

S0091 Con N Print Q5148 [incorporating S0091 Con-a N Print Q6748 and S0091 Con-b S Print Q9121]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.33 action on the Commission's own motion
(C No. 20189 of 1998)

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00140 of 1998)

SPRINKLER PIPE FITTERS' AWARD, 1975
(ODN C No. 02958 of 1975)
[Print C6628 [S0091]]

Various employees

Plumbing industry

COMMISSIONER WILKS

SYDNEY, 21 AUGUST 1998

Allowable award matters

ORDER

A. Further to the decision issued on 23 July 1998 [Print Q5147] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART A - APPLICATION AND OPERATION OF THE AWARD

1. TITLE

This Award shall be known as The Sprinkler Pipe Fitters' Award 1998

2. ARRANGEMENT

PART A - APPLICATION AND OPERATION OF THE AWARD

1. Title
2. Arrangement
3. Locality
4. Period of operation
5. Scope
6. Parties and persons bound
7. Definitions

PART B - EMPLOYMENT RELATIONSHIP

8. Employer and employee duties
9. Contract of employment
10. Redundancy

PART C - RATES OF PAY AND RELATED MATTERS

11. Classification, rates of pay and all-purpose allowances
12. Other allowances
13. Special rates
14. Special conditions
15. Mixed functions
16. Apprenticeship
17. Tools
18. Uniforms and protective footwear
19. Compensation for clothes etc
20. Superannuation
21. Accident pay
22. Protective clothing, equipment and related matters
23. Payment of wages

PART D - HOURS OF WORK AND OVERTIME

24. Hours of work
25. Overtime

PART E - TRAVELLING AND DISTANT WORK

26. Fares and travelling time
27. Distant work

PART F - SUNDAY WORK, PUBLIC HOLIDAYS AND TYPES OF LEAVE

28. Holidays and Sunday work
29. Annual leave
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32. Parental leave
33. Jury service

PART G - CONSULTATION AND DISPUTE RESOLUTION

34. Settlement of disputes
35. Boards of reference
36. Flexibility

PART H - AWARD COMPLIANCE

- 37. Time records
- 38. Posting of award
- 39. Anti-discrimination

Appendix A Award restructuring - New classification structure

3. LOCALITY

This award shall apply in the States of New South Wales, 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 force on 23 July 1998 and shall continue in force until 30 June 1999.

5. 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.

6. PARTIES AND PERSONS BOUND

This award shall be binding upon:

- 6.1 The Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia and the members thereof respectively;
- 6.2 The Fire Contractors Federation 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.

7. DEFINITIONS

For the purpose of this award:

- 7.1 **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.

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7.2 Industry Disability Allowance means an allowance to compensate for the following disabilities associated with construction work on-site:

- 7.2.1 Climatic condition when working in the open on all types of work;
- 7.2.2 The physical disadvantage of having to climb stairs or ladders;
- 7.2.3 The disability of dust blowing in the wind, brick dust, or drippings from concrete;
- 7.2.4 Sloppy and muddy conditions associated with the initial stages of the erection of a building;
- 7.2.5 The disability of work on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold or a bosuns chair;
- 7.2.6 The lack of usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers);

7.3 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:

- 7.3.1 Work requiring a swing scaffold, swing seat, or rope, or on any ladder exceeding 25 ft in height;
- 7.3.2 Flushing, cleaning, commissioning and servicing of fire protection systems;
- 7.3.4 Work in any confined space;
- 7.3.5 Work in wet places, or
- 7.3.6 Dirty or offensive work.

7.4 Service Work means the repair, overhaul and/or alteration of operative fire protection systems involving the daily re-instatement of such systems to normal operating level.

PART B - EMPLOYMENT RELATIONSHIP

8. EMPLOYER AND EMPLOYEE DUTIES

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling. Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

9. CONTRACT OF EMPLOYMENT

9.1 Weekly employment

Except as provided in 9.2 employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

9.2 Casual employment

9.2.1 A casual employee is one engaged and paid as such for a period not in excess of four working weeks. Employment beyond the period of four working weeks shall be deemed to be weekly employment.

9.2.2 Provided that an employee and an employer may agree, in writing, that the period of casual employment may be extended by up to two weeks on any one occasion.

9.2.3 Provided further that any employee who has been engaged and paid as a casual hand shall not again be engaged as a casual hand by the same employer before the expiry of one month from the conclusion of the previous engagement.

9.2.4 A casual employee shall be engaged for a minimum of three consecutive hours on each occasion.

9.2.5 A casual employee for working ordinary time shall be paid by the hour 1/38th of the weekly rate and all allowances prescribed in clause 10 - Redundancy, of this award for each hour so worked, plus a loading of 20%. The 20% loading is in lieu of all paid leave and public holidays (but not holiday penalties) and to compensate for the nature of casual employment.

9.3 Notice of termination by employer

9.3.1 In order to terminate the employment of an employee the employer must give to the employee the following notice:

Employee's period of continuous service with the employer	Period of notice
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Not more than 1 year	At least 1 week
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More than 1 year but not more than 3 years	At least 2 weeks
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More than 3 years but not more than 5 years	At least 3 weeks
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More than 5 years	At least 4 weeks
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9.3.2 In addition to the notice in 9.3.1, employees over 45 years of age at the time of the giving of the notice with not less than two years service are entitled to an additional week's notice.

