

PLUMBERS AND GASFITTERS (SOUTH AUSTRALIA) AWARD

This is a consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the INDUSTRIAL AND EMPLOYEE RELATIONS ACT 1994.

Award Information

Commissioner Lesses
Matter No. 39/1982 (S.99 Review 3607/2002)
Part 1 – Introduction
Part 2 – Construction Work On-Site
Part 3 – Mixed Enterprises And Shop Work
Part 4 – Conditions Applicable To All Employees

PART 1 – INTRODUCTION

OPDATE 01:07:2002 1st pp on or after

Clause 1. Award Title

OPDATE 01:07:2002 1st pp on or after

This award will be known as the “Plumbers and Gasfitters (South Australia) Award”.

Clause 2. Arrangement

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This award is arranged as follows:

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CLAUSE NO.

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Clause 3. Period Of Operation

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This award will come into operation from the first pay period commencing on or after 1 July 2002 and will remain in force for a period of 3 months.

Clause 4. Locality

OPDATE 01:07:2002 1st pp on or after

This award will apply throughout the State of South Australia.

Clause 5. Scope And Persons Bound

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5.1 Except as provided in Subclause 5.2 hereof this award will be binding on all persons engaged in the industry of the occupations, businesses or enterprises of **plumbers, drainers, gasfitters, roof plumbers, lead burners, ship plumbers**, and heating, air-conditioning or ventilation plumbers, irrigation installer, pipe-fitting or domestic engineering work, whether prefabricated or not, or who execute any work in or in connection with –

- 5.1.1 Sheet-lead, galvanised iron, or other classes of sheet metal, or any other materials which supersede the materials usually fixed by plumbers;
- 5.1.2 Lead, wrought, cast, or sheet iron, copper, brass, or other classes of pipe-work;
- 5.1.3 Water (hot or cold), steam, gas, air vacuum, heating or ventilating appliances, fittings, services, or installations;
- 5.1.4 House, ship, sanitary, chemical or general plumbing and drainage, whether engaged in construction work on-site, mixed enterprises, or shop work, and whether as employers or employees and whether members of an association or not.

5.2 This Award will not be binding on those persons who at the time of making this award were subject to an industrial agreement within the meaning of the *Industrial and Employee Relations Act 1994*, but only to the extent of any inconsistency, or upon –

- Pasmenco Limited or any of its employees;
- One Steel Limited or any of its employees;
- Persons who are appointed under the provisions of the Public Sector Management Act 1995;
- Trans Adelaide (Rail System) or any of its employees.

Clause 6. Federal Award Nexus

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6.1 The wages and conditions of this award are directly related to the Plumbing Trades (Southern States) Construction Award, 1999 – an award of the Australian Industrial Relations Commission.

6.2 The wage rates and conditions contained in this Award will only be varied upon application by this **Commission** to reflect changes which have been made to the accepted parent award unless the Commission is satisfied that the nexus with the Federal award is no longer appropriate or desirable or that special and significant circumstances exist which warrant a departure from the Federal award; however, a departure from the parent award may be made where the parties bound by the Award agree that a variation should be made to reflect conditions as may be expressed in the *Industrial and Employee Relations Act 1994*, as amended.

6.3 Notwithstanding the provisions of Subclause 6.2 hereof, the **Union**, party to this Award and the Commissioner for Public Employment are at liberty to negotiate any matter peculiar to the employment of persons to whom the Award applies, which from time to time arise.

PART 2 – CONSTRUCTION WORK ON-SITEOPDATE 01:07:2002 1st pp on or after**Clause 7. Application**OPDATE 01:07:2002 1st pp on or after

This part of the award applies to employers and employees engaged in construction work on-site.

Clause 8. Settlement Of DisputesOPDATE 01:07:2002 1st pp on or after

- 8.1 Where an employee has submitted a request concerning any matter directly connected with employment to a foreperson or a more senior representative of management and that request has been refused, the employee may, ask the job steward to submit the matter to management and the matter will then be submitted by the job steward to the appropriate executive of the employer concerned.
- 8.2 If not settled at this stage, the matter will be formally submitted by the State Secretary of the *Union* to the Employer.
- 8.3 If not settled at this stage, the matter will then be discussed between such representative of the *Union* as the *Union* may desire and the employer, who may be accompanied by or represented by such officers or representatives of an Association of Employers as the employer may desire.
- 8.4 If the matter is still not settled, it will be submitted to the *Commission*.
- 8.5 Where the above procedures are being followed, work will continue normally. No party will be prejudiced as to final settlement by the continuance of work in accordance with this subclause.
- 8.6 Notwithstanding anything contained in the previous five paragraphs, the respondents will be free to exercise their rights if the dispute is not finalised within seven days of notification.
- 8.7 This clause will not apply to any dispute as to a *bona fide* safety issue.

Clause 9. Contract Of EmploymentOPDATE 01:07:2002 1st pp on or after**9.1 General**

Employees under this part of the award will be employed either as full-time employees on daily hire, or as *casual employees*. At the time of engagement an employer will inform each employee of the terms of their engagement, in particular, whether they are to be full-time on daily hire or a *casual employee*.

9.2 Full-time employees on daily hire

Any employee not specifically engaged as a *casual employee* is for all purposes of this award a full-time employee on daily hire.

9.3 Casual Employment

- 9.3.1 A *casual employee* is an employee engaged and paid as such and who works less than an average of five days or 38 ordinary hours per week over any two successive weeks. An employee who works an average of five days or 38 ordinary hours per week over two successive weeks or more is a full-time employee. Full-time employment is deemed to commence at the end of employment for an average of five days or 38 ordinary hours per week for two successive weeks.
- 9.3.2 Employees engaged as *casual employees* may be engaged for a period of up to twelve weeks. Such casual employment may be extended by a further period of up to twelve weeks by agreement between the employer and employee concerned. In the absence of such agreement a *casual employee* who is employed for a period of greater than twelve weeks will be considered a full-time employee from the completion of the first twelve week engagement.
- 9.3.3 An agreement under Subclause 9.3.2 will be in writing and kept with the time and wages records. Failure to comply with this provision will result in the employee being deemed to be a full-time employee.

9.3.4 An employer will not engage employees as *casual employees* merely to avoid an obligation under this Award.

9.3.5 In addition to the rate appropriate for the type of work, a *casual employee* will be paid an additional 20 per cent of the rounded hourly rate with a minimum payment as for three hours employment. The penalty rate herein prescribed will be made in lieu of annual leave, public holidays (not worked) and personal leave prescribed for other employees in this Award.

9.4 Presenting For Work But Not Required.

An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by Clause 19 - Fares And Travelling Allowance if applicable. This clause will not apply if the services of an employee are not required by reason of inclement weather in which case the provisions of Clause 18 - Inclement Weather will apply.

9.5 Termination Of Employment

9.5.1 One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited.

9.5.2 The notice period provided in this clause will not apply where an employee is dismissed on grounds which justify termination without notice i.e. wilful misconduct or refusal of duty.

9.5.3 A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport own tools.

9.6 Right To Deduct Payment

The employer may deduct payment for any day upon which the employee cannot be usefully employed because of any strike by or participation in any strike by members of the union or because of any strike by any members or member of the union employed by the employer or because of any strike by or participation in any strike by any other union organisation or association or by any branch thereof or by any members thereof or of any branch thereof who are employed by the employer because of any breakdown of machinery, or failure or lack of power or because of any other stoppage of work for any cause (other than wet weather, within the allowance prescribed by Clause 18 - Inclement Weather) for which breakdown, failure, lack, stoppage or cause the employer is not responsible.

Clause 10. Redundancy

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10.1 Definition

Redundancy means a situation where an employee ceases to be employed by an employer, bound by this award, other than for reasons of misconduct or refusal of duty. *Redundant* has a corresponding meaning.

10.2 Redundancy pay

A *redundant* employee will receive redundancy/severance payments, calculated as follows, in respect of all *continuous service* (as defined by this award) with the employee's current employer.

Period of continuous service with an employer	Redundancy/severance pay
1 year or more but less than 2 years	2.4 <i>week's pay</i> plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 <i>week's pay</i> .
2 years or more but less than 3 years	4.8 <i>week's pay</i> plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 <i>week's pay</i> .
3 years or more but less than 4 years	7 <i>week's pay</i> plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 <i>week's pay</i> .

4 years or more

8 *week's pay*

Provided that an employee employed for less than twelve months will be entitled to a *redundancy*/severance payment of 1.75 hours per week of service if, and only if, *redundancy* is occasioned otherwise than by the employee.

10.3 *Week's pay* means the ordinary time rate of pay at the time of termination for the employees concerned.

10.4 **Death Of Employee**

If an employee dies with a period of eligible service which would have entitled that employee to *redundancy* pay, such *redundancy* pay entitlement will be paid to the estate of the employee.

10.5 **Casual Employees And Apprentices**

10.5.1 Any period of service as a *casual employee* will not entitle an employee to accrue service in accordance with this clause for that period.

10.5.2 Service as an *apprentice* will entitle an employee to accumulate credits towards the payment of a *redundancy* benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further twelve months.

10.6 **Redundancy funds**

An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:

10.6.1 Payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for *redundancy*/severance pay will be set off against the liability of the employer under this clause, and the employee will receive the fund payment or the award benefit whichever is the greater but not both; or

10.6.2 Where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund, will to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee will be made in accordance with the rules of the fund or any agreement relating thereto and the employee will be entitled to the fund benefit or the award benefit whichever is greater but not both.

10.7 **Employee leaving during notice**

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

10.8 **Transmission Of Business**

10.8.1 Where a *business* is, before or after the date of this award, *transmitted* from an employer (in this clause called the *transmittor*) to another employer (in this clause called the *transmittee*) and an employee who at the time of such transmission was an employee of the *transmittor* in that *business* becomes an employee of the *transmittee*:

10.8.1.1 the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and

10.8.1.2 the period of employment which the employee has had with the *transmittor* or any prior *transmittor* will be deemed to be service of the employee with the *transmittee*.

10.8.2 In this clause *business* includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

Clause 11. Rates Of Pay

OPDATE 01:07:2002 1st pp on or after

Rates of pay are contained in Schedule 1 attached to this Award.

Clause 12. Payment Of Wages And Allowances

OPDATE 01:07:2002 1st pp on or after

12.1 All wages, allowances and other moneys due will be paid in cash or by cheque, bank cheque, bank or similar transfer or any combination of these not later than the time of cessation of ordinary hours of work on Thursday of each working week. In any week in which a holiday falls on a Friday wages accrued will be paid on the previous Wednesday and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing will prevent any alternative mutual arrangement between an employer and an employee.

12.2 The employer will not keep more than two days wages in hand.

12.3 Where, on any pay day, work ceases for the day because of *inclement weather* an employee will be paid all wages, allowances and other moneys due without undue delay.

12.4 An employee kept waiting for wages on pay day for more than a quarter of an hour after the usual time of ceasing work will be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour.

12.5 Particulars of details of payment to each employee will be provided in a statement handed to the employee at the time payment is made and will contain the following information:

- Name and classification of the employee,
- Date of payment,
- Period covered by such payment,
- The number of ordinary hours worked,
- The amount of wages for work at ordinary rates and the hourly rate,
- The gross amount of wages and allowances paid,
- The amount of each deduction made and the name of the fund or account to which it was paid,
- The net amount of wages and allowances paid,
- The number of hours paid at overtime rates, the hourly rate(s) and the total amount paid,
- The amount of allowances or special rates paid and the nature thereof,
- Annual leave loading payments,
- Payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays,
- The employee's superannuation *fund* name, account number and amount of contributions made to it,
- The employee's long service leave registration number.

12.6 Payment On Termination

When notice is given in accordance with Clause 9.5 "Termination Of Employment", monies due to the employee will be paid at the time of termination. Where this is not practicable they will be sent by registered post or, if the employee is normally paid by electronic funds transfer, transferred into the employee's account within two working days and waiting time will be paid as follows:

12.6.1 Where the employee gives notice - time spent waiting beyond the two working days will be paid at ordinary rates at eight hours' pay per day up to one week's pay.

12.6.2 Where the employer gives notice - from termination up to the time of posting at the rate of eight hours ordinary time per day up to a maximum of one week's pay.

12.7 Time and Wages Record

12.7.1 Each employer will keep a record from which can be readily ascertained the following:

- The name of each employee and the employee's classification,
- The date of the employee's employment commenced,
- The hours worked each day,
- The times the employee started and finished work,
- The gross amount of wages and allowances paid,
- The amount of each deduction made and the nature thereof,

- The net amount of wages and allowances paid,
- The employers' Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate,
- Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as P.A.Y.G. Tax, whether under a Group Employer's Scheme or not,
- A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the Employers Registration, the date of the last payment, and the period of which that payment applies (where such documentation is available under State Legislation),
- The Employer's and the Employee's Building Union Superannuation Scheme number and the contribution returns by the Employer to the Building Union Superannuation Scheme on behalf of the Employee, where such benefits apply.

12.7.2 All records and documentation referred to in Subclause 12.7.1, or copies thereof, will be available for inspection by a duly accredited official of an organisation bound by this Award or other representative during the usual office hours, at the employer's office, or other convenient place. An inspection will not be demanded unless the Secretary of the organisation or other representative, or of a Branch of the organisation, reasonably suspects that a breach of the Award has been committed. The Employer will within 48 hours provide a copy of the record required.

Clause 13. Hours Of Work

OPDATE 01:07:2002 1st pp on or after

13.1 Except as provided elsewhere in this award, the average ordinary working hours will be 38 per week worked in accord with the following provisions for a four week work cycle:

13.1.1 Ordinary working hours will be worked in a twenty-day, four week cycle, Monday to Friday inclusive, with nineteen working days of eight hours each, between the hours of 7.00am and 6.00pm, with 0.4 of one hour each day worked accruing as an entitlement to take a day off as rostered in each cycle paid as though worked.

13.1.2 Employees working alongside other building or construction workers

13.1.2.1 In the case of employees working alongside other building or construction workers, the rostered day will be the fourth Monday in the cycle.

