

Print C6628

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION  
COMMISSION

Conciliation and Arbitration Act 1904-1975

In the matter of a notification of an industrial dispute between

THE FIRE PROTECTION ENGINEERS' ASSOCIATION OF AUSTRALIA

and

THE PLUMBERS AND GASFITTERS EMPLOYEES' UNION OF  
AUSTRALIA

in relation to wages and working conditions

(C No. 2958 of 1975)

On 7 November 1975 the Commission (Mr Commissioner Brack) made the following award in connection with the above matter:

Save and except those matters which by section 31 of the Act are reserved for the consideration of a Full Bench.

1—TITLE

This Paid Rates Award shall be known as 'The Sprinkler Pipe Fitters' Award 1975'.

2—ARRANGEMENT

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3—LOCALITY

This Paid Rates Award shall apply in the States of N.S.W., Victoria, Queensland, South Australia, West Australia and Tasmania. It shall also apply in the Northern Territory and the Australian Capital Territory.

#### 4—PERIOD OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 1 October 1975 and shall remain in force until 30 June 1977.

#### 5—SUPERSESION

This award supersedes the Agreement known as 'The Sprinkler Pipe Fitters' Agreement'.

#### 6—SCOPE

This award applies to the employment of persons employed in connection with the preparing, erecting, fitting, fixing, altering, overhauling or repairing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems.

#### 7—PARTIES AND PERSONS BOUND

This award shall be binding upon:

- (a) The organization of employees mentioned in Schedule 'A' and the members thereof respectively;
- (b) The Fire Protection Engineers' Association of Australia and the members thereof as to all employees whether members of an organization of employees or not engaged in any of the occupations, industries or callings specified herein.

#### 8—DEFINITIONS

For the purpose of this award:

- (a) First Class Sprinkler Fitter means a fitter who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.
- (b) Second Class Sprinkler Fitter means a fitter who can undertake all work in connection with preparing, erecting, fitting, fixing, altering, overhauling, testing or repairing of apparatus, pipes and/or fittings, for a sprinkler and/or other similar fire extinguishment installation. Second Class Sprinkler Fitters except those employed on testing shall be under the supervision of a leading hand, or a First Class Sprinkler Fitter who shall be wholly employed on such installation. After four years experience as a Second Class Sprinkler Fitter he shall become a First Class Sprinkler Fitter and shall receive the prescribed rate of pay. Provided that a Second Class Sprinkler Fitter after 12 months experience when engaged on testing will be paid First Class rates whilst so engaged.
- (c) Multi-storey Building. For the purpose of this award a multi-storey building is a building which will, when complete, consist of not less than five 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 shall include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).
- (d) Industry Disability Allowance means an allowance to compensate for the following disabilities associated with construction work on-site:
  - (i) Climatic condition when working in the open on all types of work;
  - (ii) The physical disadvantage of having to climb stairs or ladders;
  - (iii) The disability of dust blowing in the wind, brick dust, or drippings from concrete;
  - (iv) Sloppy and muddy conditions associated with the initial stages of the erection of a building;
  - (v) The disability of work on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or a bosuns chair;
  - (vi) The lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).
- (e) Space, Height and Dirt Money means an allowance paid to Sprinkler Fitters engaged on-site to compensate for the following class of work whether or not such work is performed in any week:
  - (i) Work requiring a swing scaffold, swing seat, or rope, or on any ladder exceeding 25 ft in height;
  - (ii) Flushing, cleaning, commissioning and servicing of fire protection systems;
  - (iii) Work in any confined space;
  - (iv) Work in wet places, or
  - (v) Dirty or offensive work.

- (f) Paid Rates Award. The rates prescribed by this award are maximum rates. Employers bound by this award shall not pay more than the rates which are prescribed by the award or which are otherwise determined or agreed upon by the Commission.

## 9—HOURS OF WORK

### *Ordinary Work*

(a) (i) The ordinary hours of work shall be 40 per week which shall be worked 8 hours per day between the hours of 7.30 a.m. and 5.00 p.m. Monday to Friday inclusive, provided by agreement between an employer and employee the working day may commence at 7.00 a.m.

(ii) A meal or rest period of 45 minutes shall be allowed between the hours of 12 noon and 1.00 p.m.

(iii) All time worked in excess or outside the ordinary working hours each day shall be paid for at overtime rates in accordance with clauses 11 and 13 of this award.

(iv) Employees shall be allowed a rest period of 10 minutes between the hours of 9.00 a.m. and 10.30 a.m. without deduction of pay.