9.3.3 Payment in lieu of the notice prescribed in 9.3.1 and 9.3.2 must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

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9.3.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice, had their employment not be terminated, must be used.

9.3.5 The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees.

9.4 Notice of termination by employee

9.4.1 The notice of termination required to be given by an employee must be one week's notice or payment in lieu of the notice if the notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the balance.

9.4.2 If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

9.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

9.6 Standing down of employees

Notwithstanding anything elsewhere contained in this clause the employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike or any stoppage of work by any cause

10. REDUNDANCY

10.1 Definition

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

10.2 Redundancy pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Award) with his/her employer provided that any service prior to 25 September 1990 shall not be counted as service unless the employee is made redundant by the employer.

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

Provided that an employee employed for less than twelve (12) months shall 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 Retrospective service

In case where the employee is made redundant by the employer, entitlement to redundancy pay shall be paid according to either the provisions of 10.2, or the superseded provisions of clause 40 of the Sprinkler Pipe Fitters Award 1975 depending on which calculation provides the higher payment for the total period of continuous service with the employer.

10.4 Week's pay means the ordinary time rate of pay at the time of termination for the employee concerned.

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

10.6 Casuals and apprentices

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

10.6.2 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.

10.7 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:

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

10.7.2 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 shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and the payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employer shall be entitled to the fund benefit or the award benefit whichever is the greater but not both.

10.8 Service as an employee for the Crown in the Right of the State of New South Wales, for Victorian Statutory Authorities, or the Crown in the Right of the State of Victoria shall not be counted as service for the purpose of this clause.

10.9 Employee leaving during notice

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

10.10 Transmission of business

Where the business is, before or after the date of this award, transmitted from an employer (in this sub-clause called “the transmittor”) to another employee (in this sub-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:

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

10.10.2 the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

In this sub-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.

SECTION C - RATES OF PAY AND RELATED MATTERS

11. CLASSIFICATION, RATES OF PAY AND ALL PURPOSE ALLOWANCES

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:

11.1 Weekly minimum rate

11.1.1

Classification	Weekly base rate \$	Supplementary payment \$	Arbitrated safety net \$	Weekly rate \$
First class sprinkler fitter (as defined)	368.80	52.10	48.00	468.90
Sprinkler fitter's assistant	335.10	25.80	48.00	408.90

The rates of pay in this award include the arbitrated safety net adjustment payable under the April 1997 and April 1998 Safety Net Review - Wages decisions (Print P1997 and Q1998). 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 certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

11.1.2 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, for any day or part thereof upon which he/she is so engaged, such payment which overall will ensure that for that day he/she receives not less than the amounts, in total, prescribed by the award for plumbers for such work in the locality where that work is done. Where a federal and a state award or determination for plumbers applies in such a locality the amounts referred to shall be related to the federal award prescription.

11.1.3 Sprinkler fitters assistants may be employed to assist sprinkler fitters in the course of their employment including labouring work and loading and unloading materials.

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11.1.4 Industry disability allowance and space, height and dirt money allowance

Adult employees shall receive the following additional allowances:

<u>Allowances</u>	<u>Per week</u>
	\$
Industry disability allowance (as defined)	17.40
Space, height and dirt money (as defined)	16.45

11.1.5 Sprinkler fitters adjustment

All employees shall receive an additional amount for all purposes in accord with the following table as a consequence of alteration of the minimum travelling time in 26.6.1:

<u>Allowances</u>	<u>Per week</u>
	\$
First class sprinkler fitter	15.30
Sprinkler fitter's assistant	13.10

11.1.6 Registration allowances

A sprinkler fitter (as defined) who is employed in or from New South Wales or the Australian Capital Territory and who is the holder of a certificate of registration issued by the Plumbers, Gasfitters and Drainers Board of New South Wales shall be paid an allowance of \$18.60 per week to compensate for the responsibility imposed by holding and maintaining such certificate of registration. The allowance shall be paid for all purposes, except travelling time.

11.1.7 Example of make up of weekly pay

<u>Weekly rate</u>	<u>First class Sprinkler fitter</u>	<u>Sprinkler fitter's Assistant</u>
	\$	\$
Base rate	368.80	335.10
Supplementary payment	52.10	25.80
Arbitrated safety net adjustment	48.00	48.00
Industry disability allowance	17.40	17.40
Space dirt height money	16.45	16.45
Sprinkler fitter's adjustment	<u>15.30</u>	<u>13.10</u>
	518.05	455.85
Minimum fares	33.00	33.00
Minimum travelling allowance	51.10	45.00
<u>Total rate</u>	<u>602.15</u>	<u>533.85</u>

11.1.8 Leading hand allowance

Leading hands shall be paid the following additional allowances:

11.1.8(a) 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:

	Per week
	\$
Up to ten persons	36.20
Over ten persons	45.10

11.1.8(b) Where placed in sole charge of the work outside the capital city and suburbs and is in charge of:

	Per week
	\$
Up to ten persons	45.10
Over ten persons	51.10

12. OTHER ALLOWANCES

12.1 Meal allowance

Refer to clause 25 - Overtime.