13.1.2.2 By agreement in writing between an employer and employees an alternative day in the four week cycle may be the rostered day, and where such agreement is reached all provisions of this award will apply as if such day was the rostered day. Where such agreement is reached the following procedures will apply:

- If the agreement affects **union** members, the employer must inform the **Union** not later than five working days before the agreement is to be implemented.
- Such agreement will be put into effect after the five days notice unless the **Union** notifies a dispute under Clause 8 - Settlement Of Disputes, in which case the agreement will not be implemented until a decision is made or a further period of five working days has passed, whichever is the shorter period.

13.2 All Other Employees

13.2.1 In the case of all other employees; the employer will nominate as the rostered day either:

- the third Friday in the cycle; or
- the fourth Monday in the cycle; or
- the fourth Friday in the cycle.

13.2.2 By agreement between an employer, employees and, where the agreement involves **union** members, the **union**, an alternate day in the four week cycle may be the rostered day, and where such agreement is reached all provisions of this award will apply as if such day was the rostered day. If the **union** does not respond upon receipt of a written request for an alternate rostered day within ten working days it will be assumed that consent is given. The **union** will not unreasonably withhold consent.

13.2.3 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 ten working days.

- 13.2.4 An employee may be required to work on the 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 award will apply as if such day was the rostered day. This provision operates only in respect of employers of ten plumbing employees or less.
- 13.3 Where a rostered day falls on a Public Holiday as prescribed in Clause 17 - Public Holidays And Holiday Work, the next working day will be taken in lieu unless an alternate day in that four week cycle or the next is agreed in writing between the employer and the employee.
- 13.4 Each day of paid leave taken and any holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.
- 13.5 An employee who has not worked, or is not regarded by reason of Subclause 13.4 above as having worked, a complete nineteen-day four 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, on termination.
- 13.6 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 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 will be paid penalty rates and provisions as prescribed in Clause 16.1 "Saturday Work".
- 13.7 **Alternative Methods Of Arranging Ordinary Hours**
- 13.7.1 Despite the provisions of this clause an employer and the majority of affected employees employed in an enterprise may agree to an alternate method of arranging ordinary hours of work.
- 13.7.2 Matters upon which agreement may be reached include:
- How the hours are to be averaged within a work cycle;
 - The duration of the work cycle provided that such duration will not exceed three months;
 - Rosters which specify starting and finishing times;
 - Substitution of rostered days off;
 - Accumulation of rostered days off;
 - Arrangements which allow for flexibility in the taking of rostered days off;
 - The arrangement of ordinary hours which exceed eight hours on any day, provided such hours are within the spread of hours in Subclause 13.1.1 or as varied in accordance with Subclause 13.8 "Early start."
- 13.7.3 Where an agreement is reached pursuant to Subclause 13.7.1, the employer will, where such agreement involves members of the union, notify the union not later than five working days prior to the implementation of the agreement.
- 13.8 **Early Start**
- By agreement between the employer, the employer's employees and where the agreement involves union members, the union, the working day may begin at 6.00am or at any other time between that hour and 8.00am and the working time will then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period. If the union does not respond upon receipt of a written request for an early start within five working days it will be assumed that consent is given.
- 13.9 **Washing Time**
- Employees will be entitled to take five minutes immediately before lunch and before finishing time to enable them to wash and put away gear. The washing time breaks will be counted as time worked.

Clause 14. Work Breaks

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14.1 **Meal Break**

There will be a cessation of work and of working time, for the purpose of a meal on each day, of not less than thirty minutes, to be taken between noon and 1.00pm.

14.2 **Variation Of Meal Break**

Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be lengthened to not more than forty-five minutes with a consequential adjustment to the daily time of cessation of work.

14.3 **Daily Rest Break**

There will be allowed, without deduction of pay, a rest period of ten minutes between 9.00am and 11.00am.

14.4 **Overtime Rest Breaks**

When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee will be allowed to take without deduction of pay, a rest break of twenty minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, the employee will be allowed to take also, without deduction of pay, a rest break of thirty minutes in duration. (Note: A meal allowance is also payable under Clause 34 - Meal Allowance). In the event of an employee remaining at work after the usual ceasing time without taking the rest break of twenty minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked twenty minutes more than the time worked and be paid accordingly. For the purpose of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 13 - Hours of Work.

14.5 Subclause 14.3 "Daily Rest Breaks" and Subclause 14.4 "Overtime Rest Breaks" will not be applicable in the case of an employee who is allowed the rest periods prescribed by Subclause 31.3 "Hot Work" or Subclause 31.4 "Cold Work".

14.6 Where an agreement is reached pursuant to Subclause 13.7 "Alternative Methods Of Arranging Ordinary Hours", the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

Clause 15. Overtime

OPDATE 01:07:2002 1st pp on or after

15.1 **Overtime Generally**

All time worked beyond the ordinary hours of work as prescribed in Clause 13 - Hours Of Work, inclusive of time worked for accrual purposes as prescribed will be paid for at the rate of one and a half times ordinary rate for the first two hours and double time thereafter. Work commenced after midnight and prior to the commencement of ordinary time will be paid for at the rate of double time.

15.2 **Call-back**

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

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

15.3 **Working During Meal Break**

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

15.4 **Restriction On Overtime For Apprentices**

An apprentice under the age of eighteen years will not be required to work overtime unless the employee so desires. An apprentice will not, except in an emergency, work or be required to work overtime at times which would prevent the apprentice's attendance at technical school, as required by any statute, award or regulation applicable.

15.5 **Transport After Overtime Or Holiday Work**

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

15.6 **Breaks Between Working Days**

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

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

15.6.3 An employee who has worked continuously (except for work breaks allowed by this award) for twenty hours including holiday work will not be required to continue at or recommence work for at least twelve hours.

Clause 16. Weekend Work

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16.1 **Saturday Work**

Time worked on Saturday will be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all time worked after twelve noon will be paid for at the rate of double time.

16.2 **Sunday Work**

All time worked on Sunday will be paid for at double time.

16.3 **Minimum Payment – Saturdays And Sundays**

An employee required to work on a Saturday or Sunday will be afforded at least three hours work on a Saturday or four hours work on a Sunday or will be paid for three hours on a Saturday or four hours on a Sunday at the appropriate rate. Provided that on urgent service work an employee will be paid in accordance with Subclause 15.2 "Call Back".

16.4 **Rest Period – Saturdays And Sundays**

An employee working overtime on a Saturday or a Sunday will be allowed a paid rest period of ten minutes between 9.00am and 11.00am.

16.5 **Meal Breaks – Saturdays And Sundays**

An employee working on a Saturday or Sunday will be allowed a paid meal break of twenty minutes after four hours work, to be paid for at the ordinary rate of pay, but this will not prevent any arrangements being made for the taking of a thirty minute meal period, the time in addition to the paid twenty minutes being without pay. In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid rest break of thirty minutes which will be paid at the ordinary rate of pay.

Clause 17. Public Holidays And Holiday WorkOPDATE 01:07:2002 1st pp on or after

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

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Adelaide Cup Day
- Queen's Birthday
- Labor Day
- Christmas Day
- Proclamation Day and
- Any other days created or substituted for any of the above holidays by a State Act of Parliament or State Proclamation.

17.2 **Substituted Day By Agreement**

By agreement between an employer the majority of employees and, where the agreement involves *union* members, the *union*, other days may be substituted for the said days

17.3 **Termination Of Employment – Payment For Public Holidays**

17.3.1 An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which will lie upon the employer) will pay the employee a day's ordinary wages for each holiday or each holiday in a group which falls within ten consecutive calendar days after the day of termination.

17.3.2 Where any two or more of the holidays prescribed in this clause occur within a seven day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within ten consecutive calendar days after termination, the whole group will be deemed to fall within the ten consecutive calendar days. Christmas Day, Proclamation Day and New Year's day will be regarded as a group.

17.3.3 An employee will not be entitled to receive payment from more than one employer in respect to the same public holiday or groups of holidays.

17.4 **Absence Before / After A Holiday**

An employee who, without permission or reasonable cause, fails to attend for work on the working days before and after a holiday will not be entitled to be paid for such holiday.

17.5 **Payment For Working On A Public Holiday**

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

17.6 **Easter Saturday**

17.6.1 All work performed on the day after Good Friday will be paid for at the rate of double time and a half.

17.6.2 An employee required to work on the Saturday following Good Friday will be afforded at least four hours work or paid for four hours at the appropriate rate.

Clause 18. Inclement WeatherOPDATE 01:07:2002 1st pp on or after18.1 **Definition - Inclement Weather**

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

18.2 Conference Requirement And Procedure

18.2.1 The employer, or the employer's representative will, when requested by employees or their representative, confer (within a reasonable period of time which should not exceed thirty minutes) for the purposes of determining whether or not conditions are *inclement*. Weather will not be regarded as *inclement* unless it is agreed at such conference.

18.2.2 If the employer or employer's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid for *inclement weather*.

18.3 Restrictions On Payments

An employee will not be entitled to payment for *inclement weather* as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.

18.4 Entitlement To Payment

An employee will be entitled to payment by their employer for ordinary time lost through *inclement weather* for up to, but not more than 32 hours in every period of four weeks. The following conditions will apply:

18.4.1 The first period will commence on the first Monday on or after the 1st January each year, and subsequent periods will commence at four weekly periods thereafter.

18.4.2 The employee will be credited with 32 hours at the commencement of each four weekly period. Hours will not accumulate or be carried over.

18.4.3 If an employee commences employment during a four weekly period they will be credited eight hours for each week, or part of a week, that the employee is employed during the four weekly period.

18.4.4 The number of hours credited to an employee will be reduced by the number of hours for which payment is made.

18.4.5 Payment under this clause will be weekly.

18.5 Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to *inclement weather*, to work at another location on the same site, or another site, which is not affected by *inclement weather*. Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport in accordance with Subclause 19.4 "Transport During Working Hours" except where the employer provides transport.

18.6 Employees Required To Work In Inclement Weather

18.6.1 Except as provided in this subclause an employee will not work or be required to work in *inclement weather*.

18.6.2 Employees required to work in *inclement weather* will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make safe as circumstances require. Employees engaged on such work will be paid at the rate of double time.

18.6.3 Where the employer requires an employee to work in *inclement weather*, the employee will be reimbursed in full the cost of appropriate protective clothing, except where the employer provides such protective clothing.

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

18.7 Cessation And Resumption Of Work

18.7.1 At the time employees cease work due to *inclement weather* the employer or the employer's representative on site and the employee's representative will agree and note the time of cessation of work.

18.7.2 After the period of *inclement weather* has clearly ended the employees will resume work and the time will be similarly agreed and noted.

18.7.3 Safety

Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by *inclement weather*, the employee may be transferred to other work in the employee's trade on site, until the unsafe conditions are rectified. Where such alternative work is not available, and until the unsafe conditions are rectified, the employee will remain on site. The employee will be paid for such time without reduction of the employee's *inclement weather* entitlement.

18.8 **Additional Wet Weather Procedure**

18.8.1 Remaining on site

Where, because of wet weather, the employees are prevented from working:

18.8.1.1 for more than an accumulated total of four hours of ordinary time in any one day; or

18.8.1.2 after the meal break, as provided in Clause 13 - Hours Of Work, for more than an accumulated total of 50 per cent of the normal afternoon work time; or

18.8.1.3 during the final two hours of the normal work day for more than an accumulated total of one hour; the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

18.8.1.4 Provided that where, by agreement between the employer and/or the employer's representative and the employees' representative the employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees' hours.

18.8.1.5 Provided further that wet time occurring during overtime will not be taken into account for the purposes of this subclause.

18.8.2 Rain At Starting Time

Despite the provisions of Subclause 18.6, where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:

- the rain stops;
- a covered walk-way has been provided;
- the sheds are under cover and the employees can get to the dry area without going through the rain; or
- adequate protection is provided. Protection will, where necessary, be provided for the employee's tools.

Clause 19. Fares And Travelling Allowances

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When required by the employer, employees will start and/or cease work on the job site or at the centre at the usual commencing and finishing times within which ordinary hours may be worked. Each employer will ensure that the employees are instructed in the travel pattern they are to observe and which, if any, of the following allowances will be paid.

19.1 **Travel in Own time to and/or from Worksite**

An employee who is required to provide own transport and to travel in own time to or from the work site within the defined radius from the respective centre (as defined) will receive an allowance of one quarter of an hour per day travelling time calculated at ordinary time rates in addition to the amount of fares (as defined) for each day on which the employee presents for work on the job. Provided however, that where the employer provided or offers to provide transport from an agreed picking-up place, to the employer's place of work, the said fares component will not be payable.

19.2 **Commencing/Finishing at Workshop**

In the case of an employee who is normally required to report for and finish work at the employer's workshop and is transported to and from any job by the employer no allowance will be paid.

19.3 Employee Provided With Vehicle

19.3.1 Where an employee is provided with a vehicle for the employee's use as transport to and from the employee's home to the job site within the radii as defined to commence and finish work at the usual commencing and finishing times within which ordinary hours may be worked the employee will receive and allowance of one quarter hour per day travelling time calculated at ordinary time rates (there is no entitlement to the fares component).

19.3.2 Where an employee is provided with a vehicle for use in travelling to and from the employee's home to the job site within the radii as defined to commence and finish work at the usual commencing and finishing time within which ordinary hours may be worked the employee will receive an allowance of one quarter hour per day travelling time calculated at ordinary time rates (there is no entitlement to the fares component).

19.4 Transport During Working Hours

Where an employee is required by an employer to travel to any other job site:

19.4.1 During the course of the employee's daily engagements the employee will be paid all fares necessarily incurred except where transport is provided by the employer to and from such site, and all time spent in such travel will be regarded as time worked.

19.4.2 Where an employer requests an employee to use the employee's own motor vehicle to effect such a transfer and such employee agrees to do so the employee will be paid an allowance at the rate of 73 cents per kilometre.