### *Shift Work*

(b) (i) Provided an employee is not employed during the ordinary hours of employment specified in sub-clause (a) of this clause and provided further that the employee is not employed for more than 8 hours continuously except for meal breaks in any 24 hours between 7.00 a.m. on Monday and noon the following Saturday, shift workers shall be paid one and one third times the respective wage rate prescribed in clause 10. (a) (i)—Wages, hereof. The unpaid meal or rest period of a shift worker shall be 45 minutes or where an employer and employees agree 30 minutes to suit particular circumstances.

(ii) Where an employee after having worked a shift finishes at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home or pay him his current wage for the time reasonably occupied in reaching his home.

## 10—WAGES

The wage to be paid for the ordinary working week exclusive of overtime and/or allowances shall be as follows for the several classes of employees:

### (a) Adults

	Up to 3 months experience	With more than 3 months experience
	Per week	Per week
	\$	\$
(i) First Class Sprinkler Fitter (as defined) ..	143.70	143.70
Second Class Sprinkler Fitter (as defined) ..	127.60	127.60
Adult Sprinkler Fitter's Assistant ..	118.70	120.70

- (ii) When working, preparing, erecting, fitting, fixing, altering, overhauling or repairing pipes and/or fittings for hydrant service or for the conveyance of water, gas, steam or air not directly associated with a fire protection system.

A First Class Sprinkler Fitter shall receive not less than such legal minimum rate of pay as may be payable to Plumbers in the locality where the work specified in this paragraph is done.

- (iii) An Adult Sprinkler Fitter's Assistant may be employed for each First Class Sprinkler Fitter to directly assist First and/or Second Class Sprinkler Fitters in the course of their employment including labouring work and loading and unloading materials.

- (iv) Adult employees shall receive the following additional allowances:

	Per week
	\$
Industry Disability Allowance (as defined) ..	6.40
Space, Height and Dirt Money (as defined) ..	5.30

(v) Leading Hands shall be paid the following additional allowances:

	Per week
	\$
A leading hand who is appointed in charge when working under the direct supervision of a superior officer of the employer and is in charge of:	
1-10 .. .. .	12.80
over 10 .. .. .	16.00
Where placed in sole charge of the work outside the capital city and suburbs and is in charge of:	
Up to 10 .. .. .	16.00
Over 10 .. .. .	18.20

(b) Junior Sprinkler Fitters

Junior Sprinkler Fitters shall be paid according to age calculated at the following percentages of the weekly wage (including the additional allowances in (a) (iv) above) of the wage applicable to a First Class Sprinkler Fitter.

The number of Junior Sprinkler Fitters shall not exceed one for each two First and/or Second Class Sprinkler Fitters.

Junior sprinkler fitters	Percentage of the first class sprinkler fitters' rate
	Per cent
At 17 years of age and under .. .. .	50
At 18 years of age .. .. .	55
At 19 years of age .. .. .	75
At 20 years of age .. .. .	90

After four years experience a Junior Sprinkler Fitter shall be classified as a Second Class Sprinkler Fitter provided that he shall be classified First Class after not more than twelve months employment as a Second Class Sprinkler Fitter. Provided further that a 20 year old Junior with 3 years experience under this award shall be classified as a Second Class Sprinkler Fitter.

The weekly rates for juniors shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2 cents to be disregarded.

11—OVERTIME

(a) When employed within the ordinary hours provided in clause 9 of this award and further employed outside such hours, overtime shall be paid as follows:

For time worked prior to ordinary hours Monday to Friday—double time.

For time worked after ordinary hours Monday to Friday—time and a half for the first two hours and double time thereafter.

For time worked on a Saturday—double time, provided if pursuant to notice an employee attends work on a Saturday at the appointed place and time and is not required to work he shall receive four hours at double time.

Except as provided in this sub-clause or sub-clause (c) in computing overtime each days work shall stand alone.

(b) Except for urgent work, when working overtime on a weekend the employee shall be given at least 24 hours notice of such work.

*Rest Period After Overtime*

(c) When overtime is necessary it shall wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If unless otherwise instructed by his employer such an employee resumes or continues work without having had such 10 consecutive hours off duty he shall be paid at double time until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. For the purpose of this sub-clause a day worker shall be deemed to have a ceasing time on a Sunday or a Public Holiday corresponding to the normal ceasing time on his ordinary working day.

#### *Call Back*

(d) (i) Except in the case of service work an employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(ii) Where an employee is called back and has not had 10 consecutive hours off duty between the work of successive days he shall be paid at the appropriate rate until released from duty.