12.2 Fares allowance

Refer to clause 26 - Fares and travelling time.

12.3 Multi- storey allowance

12.3.1 Eligibility

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

Provided that for the purposes of this clause renovation work is work performed on existing multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than two storey levels in a building and at least part of the work to be performed is above the 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

12.3.2 Definition of a multi-storey building

For the purposes of this award, a multi-storey building is a building which will, when complete, consist of five or more storey levels.

Complete means the building is fully functional and all work which was part of the principal contract is complete.

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).

Provided that any buildings or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangars, large warehouses, etc.) and which exceed fifteen metres in height may be covered by this sub-clause, or by 13.13 by agreement. Where no agreement is reached, by determination of the Commission.

Plant Room - Further provided that a plant room situated on the top of a building shall constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.

12.3.3 Rates - for buildings to commence on or after 1 September 1979

Except as provided in 12.3.4, an allowance in accordance with the following table shall be paid. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees when one of the following components of the building - structural steel, re-inforcing 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 building to 15th level - 32 cents per hour extra
- From 16th floor level to 30th floor level - 39 cents per hour extra
- From 31st floor level to 45th floor level - 59 cents per hour extra
- From 46th floor level to 60th floor level - 76 cents per hour extra
- From 61st floor level onwards - 95 cents per hour extra

The allowance payable at the highest point of the building shall continue until completion of the building.

12.3.4 Service cores

12.3.4(a) All employees employed on a Service core at more than 15 metres above the highest point of the main structure shall be paid the multi-storey rate appropriate for the main structure plus the allowance prescribed in 13.13 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 shall be regarded as though it were the ground in calculating the appropriate Towers allowance).

Employees employed on a Service core no higher than 15 metres above the main structure shall be paid in accordance with the multi-storey allowance prescribed herein.

12.3.4(b) Provided that any section of a Service core exceeding 15 metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

12.4 First aid allowance

An employee who is qualified in first aid and is appointed by his/her employer to carry out first aid duties in addition to his/her usual duties shall be paid an additional amount of \$1.70 per day.

13. SPECIAL RATES

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.

13.1 Explosive powered tools

An employee being a qualified operator of any explosive powered tools who is required to use such powered tool shall be paid 94 cents for each day on which he/she uses such a tool.

13.2 Bitumen work

An employee handling hot bitumen or asphalt or dipping materials in creosote shall be paid 48 cents per hour extra.

13.3 Work in ships

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

	Per week
	\$
First Class Sprinkler Fitter	11.60
All other labour	8.50

13.4 Welding qualification

An employee who is requested by his/her employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by his/her employer to act on such qualifications, shall be paid an additional 38 cents per hour for oxy- acetylene welding and 38 cents per hour for electric welding for every hour of his/her employment whether or not he/she has in any hour performed work relevant to those qualifications held.

13.5 Scaffolder's licence or certificate

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 \$11.60 per week extra.

13.6 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, associated with similar disabilities in its use, 48 cents per hour or part thereof. This extra rate shall also apply to an employee in the immediate vicinity who is affected by the use of such materials.

13.7 Fumes

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 48 cents per hour or part thereof.

13.8 Asbestos

13.8.1 Asbestos materials

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 48 cents per hour extra whilst so engaged.

13.8.2 Asbestos eradication

Employees engaged in work involving the removal or any other method of neutralisation of any material which consist of, or contain asbestos shall be paid, in addition to the rates prescribed in this Award, \$1.33 per hour worked in lieu of special rates prescribed in this clause with the exception of 13.10, 13.11 and 13.14.

13.9 Acid

An employee required to work on acid furnaces, acid stills or acid towers shall be paid \$1.18 per hour extra whilst so engaged.

13.10 Hot work

An employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius shall be paid an additional 40 cents per hour or part thereof and exceeding 54° Celsius 48 cents per hour or part thereof. Where such work continues for more than 2 hours the employee shall be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this sub-clause.

13.11 Cold work

An employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius shall be paid an additional 40 cents per hour. Where such work continues for more than 2 hours, the employee shall be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this sub-clause.

13.12 Infectious diseases or morgues

An employee when engaged in repairs, demolition and/or maintenance of any of the following places:

- 13.12.1** Any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases shall be paid 4 cents per hour extra;
- 13.12.2** Morgues: If the employee is working inside a morgue in which one or more dead bodies are not in refrigeration he/she shall be paid 5 cents per hour extra;

Provided that the additional payments set out in 13.12.1 and 13.12.2 above shall not in any event be less than 28 cents per day or part thereof.

13.13 Towers allowance

An employee working 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 15 metres in height shall be paid for all work above 15 metres - 40 cents per hour, with 40 cents per hour additional for work above each further 15 metres.

13.14 Service work

An employee shall be paid \$4.00 per day extra whilst engaged on service work (as defined) to compensate for the particular disabilities involved in such work.

13.15 Mt Isa Mines industry allowance

Employees engaged at Mt Isa Queensland, shall be paid an additional amount of \$45.34 per week.