19.5 Travel Beyond Defined Radius

When working on jobs beyond the defined radius from the centre for employment (as defined) the fares as defined and one quarter of an hour travelling time plus an allowance for travelling time calculated at the ordinary time rate of pay for the time required to travel to the job site and back from and to the defined radius and calculated as a speed not exceeding the legal speed limit and with a minimum payment of a quarter of an hour for each such journey.

Provided that where an employee provides own transport an additional allowance of 39 cents per kilometre will be payable for the distance involved in travelling beyond the defined radius and return thereto and which will compensate for any fares incurred by public transport.

19.6 Distant Work

When an employee is required to travel from the normal place of employment or the normal place of residence to a distant job (as defined) the employee will be reimbursed for all travelling expenses incurred. The mode of travel will be as directed by the employer provided the comfort of the employee will be of a standard not less than that of second class travel. All time spent in travelling from the normal place of employment or the employee's normal place of residence to the distant job will be paid at the ordinary time rate of pay up to a maximum of eight hours in any one day. Where the employee is not accommodated on the actual site of the distant job the place of accommodation will become the centre as defined by subclause 19.7.2 and fares and travelling time will be paid as prescribed by Subclauses 19.1 and 19.5 of this clause.

19.7 Definitions

19.7.1 **Radii and Fares** – the radius will be 30 kilometres and the fares will be \$8.10.

19.7.2 **Centre For Employment:**

19.7.2.1 the employer's normal base establishment or workshop; or

19.7.2.2 the Adelaide G.P.O. for all employers whose base establishment or workshop is within a radius of 30 kilometres from the Adelaide G.P.O.; or

19.7.2.3 the local Post Office closest to the employer's base establishment or workshop beyond a 30 kilometre radius of the Adelaide G.P.O., or

19.7.2.4 in the case of employees sent to a distant job (as defined), the place at which such employees are domiciled with the approval of their employer, for that distant job.

- 19.7.2.5 an employer having selected Subclause 19.7.2.1, Subclause 19.7.2.2 or Subclause 19.7.2.3 as the centre will not change that centre without one month's prior notice to each employee.

Clause 20. Living Away From Home - Distant Work

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20.1 Qualification

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

20.2 Employee's Address

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

- The address of the place of residence at the time of application; and
- The address of a separately maintained residence, if applicable.

The employer will not exercise undue influence, for the purpose of avoiding its obligations under the award, to persuade the employee to give a false address. No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.

20.3 Entitlement

Where an employee qualifies under Subclause 20.1 the employer will either:

- 20.3.1 provide the worker with reasonable board and lodging, or
- 20.3.2 pay an allowance of \$338.80 per week of seven days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be \$48.40 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, or
- 20.3.3 in circumstances prescribed in Subclause 20.7 provide construction camp accommodation and messing as defined in Subclause 20.7.1.

20.4 Travelling Expenses

An employee who is sent by the employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause will not be entitled to any of the allowances prescribed by Clause 19 - Fares And Travelling Allowances, for the period occupied in travelling from the employee's usual place of residence to the distant job, but in lieu thereof will be paid:

20.4.1 Forward Journey

- 20.4.1.1 For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- 20.4.1.2 For the amount of a fare on the most common method of public transport to the job (bus, air, rail with sleeping berths if necessary), and any excess payment due to transporting the employee's tools if such is incurred.
- 20.4.1.3 For any meals incurred while travelling at \$9.90 per meal.

The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on the job and who does not forthwith return to their place of engagement.

20.4.2 Return Journey

- 20.4.2.1 An employee will, for the return journey, receive the same time, fares, and meal payments as provided in Subclause 20.4.1 above, together with an amount of \$16.10 to cover the cost of

transporting the employee and the employee's tools from the main public transport terminal to the employee's usual place of residence.

- 20.4.2.2 The above return journey payments will not be paid if the employee terminates or discontinues their employment within two months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

20.4.3 Departure Point

For the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

20.5 **Daily Fares Allowance**

An employee engaged on a job which qualifies the employee to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the fares allowance prescribed by Clause 19 - Fares And Travelling Allowances.

20.6 **Weekend Return Home**

20.6.1 An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or the employer's representative, no later than Tuesday of each week, of their intention to return to their usual place of residence at the weekend and who returns to their usual place of residence for the weekend, will be paid an allowance of \$27.10 for each occasion.

20.6.2 Subclause 20.6.1 will not apply to an employee who is receiving the payment prescribed in Clause 20.3 in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in Subclause 20.7.

20.6.3 When an employee returns home for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance prescribed in Subclause 20.3.2 will be made.

20.7 **Construction Camps**

20.7.1 Camp And Caravan Accommodation

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

20.7.1.1 Subclause 20.7.1 will not apply where the employer provides appropriate camp or caravan accommodation.

20.7.2 Camping Allowance

An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance of \$134.50 for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee will be paid \$19.30 per day including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday. If an employee is absent without the employer's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

20.7.3 Camp Meal Charges

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

20.8 **Rest And Recreation**

20.8.1 Rail Or Road Travel

An employee who proceeds to a job which qualifies the employee to the provisions of this subclause, may, after two months continuous service thereon and thereafter at three monthly periods of continuous service thereon return to their usual place of residence at the weekend. If the employee does so, the employee will be paid the amount of a bus or return railway fare to the bus or railway station nearest their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend. However, if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after expiration of any such period of two or three months, then the provisions of this subclause will not be applicable.

20.8.2 Limitation Of Entitlement

The entitlement under Subclause 20.8.1 will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice will lie with the employer).

20.8.3 Service Requirements

For the purpose of this clause service will be deemed to be continuous despite an employee's absence from work as prescribed in this clause or as prescribed in Subclause 21.6 "Calculation Of Continuous Service".

20.8.4 Variable Return Home

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

20.8.5 No Payment In Lieu

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

20.9 Flexible Rostered Day Off

If the employer and employee so agree in writing, the paid rostered day off as prescribed in Clause 13 - Hours Of Work, may be taken, and paid for, in conjunction with and additional to rest and recreation leave as prescribed in Subclause 20.8 or at the end of the project or on termination, whichever comes first.

20.10 Termination

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

Clause 21. Annual Leave

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21.1 Period Of Leave

21.1.1 Subject to the provisions of Subclauses 21.2, 21.4 and 21.5 of this clause a period of 28 consecutive days, exclusive of any public holidays occurring during the period, will be given and taken as leave annually to all employees, other than casual employees, after 12 months continuous service (less the period of annual leave) with an employer.

21.1.2 An employee who works or is required to be on call for any part of 26 weekends or more in any year of employment, will be entitled to one week's additional leave with pay in respect of the year of employment concerned.

21.1.3 Where a rostered day off, as prescribed in Clause 13 - Hours of Work falls during the period annual leave is taken, payment of accrued entitlements for such day will be made in addition to Annual Leave payments prescribed in Subclause 21.7 "Payment For Period Of Leave"

21.2 Method Of Taking Leave

- 21.2.1 Either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays occurring therein, will be given and taken within six months from the date when the right to annual leave accrued.
- 21.2.2 Where the employee requests that leave be allowed in one continuous period such request will not be unreasonably refused. In the event of lack of agreement between the parties the matter will be referred to the *Commission* for determination.
- 21.2.3 Provided further that in circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of Subclause 21.2.1 may be altered by agreement between the employer and a majority of employees affected under this award to provide that a single day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend, if an employee or employer requests it.
- 21.2.4 Where annual leave is proposed to be given and taken in two periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employers and employees, parties to this award will meet not later than the 31st day of July in each year in order to fix the commencing and finishing dates for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives, the matter will be referred to the *Commission* for determination.

21.3 Leave Allowed Before Due Date

- 21.3.1 An employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave will not commence until the expiration of twelve months in respect of which the leave so allowed was taken.
- 21.3.2 Where an employer has allowed an employee to take annual leave pursuant to Subclause 21.3.1 hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the twelve months continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/52nd of the amount of wages paid on account of the annual leave.
- 21.3.3 Notwithstanding anything contained in this subclause an employee who has worked for twelve months in the industry with a number of different employers without taking annual leave will be entitled to take annual leave and be paid 1/12th of an ordinary weeks wages in respect of each completed 38 hours of continuous service with the current employer.

21.4 Payment For Annual Leave On Termination

- 21.4.1 Where an employee has given five working days or more continuous service, (including an RDO but excluding overtime), and either leaves employment or the employment is terminated by the employer, will be paid 1/12th of an ordinary weeks wages in respect of each completed five working days of continuous service with the current employer for which leave has not been granted or paid for in accordance with this Award.
- 21.4.2 Annual Leave Loading
In addition the employee will receive a loading on 17.5 per cent calculated on the rates, loadings, and allowances prescribed by Clauses 11 - Rates Of Pay and 19 - Fares And Travelling Allowances.

21.5 Broken Service

- 21.5.1 Where an employee breaks continuity of service by an absence from work for any reasons other than a reason set out in Subclause 21.6 "Calculation Of Continuous Services" hereof, the amount of leave to which the employee would have been entitled under Subclause 21.1 "Period Of Leave" hereof will be reduced by 1/48th for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the employee would have been entitled under Subclause 21.4 "Payment For Annual Leave On Termination" hereof will be reduced by 1/12th of a weeks pay for each week or part thereof during which any such absence occurs.
- 21.5.2 No reduction will be made in respect of any absence unless the employer informs the employee in writing of their intention to do so within fourteen days of the termination of the absence.

21.6 Calculation Of Continuous Service

For the purposes of this clause service will be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- Illness or accident up to a maximum of four weeks after the expiration of paid sick leave.
- Bereavement Leave.
- Jury Service.
- Injury received during the course of employment and up to a maximum of 26 weeks for which the employee received Workers Compensation.
- Where called up for military service for up to three months in any qualifying period.
- Any reason satisfactory to the employer or in the event of dispute to the **Commission** provided that the reason will not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work or as soon as practicable thereafter of the reason for the absence and the probable duration thereof.

21.7 Payment For Period Of Leave

21.7.1 Payment In Advance

An employee, before going on leave, will be paid in advance the wages which would ordinarily accrue to the employee during the period of the leave.

21.7.2 Annual Leave Loading

In addition to the payment prescribed in paragraph 21.7.1 hereof an employee will receive during a period of annual leave a loading of 17 ½ per centum calculated on the rates, loadings and allowances prescribed by Clauses 11 - Rates Of Pay, 11.3.6 "Leading Hands" and Clause 19 - Fares And Travelling Allowance if applicable.

21.8 Service Under Previous Award

Service before the date of operation of this Award will be taken into account for the purpose of calculating annual leave but an employee will not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under any other award superseded by this Award.

21.9 Annual Close-Down

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

- 21.9.1 stand off without pay during the period of leave any employee who has not then qualified under Subclause 21.1 "Period Of Leave"; or
- 21.9.2 stand off for the period of leave any employee who has not then qualified under subclause 21.1 "Period Of Leave" and pay the employee pro rata (up to the amount of the leave then given) for the leave for which the employee has qualified on the basis of 1/12th of an ordinary weeks wages in respect of each 38 hours of continuous service (exclusive of overtime) during the employee's current qualifying 12 monthly period.
- 21.9.3 Where an employer at his option decides to close down establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all or the majority of employees then qualified for such leave will give at least two months notice to employees of intention to do so.

21.10 Commencement Of Leave – Distant Jobs

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

21.11 Leave Is To Be Taken

An employer will not make payment to an employee in lieu of the employee's annual leave or any part thereof except as is provided for in this clause and no contract, arrangement, or agreement will annul, vary, or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

21.12 Illness During Period Of Annual Leave

21.12.1 Where an employee, other than a casual employee is ill, while on annual leave and the illness is such as would, if were not on annual leave, have rendered unable to attend at the place of employment for a period of not less than three consecutive days, the employee will subject to compliance with the terms and conditions prescribed by Subclause 22.3 "Sick Leave" thereof, be granted paid sick leave by the employer not exceeding the sick leave credit of the employee.

21.12.2 For the purposes of this subclause an employee will deliver to the employer a certificate furnished by a legally qualified medical practitioner.

21.12.2.1 Leave granted to an employee under Subclause 21.12.1 hereof will not count as annual leave, but the said leave will be debited against the sick leave credit of the employee to whom it is granted.

21.12.2.2 Leave credited to an employee under Subclause 21.12.1 hereof will be given and taken at a time mutually agreed by the employer and the employee.

Provided further that the provisions of subclauses 21.1 "Period Of Leave" and 21.7.2 "Annual Leave Loading" of this clause will not apply to leave given under Subclause 21.12.1.

Clause 22. Personal Leave

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22.1 Amount Of Paid Personal Leave

22.1.1 Paid personal leave will be available to an employee when they are absent due to:

- personal illness or injury (sick leave); or
- for the purpose of caring for an *immediate family* or household member who is sick and requires the employee's care and support (carer's leave); or
- bereavement on the death of an *immediate family* or household member (bereavement leave).

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

- three days in the first month and then one additional day at the beginning of each of the next nine calendar months, will be available in the first year of employment, and
- twelve days at the beginning of the employee's second and each subsequent year which, subject to Subclause 22.1.4, will commence on the anniversary of engagement.

An employee's personal leave entitlement is the current year's personal leave plus any accumulated personal leave available to the employee.

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

- ten days less the number of sick leave and carer's leave days taken from the current year's personal leave entitlement in that year; or
- the balance of that year's unused personal leave.

An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

22.1.4 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 leave will continue from the date of re-engagement. In such a 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) since either:

- the employee was first engaged, or
- the anniversary of the employee's original engagement, as appropriate.

22.2 Immediate Family Or Household

22.2.1 The entitlement to use personal leave for the purpose of carer's or bereavement leave is subject to the person in respect of whom the leave is being taken being either:

- a member of the employee's *immediate family*; or
- a member of the employee's household.