#### *Service Work*

(e) An employee required to perform service work outside normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time.

The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the employee's departure from his normal place of residence and the time of his return thereto provided that: in the case of the first call-back in any one day an employee shall be paid as for at least a period of two hours at the rate of double time; and in the case of each subsequent call-back in the same day as for at least a period of one hour whether occurring within two hours of the first call-back or not.

#### *On Call*

(f) Where an employee is required to be on call outside the ordinary hours of work he shall be readily contactable by telephone at all relevant times during such stand-by and shall be entitled to:

- (i) Permanent stand-by on roster \$12.00 per week of 7 days extra.
- (ii) For other than permanent stand-by on roster each Monday to Friday on call a rate of \$1.20 per night extra and for each Saturday, Sunday or Public Holiday on call a rate of \$9.00 extra.
- (iii) An employee's telephone rental to be paid by the employer.

#### *Call Back and Rest Period*

(g) Overtime worked in the circumstances specified in sub-clauses (d), (e) and (f) hereof shall not be regarded as overtime for the purposes of sub-clause (c) hereof where the actual time worked is less than four hours on such recall or on each of such recalls.

#### *Use of Employee's Vehicle*

(h) When the employee's vehicle is used for call out at the request of the employer a payment of 11 cents per kilometre (18 cents per mile) shall be paid.

#### *Meal Hours*

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

#### *Reasonable Overtime*

(j) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

#### *Transport of Employees*

(k) Where an employee after having worked overtime finishes at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to his home or pay him his current wage for the time reasonably occupied in reaching his home.

#### *Meals and Crib Time*

(l) Where an employee is required to work overtime in excess of one hour and has not been given notice of same on the previous working day, he shall be allowed an amount of \$2.00 for each meal.

When working overtime for two hours or more, employees shall be allowed to take, without deduction of pay, twenty minutes for crib immediately after the ordinary ceasing time, and thereafter thirty minutes for crib shall be allowed after each four hours of continuous work. Provided that where an employee works overtime for two hours without taking the prescribed interval of twenty minutes, he shall be deemed to have worked two and one third hours.

Provided that when working overtime on a Saturday the meal break shall be paid at ordinary rates.

## 12—CONTRACT OF EMPLOYMENT

### *Weekly Employment*

(a) Subject to sub-clause (c) hereof employees shall be engaged and paid by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment may be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. Where an employee has given or been given notice as aforesaid he shall continue in his employment until the date of the expiration of such notice. Any employee who having given or been given notice as aforesaid without reasonable cause (proof whereof shall lie upon him) absents himself from work during such period shall be deemed to have abandoned his employment and shall not be entitled to payment for any time after the commencement of such absence.

### *Casual Employment*

(c) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one-fortieth of the weekly rate herein prescribed for the work which he performs, plus twenty per cent.

## 13—HOLIDAYS AND SUNDAY WORK

(a) An employee on weekly hiring shall be entitled without loss of pay to public holidays as follows:

New Year's Day  
Foundation Day or Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Eight Hour Day or Labour Day  
Christmas Day  
Boxing Day (Commemoration Day, S.A.)  
Or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

Provided that a Sprinkler Fitter shall be entitled to such other holiday as may be applicable to and on the same terms and conditions as the majority of building workers in that State or Territory in accordance with their award or Governmental proclamation.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

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

(d) When work is performed on any of the public holidays specified in paragraph (a) hereof an employee shall be paid at the rate of double time and a half for work done, such rate to continue until he is released from duty.

(e) An employee who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had 10 consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.

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

(g) Where any two or more of the holidays prescribed in this Award occur within a 7 day span, such holidays shall for the purposes of this Award be a group of holidays. If the first day of the group of public holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 days. Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.

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

#### 14—FARES AND TRAVELLING TIME

(a) The centre of employment shall be the capital city principal post office.

(b) Each employee who is not wholly employed within the factory or permanent workshop of the employer shall receive in addition to the respective wage rate specified in clause 10.—Wages of this Award, the following extra amounts as allowances for travelling. Provided always:

(i) That travelling time and/or fares shall be computed on the basis that such travelling be done by public conveyance—second class when by railway;

(ii) That where the employer provides the conveyance or means of travelling, the payment of fares as per sub-clause (d) hereof, shall not have effect.

(c) For the time occupied outside the ordinary hours of work specified in clause 9.—Hours of Work of this Award in travelling by an ordinary public conveyance or by nearest practicable route from the appropriate centre to the work and/or from the work to the centre—the respective wage rate.