14. 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.

15. MIXED FUNCTIONS

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

16. APPRENTICESHIP

16.1 Operation

Subject to the provisions of this award an employer may employ apprentices in the trade or occupation of sprinkler fitter in all States and Territories. For the purpose of this clause **training agreement** shall be taken to include contract of training and indenture.

16.2 Apprenticeship training

16.2.1 There shall be established a National Working Committee on apprenticeship consisting of representatives of the Fire Contractors Federation (FCF) and the CEPU. The functions of the committee shall be to make decisions on the number of apprentices to be employed each year, if any, in each of the States or Territories, and to develop, co-ordinate and oversee the operation of the apprenticeship system in the Fire Protection Industry on a national basis.

16.2.2 The Sprinkler Fitting apprenticeship course shall only be taught at RMIT college Victoria and Randwick college, New South Wales. No further Sprinkler Fitting course are to be implemented at any other school without the prior agreement of the FCF and the CEPU. The National Working Committee may determined to substitute another technical college for any of the above two colleges if circumstances arise in which such change is necessary.

RMIT Victoria and Randwick college, New South Wales shall be the registered training organisation for the delivery of the courses or National Training Package referred to in this clause.

- 16.2.3** The apprentice shall work towards achieving the qualification of a trade certificate in sprinkler fitting or any subsequent equivalent certificate III in Services (Fire Protection). The apprentices shall do their course by block release at one of the two colleges specified in 16.2.2.
- 16.2.4** Where an apprentice cannot reasonably be expected to travel to and from his/her residence each day during the period of Block Release Training, return travel between his/her usual place of residence and the city where the course is conducted will be arranged by the employer at no cost to the apprentice. The employer will also arrange suitable accommodation to be available at no cost to the apprentice.
- 16.3** An employer shall not employ minors in the industry of sprinkler fitting as defined in clause 7 – Definitions, of this award otherwise than under a contract of apprenticeship, training agreement or equivalent contracts for training.

16.4 Contract of apprenticeship/ training agreement/indenture

The apprentices shall be contracted to the employer to learn the craft or trade of Sprinkler Fitting on a full time basis for a term of four years comprising of off-the-job and on-the-job training to complete the sprinkler fitting apprenticeship.

Every training agreement for an apprenticeship hereinafter made shall contain as a minimum the following information:

- 16.4.1** The names of the parties;
- 16.4.2** The date of birth of the apprentice;
- 16.4.3** A statement that sprinkler fitting is the trade, vocation or occupation to which the apprentice is to be contracted.
- 16.4.4** Agreement by the employer to teach and instruct or cause the apprentice to be taught or instructed in the trade, vocation or occupation to which the apprentice is contracted;
- 16.4.5** The date at which the apprenticeship is to commence or from which it is to be calculated with the nominal time period expected to complete the training being four years.
- 16.4.6** A provision that specifies that the Sprinkler Fitting 1st Class Apprenticeship course taught at RMIT college or the Sprinkler Fitting - Trade course taught at Randwick TAFE college or any agreed subsequent course or National Training Package that supersedes these courses and which leads to a AQF certificate III qualification in Services (Fire Protection) is the course that is to be taught for the purpose of the apprenticeship. These provisions are to be contained in the Training Program or outline of the training that may be attached to or form part of the training agreement.

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The Training Program or outline of training shall be consistent with any future National Training Package for Fire Protection and its various components including the Learning Strategy.

16.5 Cancellation, suspension or transfer of apprenticeship

Subject to the approval of a Board of Reference, but not otherwise, a training agreement may be suspended or cancelled:

- 16.5.1** By the mutual consent of the parties;
- 16.5.2** If through lack of orders or financial difficulties an employer is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged;
- 16.5.3** If in the opinion of a Board of Reference circumstances exist which render such suspension or cancellation necessary or desirable.

An apprentice may, with the consent of the parties to the training agreement and with the approval of the Board of Reference, transfer his/her training agreement to another employer. Provided always that irrespective of the number of different employers taking the apprentice for a term, the two or more terms shall be regarded as one continuous term and the later or latest employer shall accept the apprentice at the position the apprentice occupied under his/her training agreement at the date he/she was with his/her immediate former employer.

Any training agreement inconsistent with the provisions of this clause shall be null and void and of no force or effect while this award remains in force and applies to the parties to the training agreement. Subject to 16.16 this sub-clause shall not apply in any State or Territory in which there is a state training authority or equivalent statutory body having power to cancel, suspend or transfer training agreements in the occupation specified herein provided that the conditions for the cancellation, suspension or transfer of such agreements are of no lesser standard than the provisions of this sub-clause.

16.6 Proportion

The overall number of apprentices, if any, each year in each of the States or Territories shall be regulated by agreement of both parties to this award by means of the National Working Committee.

Provided that an employer shall not employ apprentices in excess of one apprentice to every two or fraction of two sprinkler fitters - first class employed.

16.7 Period of apprenticeship

Except as provided in 16.8, all apprentices under this award shall be apprenticed for a period of four years.

16.8 Probationary period

A minor may serve a probationary period of three months and if apprenticed such three months shall count as part of his/her period of apprenticeship.