22.2.2 The term *immediate family* includes:

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

22.3 Sick Leave

- 22.3.1 An employee is entitled to use up to ten days of the current year's personal leave entitlement as sick leave in each year of service (subject to accrual, see Subclause 22.1.2).
- 22.3.2 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.
- 22.3.3 The employee will within 24 hours of the commencement of such absence, or if this is not practicable, as soon as possible, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- 22.3.4 The employee will prove to the satisfaction of the employer that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 22.3.5 In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year the employee has already been allowed paid sick leave on more than one occasion for one day only, will not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. The employer may agree to accept from the employee a statutory declaration in lieu of a medical certificate.

22.4 Bereavement Leave

- 22.4.1 An employee is entitled to use up to two days personal leave as bereavement leave on each occasion of the death within Australia of a member of the employee's *immediate family* or household.
- 22.4.2 In addition to the entitlement to paid bereavement leave, an employee will be entitled to up to ten days unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.
- 22.4.3 The right to paid leave will be dependent on compliance with the following conditions:
- The employee will give the employer notice of intention to take such leave as soon as reasonably practicable after the death of such immediate family or household member;
 - Satisfactory evidence of such death will be furnished by the employee to the employer; and
 - The employee will not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this Award or otherwise.

22.5 Carer's Leave

- 22.5.1 An employee is entitled to use up to five days personal leave each year to care for members of the employee's *immediate family* or household.
- 22.5.2 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- 22.5.3 Where practicable the employee will, prior to the absence, give the employer notice of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice

of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

22.6 The provisions of this clause do not apply to *casual employees*.

Clause 23. Family Leave

OPDATE 01:07:2002 1st pp on or after

- 23.1 Subject to the terms of the *Industrial and Employee Relations Act 1994*, employees are entitled to Family Leave. The leave provisions are set out in Schedule 5 of the Act and include Maternity Leave, Adoption Leave and Paternity Leave.
- 23.2 Subject to the provisions of the Schedule an employee may work part-time in connection with the birth or adoption of a child.
- 23.3 The provisions of the Act require an employer to notify an employee of their rights to the various forms of leave on becoming aware that an employee, or an employee's spouse is pregnant, or that an employee is adopting a child. An employer bound by this Award will display a copy of Schedule 5 in a prominent place.

Clause 24. Superannuation

OPDATE 01:07:2002 1st pp on or after

24.1 Definitions

For the purpose of this clause:

- 24.1.1 **Eligible employee** means any employee who has been employed under this award by the employer during at least five consecutive days and who has worked a minimum of 38 hours during that period. After completion of the above qualifying period, superannuation contributions will then be made in accordance with 24.2 effective from the commencement of that qualifying period.
- 24.1.2 **Fund** means a **superannuation fund** as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the **superannuation fund** conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by the Regulations made under the Act. In the case of a newly established **fund**, the term will include a **superannuation fund** that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- 24.1.3 **Ordinary time earnings** means the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, registration allowance, trade allowance, shift loading and leading hand, in charge or supervisory allowances where applicable. The term includes any regular overaward pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded.
- 24.1.4 **Act** means the *Occupational Superannuation Standards Act 1987*, and **Regulations** means the *Occupational Superannuation Standards Regulations* made pursuant to that **Act** from time to time.
- 24.1.5 The **relevant fund** means the **fund** selected in respect of an employee pursuant to 24.4.

24.2 Contributions

- 24.2.1 In accordance with this clause and subject to the trust deed of the **relevant fund**, on behalf of each **eligible employee** an employer will contribute to a relevant **superannuation fund** a superannuation contribution, the quantum of which will be in accordance with the relevant legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Industry (Supervision) Act 1993*.
- 24.2.1.1 Upon completion of the qualifying period specified in 24.1, contributions on behalf of each **eligible employee** will apply from the date of commencement of employment of such employee.
- 24.2.1.2 The contribution rate of an existing **fund** of which the **eligible employee** is a member may be improved to the extent that it is equivalent to that prescribed by 24.2.1 above and is in accordance with the **Act** and **Regulations**.

24.2.2 The contributions required herein will be made to the **relevant fund** in the manner and at the times specified by the terms of the **fund** or any agreement between the employer and trustees of the **fund**.

24.2.3 An employer will not be required to pay superannuation contributions on behalf of any **eligible employee** whether full-time, part-time, or **casual** in respect of any week during which such employee receives less than ten hours pay in **ordinary time earnings**.

24.3 Employee Contributions

24.3.1 Subject to the rules of the **fund**, employees of a respondent employer who wish to make contributions to the **fund** additional to those being paid pursuant to 24.2, will be entitled to do so. Such employees may either forward their own contribution directly to the **fund** administrators or, where it is practicable to do so, authorise the employer to pay into the **fund** from the employee's wages, amounts specified by the employee.

24.3.2 Employee contributions to the **fund** deducted by the employer at the employee's request will be held in trust on the employee's behalf and be subject to the following conditions:

24.3.2.1 The amount of contributions will be expressed in whole dollars.

24.3.2.2 Employees will have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the employer. Provided that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.

24.3.2.3 Contributions deducted under this clause will be forwarded to the fund at the same time as contributions under 24.2.

24.4 Superannuation Fund

24.4.1 The employer will make superannuation contributions, or improvements pursuant to this clause, to any of the following funds:

24.4.1.1 C+BUS, ARF, ASSET, STA, Statewide Superannuation Trust (SST), Building Employees Superannuation Trust (BEST); or

24.4.1.2 any **fund** agreed between the employer and eligible employees, and the **union** or unions, where applicable; or

24.4.1.3 any **fund** which has application to employees in the principal business of the employer, where **eligible employees** covered by this Award are a minority of award covered employees; or

24.4.1.4 any other approved occupational **superannuation fund** to which an employer or **eligible employee** who is a member of the religious fellowship known as The Exclusive Brethren elects to contribute.

24.4.2 An employer will not be required to contribute to more than one **fund** in respect of eligible employees employed under this Award.

24.4.3 Subject to the terms, of this clause, where there is a dispute over the choice of fund in respect of one or more employees, the matter will be referred to the **Commission** for determination.

24.5 Fund Membership

The employer will make an **eligible employee** aware of the employee's entitlements under this clause and will arrange for such eligible employee the opportunity to become a member of the relevant **fund**. An **eligible employee** will, within a period of 30 days from commencement of employment, complete the necessary application forms to become a member of the relevant **fund**, to the satisfaction of the trustees of that fund, in order to be entitled to the contributions prescribed in 24.2.

24.6 Exemption

24.6.1 This clause will be deemed to be satisfied by an employer who:

24.6.1.1 as at 1 December 1991 was already satisfying the requirements of this clause by providing superannuation contributions equivalent to at least 3 per cent of *ordinary time earnings* and continues to satisfy the requirements of 24.2; or

24.6.1.2 at the date of the making of this award is already satisfying and continues to satisfy the requirements of 24.2.

24.6.2 Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standards of existing superannuation arrangements provided by the employer.

24.7 **Absence From Work**

Subject to the trust deed to the *fund* of which an employee is a member, the following provisions will apply.

24.7.1 Paid Leave

Contributions will continue whilst a member of a fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.

24.7.2 Unpaid Leave

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

24.7.3 Work Related Injury Or Illness

In the event of an eligible employee's absence from work being due to work related injury or work related illness, contributions at the normal rate will continue for the period of the absence provided that:

24.7.3.1 the member of the *fund* is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Award;

24.7.3.2 the person remains an employee of the employer.

24.8 **Superannuation Legislation**

The subject of superannuation is extensively dealt with by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Change Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

PART 3 – MIXED ENTERPRISES AND SHOP WORK

OPDATE 01:07:2002 1st pp on or after

Clause 25. Application

OPDATE 01:07:2002 1st pp on or after

This part of the Award applies to employers and employees engaged in *mixed enterprises* and *shop work*.

Clause 26. Rates Of Pay

OPDATE 01:07:2002 1st pp on or after

Rates of pay are contained in Schedule 1 attached to this Award.

Clause 27. Contract Of Employment

OPDATE 01:07:2002 1st pp on or after

27.1 The contract of hiring of employees to whom this part of the award applies, will in the absence of express contracts to the contrary, be deemed to be a contract of hiring by the week.

27.2 Casual Employment

The lowest rate of wages which will be paid to an employee whose hiring is of a *casual* nature will be a rate of 20 per centum greater than the rates prescribed in the appropriate parts of this Award. The *casual* loading compensates employees for the non-receipt of all paid leave, public holidays (not worked), jury service, notice of termination and *redundancy* pay.

27.3 Right To Deduct Payment

The employer may deduct payment for any day upon which the employee cannot be usefully employed because of any strike by or participation in any strike by members of the *union* or because of any strike by any members or member of the *union* employed by the employer or because of any strike by or participation in any strike by any other union organisation or association or by any branch thereof or by any members thereof or of any branch thereof who are employed by the employer because of any breakdown of machinery, or failure or lack of power or because of any other stoppage of work for any cause for which breakdown, failure, lack, stoppage or cause the employer is not responsible.

Clause 28. Other Conditions Of Employment

OPDATE 18:12:2004 1st pp on or after

Employees covered by this part of this Award will have applied to them the provisions, if any, of any award, determination or agreement applicable to the majority of other persons employed in the mixed enterprise in respect of the following conditions of employment, viz, hours of employment, overtime, weekend work, public holidays, fares and travelling allowances, living away from home (distant work), rest periods, annual leave, carers leave, sick leave, termination, introduction of change, *redundancy*, superannuation and dispute resolution.

Employees of the South Australian Government Departments, whilst employed on-site in construction divisions or sections of departments or temporarily attached to constructions divisions or sections, will be paid an industry allowance of \$20.40 per week in lieu of the allowance of \$3.00 prescribed in Clause 36 - Allowances Included In Wage Rates.

PART 4 – CONDITIONS APPLICABLE TO ALL EMPLOYEESOPDATE 01:07:2002 1st pp on or after**Clause 29. Application**OPDATE 01:07:2002 1st pp on or after

This part of the award applies to all employers and employees engaged in *construction work* on-site or *mixed enterprises* and *shop work*.

Clause 30. ApprenticesOPDATE 01:07:2002 1st pp on or after

The rates of pay applicable to *apprentices* are set out in Schedule 1 of this Award.

Clause 31. Special RatesOPDATE 18:12:2004 1st pp on or after

In addition to the rates otherwise prescribed in this Award, the following extra rates will be paid to employees employed under this Award. The special rates prescribed in this award will be paid irrespective of the times at which work is performed and will not be subject to any premium or penalty additions. Where more than one of the rates provides payments for disabilities of substantially the same nature then only the highest of such rates will be payable.

31.1 Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof - 57 cents per hour or part thereof.

31.2 Aluminium Foil Insulation

Where required to work on the fixing of aluminium foil insulation on roofs or walls prior to the sheeting thereof - 38 cents per hour or part thereof. Anti-glare type foil is exempted from this payment.

31.3 Hot Work

An employee who works in a place where the temperature has been raised by artificial means to between 46 and 54 Celsius - 46 cents per hour or part thereof, exceeding 54 Celsius – 57 cents per hour or part thereof. Where such work continues for more than two hours, in temperatures exceeding 54 Celsius the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

31.4 Cold Work

An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius will be paid 46 cents per hour.

Where such work continues for more than two hours, the employee will be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this subclause.

31.5 Explosive Powered Tools

An operator of explosive powered tools who is required to use an explosive powered tool, will be paid \$1.09 for each day on which the employee uses such a tool.

31.6 Towers

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a *multi-storey building*), cooling tower, water tower or silo, where the construction exceeds fifteen meters in height will be paid for all work above fifteen metres - 46 cents per hour, with 46 cents per hour additional for work above each further fifteen metres.

Provided that any similarly constructed building or a building not covered by Clause 33.2 “Definition Of Multi-Storey Building”, which exceeds 15 metres in height may be covered by this subclause, or by Clause 33 - Multi-Storey Allowance by agreement or where no agreement is reached, by determination of the *Commission*.

31.7 Toxic Substances

- 31.7.1 An employee required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 31.7.2 Employees using such materials will be provided with and will use all safeguards as are required by the appropriate Government authority or in the absence of such requirement such safe-guards as are defined by a competent authority or person chosen by the *Union* and the employer.
- 31.7.3 Employees using toxic substances or materials of a like nature will be paid 57 cents per hour extra. Employees working in close proximity to employees so engaged will be paid 46 cents per hour extra.
- 31.7.4 For the purpose of this subclause toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system will be deemed to be materials of a like nature.

31.8 Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid such rates as are agreed upon between the employee and the employer. Where agreement is not reached, the matter may be referred to the *Commission* for the determination of a special rate.

31.9 Asbestos Materials

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees will be paid 57 cents per hour extra whilst so engaged.

31.10 Acid Plants And Chemical Works

An employee engaged in plumbing work carried out on production plant in chemical works or acid plants which has been commissioned will be paid an additional \$1.67 per hour. Provided that this special rate will not apply to an employee who receives the Lead Burning allowance prescribed in Clauses 11.3.9 and 25.6.

31.11 Bitumen Work

An employee handling hot bitumen or asphalt or dipping materials in creosote will be paid 57 cents per hour extra.

31.12 Cutting Tiles

An employee engaged on cutting tiles by electric saw will be paid 57 cents per hour extra whilst so engaged.

31.13 Computing Quantities

Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees will be paid an additional \$3.33 per day or part thereof. This allowance will not apply to an employee classified as a leading hand and receiving allowances prescribed in Clauses 11.3.6 and 26.3.

31.14 Hospitals

Any employee when engaged in repairs demolition and/or maintenance of any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases will be paid 57 cents per hour extra with a minimum payment of \$1.70 per day or part thereof.

31.15 Confined Space

An employee required to work in a confined space will be paid 57 cents per hour or part thereof. ("Confined Space" means a place the dimensions or nature of which necessitate working in a cramped position or without ventilation.)

31.16 Swing Scaffold

A payment of \$3.33 for the first four hours or any portion thereof and 69 cents for each hour thereafter on any day will be made to any person employed:

- on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of six metres or more above the nearest horizontal plane.

An *apprentice* with less than two years experience will not use a swing scaffold or bosun's chair.

31.17 **Wet Work**

Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, will be paid 46 cents per hour whilst so engaged.