(d) The fares necessary for such travelling whether actually paid or not.

(e) Where the work and/or the facility for travelling does not necessitate going to or through the centre, the employee shall receive the respective wage rate, for the time, also the cost of travelling from the employee's residence to the work and/or from the work to the employee's residence in excess of that which would be required in travelling from the said employee's residence to the centre and/or from the centre to the said employee's residence.

(f) The minimum fares and travelling time paid to an employee in accordance with this clause shall be:

(i) Fares allowance—\$1.20 per day;

(ii) Travelling time—one hour's ordinary pay per day;

(iii) Where Company transport is provided the fares allowance in (i) above shall not apply.

#### 15—DISTANT WORK

Where the work is at such a distance from the employee's usual place of residence and he is unable to reasonably travel to and from his residence each day:

(a) (i) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half. The maximum travelling time to be paid for shall be twelve hours out of each twenty-four hours or when sleeping berth is provided by the employer for all night travel, eight out of every twenty-four.

(ii) For boat and/or air travelling the fares allowed shall be tourist class, and for rail travel second class except where night travelling is involved, when they shall be first class with sleeping berth wherever available. By agreement between the parties an employer shall pay the appropriate fares together with reasonable expenses incurred whilst travelling.

(b) Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job he shall be paid reasonable fares and travelling time.

(c) (i) When distance and/or travelling facilities reasonably prevent an employee going from and returning each day to his usual place of residence he shall be entitled to the following:

(aa) Reasonable full board or in lieu thereof an allowance of \$65.00 per week of 7 days.

(bb) In addition he shall be entitled to a payment of \$20.00 per week of 7 days to cover all out-of-pocket expenses.

(ii) When work is situated away from reasonable accommodation sub-clause (c) (i) (aa) and (bb) of this clause shall not apply and the employer shall provide huts or caravans with sleeping accommodation for each employee. Reasonable expenses incurred shall also be paid.

(iii) Provided always that should the employee be transferred to another State, or location the allowances for board and lodging provided for in the preceding sub-clauses may cease after the expiration of three months, if the employer has a place of business in such State or location and the employee continues in such employment.

- (d) (i) An employee who works as required during the ordinary hours of work on the working day before and working day after a weekend and who notifies the employer or his representative no later than Tuesday of each week of his intention to return home at the weekend and who returns home for the weekend shall be paid an allowance of \$5.00 for each such occasion.
- (ii) This sub-clause shall not apply to an employee who is receiving \$65.00 per week in lieu of board and lodging being provided by the employer or when the board and lodging provided by the employer cannot be arranged on less than a seven-day basis.
- (iii) An employee shall be deemed to have returned home at the weekend only if this involves him in being absent from his accommodation for not less than half the hours between ceasing working the one week and commencing work in the next week.
- (e) (i) An employee on remote work may after two months' continuous service and thereafter at two monthly intervals return to his home for an agreed period and shall be paid the fares reasonably incurred in so travelling to his home and the place of work. Provided, however, that if the work upon which the employee is engaged will be completed within fourteen days after the expiration of any such period of two months, as hereinbefore mentioned, then the provisions of this sub-clause shall not be applicable.
- (ii) An employee on work in a radius of no more than 1,000 kilometres from his normal place of employment may be entitled to return home each month provided that if work upon which an employee is engaged will be completed within 7 days after the expiration of any such period of 1 month as hereinbefore mentioned then the provision of this sub-clause shall not be applicable.
- (f) In the event of any employee being recalled by his employer and afterwards ordered to return to such work, his fare and reasonable expenses shall be paid on each and every such occasion.
- (g) When engaged on distant work, in addition to payments provided in this clause an employee shall also be paid the minimum fares and travelling time allowances provided in clause 14 (f).

#### 16—SPECIAL RATES

- (a) An employee being a qualified operator of any explosive powered tools who is required to use such powered tool shall be paid 33c for each day on which he uses such a tool.

#### *Multi-Storey Allowance*

- (b) (i) Commencing Point of Allowance: A multi-storey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building:

structural steel,  
reinforcing steel,  
boxing or walls,

risers above the 4th floor level. Such payments shall be increased to the appropriate amounts as shown in the table when the structural steel, reinforcing steel, boxing or walls reach such designated level.

The commencing point of measurement shall be the lowest main floor level (including basement floor levels but excluding lift wells and shafts of the building).