This sub-clause shall not apply in any State or Territory in which there is a statutory apprenticeship authority having power to determine probationary period.

16.9 Wages apprentices

The weekly wage for apprentices shall be the undermentioned percentages of the wage payable to a sprinkler fitter - first class, including the allowances in 11.1.4 and 11.1.5, in the area in which the apprentice is employed and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:

Percentage of ordinary weekly wage for adult fitter

First year	50%
Second year	55%
Third year	75%
Fourth year	90%

The total wages of apprentices shall be calculated to the nearest five cents.

16.10 Hours

The ordinary hours of employment of apprentices shall not exceed those of a first class sprinkler fitter.

16.11 Overtime and shift work

No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall except in an emergency work or be required to work overtime or shift work at times which would prevent his/her attendance at technical school as required by any statute, award or regulation applicable to him/her.

16.12 Payment of results

An apprentice shall not work under any system of payment by results.

16.13 Lost time

The apprentice shall for every day of absence from his/her work during any year of the said term without the consent of the employer serve one day at the end of the calendar period of any such year of his/her apprenticeship if required to do so by the employer, or if the employer's decision is disputed, by a Board of Reference. The calendar period of the next succeeding year of his/her apprenticeship shall be deemed not to begin until the said additional day or days have been served: provided that in calculating the extra time to be served the apprentice shall be credited with time which he/she has worked during the relevant years in excess of his/her ordinary hours of service.

This sub-clause shall not apply in any State or Territory in which there is a state training authority or equivalent statutory body having power to determine the lost time of an apprentice in the occupation specified herein or affect the right of such an authority to determine such lost time.

16.14 Prohibition of premiums

An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

16.15 Attendance at technical schools

The apprentice shall be released by the employer to attend technical college during ordinary hours of work for the purpose of undertaking the off the job component of the apprenticeship training without loss of pay.

Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

This sub-clause shall not apply in any State or Territory in which there is a statute Federal or State providing for the non-payment of technical college fees by apprentices.

16.16 Operation of other laws

In any State or Territory in which any statute relating to apprentices is now or hereafter in force or in which any authority with statutory power has issued or may issue any regulations relating to apprentices such statute and such regulation shall operate in such State or Territory, provided that the provisions thereof are not inconsistent with this award.

The provisions of any statute, award or regulation which gives a state training authority or equivalent statutory body power to cancel, suspend or transfer training agreements in the occupation specified herein or power to determine disputes between parties to training agreements including disputes relating to:

- disciplinary matters in respect to apprentices and employers;
- completion of the training agreement;

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- off-the-job attendance; or
- other matters concerning the administration of training agreement;

shall not be deemed to be inconsistent with the award provided that such statute, award or regulation provides for the state training authority or equivalent statutory body to exercise powers in respect to making determinations or decisions on the above matters and provides for appeal mechanisms in respect to such determinations and decisions.

16.17 Adult apprentices

16.17.1 Definition

For the purpose of this award, an adult apprentice means a person of 21 years of age or over at the time of entering into an indenture to a trade within the scope of this award.

16.17.2 Application of general conditions of apprenticeship

The provisions of this award shall apply to adult apprentices unless specifically provided otherwise by this sub-clause.

16.17.3 Training credits

Subject to the provisions of this clause, the training to be completed by an adult apprentice under a contract of indenture will be determined by the relevant State Training Authority through its approved agencies based upon training credits being granted for the relevant working experience and educational standard obtained by the apprentice

16.17.4 Wage rate

Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.

For the purpose only of fixing a rate of pay, the adult apprentice shall continue to receive the rate of pay that is, from time to time, applicable to the classification or class of work specified in clause 11 – Classification, rates of pay and all purpose allowances of this award and in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

16.17.5 Subject to 16.17.4, the rate of pay of an adult apprentice shall be:

16.17.5(a) not less than \$359.40 (the federal minimum wage) plus the full rate of industry disability allowance as prescribed; or

16.17.5(b) the amount prescribed for apprentices generally in 16.9, whichever is the greater.

16.17.6 Employment as an adult apprentice

16.17.6(a) Where possible employment as an adult apprentice should be given to an applicant who is currently employed by the employer so as to provide for genuine career path development.

16.17.6(b) Adult apprentices shall not be employed at the expense of other apprentices.

17. TOOLS

Where the employer requires an employee to provide tools the employer shall reimburse the employee the cost of providing the tools. The provisions of this clause do not apply where the tools are provided by the employer.

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

18. UNIFORMS AND PROTECTIVE FOOTWEAR

18.1 Uniforms

18.1.1 Initial supply of uniforms

Where the job requires employees to wear uniforms the employer must reimburse the employee the cost of purchasing two sets of uniforms. This sub-clause does not apply where the employer provides the two sets of uniforms.

The two sets of uniforms shall not be required to be purchased by the employee or provided by the employer until after 4 weeks employment.

18.1.2 Re-issue of uniforms

After the supply of the initial set of uniforms the employer must reimburse the employee the cost of purchasing two sets of uniforms on an annual basis or on a fair wear and tear basis whichever occurs first. This sub-clause does not apply where the employer re-issues each employee with two new sets of uniforms on an annual basis or replace the uniforms on a fair wear and tear basis whichever occurs first.