31.18 **Dirty Work**

An employee engaged on unusually dirty work will be paid 46 cents per hour.

31.19 **Ladder Work**

An employee engaged on work requiring a ladder exceeding 8 metres above the nearest horizontal plane will be paid 57 cents per hour.

31.20 **Chokage Work**

Where required to open an inspection point on a sewer drain or order to clear a chokage or to open inspect and while working on any septic tank, cess pit, sewerage or sullage ejector an employee will be paid an additional \$5.69 per day for each day on which the circumstance occurs.

31.21 **First Aid Allowance**

An employee who is qualified in first aid and who is appointed by the employer to carry out first aid duties in addition to the employee's usual duties will be paid an additional rate of \$1.96 per day.

31.22 **Laser Safety Officer Allowance**

This clause will apply when laser safety equipment is utilised for work within the scope of this award. Laser will mean any device except a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulation emission. Laser Safety Officer is an employee who, in addition to the employee's ordinary work, is qualified to perform duties associated with laser safety, and is appointed as such. Where an employee has been appointed by the employer to carry out the duties of a laser safety officer, the employee will be paid an allowance of \$1.90 per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.

Clause 32. Disabilities Allowance, Royal Adelaide Hospital, Glenside Campus

OPDATE 18:12:2004 1st pp on or after

Plumbers employed by the Royal Adelaide Hospital, Glenside Campus will be paid an allowance at the rate of \$16.31 per week for all disabilities encountered whilst working in the said Campus in lieu of any or all of the special rates prescribed by Clause 31 - Special Rates of this Award.

For all hours worked in excess of or less than 38 per week, the abovementioned allowance will be increased or decreased by 1/38 whatever the case may be, calculated to the nearest cent for each hour or part thereof so worked.

The abovementioned allowance will be applied during authorised paid absence of leave but will not be applicable to any payment made in lieu of leave.

Clause 33. Multi-Storey Allowance

OPDATE 18:12:2004 1st pp on or after

33.1 Eligibility

A multi-storey allowance will be paid to all employees on-site engaged in the construction of a **multi-storey building** as defined herein, to compensate for the disabilities experienced in, and which are peculiar to the construction of a **multi-storey building**.

33.2 Definition Of Multi-Storey Building

For the purposes of this clause, a **multi-storey building** is a building which will, when complete, consist of five or more storey levels. For the purposes of this clause, a storey level means structurally completed floor, walls, pillars or columns and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).

33.3 Table Of Payment

Except as provided for in 33.4 "Service Cores", an allowance in accordance with the following table will be paid to all employees on the building site. The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one of the following components of the building – structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

Floor Level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

From commencement of Project to fifteenth floor level – 37 cents per hour extra.
 From sixteenth floor level to thirtieth floor level – 44 cents per hour extra.
 From thirty-first floor level to forty-fifth floor level – 69 cents per hour extra.
 From forty-sixth floor level to sixtieth floor level – 88 cents per hour extra.
 From sixty-first floor level onwards - \$1.10 per hour extra.

The allowance applicable at the highest point of the building will continue until completion of the project.

33.4 Service Cores

- 33.4.1 All employees employed on a service core at more than fifteen metres above the highest point of the main structure will be paid the multi-storey rate appropriate for the main structure plus the allowance prescribed in Towers Allowance calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period. (i.e. For this purpose the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate Towers Allowance). Employees employed on a service core no higher than fifteen metres above the main structure will be paid in accordance with the multi-storey allowance prescribed herein.
- 33.4.2 Any section of a service core exceeding fifteen metres above the highest point of the main structure will be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

Clause 34. Meal Allowance

OPDATE 18:12:2003 1st pp on or after

An employee required to work overtime for at least one and a half hours after working ordinary hours will be paid an amount of \$9.90 to meet the cost of a meal, plus an additional \$9.90 for each subsequent four hours worked. The employer may provide a meal or meals instead of paying any such allowances.

Clause 35. Asbestos Eradication

OPDATE 18:12:2004 1st pp on or after

35.1 This clause will apply to employees engaged in the process of **asbestos eradication** in the performance of work within the scope of this Award.

35.2 Definition

Asbestos eradication is defined as work involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

35.3 Control

All aspects of asbestos work will meet as a minimum standard the provisions of the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition / removal of asbestos based materials.

Without limiting the effect of the above provisions, any person who carries out *asbestos eradication* work will do so in accordance with the legislation / regulations prescribed by the appropriate authorities.

35.4 Rate Of Pay

In addition to the rates prescribed in this Award, an employee engaged in *asbestos eradication* (as defined) will receive \$1.54 per hour worked in lieu of special rates prescribed in Clause 31 - Special Rates with the exception of Subclauses 31.3 "Hot Work", 31.4 "Cold Work" and 31.16 "Swing Scaffold".

35.5 Protection Of Employees

Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification For Respiratory Protective Devices") will be work by all personnel during work involving eradication of asbestos.

35.6 Other Conditions

The conditions of employment, rates and allowances, except so far as they are otherwise specified in this clause, will be the conditions of employment, rates and allowances of the Award as varied from time to time.

Clause 36. Allowances Included In Wage Rates

OPDATE 18:12:2004 1st pp on or after

36.1 Industry Allowance

36.1.1 The industry allowances referred to in the appropriate wages clause of this award are:

	Per Week (\$)
On-Site Construction	20.40
Mixed Enterprise Maintenance Work	3.00

36.1.2 The several disabilities taken into account in determining the herein amounts include:

- climatic conditions when working in the open on all types of work or on a *multi-storied buildings* prior to an elevator being available;
- the physical disadvantages of having to climb stairs or ladders, particularly on *multi-storied buildings* prior to an elevator being available;
- the disability of dust blowing in the wind on building sites and brick dust;
- sloppy and muddy conditions associated with the initial stages of erection of a building;
- dirty conditions caused by the use of form oil or from green timber;
- drippings from newly poured concrete;
- the disability of working on all types of scaffold, other than a single plank or a bosun's chair;
- the lack of the usual amenities associated with factory work (e.g. Meal rooms, change rooms, lockers, showers, canteens and cafeterias, etc);
- all other disabilities not specifically compensated or allowed for by any other provisions of this Award.

36.2 Tools And Tool Allowances

36.2.1 As set out in the following table, an employee will be paid an allowance to compensate for the purpose and maintenance in efficient working order of the tools specified in 36.2.2.1, 36.2.2.2 and 36.2.2.3.

	Per Week
	\$
Plumber and Gasfitter	22.10
Roof Plumber	17.90
Drainer	17.90

36.2.2 A kit of tools will consist of at least the following, but an employee will only be required to have available at any time those tools of such kit as are necessary for the proper performance of the work or job being done by the employee –

36.2.2.1 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.

36.2.2.2 One set 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, 11mm, 16mm, 22mm, 25mm and 28mm.

36.2.2.3 One each of the following:
250mm and 300mm screwdrivers; 285g Tack Hammer; 450g Ball Pein 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; 27.2kg 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 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.

36.3 Other Tools And Equipment

If an employee is requested to provide any or all of the following tools or appliances viz; 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, LPG kits or similar heating appliances, he will be paid by the employer an additional 21 cents per hour.

36.4 Registration Allowances

The registration allowances contained in the rates of pay of this award are to compensate an employee for the responsibilities imposed by holding and maintaining registration.

Clause 37. Compensation For Tools And Clothes

OPDATE 18:12:2003 1st pp on or after

37.1 An employer, will provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if required by the employee), a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools, and on multi-storey and major project jobs the employer will provide, where possible, a suitable lock-up for employees' tools within a reasonable distance of the work area of any large group of employees.

37.2 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and employer or, in default of agreement, as may be fixed by the *Commission*.

37.2.1 An employee will be reimbursed by the employer to a maximum of \$1276.20 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this award or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

37.2.2 Where an employee is absent from work because of illness or accident and has advised the employer in accordance with Clause 22.3 "Sick Leave", the employer will ensure that the employee's tools are securely stored during the employees absence.

37.2.3 When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process. For the purposes of this clause:

- Only tools used by the employee in the course of his employment will be covered by this clause.
- The employee will, if requested to do so, furnish the employer with a list of tools so used.

- Reimbursement will be at the current replacement value of new tools of the same or comparable quality.
- The employee will report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

Clause 38. Protection of Employees

OPDATE 01:07:2002 1st pp on or after

- 38.1 Employees working in tuberculosis hospitals and homes will, if a request is made by them, be X-rayed at the employer’s expense and the employer’s, on termination of employment at such tuberculosis hospital or home or each six months, whichever is the sooner.
- 38.2 An employee will not raise or lower a swinging scaffold (other than a bosun’s chair) alone and an employer will not require an employee to raise or lower a scaffold alone.
- 38.3 The employer will provide sufficient facilities for washing and five minutes will be allowed before lunch and before finishing time to enable employees to wash and put away gear.
- 38.4 **Hand Protective Paste**

The employer will at the request of an employee provide hand protective paste for the use of such employee.

Clause 39. Right Of Entry

OPDATE 01:07:2002 1st pp on or after

- 39.1 The Secretary or any other duly accredited representative of the **Union** will on production of their authority to the employer or the employer’s representative have the right to enter any place or premises at which one or more members of the **union** are employed at any time during normal working hours or when overtime is being worked for the purpose of interviewing employees, checking on wage rates, Award breaches or safety conditions or regulations so long as they do not unduly interfere with the work being performed by any employee during working time.
- 39.2 A representative of the **Union** will be a duly accredited representative if the person is a holder for the time being of a certificate signed by the general secretary of the organisation and bearing the seal of that organisation in the following form, or in a form not materially differing therefrom:

The Plumbers and Gasfitters Employees Union of Australia - Adelaide Branch

This is to certify that is a duly accredited representative of the abovenamed organisation for all purposes of this Award made under the *Industrial and Employee Relations Act 1994*.

(L.S.).....

..... Secretary

Specimen signature of Holder
Strictly not transferable

Clause 40. Posting Of Award

OPDATE 01:07:2002 1st pp on or after

A copy of this Award with all variations thereof, will be posted and kept posted by the employer in a prominent place on the employer’s premises accessible to the employees.

Clause 41. Posting Of Notices

OPDATE 01:07:2002 1st pp on or after

An employee will not prevent an official of the **Union** authorised in writing in that connection from posting on an employer’s premises or job a copy of any official notice of the **Union**, provided such notice is of reasonable size.

Clause 42. Enterprise Flexibility Provision

42.1 In this clause a **relevant union** means an organisation of employees that has an interest in this award and has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

The failure by an employer to give each relevant union an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to vary the award.

42.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. Each relevant union will be entitled to be represented.

42.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.

42.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

42.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the **Commission**. The agreement will be made available in writing, to all employees at the enterprise or workplace and to the unions having an interest in the award.

42.6 When this Award is varied to give effect to an agreement made pursuant to this clause the variation will become a schedule to this Award and the variation will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

42.7 The agreement must meet the following requirements to enable the **Commission** to vary this award to give effect to it:

42.7.1 that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

42.7.2 that the majority of employees covered by the agreement genuinely agree to it;

42.7.3 that the award variation necessitated by the agreement meets the requirements of the "Approval" test set out at Section 79 of the *Industrial and Employee Relations Act 1994* (the Act).

Clause 43. Definitions

OPDATE 01:07:2002 1st pp on or after

43.1 **All Others** includes all employees not otherwise defined herein.

43.2 **Apprentice** means an employee whom another person has agreed in writing to teach, or to instruct in some trade, whether that is or is not the sole purpose of the agreement, and whether the *Industrial and Employee Relations Act 1994*, applies to that trade or not, and any person who is a trainee **apprentice**.

43.3 **Commission** means the Industrial Relations Commission of South Australia.

43.4 **Construction Work** is defined as all work performed by employees under this Award wherever performed other than that defined as **maintenance work** or **shop work**.

43.5 **Construction Work (Mixed Enterprise)** is that work in connection with the erection of structures, or remodelling of existing structures, whose purpose is the extension of the productive, administrative, storage or distributive functions of a mixed enterprise.

43.6 **Drainer** means an employee who carries out all drainage work other than that for which a certificate of registration is required and includes a trainee drainer.

43.7 **Gasfitter** means any employee, whether registered or not, engaged on the installation and/or maintenance of gas services and/or appliances.

43.8 **Irrigation Installer** (For employers whose principle business is Irrigation Installation or Plumbing) means an employee employed or usually employed in executing any irrigation plumbing. Without limiting the generality of the foregoing such work will include the following:

- 43.8.1 The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas or substances used to sustain plant life.
- 43.8.2 The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, backflow prevention devices, filters, water meters, flow control systems, all types of hydraulic, electric and electronic extra low voltage control systems including relays, timers, flow switches, level controls and other ancillary controls up to 32 volts AC and DC including the associated wiring for such equipment and all other components required to form a complete system of irrigation.
- 43.8.3 The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agricultural pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build-up in the soil or other medium as a result of irrigation.
- 43.8.4 Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.
- 43.8.5 Nothing in this definition authorises an irrigation installer to perform work which requires certification or registration unless that person holds such certification or registration pursuant to the appropriate State legislation or regulations.
- 43.9 **Leading Hand** means an employee who is authorised by the employer to give instructions to, and be responsible for, the work done by other employees.
- 43.10 **Lead Burner** means an employee engaged in lead-burning of lead work in connection herewith.
- 43.11 **Maintenance Work** means work performed by employees under this award employed in a mixed enterprise not being work in or in connection with the erection of structures whose purpose is the extension of the productive, administrative, storage or distributive functions of such an enterprise.
- 43.12 **Mechanical Service Plumber** means an employee, whether registered or not, who carries out any plumbing work (unless otherwise defined herein) on any part of a mechanical services installation.
- 43.13 **Mixed Enterprises** means an employer's enterprise carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise, materials, gas, electric current or power or any transport, water supply or sewerage service, the production, treatment, distribution or provision whereof is not mainly attributable to or mainly dependent on the work performed by employees covered by this award but in which the work performed by employees covered by this award is subsidiary and auxiliary to the carrying on of the enterprise, and without limiting the foregoing, includes the activities of the South Australian Government Departments.
- 43.14 **Piece Work** means that work for the performance of which employees are paid according to a scale of charges related to the completion of articles, things or services or portions of articles, things or services.
- 43.15 **Provisional Permit Holder** means an employee who holds a provisional permit issued pursuant to regulations made under the *Sewerage Act* to work at the trade of sanitary plumbing under the immediate supervision of a registered sanitary plumber.
- 43.16 **Registered Drainer** means an employee who holds a certificate of registration as a sanitary drainer issued pursuant to regulations made under the *Sewerage Act*.
- 43.17 **Registered Sanitary Plumber** means an employee who holds a certificate of registration as a sanitary plumber issued pursuant to regulations made under the *Sewerage Act*.
- 43.18 **Registered Water Plumber** means an employee who holds a certificate of registration as a plumber for water installations issued pursuant to by-laws made under the *Waterworks Act*.
- 43.19 **Roof Plumber** means an employee who carries out any work in connection with the enclosing and cladding of buildings for the purpose of rendering them weatherproof.
- 43.20 **Ship Plumber** means an employee engaged on plumbing work in connection with ships.