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

#### (ii) Rates

From the 4th floor level to the 10th floor level—11c/hr extra  
From the 11th floor level to the 15th floor level—14c/hr extra  
From the 16th floor level to the 20th floor level—17c/hr extra  
From the 21st floor level to the 25th floor level—20c/hr extra  
From the 26th floor level to the 30th floor level—24c/hr extra  
From the 31st floor level to the 40th floor level—27c/hr extra  
From the 41st floor level to the 50th floor level—30c/hr extra  
From the 41st floor onwards—34c/hr extra

- (iii) Completion Point of Allowance: Payment of the allowance shall cease when the walls are completed and the employees are working under cover and the lifts or passenger/material hoists are available to employees. Provided that the exclusion of odd wall panels, sections or windows for the purposes of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.



(c) Employees engaged on work in ships (over sixty feet in length) shall be paid the following additional amounts:

	Per week
	\$
First Class Sprinkler Fitter .. .. .	4.00
All other labour .. .. .	3.00

(d) A Sprinkler Fitter who is the holder of a Pressure Welding Ticket and who is required to perform welding work on site whilst engaged on such work shall be paid 15 cents per hour extra.

(e) An employee who is the holder of a current Scaffolder's Licence or Certificate and is appointed responsible by the employer for the erection of scaffolding on site shall be paid \$4.00 per week extra.

(f) An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof—18c per hour or part thereof.

(g) An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes (including benzol) are present shall be paid 18c per hour or part thereof.

(h) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall 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 employee shall be paid 18c per hour extra whilst so engaged.

(i) An employee required to work on acid furnaces, acid stills or acid towers shall be paid 41c per hour extra whilst so engaged.

(j) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty addition.

#### 17—ANNUAL LEAVE

(a) A period of four weeks leave shall be allowed annually to an employee after twelve months' continuous service (less the period of Annual Leave) as an employee on weekly hiring in any one or more of the occupations to which the award applies.

##### *Annual Leave Exclusive of Public Holidays*

(b) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 13.—Holidays and Sunday Work, of this award and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday. Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon him, to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

##### *Broken Leave*

(c) The annual leave shall be given and taken in a continuous period, or if the employee and the employer so agree, in two or three separate periods and not otherwise.

##### *Calculation of Continuous Service*

(d) For the purposes of this clause service shall be deemed to be continuous notwithstanding:

- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.
- (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer, or
- (iii) Any absence with reasonable cause, proof whereof shall be upon the employee.

In the case of personal sickness or accident or absence with reasonable cause the employee, to become entitled to the benefit of this sub-clause, shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty, as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by the employee pursuant to clause 18—Sick Leave of this award shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In the cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant, and by posting to the Union a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months continuous service.

#### *Calculation of Service*

(e) Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed or made under the preceding award.

Where the employer is a successor or assignee or transferee of a business if any employee was in the employment of the employer's predecessor at the time when he became successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

#### *Leave to be Taken*

(f) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (i) and (j) hereof payment shall not be made or accepted in lieu of annual leave.

#### *Time of Taking Leave*

(g) Annual leave shall be given at a time mutually agreed upon within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks notice to the employee.

#### *Leave Allowed Before Due Date*

(h) An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted the employer may for each one complete week of five ordinary working days of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one fifty-second of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 13.—Holidays and Sunday Work of this award.

#### *Payment for Period of Leave*

(i) Each employee before going on leave shall be paid four weeks' wages except a shift worker or an employee taking his annual leave pursuant to sub-clause (c) hereof either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (j) hereof wages shall be at the rates prescribed in clause 10.—Wages of this award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of employment as the case may be.

#### *Loading on Annual Leave*

(j) In addition to the provisions of sub-clause (i) of this clause, during a period of annual leave or upon termination of employment each employee shall receive a loading of 17½ per cent calculated on the rate of wage provided by clause 10.—Wages and sub-clause (f) of clause 14.—Fares and Travelling Time of this award.

*Proportionate Leave on Termination of Employment*

(k) An employee who leaves his employment or his employment is terminated by the employer, shall be paid at his ordinary rate of wage for 3.33 hours in respect of each completed week of employment in respect of which leave has not been granted under this clause.

Provided that deduction may be made from any monies due to an employee under this sub-clause to satisfy the payment of a week's wages in lieu of notice in any circumstances when no week's notice is given.