Where the uniforms are provided by the employer they 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 that are provided by the employer will remain the property of the employee only after all Company names have been removed.

18.2 Safety boots

Where the job requires the wearing of safety boots the employer must reimburse the employee for the cost of purchasing a pair of safety boots. This sub-clause does not apply where the employer provides the safety boots.

The safety boots shall not be required to be purchased by the employee or provided by the employer until the completion of 4 weeks employment.

After the provision of the first pair of safety boots the employer must reimburse the employee the cost of purchasing a replacement pair of boots each six months thereafter or on a fair wear and tear basis whichever occurs first. This sub-clause does not apply where the employer replaces the safety boots each six months dating from the first issue or replaces the safety boots on a fair wear and tear basis whichever occurs first.

In the event of the employer providing the safety boots and the employee not wearing them while at work, the employer will be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

19. COMPENSATION FOR CLOTHES, ETC.

19.1 An employee whose clothes, spectacles or hearing aid has been accidentally spoilt by acid, sulphur or other deleterious substances shall be paid an amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be fixed by a Board of Reference.

19.2 An employee shall be reimbursed by his/her employer to a maximum of \$150 for loss of clothing 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.

19.3 When an employer requires an employee to wear spectacles with toughened glass lenses the employer shall pay the cost of the toughening process.

20. SUPERANNUATION

20.1 Definitions

For the purposes of this clause -

20.1.1 **Eligible employee** shall mean 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 40 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with 20.2 hereof effective from the commencement of that qualifying period.

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- 20.1.2 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 shall include a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- 20.1.3 Ordinary time earnings** shall mean 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 regular over-award pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded.
- 20.1.4 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.
- 20.1.5 The relevant fund** means the fund selected in respect of an employee pursuant to 20.4 hereof.

20.2 Contributions

- 20.2.1** In accordance with this clause and subject to the Trust Deed of the relevant fund, on behalf of each eligible employee an employer shall contribute to a relevant superannuation fund a superannuation contribution, the quantum of which shall 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*.
- 20.2.1(a)** Upon completion of the qualifying period specified in 20.1 hereof, contributions on behalf of each eligible employee shall apply from the date of commencement of employment of such employee.
- 20.2.1(b)** 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 20.2.1(a) above and is in accordance with the Act and Regulations.
- 20.2.2** The contributions required herein shall 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.
- 20.2.3** No Employer shall 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 10 hours pay in ordinary time earnings.

20.3 Employee contributions

20.3.1 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 20.2 hereof, shall 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.

20.3.2 Employee contributions to the Fund deducted by the employer at the employee's request shall be held in Trust on the employee's behalf and be subject to the following conditions:

20.3.2(a) The amount of contributions shall be expressed in whole dollars.

20.3.2(b) Employees shall 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.

20.3.2(c) Contributions deducted under this clause shall be forwarded to the Fund at the same time as contributions under 20.2.

20.4 Superannuation fund

20.4.1 The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following Funds:

20.4.1(a) C+BUS, AUST, BUS (Qld), QUEST, AUST (Qld), ARF, ASSET, CTRF, STA, ECASF, Tasplan, the Westscheme Superannuation Scheme; or

20.4.1(b) any Fund operating as at the date of this decision in the State of New South Wales for the purpose of receiving superannuation contributions or any improvement in such contributions, and which fund has been used by employers under the provisions of the Plant etc., Operators on Construction (State) Award. (Such Funds include, but are not limited to, Pru-Plan Group Trust Deed, the Prudential Master Superannuation Fund and the Colonial Mutual Masterpac Superannuation Fund).

20.4.1(c) any fund agreed between the employer and eligible employees, and the Union or Unions, where applicable; or

20.4.1(d) 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

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- 20.4.1(e)** 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.
- 20.4.2** Provided that an employer shall not be required to contribute to more than one fund in respect of eligible employees employed under this Award.
- 20.4.3** 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 shall be referred to the Industrial Relations Commission for determination.

20.5 Fund membership

The employer shall make an eligible employee aware of his/her entitlements under this clause and shall arrange for such eligible employee the opportunity to become a member of the relevant Fund. An eligible employee shall, 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 20.2.

20.6 Exemption

- 20.6.1** This clause shall be deemed to be satisfied by an employer who:
- 20.6.1(a)** as at 1 December 1991 is already satisfying the requirements of this clause by providing superannuation contributions equivalent to at least three per cent of ordinary time earnings and continues to satisfy the requirements of 20.2; or
 - 20.6.1(b)** at the date of becoming respondent to this award is already satisfying and continues to satisfy the requirements of 20.2.
- 20.6.2** 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.

20.7 Absence from work

Subject to the Trust Deed to the Fund of which an employee is a member, the following provisions shall apply.

20.7.1 Paid leave

Contributions shall 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.

20.7.2 Unpaid leave

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

20.7.3 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 shall continue for the period of the absence provided that:

20.7.3(a) 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;

20.7.3(b) the person remains an employee of the employer.

20.8 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.