- 43.21 **Shop Work** is any work performed by employees under this award in a workshop not located at an “on site” building project.
- 43.23 **The Union** means The Plumbers and Gasfitters Employees Union of Australia – Adelaide Branch.
- 43.23 The *Acts Interpretation Act, 1915-1957*, will apply to the construction of this Award in the same manner as if this Award had been enacted by Parliament.

Clause 44. Anti-Discrimination

OPDATE 01:07:2002 1st pp on or after

- 44.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the *Industrial and Employee Relations Act 1994* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 44.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 44.3 **Nothing In This Clause Is To Be Taken To Affect**
- 44.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 44.3.2 Until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;
- 44.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the state or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 44.4 **Nothing In This Clause Is To Be Taken To Prevent**
- 44.4.1 A matter referred to in Subclause 44.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.
- 44.4.2 A matter referred to in Subclause 44.1 from being a reason for terminating a person’s employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

PLUMBERS AND GASFITTERS (SOUTH AUSTRALIA) AWARD

SCHEDULE 1 – RATES OF PAY

PART 2 – CONSTRUCTION WORK ON-SITE – DAILY HIRE EMPLOYEES

OPDATE 18:12:2004 1st pp on or after

Clause 11. Rates Of Pay

OPDATE 18:12:2004 1st pp on or after

11.1 The minimum rate of pay to be paid to the various groups of employees catered for in this Part for work in ordinary time will be calculated as follows:

Group 1 – Registered Sanitary Plumber	Per Hour
\$	\$
368.00 Wage	
20.40 Industry Allowance	
22.10 Tool Allowance	
21.70 Registration Allowance	
16.10 Plumbing Trade Allowance	
52.10 Supplementary Payment	
125.00 Arbitrated Safety Net Adjustment	

$$625.40 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$17.18$$

Special Allowance

Note: The formula 52/50.4 prescribed in the calculation of the hourly rate for this group will not apply to any Registered Plumber employed by Resthaven Homes for the Aged Incorporated.

Group 2 – Provisional Permit Plumber / Registered Water Plumber	
\$	
368.00 Wage	
20.40 Industry Allowance	
22.10 Tool Allowance	
11.00 Registration Allowance	
16.10 Plumbing Trade Allowance	
52.10 Supplementary Payment	
125.00 Arbitrated Safety Net Adjustment	

$$614.70 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$16.89$$

Special Allowance

Group 3 – Irrigation Installer 3rd Year	
\$	
365.60 Wage	
20.40 Industry Allowance	
16.10 Plumbing Trade Allowance	
52.10 Supplementary Payment	
125.00 Arbitrated Safety Net Adjustment	

$$579.20 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$15.93$$

Special Allowance

Irrigation Installer 2nd Year

\$

330.60	Wage
20.40	Industry Allowance
16.10	Plumbing Trade Allowance
52.10	Supplementary Payment
123.00	Arbitrated Safety Net Adjustment

$$542.20 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$14.92$$

Special Allowance

Irrigation Installer 1st Year

\$

295.60	Wage
20.40	Industry Allowance
16.10	Plumbing Trade Allowance
52.10	Supplementary Payment
123.00	Arbitrated Safety Net Adjustment

$$507.20 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$13.97$$

Special Allowance

Group 4 – Roof Plumber

\$

368.00	Wage
20.40	Industry Allowance
17.90	Tool Allowance
16.10	Plumbing Trade Allowance
52.10	Supplementary Payment
125.00	Arbitrated Safety Net Adjustment

$$599.50 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$16.48$$

Special Allowance

Group 5 – Registered Drainer

\$

368.00	Wage
20.40	Industry Allowance
22.10	Tool Allowance
11.00	Registration Allowance
52.10	Supplementary Payment
125.00	Arbitrated Safety Net Adjustment

$$598.60 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$16.46$$

Special Allowance

Group 6 - All Others

\$	
368.00	Wage
20.40	Industry Allowance
17.90	Tool Allowance
52.10	Supplementary Payment
125.00	Arbitrated Safety Net Adjustment

$$583.40 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$16.04$$

Special Allowance

Group 7 - Drainer

\$	
360.70	Wage
20.40	Industry Allowance
17.90	Tool Allowance
52.10	Supplementary Payment
123.00	Arbitrated Safety Net Adjustment

$$574.10 \quad X \quad \frac{52}{50.4} \quad + \quad \$7.70 \quad X \quad \frac{1}{38} \quad = \quad \$15.79$$

Special Allowance

11.2 Calculation Of Hourly Rates Of Pay: Follow The Job Allowance

The calculation of the hourly rates for the above employees employed “on-site” on construction work will take into account loss of earnings due to eight days in respect of the incidence of loss of wages for periods of unemployment between jobs, and compensation for any other disabilities associated with daily hire in the building industry. For this purpose, the hourly rate is calculated to the nearest cent.

11.3 Plumbing Trade Allowance

Employees who are engaged as a *Registered Sanitary Plumber, Provisional Permit Plumber, Mechanical Services Plumber, Gasfitter, Registered Water Plumber* or *Roof Plumber* will be paid an allowance at the rate of \$16.10 per week to compensate for the following classes of work and in lieu of the relevant amounts in Clause 31 - Special Rates whether or not such work is performed in any one week. When working outside the categories listed hereunder, an employee will receive the appropriate rates provided for in Clause 31 - Special Rates.

11.3.1 Registered Sanitary Plumber and Provisional Permit Plumber

- clearing stoppages in soil or waste pipes, sewer drain pipes, also repairing and putting same in proper order;
- work in wet spaces;
- work requiring a swing scaffold, swing seat or rope;
- dirty or offensive work;
- work in any confined space;
- work on a ladder exceeding 8 metres in height

11.3.2 Mechanical Services Plumber, Gasfitter and Registered Water Plumber

- handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be affected by the use thereof;
- work in a place where the temperature has been raised by artificial means to between 46° and 54° or exceeding 54° C;
- work in a place where fumes of sulphur or other acid or other offensive fumes are present;
- dirty or offensive work;
- work in any confined space;

- work on a ladder exceeding 8 metres in height.

11.3.3 Roof Plumber

- use of explosive powered tools;
- work requiring use of materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and will use all necessary safeguards as required by the appropriate occupational health authority including the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus); dirty or offensive work;
- work requiring a swing scaffold, swing seat or rope;
- work on a ladder exceeding 8 metres in height.

11.3.4 Additional Payment

Employees will be paid a supplementary payment of \$52.10 to compensate for the non-incident of over-award payments in the building industry.

11.3.5 Special Allowance For Daily Hired “Construction On-Site” Employees

Employees will be paid the Special Allowance of \$7.70 to compensate for the following matters:

- Excess travelling time incurred by employees in the building industry.
- The removal of loadings from the various building awards consequent upon the introduction of paid rates awards in the industry.

11.3.6 Leading Hands

A person specifically appointed to be a **Leading Hand** (as defined) will be paid at the rate of the undermentioned additional hourly amounts above the hourly rates of the highest classification supervised, or his own rate, whichever is the highest in accordance with the number of persons in his charge.

	Weekly Base	Per Hour
	\$	\$
• In charge of not more than 1 person	12.93	0.35
• In charge of 2 and not more than 5 persons	28.70	0.78
• In charge of 6 and not more than 10 persons	36.65	1.00
• In charge of over 10 persons	48.90	1.33

The hourly rate prescribed herein is calculated to the nearest cent (less than half a cent to be disregarded), by multiplying the weekly base amount by 52/50.4 dividing by 38, and the said amount will apply for all purposes of this Award

11.3.7 Master Plumbers

An employee who is required by the employer to hold a Master Plumber Certificate, will be paid an additional 75 cents per hour for every hour of employment whether or not they have in any hour in fact acted on such certificate. “Acting on a Plumbers Certificate” will mean signing of notices and assuming responsibilities to relevant Authorities.

11.3.8 Ship’s Plumber

An employee engaged on plumbing work connection with ships will be paid an additional \$1.00 per hour.

11.3.9 Lead Burner

An employee engaged in lead-burning or in the preparation of lead work for lead-burning will be paid an additional \$1.43 per hour.

11.3.10 Mechanical Service Plumbers

Will be paid at the rate of 70 cents per hour above the Group 4 wage rate.

11.3.11 Gasfitters

Will be paid at the rate of 70 cents per hour above the Group 4 wage rate.

11.3.12 Employee Acting on Welding Certificate

An employee who is requested by the employer to hold the relevant qualifications required by the State Government or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or

machine welding, and is required by the employer to act on, such qualifications, will be paid an additional 40 cents per hour for oxy-acetylene welding and 43 cents per hour for electric welding for every hour of employment whether or not he had in any hour performed work relevant to those qualifications held.

11.3.13 The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case decision of July 2003 [[2003] SAIRComm 40]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

Part 3 – MIXED ENTERPRISES AND SHOPWORK – WEEKLY HIRE EMPLOYEES

OPDATE 18:12:2004 1st pp on or after

Clause 26. Rates Of Pay

OPDATE 18:12:2004 1st pp on or after

26.1 The minimum weekly rates of pay to be paid to the various groups of employees working in *mixed enterprises* or *shop work* catered for in this Part for work in ordinary time will be as set out hereunder together with such other allowances specified and payable within the provisions of this Award.

Group 1 – Registered Sanitary Plumber

\$	
368.00	Wage
3.00	Industry Allowance
22.10	Tool Allowance
21.70	Registration Allowance
125.00	Arbitrated Safety Net Adjustment

539.80

**Group 2 – Provisional Permit Plumber
Registered Water Plumber
Registered Drainer**

\$	
368.00	Wage
3.00	Industry Allowance
22.10	Tool Allowance
11.00	Registration Allowance
125.00	Arbitrated Safety Net Adjustment

529.10

Group 3 – Roof Plumber and All Others

\$	
368.00	Wage
3.00	Industry Allowance
17.90	Tool Allowance
125.00	Arbitrated Safety Net Adjustment

513.90

26.2 Where any *Mixed Enterprise* or *shop work* employee not receiving \$20.40 Industry Allowance carries out construction work as defined, an adjustment will be made to the employee's wage rate as follows:

- When the work occupies less than 2 hours on any day – nil.
- *When the work occupies 2 hours or more - \$4.08 per day extra.

*This subclause will not apply to employees employed in incorporated Hospitals and Health Centres of the State Government.

(Note: "State Government" was formerly referred to in this Part as "Public Buildings Department").

26.3 **Leading Hands**

An employee specifically appointed to be a *leading hand* (as defined) will be paid at the rate of the undermentioned additional amounts above the rates of highest classification supervised, or the employee's own rate, whichever is the highest, in accordance with the number of persons in the employee's charge:

	Per Day \$
• In charge of not more than 1 person	2.60
• In charge of 2 and not more than 5 persons	5.74
• In charge of 6 and not more than 10 persons	7.32
• In charge of more than 10 persons	9.76

Leading Hand means an employee who is given by the employer, or the employer's agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person the specific responsibility of directing and/or supervising the work of that person.

26.4 **Master Plumbers**

An employee who is required by the employee's employer to hold a Master Plumber's Certificate, will be paid an additional 75 cents per hour for every hour of employment whether or not the employee has in any hour in fact acted on such Certificate. "Acting on Master Plumber's Certificate" will mean signing of notices and assuming responsibility to relevant authorities.

26.5 **Ship's Plumber**

An employee engaged on plumbing work in connection with ships will be paid an additional \$1.00 per hour.

26.6 **Lead Burner**

An employee engaged in lead-burning or in the preparation of lead work for lead-burning will be paid an additional \$1.43 per hour.

26.7 **Mechanical Service Plumbers**

Will be paid at the rate of 70 cents per hour above the Group 3 wage rate respectively shown in this Award.

26.8 **Gasfitters**

Will be paid at the rate of 70 cents per hour above the Group 3 wage rate respectively shown in this Award.

26.9 **Employee Acting on Welding Certificate**

An employee who is required by the employer to hold the relevant qualifications required by the State Government or other relevant authorities for pressure oxy-acetylene or electric welding either manual or machine welding, and is required by the employer to act on such qualifications will be paid an additional 43 cents per hour for oxy-acetylene welding and 43 cents per hour for electric welding for every hour of employment whether or not the employee has in any hour performed work relevant to those qualifications held.

26.10 The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case decision of July 2003 [[2003] SAIRComm 40]. This arbitrated safety net adjustment may be offset against any

equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

PART 4 – CONSTRUCTION ON SITE, MIXED ENTERPRISES AND SHOPWORK.

OPDATE 18:12:2004 1st pp on or after

The minimum rate of pay to be paid to *apprentices* engaged in construction on-site, *mixed enterprises* and *shop work* will be as set out hereunder.