*Annual Close Down*

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

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for four full weeks leave pursuant to sub-clause (a) hereof paid leave on a proportionate basis of 3.33 hours in respect of each completed week of five ordinary working days.
- (ii) An employee who has qualified for four full weeks leave pursuant to sub-clause (a) hereof and has also completed a further week or more of continuous service shall be allowed his leave, and shall subject to sub-clause (e) hereof also be paid at his ordinary rate of wage for 3.33 hours in respect of each completed week of five ordinary working days performed since the close of his last twelve monthly qualifying period.
- (iii) The next twelve monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned, is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under sub-clause (h) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (j) hereof, subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.
- (v) An employer may close down his plant for two separate periods for the purpose of granting annual leave in accordance with this sub-clause, provided the majority of the employees in the plant or section or sections concerned agree. An employer who desires to close down his plant in two periods shall, before asking the employees concerned for their agreement, advise them of the proposed dates of each close down.

*Exception*

(m) This clause shall not apply to any employer in respect of any employee to whom pursuant to an award—Commonwealth or State—he is required to allow annual leave to an extent equal to or greater than that prescribed herein.

**18—SICK LEAVE**

(a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall within twenty-four hours of the commencement of such absence inform the employer of his inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute, of a Board or Reference) that he was unable on account of such illness or injury to attend for duty, on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled during his first year of any period of service with an employer to leave in excess of forty hours of working time. Provided that during the first six months of the first year of any period of service with an employer, he shall be entitled to sick leave which shall accrue on a pro-rata basis of six and two-third hours of working time for each month of service completed with that employer. Provided further that on application by the employee during the

seventh month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first six months and in respect of which payment was not made.

- (v) He shall not be entitled during the second or subsequent years of any period of service with an employer to leave in excess of sixty-four hours of working time.

#### *Single Day Absences*

(b) 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 he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under paragraph (iii) of sub-clause (a) hereof.

#### *Cumulative Sick Leave*

(c) Sick Leave shall accumulate from year to year so that any balance of the period specified in paragraph (iv) or (v) of sub-clause (a) hereof which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year provided that sick leave which accumulates pursuant to this sub-clause shall be available to an employee for a period of ten years but for no longer from the end of the year in which it accrues.

#### *Attendance at Hospitals, etc.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be re-imbursed by the employer all expenses reasonably incurred in connection with such attendance.

### 19—PAYMENT OF WAGES

(a) All wages and/or additional amounts due to an employee shall be paid weekly no later than Thursday of each week and no more than two days' pay may be kept in hand. Provided that when the usual pay day is an observed holiday, such employee shall receive the amount due to him no later than normal ceasing time on the working day immediately preceding such holiday.

(b) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination or forwarded to him by registered post on the next working day.

(c) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour. Provided where the employer has made all reasonable endeavours to ensure payroll delivery on time and the payment is delayed due to industrial dispute or holdup then provisions of this sub-clause shall not apply.

### 20—TOOLS

All tools, tackle or benches required shall be provided by the employer. The employee shall be responsible for such tools as he is provided with. Any shortages except those occasioned by fair wear and tear, reasonable breakages or theft outside of working hours, shall be made good by the employee.

### 21—TIME RECORDS

(a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises or job.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place, provided that an inspection shall not be demanded unless authorised by the Secretary of the Union.

## 22—MIXED FUNCTIONS

An employee appointed for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked.

## 23—COMPASSIONATE LEAVE

An employee on weekly hiring shall be entitled to a maximum of two days leave without loss of pay on each occasion and on production of satisfactory evidence of the death of the employee's husband, wife, father, mother, brother, sister, child, father-in-law, mother-in-law, defacto-wife, or brother-in-law or sister-in-law.

## 24—ACCIDENT PAY

(a) For the purposes of this Award and subject to the terms of this Award the words hereunder shall bear the respective definitions set out hereunder:

- (i) Accident Pay: In the case of an employee who is or is deemed to be totally or partially incapacitated within the meaning of the Workers' Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation including other allowances and/or earnings paid to the employee during incapacity pursuant to the Workers' Compensation Act for the week in question and on the other hand the wage prescribed in clause 10—Wages hereof being paid to such employee at the date of the injury.
- (ii) Injury: Means any injury within the meaning of the Workers' Compensation Act (including but without limiting the generality thereof, injury received during daily or periodic journeys as defined by the Workers' Compensation Act) resulting in incapacity and for which compensation is being paid within the meaning of the said Act.
- (iii) Incapacity: Incapacity shall have the same meaning as in the Workers' Compensation Act.
- (iv) Workers' Compensation Act: The Workers' Compensation Act applicable to an employee's employment.