21. ACCIDENT PAY

21.1 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:

21.1.1 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 11 - Classification, Rates of Pay and All-Purpose Allowances being paid to such employee at the date of the injury.

21.1.2 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.

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- 21.1.3 Incapacity:** Incapacity shall have the same meaning as in the Workers' Compensation Act.
- 21.1.4 Workers' Compensation Act:** The Workers' Compensation Act applicable to an employee's employment.
- 21.2** 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/her 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/her behalf provided that:
- 21.2.1** 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/her 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/she would have paid or been liable to pay had the employee continued in his/her employment and, where applicable, as he/she would have paid if the provisions of the Workers' Compensation Act had not operated.
- 21.2.2** 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.
- 21.2.3** 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.

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- 21.2.4** An employee upon receiving injury for which he/she claims to be entitled to receive Accident Pay shall give notice in writing of the said injury to his/her 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.
- 21.2.5** An employee upon receiving any injury for which he/she 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.
- 21.2.6** 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 him/herself to examination by a legally qualified medical practitioner, provided and paid by the employer, and if he/she refuses to submit him/herself to such examination or in any way obstructs the same, his/her right to receive or continue to receive Accident pay shall be suspended pursuant to the Workers' Compensation Act until such examination has taken place.
- 21.2.7** 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/her fitness for employment or specified the kind of employment for which he/she 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.
- 21.2.8** 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.
- 21.3** 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.
- 21.4** 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.

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- 21.5** Notwithstanding 21.6 and 21.7, any employee who is receiving or who has received Accident Pay in respect of an injury, shall furnish all relevant information to his/her employer concerning any action he/she may institute or any claim he/she 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.
- 21.6** Where the employee obtains a verdict for damages against his/her employer or is paid an amount in settlement of any claim for damages that he/she has made against his/her employer in respect of any injury for which he/she has received compensation under the Workers' Compensation Act and Accident Pay he/she shall not be entitled to any further Accident Pay within the meaning of this award.
- 21.7** 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/she has made against that other person, he/she shall immediately upon payment of such verdict or amount of money to him/her or his/her 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.
- 21.8** 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/her behalf authorise his/her 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.
- 21.9** Nothing in this award shall require the employer to insure against his/her liability for Accident Pay.
- 21.10** In the event of the rates of compensation payable pursuant to the Worker's 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.
- 21.11** 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/she would have received if there had been no such reduction in compensation payments.

21.12 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.

21.13 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.

21.14 Payments

21.14.1 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.

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

22. PROTECTIVE CLOTHING EQUIPMENT AND RELATED MATTERS

The employer shall comply with the provisions of the laws, regulations and codes of practice applying in the State or Territory in which the work is being performed concerning amenities, first aid, asbestos handling and Occupational Health and Safety standards, clothing, equipment and procedures.

23. PAYMENT OF WAGES

23.1 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/her no later than normal ceasing time on the working day immediately preceding such holiday.

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

23.3 An employee kept waiting for his/her 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.

23.4 Particulars of details of payment to each employee shall be included on the envelope holding the payment, or in a statement handed to the employee at the time such payment is made and shall contain the following information:

- Date of payment.
- Period covered by such payment.
- The amount of wages paid for work at ordinary rates.
- 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.

In addition, the following details will also be included in the statement when such payments and benefits apply:

- The number of hours paid at overtime rates and the amount paid therefor.
- The amount of allowances or special rates paid and the nature thereof.
- Annual holiday payments.
- Payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays.
- The employer and employees building superannuation number.
- The employees long service leave registration number.

PART D - HOURS OF WORK AND OVERTIME

24. HOURS OF WORK

24.1 Ordinary work

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

24.1.1 The ordinary working hours shall be worked as a 19 day four week cycle of eight hours each on Monday to Friday inclusive, between the hours of 7 a.m. and 6 p.m., with 0.4 of one hour of each day worked accruing as an entitlement to a day off as rostered in each cycle paid for as though worked.

24.1.2 In the case of employees working alongside other building workers on construction work, the rostered day shall be the fourth Monday in the cycle. Provided that by agreement between an employer and his/her employees an alternate day in the four week cycle may be the rostered day, and where such agreement is reached all provisions of this award shall apply as if such day was the rostered day.

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24.1.3 In the case of all other employees, the employer shall nominate as the rostered day either:

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

Provided that by agreement between an employer, his/her employees and 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 shall 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 10 working days it shall be assumed that consent is given. The union shall not unreasonably withhold consent.

24.1.4 The nominated day shall be recorded in the time records of the employer. An employer shall not change the rostered day without prior notice of 10 working days.

24.1.5 Where such rostered day falls on a public holiday as prescribed in clause 28 - Holidays and Sunday work, the next working day shall be taken in lieu unless an alternate day in that four week cycle or the next is agreed in writing between the employer and employee.

24.1.6 Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

24.1.7 An employee who has not worked, or is not regarded by reason of 24.1.6 above as having worked, a complete 19 day four week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

24.1.8 The accrued rostered day prescribed in this clause shall 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 carry 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 circumstance on a project, in which case, in addition to accrued entitlements the employee shall be paid the penalty rates and provisions as prescribed for Saturday work in clause 25 - Overtime.