Clause 30. Apprentices

OPDATE 18:12:2004 1st pp on or after

30.1 Ratio Of Apprentices

The proportionate number of *apprentices* who may be employed by any employer will be one for every two or fraction of two tradespersons employer, with a working proprietor counting as a tradesperson for this purpose.

30.2 Term Of Apprenticeship

The maximum number of years for which an *apprentice* may be indentured will be four years.

30.3 Rates of Pay

The minimum ordinary rate of pay to be paid to *Apprentices* will be in accordance with the percentages set out in the table herein applied to the sum of the weekly base rate (\$368.00), supplementary payment (\$52.10) and arbitrated safety net adjustment (\$125.00) prescribed herein for a Part II, Group 1 – “Registered Sanitary Plumber” and the special allowance in Subclause 11.3.5. In addition to these rates the Apprentices will receive the full rates prescribed for tool allowance and “on-site” industry allowance.

	Percentage per week
	%
For the first year	40
For the second year	55
For the third year	75
For the fourth Year	90

The foregoing minimum rates will be calculated in multiples of 10 cents per week, less than 5 cents to go to the lower amount and 5 cents or more to go to the higher amount.

30.4 Minimum Wage For Apprentices On Reaching Twenty-One Years Of Age

Where an *apprentice* reaches the age of twenty-one years and the appropriate rate of wages is not at least equal to the minimum wage for adult males of \$448.40 per week the apprentice will be paid at the rate of \$448.40 per week until the appropriate rate increases to above the said minimum wage for adult males.

30.5 Kit Of Tools

30.5.1 During training the kit of tools to be provided by an *apprentice* may vary according to the type of work performed by the employer and therefore the kit of tools will be determined by agreement between the apprentice and the apprentice’s employer.

- 30.5.2 Notwithstanding any other provisions of this Award, *apprentices* will not be required to purchase more tools than would be possible with the amount of the tool allowance received for each year of the apprenticeship.

PLUMBERS AND GASFITTERS (SOUTH AUSTRALIA) AWARD

SCHEDULE 2 – SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2002 1st pp on or after

S2.1 Definitions

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

- S2.1.1 **Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in “[Supported Wage System: Guidelines and Assessment Process]”.
- S2.1.2 **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual’s productive capacity within the **Supported Wage System**.
- S2.1.3 **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- S2.1.4 **Assessment Instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

S2.2 Eligibility Criteria

- S2.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a **Disability Support Pension**.
- S2.2.2 (The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.)
- S2.2.3 The award does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect of an organisation which has received recognition under s.10 or under s.12A of the Disability Service Act, or if a part only has received recognition that part.

S2.3 Supported Wage Rates

- S2.3.1 Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according the following schedule:

Assessed Capacity	% of prescribed award rates
2.4	
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%

90%

90%

S2.3.2 Provided that the minimum amount payable will be not less than \$53.00 per week.

S2.3.3 *Where a person's assess capacity is 10% they will receive a high degree of assistance and support.

S2.4 **Assessment of Capacity**

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the *Supported Wage System* and documented in an assessment instrument by either:

S2.4.1 the employer and a union party to the award in consultation with the employee or, if desired by any of these;

S2.4.2 the employer and an accredited Assessor (as defined) acceptable to the employee and the employee's advisers and to the employer.

S2.5 **Lodgment Of Assessment Instrument**

S2.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the *Commission*.

S2.5.2 All *assessment instruments* will be agreed and signed by the parties to the assessment, provided that where a *union* which is party to the award, is not a party to assessment, it will be referred by the Registrar to the *union* by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

S2.6 **Review of Assessment**

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

S2.7 **Other Terms and Conditions of Employment**

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

S2.8 **Workplace Adjustment**

An employer wishing to employ a person under the provisions of this clause will 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.

S2.9 **Trial Period**

S2.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

S2.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

S2.9.3 The minimum amount payable to the employee during the trial period will be not less than \$53.00 per week.

S2.9.4 Work trials should include induction or training as appropriate to the job being trialed.

S2.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Subclause S2.4 "Assessment Of Capacity".

PLUMBERS AND GASFITTERS (SOUTH AUSTRALIA) AWARD

Appendix A – Award Restructuring – New Classification Structure

OPDATE 18:12:2003 1st pp on or after

1. Guidelines for implementation

- 1.1 This Appendix will be introduced by an agreement in writing between the union and a respondent employer or an employer organisation representing respondent employers specifying the scope of the agreement and its period of operation.
- 1.2 The Appendix will operate for a period of twenty-four months from the date the appendix was inserted into this Award.
- 1.3 Where the new Appendix has been introduced the Award rates of pay prescribed in this appendix will replace those appearing in Clause 11 of Part 1 and Clause 26 of Part 3 of this Award for the purpose of calculating the hourly rate of pay.
- 1.4 Parties to this Appendix will implement it through consultative mechanisms appropriate to the size, structure and needs of the workplace and/or the company, firm or individual employer. Where it is agreed between the union and the employer such mechanisms may include the establishment of a consultative committee within the company comprising of equal numbers of employer representatives and agreed employee representatives. Such consultative committees will not be established within companies or firms employing less than fifteen employees. The nature and scope of the consultative mechanism to be established will be agreed to between the employer, the employees and the union.
- 1.5 No existing employee's rate of pay will be reduced as a result of the implementation of this Appendix.

2. Key concepts and terms – award restructuring

- 2.1 **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 air conditioning) and irrigation. The principal purpose of **fields of work** is to facilitate the development of training modules.
- 2.2 **CTA** means Construction Training Australia. The **CTA** will be the recognised authority (for the purpose of this Appendix) responsible for developing competency standards for consideration and endorsement by the National Training Board/Australian National Training Authority 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, including but not limited to:
 - Competency standards
 - Curriculum development
 - Training courses
 - Articulation and accreditation requirements, both on and off the job
 - On the job training, and
 - Assessment and certification arrangements.

In relation to the development of standards for this agreement, the **CTA** may consult with other bodies or committees of a like nature to ensure that consistent standards are maintained across industries.

- 2.3 **Module** means a module of training that equates to the nominal training hours recognised by the relevant training package.
- 2.4 **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.

- 2.5 *Service 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 Award.
- 2.6 *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*.
- 2.7 *Trade certificate*** means a trade certificate or its equivalent relevant to the Plumbing and mechanical Services Industry. A person 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 the definition of Plumbing and Mechanical Services Tradesperson Level I. Whether a trade certificate or its equivalent is relevant will be determined by the union and the employer organisations representing respondent employers to this agreement.
- 2.8** The key concepts and terms of:
- Fields of work (2.1),
 - Services stream (2.5),
 - Service stream (plumbing and mechanical services)(2.6), and
 - Stream or skills streams (2.7),

are not intended to affect the operation of clause 5 – Scope and Persons Bound or clause 4 – Locality.

- 2.9** Where it appears in the classification definitions at levels 105 per cent and above the phrase *or equivalent* means.
- 2.9.1** Any training which a registered provider (eg TAFE) or the Training and Skills Development Commission 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
- 2.9.2** Where competencies meet the requirements of the national competency standards developed by *CTA* for these levels.

3. Rates of Pay

- 3.1** Employees shall be paid the following rates of pay in accordance with the level to which they are entitled, either by virtue of:
- 3.1.1** translation to the new classification structure as detailed in Schedule A of this Award; or
- 3.1.2** by having fulfilled the criteria outlined in the classification definitions contained in this Appendix, provided that they are engaged in work at the level of skill required in the classification structure;

provided that no existing employee's rate of pay shall be reduced as a result of the implementation of this classification structure.

Classification	Weekly Minimum Rate	Relativity tradeperson (a)
Plumbing and mechanical services worker level 2	525.30	100
Plumbing and mechanical services tradeperson Level I	525.30	100
Plumbing and mechanical services tradeperson Level II	546.20	105
Plumbing and mechanical services tradeperson – special class Level I	567.00	110
Plumbing and mechanical services Tradeperson – special class Level II	585.90	115
Advanced plumbing and mechanical services Tradeperson Level I	606.70	120
Advanced plumbing and mechanical services Tradeperson Level II	627.60	125

- 3.1.3** The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case decision of June 2002 [[2002]SAIRComm 38]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over

award arrangements. Absorption which is contrary to the terms of an agreement is not required. Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- 3.1.4** Increases made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.
- 3.1.5** Full translation arrangements showing totals of minimum rates adjustments are detailed in Schedules A and “B” of this Appendix and clause 4 of this Appendix.
- 3.1.6** Notes: The relativity to tradesperson column relates to percentages applying before the application of the arbitrated safety net adjustments from the \$8.00 adjustment made in accordance with the October 1993 review of Wage Fixing Principles (and modified by the September 1994 Safety Net Adjustments and Review decision) up to and including the \$12.00 or \$10.00 per week arbitrated safety net adjustment made in accordance with the safety Net Review – Wages, April 1999 decision.
- 3.2** The rates prescribed in clause 3.1.2 will apply for the purpose of calculating the hourly rate in accordance with Schedule 1 of this Award.
- 3.3** The amounts below reflect the current differential in base rate between the plumber and gasfitter, roof plumber, registered drainer and irrigation installer classifications in this Award and the carpenter classification in the National Building and Construction Industry Award 2000. These excess amounts will be preserved and will not be adjusted until further order of the South Australian Industrial Relations Commission. An employee at the 100 per cent level in the classification structure who is mainly engaged in performing the duties of one of the classifications listed below will be paid the appropriate preserved amount.

Classification	\$
Plumber and gasfitter	2.80
Roof plumber and all others	2.80
Irrigation installer	0.40
Registered drainer	2.80

4. Translation to classification structure

- 4.1** Where agreement is reached to introduce this Appendix and subject to 1.5 of this Appendix, all employees affected will transfer from their current classification to the new classification structure on the basis of their existing award classification in accordance with Schedule A of this Appendix.
- 4.2** 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 or registration unless that person holds such certification or registration pursuant to the appropriate State legislation or regulation.
- 4.3** Schedule B shows the rate of pay applicable upon translation to the new classification structure. It includes the first minimum rates adjustment. Schedule B also shows the minimum rates applicable six months after the implementation of the new wage and classification structure.
- 4.4** **Minimum rates adjustments** are designed to rectify any short-fall in rates of pay between a given classification under the Award and the rate applicable upon translation to the new classification structure. Minimum rates adjustments are phased in through three instalments at six monthly intervals.
- 4.5** Wage increases arising from broadbanding and adjustment of minimum rates are subject to absorption into existing over award payments pursuant to Commission principles.
- 4.6** No employee will unreasonably refuse to undertake training as determined in accordance with 7.3 of this Appendix in paid work time which would enable the employee to fulfil the substantive requirements of the skill level to which they have translated as a result of the introduction of the new classification structure. In seeking upward reclassification an employee will be required to demonstrate that he or she meets the full requirements of the higher skill level in accordance with the classification definitions set out in clause 8 – Outline of classification structure in this Appendix.

5. Engagement and reclassification

- 5.1** Workers will be employed in the *services stream (plumbing and mechanical services)*.
- 5.2** The employer will tell each employee upon engagement that the employee has been employed in the *services stream (plumbing and mechanical services)*.
- 5.3** In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:
- 5.3.1** the training and skill requirements of the position to be filled;
 - 5.3.2** the qualifications, skill level and certification of the employee; and
 - 5.3.3** the experience and/or qualifications of the employee in:
 - 5.3.3(a)** relevant indicative tasks nominated in the classification definitions contained in 8.3; and /or
 - 5.3.3(b)** fields of work against which an employee is accredited.
- 5.4** If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with clause 6 – Classification and reclassification disputes settlement procedure of this Appendix.

6. Classification and reclassification disputes settlement procedure

- 6.1** In the event that a dispute as to the proper classification or reclassification of a position or job arises, the following procedure will apply;
- 6.1.1** The employee and at his/her request, an accredited union representative, will raise the matter with the employer and the parties will attempt to reach agreement as quickly as possible.
 - 6.1.2** If the matter is not settled at this stage, the employee will have the right to have any grievance concerning classification or reclassification referred to a Reclassification Committee or to a consultative committee if one has been established within the company.
 - 6.1.3** Where the matter has been referred to a consultative committee, the committee may recommend a course of action to the employer in resolution of the dispute. An accredited union representative may, at the request of an employee, initiate a matter before the consultative committee on behalf of an employee.
 - 6.1.4** If the matter is not resolved by the consultative committee then it will be referred to a Reclassification Committee.
 - 6.1.5** In the event of a classification or reclassification dispute arising, a Reclassification Committee will be established at State level which will comprise of an equal number of representatives from the CEPU and the employer organisation representing the employer involved in the dispute with the total number of participants not exceeding four.

The CEPU and the employer organisations will endeavour to ensure consistent representation on the reclassification committee in dealing with these disputes.
 - 6.1.6** A Reclassification Committee will have the responsibility of settling disputes concerning:
 - 6.1.6(a)** the classification or reclassification of a position or job to be filled by an employee; and
 - 6.1.6(b)** training pursuant to clause 7.
 - 6.1.7** Where the Reclassification Committee is unable to resolve the matter the parties may refer it to the South Australian Industrial Relations Commission or another body established in accordance with 36.1 of this Award.

- 6.2** Where a company does not have a consultative committee the employee and/or the employer may refer the grievance to the Reclassification Committee if the matter is not settled in accordance with 6.1.1 of this clause. An accredited union representative may, at the request of an employee, initiate a claim before the Committee on behalf of the employee.
- 6.3** The Reclassification Committee will meet as required to deal with matters that have been referred to it in accordance with this clause. National consistent guidelines will be established for the operation of any such Committee and for testing the validity of any employee's claim for reclassification. These procedures will be included in the Implementation Manual (published separately) which should be read in conjunction with 5.3.
- 6.4** The Committee may call upon persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons they believe would assist in the resolution of the dispute.