(b) Always subject to the terms of this Award an employee covered by this Award shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers' Compensation Act be paid Accident Pay by the employer who directly employs him under a contract of service and is liable to pay compensation under the provisions of the said Workers' Compensation Act, which said liability by the employer for Accident Pay may be discharged by another person on his behalf provided that:

- (i) Accident pay shall only be payable in respect of a period or periods of any incapacity of an employee while such employee remains in the employment of the employer who employed him at the time of the injury causing such period or periods of incapacity providing that where such a period where an employee is partially incapacitated within the meaning of the Workers' Compensation Act or during a period where an employee is deemed to be totally incapacitated pursuant to the said Act, the employer who is liable to pay Accident Pay or who is paying Accident Pay to such injured employee is unable to provide suitable employment to such employee who thereupon obtains suitable employment with another employer then the employer shall continue to pay such Accident Pay as he would have paid or been liable to pay had the employee continued in his employment and, where applicable, as he would have paid if the provisions of the Workers' Compensation Act had not operated.
- (ii) No Accident Pay shall be payable in respect of any period of incapacity commencing during the first two weeks of employment of an employee by an employer unless such period of incapacity is continuing at the date of expiration of the first two weeks of such employee's employment in which case Accident Pay will be payable only in respect of that part of such period of incapacity occurring after the first two weeks of such employee's employment. In the case of gradual injury, deafness or loss of sight as provided in the Workers' Compensation Act an employer shall not be liable to pay Accident Pay to an employee pursuant to this Award unless the employee has completed a minimum period of three months service with the employer prior to the date of happening of the injury as determined by the Act and provided further that as at the date of such happening the employee is still employed by the employer under a then subsisting contract of service.
- (iii) An employee shall not be entitled to the payment of Accident Pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with appropriate award provisions.

- (iv) An employee upon receiving injury for which he claims to be entitled to receive Accident Pay shall give notice in writing of the said injury to his employer and of its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as the employer may reasonably require.
  - (v) An employee upon receiving any injury for which he is receiving payment or payments for incapacity in accordance with the provisions of the Workers' Compensation Act shall furnish evidence to the employer from time to time as required by the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this Award.
  - (vi) Nothing in this Award shall in any way be taken as restricting or removing the employer's right under the Workers' Compensation Act to require the employee to submit himself to examination by a legally qualified medical practitioner, provided and paid by the employer, and if he refuses to submit himself to such examination or in any way obstructs the same, his right to receive or continue to receive Accident Pay shall be suspended pursuant to the Workers' Compensation Act until such examination has taken place.
  - (vii) Where a medical referee or Board within the meaning of the Workers' Compensation Act gives a certificate as to the condition of the employee and his fitness for employment or specified the kind of employment for which he is fit and the employer duly makes available to the employee the employment falling within the terms of such certificate and the employee refuses or fails to resume or perform the said employment so provided, then all payments in accordance with this Award shall cease and determine from the date of such refusal or failure to commence such duties.
  - (viii) Accident Pay payable hereunder shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 26 weeks for any incapacity in respect of and resulting from any one injury suffered by an employee.
- (c) Where an employee is receiving Accident Pay and Accident Pay is payable for incapacity for part of a week the amount shall bear the same ratio to Accident Pay for a full week that normal working time during such part bears to the worker's full normal working week.
- (d) Where there is a redemption of weekly payments by the payment under the Workers' Compensation Act of a lump sum, there shall be no further liability for Accident Pay under this Award in respect of an injury (for which weekly payments have been recovered) from the date of the said redemption.
- (e) Notwithstanding clauses (f) and (g) hereof any employee who is receiving or who has received Accident Pay in respect of an injury, shall furnish all relevant information to his employer concerning any action he may institute or any claim he may make for damages in respect of that injury and shall if required authorise such employer to obtain information as to the progress of such action or claim from the employee's solicitors and shall if required provide an irrevocable authority to the employer entitling the said employer to a charge upon any money or monies payable to any consequent verdict or settlement.
- (f) Where the employee obtains a verdict for damages against his employer or is paid an amount in settlement of any claim for damages that he has made against his employer in respect of any injury for which he has received compensation under the Workers' Compensation Act and Accident Pay he shall not be entitled to any further Accident Pay within the meaning of this Award.
- (g) Where the injury for which Accident Pay is paid was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he has made against that other person, he shall immediately upon payment of such verdict or amount of money to him or his agent, repay to the employer the amount of Accident Pay which the employer had paid in respect of the employee's injury, and the employee shall not be entitled to any further Accident Pay.
- (h) Any employee who is receiving or who has received Accident Pay in respect of any injury shall if required by the employer or other person on his behalf authorise his employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Workers' Compensation Act.
- (i) Nothing in this Award shall require the employer to insure against his liability for Accident Pay.
- (j) In the event of the rates of compensation payable pursuant to the Workers' Compensation Act at the date hereof being varied at any time after the date hereof, such variations shall not operate so as to increase the amount of Accident Pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.

(k) If the compensation payable to an employee pursuant to the Workers' Compensation Act is reduced by any amount by reason of the fact that such employee is entitled to receive Accident Pay or is in respect of Accident Pay then in calculating the amount of Accident Pay payable to such employee the compensation payable to such employee shall be deemed to be the compensation that he would have received if there had been no such reduction in compensation payments.

(l) The right to be paid Accident Pay shall terminate on the death of an employee entitled thereto and no sum shall be payable to the legal personal representative, next of kin, assignee or dependent of the deceased employee, with the exception of Accident Pay accrued up to the time of death.

(m) Without prejudice to the terms of this Award the Union hereby acknowledges that it will use its best endeavours to have its respective members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of an employer.

(n) (i) Payments: An employer shall be responsible for the payment of the weekly payments of this clause within 14 days of the claim being lodged with an employer provided that this sub-clause shall only apply in respect of prima facie claims established within this period.

(ii) Provided further that an employer who notifies within 14 days of a claim being lodged with him that such claim is subject to investigation he shall be exempt from the provisions of this sub-clause.

## 25—SPECIAL CONDITIONS

Where work is performed in an industry in which an act, award, determination or agreement applies to all employees in such industry and where such act, award, determination or agreement exceeds the rates and/or conditions herein the said rate and/or condition applicable under such act, award, determination or agreement shall apply in lieu of the rate and/or condition herein, provided that an allowance for which no provision is made in this Award, for example, a site, area or locality allowance shall be payable without deduction.

## 26—FIRST AID

The employer shall provide and continuously maintain an efficient first aid outfit accessible to employees. An employee who is given responsibility for the outfit's safe-keeping shall accept responsibility if the outfit is lost or damaged through his negligence.

## 27—UNIFORMS

After 3 months qualifying period two sets of uniforms will be provided by the employer for each employee. Such uniforms shall be returned to the employer for each re-issue and shall only be worn during the course of employment with that employer. On termination of employment a current issue of uniforms will remain the property of the employee only after all Company names have been removed.

## 28—AMENITIES

On work other than emergency or service work the employer shall arrange that the following amenities are available to employees on each job:

- (a) Facilities to obtain an adequate supply of boiling water at meal and rest periods;
- (b) Washing and sanitary conveniences;
- (c) Wholesome cool drinking water and where necessary sufficient water bags shall be provided;
- (d) Change and hanging facilities which afford reasonable protection for employees' clothes;
- (e) Mess facilities with seating accommodation;
- (f) Employers' attention is drawn to local regulations or custom as may be applicable to amenities.

## 29—JURY SERVICE

An employee required to attend for jury service shall be entitled to have his pay made up by the employer to equal his ordinary pay as per eight hours per day plus fares whilst meeting this requirement. The employee shall give his employer proof of his attendance, the duration of such attendance and the amount received in respect of such Jury Service.

## 30—PREFERENCE

As between adult members of The Plumbers' and Gasfitters' Employees' Union of Australia and other persons, preference of employment shall be given to members of the said union, if available, always providing that the employer shall have the free right of selecting or rejecting any individual workman.

## 31—UNION OFFICIALS

(a) The Secretary or Branch Secretary of the Union or any official thereof duly authorised by the Union shall where the work is performed in the workshop of a member of the respondent organization be allowed to visit and converse with members of the Union at meal times or before or after the hours of work and where the work is performed outside the workshop of a member of the respondent organization the official concerned shall have similar rights subject to the right of objection by the occupier of the premises where the work is being performed.

(b) If any official so authorised makes himself objectionable during such visit, whether to the employer, or occupier or any manager, or any foreman, or any employee, his right to visit may be determined by the employer affected and another official substituted in his place by the Union.

## 32—LEAVE RESERVED

Leave is reserved to the parties to this Award to apply generally as they may be advised in respect of any of the following matters:

- (a) As to Rates of Pay, clause 10—Wages hereof.
- (b) As to Hydrant Services as provided in sub-clause (ii) of clause 10—Wages hereof.
- (c) As to Special Rates to reflect movement in the National Building Trades Construction Award 1975.
- (d) As to clause 25—Special Conditions.
- (e) As to Long Service Leave and the portability thereof.

## SCHEDULE A

Plumbers' and Gasfitters' Employees' Union of Australia.