7. Training for Employees other than Apprentices

- 7.1** This clause applies to training other than apprenticeship training or an equivalent contract for training.
- 7.2** An employer will, in co-operation with the consultative committee where one exists, or by consultation with his/her employees through the consultative mechanisms established in accordance with 1.4, develop a training program consistent with:
- 7.2.1** the national competency standards that have been developed by the industry parties for the non trade and above base trade classifications in the plumbing and mechanical services industry;
- 7.2.2** National training standards for the non trade and above base trade classifications in the plumbing and mechanical services industry;
- 7.2.3** the size, structure and scope of the activities of the employer, and
- 7.2.4** the need to continue to develop vocational skills which are nationally consistent, relevant to the enterprise and the plumbing and mechanical services industry generally through accredited training courses conducted by accredited educational institutions and providers.

Any training program developed in accordance with this clause will ensure that the integrity of the apprenticeship system or equivalent contracts for structured training is maintained in the plumbing and mechanical services industry.

- 7.3** Where the training program is developed through consultation with the consultative committee the roles and responsibilities of the committee in respect to training will be clearly stated, such as:
- 7.3.1** formulation of a training program consistent with the requirements of 7.2;
- 7.3.2** dissemination of information on the training program and availability of training courses and career opportunities to employees;
- 7.3.3** the recommending of individual employees for training and reclassification;
- 7.3.4** monitoring and advising management and employees on the ongoing effectiveness of the training.
- 7.4** Where, as a result of consultation in accordance with this clause it is agreed that additional training should be taken by an employee, that training may be taken either on or off the job except where the classification requires formal structured training. If the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold such paid training leave.
- 7.4.1** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those text books which are available in the employer's library) incurred in connection with the undertaking of training pursuant to 7.2 will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will be subject to the presentation of reports of satisfactory progress.
- 7.4.2** Travel costs incurred by an employee undertaking training in accordance with this clause pursuant to 7.2 which exceeds those normally incurred travelling to and from work will be reimbursed by the employer.
- 7.5** 7.2, 7.3 and 7.4 will operate as interim provisions for a period of twenty four months upon which time their operation will be reviewed.

7.6 Any disputes arising in relation to this clause will be dealt with by the Reclassification Committee in accordance with clause 6.

8. Outline of classification structure

8.1 Classification structure

Classification	Relativity to Base rate %
Plumbing and Mechanical Services Workers Level 2	100
Plumbing and Mechanical Services Tradesperson Level I	100
Plumbing and Mechanical Services Tradesperson Level II	105
Plumbing and Mechanical Services Tradeperson – Special Class Level I	110
Plumbing and Mechanical Services Tradesperson – Special Class Level II	115
Advanced Plumbing and Mechanical Services Tradesperson Level I	120
Advanced Plumbing and Mechanical Services Tradesperson Level II	125

8.2 Employees will be eligible to move up the classification structure upon completion of the training requirements, competency based assessment or experience as specified in the classification definitions. Payment will be on the basis of the level of skills and training required to perform the work of a particular position or job offered by an employer.

8.3 Classification definitions

8.3.1 Plumbing and mechanical services worker level 2 (100%)

A Plumbing and Mechanical Services Worker Level 2 is an employee who has:

- 8.3.1(a) successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) level 2 consisting of 24 appropriate modules of formal structured training agreed to between the parties to this agreement; or
- 8.3.1(b) obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Level I (d) and to the level of her/his training:

- Exercises good interpersonal communication skills
- Exercises discretion within their level of training.
- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.
- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision.
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.
- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level I(d).
- Assists with informal on-the-job guidance to other employees to a limited degree.

8.3.2 Plumbing and mechanical services tradesperson level I (100 %)

A Plumbing and Mechanical Services Tradesperson Level I is an employee who holds 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.

A Plumbing and Mechanical Services Tradesperson Level I works above and beyond an employee at Plumbing and Mechanical Services Worker level I (d) and to the level of her/his training:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assist with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to his/her work.
- 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.
- 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.

The plumbing and mechanical Services Tradesperson Level I incorporates the following translated Award classifications:

- Plumber and gasfitter
- Registered drainer
- Roof plumber and all others
- Irrigation installer
- Drainer

8.3.3 Plumbing and mechanical services tradesperson level II (105%)

A Plumbing and Mechanical Services Tradesperson Level II is a Plumbing and Mechanical Services Tradesperson Level I who has successfully completed three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level I; or equivalent; 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.

A Plumbing and Mechanical Services Tradesperson Level II works above and beyond a Plumbing and Mechanical Services Tradesperson at Level I and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.
- Reads, interprets and applies information from plans.

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:

- Exercise 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 air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

8.3.4 Plumbing and mechanical services tradesperson – special class Level I (110%)

A Plumbing and Mechanical Services Tradesperson – Special Class Level I is a Plumbing and Mechanical services Tradesperson Level I who has completed the following training requirements:

- 8.3.4(a)** successfully completed six appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level I; or equivalent; 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.

A Plumbing and Mechanical Services Tradesperson – Special class Level I works above and beyond a Plumbing and Mechanical Services Tradesperson Level II and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques
- Provides trade guidance and assistance as part of a team
- Exercises discretion within the scope of this grade.
- Works under limited supervision either individually or in a team environment.
- Reads, interprets and applies information from plans.

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:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity
- Write brief reports on work activity
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- 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 air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

8.3.5 Plumbing and mechanical services tradesperson – special class Level II (115%)

A Plumbing and Mechanical Services Tradesperson – Special Class Level II is a Plumbing and Mechanical Services Tradesperson Level I who has completed the following training requirements:

- 8.3.5(a)** successfully completed nine appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson Level I; or equivalent; 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.

A Plumbing and Mechanical Services Tradesperson – Special Class Level II works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level I and to the level of her/his training;

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works under limited supervision either individually or in a team environment.
- Reads, interprets and applies information from plans.

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:

- Exercises high precision trade skills using various materials and/or specialised techniques;

- 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 air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

8.3.6 Advanced plumbing and mechanical services tradesperson Level I (120%)

An Advanced Plumbing and Mechanical Services Tradesperson Level I is a Plumbing and Mechanical Services Tradesperson Level I who has completed the following training requirements:

8.3.6(a) Successfully completed 10.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level I; or

8.3.6(b) Equivalent accredited training; or equivalent; 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.

An Advanced Plumbing and Mechanical Services Tradesperson Level I works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level II and to the level of her/his training;

- Exercises the skills attained through completion of the training prescribed for this classification.
- Exercise discretion within their level of training.
- Able to provide trade guidance and assistance as part of a work team
- Understands and implements quality control techniques.
- Works under limited supervision either individually or in a team environment.
- Reads, interprets and applies information from plans.

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:

- Exercises high precision trade skills using various materials and/or specialised techniques;
- Possesses effective written and verbal skills in order to provide concise reporting and communication.
- Exercises 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 air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

8.3.7 Advanced plumbing and mechanical services tradesperson Level II (125%)

An Advanced Plumbing and Mechanical Services Tradesperson Level II is a Plumbing and Mechanical Services Tradesperson Level I who has completed the following training requirements:

8.3.7(a) Successfully completed twelve appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level I; or

8.3.7(b) equivalent accredited training;

or equivalent; 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.

An Advanced Plumbing and Mechanical Services Tradesperson Level II works above and beyond and Advanced Plumbing and Mechanical Services Tradesperson Level I and to the level of her/his training;

- Undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level I.
- Provides trade guidance and assistance as part of a work team.
- Assists in the provision of training to employees in conjunction with supervisors/trainers.
- Performs maintenance planning and predictive maintenance work within their field of work.
- Prepares reports of a technical nature on specific tasks or assignments as directed.
- Exercises broad discretion within the scope of this level.

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:

- Use information from plans to identify, diagnose and solve problems related to work in a specific field.
- Be able to identify and deviations from plans and sketches.
- Schedule and plan work for a team and provide brief reports on the progress and quality of the work.
- Exercises, 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 air conditioning, irrigation, roofing, gas fitting or consumer piping systems.
- Exercises diagnostic skills in respect to various systems in plumbing and mechanical services.

8.4 Supervision definitions

8.4.1 General supervision

Working under general supervision means person who:

- Receives general instructions, usually covering only the broader technical aspects of the work; and
- May be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- Has their assignments reviewed on completion; and
- Although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

8.4.2 Limited supervision

Working under limited supervision means a person who:

- Receives limited instructions normally confined to a clear statement of objectives; and
- Has their work usually measured in terms of the achievement of stated objectives; and
- Is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

9.1 Rates of pay – apprentices

In lieu of the provisions of clause 30 (Apprentices) of this Award the following provisions will apply to apprentices employed under the terms of this Appendix:

30.3 The minimum ordinary rate of pay to be paid to apprentices will be in accordance with the percentages set out below applied to the sum of the weekly minimum rate for a plumbing and mechanical services tradesperson Level I as prescribed in 3.1 of this Appendix, the preserved amount for a plumber and/or gasfitter as prescribed in 3.3 of this Appendix, and the special allowance in 11.3.5 of Schedule 1 of the Award. In addition to these rates the apprentices will receive the full rates prescribed by clauses 11 – Rates of pay, all-purpose allowances, calculation of hourly rates and Special Rates of the Award.

	Percentage per week
For the first year	40
For the second year	55
For the third year	75
For the fourth year	90

The foregoing minimum rate will be rounded to the nearest 10 cents per week.

SCHEDULE A – TRANSLATION TABLE

Current Classification	Plumber and Gasfitter	Drainer – South Australia
Existing relativity	100.77%	98.77%
Existing minimum rate	\$528.10	\$518.80
New classification level	Plumbing and Mechanical Services Tradesperson Level I	Plumbing and Mechanical Services Tradesperson Level I
New minimum rate	\$525.30	\$525.30
Preserved amount	\$2.80	\$0.00
Minimum rate adjustment	Nil	\$6.50
Actual minimum rate	\$528.10	\$525.30

Current Classification	Registered drainer	Roof plumber - and all others	Irrigation Installer
Existing Relativity	100.77%	100.77%	100.11%
Existing Minimum rate	\$528.10	\$528.10	\$525.70
New Classification Level	Plumbing and mechanical services tradesperson Level I	Plumbing and mechanical services tradesperson Level I	Plumbing and Mechanical Services Tradesperson Level I
New minimum Rate	\$525.30	\$525.30	\$525.30
Preserved Amount	\$2.80	\$2.80	\$0.40
Minimum rate adjustment rate	\$0.00	\$0.00	\$0.00
Actual minimum rate	\$528.10	\$528.10	\$525.70

SCHEDULE B – IMPLEMENTATION OF MINIMUM RATE ADJUSTMENTS

Old Classification	Drainer – South Australia
New classification level	Plumbing & mechanical services tradesperson L I
New minimum rate	\$525.30
New relativity	100%
Total minimum rate adjustment	\$4.50
Pay on commencement of new classification structure*	\$523.80
Pay six months after commencement of new classification structure*	\$525.30
Pay twelve months after commencement of new classification structure*	\$525.30

NOTE: * These rates shall be adjusted in accordance with State Wage Case principles.

APPLICATIONS FILED

File No	Description of Document	Date Lodged
06463/2000	AWARD VARIATION (Was Reg No 65 then changed to 66) Award varied. Cl. 7 Wages, Cl. 12 Wages, Cl. 14 Other Conditions of Employment, Cl. 16 Apprentices, Cl. 17 Special Extra Allowances, Cl. 17A Disability Allowance, Cl. 18 Multi-Storey Allowance, Cl. 29 Allowances included in Wage Rates, Cl. 33 Protection of Employees, Cl. 46 Asbestos Eradication, Schedule 1 Wages re SWC 1999. Oupdate ppc 06/11/2000.	10/10/2000
07113/2001	AWARD VARIATION Award varied. Cl. 14 Other Conditions of Employment, Cl. 17 Special Extra Allowances, Cl. 17A Disabilities Allowance - Glenside Hospital, Cl. 18 Multi-Storey Allowance, Cl. 29 Allowances Included in Wage Rates, Cl. 33 Protection of Employees, Cl. 46 Asbestos Eradication, Sch. 1 Wages re SWC 2000. Oupdate ppc 08/11/2001.	03/10/2001
01898/2002	AWARD VARIATION Award varied. Cl. 19 Fares & Travelling Allowances, Cl. 30 Living Away From Home - Distant Work, Cl. 31 Overtime, Cl. 32 Compensation for Tools & Clothes, Sch. 1 Wages re adjustment of expense related allowances. Oupdate ppc 03/04/2002.	21/03/2002
03607/2002	AWARD REVIEW S99 Award varied. New award issued re s.99 review. Oupdate ppc 01/07/2002.	30/05/2002
08729/2002	AWARD VARIATION Award varied. Cl. 28 Other Conditions of Employment, Cl. 31 Special Rates, Cl. 32 Disabilities Allowance - RAH, Glenside Campus, Cl. 33 Multi-Storey Allowance, Cl. 35 Asbestos Eradication, Cl. 36 Allowances Included in Wage Rates, Sch. 1 Rates of Pay re SWC 2001. Oupdate ppc 18/12/2002.	11/12/2002
05264/2003	AWARD VARIATION Award varied. New Appendix A - Award Restructuring - New Classification Structure. Oupdate ppc 18/12/2003.	08/08/2003
08324/2003	AWARD VARIATION Award varied. Cl. 20 Living Away from Home, Cl. 28 Other Conditions of Employment, Cl. 31 Special Rates, Cl. 32 Disabilities Allowance, Cl. 33 Multi-Storey Allowance, Cl. 34 Meal Allowance, Cl. 35 Asbestos Eradication, Cl. 36 Industry, Tool & Registration Allowance, Cl. 37 Compensation for Clothes & Tools, Sch. 1 Rates of Pay re SWC 2002. Oupdate ppc 18/12/2003.	02/12/2003
08458/2004	AWARD VARIATION Award varied. Cl. 28 Other Conditions of Employment, Cl. 31 Special Rates, Cl. 32 Disabilities Allowance, Cl. 33 Multi-Storey Allowance, Cl. 35 Asbestos Eradication, Cl. 36 Allowances included in Wage Rates, Sch. 1 Rates of Pay re SWC 2003. Oupdate ppc 18/12/2004.	07/12/2004
00667/2005	DISPUTE	02/02/2005