24.1.9 Meal break

There shall be a cessation of work and of working time, for the purpose of a meal on each day, of not less than 30 minutes, to be taken between noon and 1.00 p.m.

24.1.10 Early start

Provided that by agreement between the employer, his/her employees and the union, the working day may commence at 6 a.m. or at any other time between that hour and 8 a.m. and the working time shall 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 shall be assumed that consent is given.

24.1.11 Variation of meal breaks

Where the majority of employees on a project vary their meal break, the meal break of employees under this award may be varied to conform.

24.1.12 Rest period

Employees shall be allowed a rest period of 10 minutes between the hours of 9 a.m. and 10.30 a.m. without deduction of pay.

24.1.13 Alternative paid day off procedure

If the employer and employee so agree in writing, the paid rostered day off as prescribed in this clause, may be taken, and paid for, in conjunction with and additional to leave as prescribed in clause 29 (Annual Leave), or at the end of the project, or on termination whichever comes first.

24.2 Shift work

24.2.1 Provided an employee is not employed during the ordinary hours of employment specified in 24.1 of this clause and provided further that the employee is not employed for more than 8 hours continuously except for meal breaks in any twenty four 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 11.1.1. 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.

24.2.2 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/her with a conveyance to his/her home or pay him/her his/her current wage for the time reasonably occupied in reaching his/her home.

25. OVERTIME

25.1 When employed within the ordinary hours provided in clause 24 – Hours of work, inclusive of time worked for accrual purposes as prescribed, 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/she shall receive four hours at double time.

Except as provided in this sub-clause or 25.3, in computing overtime each days work shall stand alone.

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

25.3 Rest period after overtime

25.3.1 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.

25.3.2 An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she 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/she 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/her employer such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double time until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she 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/her ordinary working day.

25.4 Call back

25.4.1 Except in the case of service work an employee recalled to work overtime after leaving his/her 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/she 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/she 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/her employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

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

25.5 Service work

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/her normal place of residence and the time of his/her 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.

25.6 On call

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

25.6.1 Permanent stand-by on roster \$31.70 per week of 7 days extra.

25.6.2 For other than permanent stand-by on roster each Monday to Friday on call a rate of \$3.40 per night extra and for each Saturday, Sunday or Public Holiday on call a rate of \$23.40 extra.

25.6.3 An employee's telephone rental to be paid by the employer.

25.7 Call back and rest period

Overtime worked in the circumstances specified in 25.4, 25.5 and 25.6 shall not be regarded as overtime for the purposes of 25.3 where the actual time worked is less than four hours on such recall or on each of such recalls.

25.8 Use of employee's vehicle

When an employee's vehicle is used for call out at the request of the employer a payment of 64 cents per kilometre shall be made.

25.9 Meal hours

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.

25.10 Reasonable overtime

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

25.11 Transport of employees

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

25.12 Meals and crib time

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/she shall be allowed an amount of \$7.80 for each meal.

When working overtime for two hours or more, employees shall be allowed to take, without deduction of pay, 20 minutes for crib immediately after the ordinary ceasing time, and thereafter 30 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 20 minutes, he/she shall be deemed to have worked two and one third hours.

For the purposes of this sub-clause "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 24 - Hours of Work.

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

PART E - TRAVELLING AND DISTANT WORK

26. FARES AND TRAVELLING TIME

26.1 The centre of employment shall be the capital city principal post office.

26.2 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 11 - Classification, rates of pay and all-purpose allowances, the following extra amounts as allowances for travelling. Provided always:

26.2.1 That travelling time and/or fares shall be computed on the basis that such travelling be done by public conveyance - economy class;

26.2.2 That where the employer provides the conveyance or means of travelling, the payment of fares as per 26.4, shall not have effect.

26.3 For the time occupied outside the ordinary hours of work specified in clause 24 - Hours of Work, 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.

26.4 The fares necessary for such travelling whether actually paid or not.

26.5 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.

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

26.6.1 Fares allowance - \$6.60 per day;

26.6.2 Travelling time - three quarters of one hour's ordinary pay per day. Where Company transport is provided the fares allowance in 26.6.1 above shall not apply.

26.7 On the rostered day as prescribed by clause 24 - Hours of work, the employee shall be paid the same fares allowance and travelling time that he/she received on the ordinary working day prior to the rostered day.

26.8 An employee shall not be entitled to the provisions of this clause in respect of any period of suspension.

27. DISTANT WORK

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

27.1 Fares and travel

27.1.1 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half. 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.

27.1.2 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.

27.2 Residing elsewhere

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

27.3 Expenses and accommodation

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

27.3.1(a) Reasonable full board or in lieu thereof an allowance of \$288.90 per week of 7 days.

27.3.1(b) In addition he/she shall be entitled to a payment of \$31.80 per week of 7 days to cover all out-of-pocket expenses.

27.3.2 When work is situated away from reasonable accommodation, 27.3.1(a) and (b) shall not apply and the employer shall provide huts or caravans with sleeping accommodation for each employee. Reasonable expenses incurred shall also be paid.

27.3.3 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.

27.4 Weekend return home

- 27.4.1** 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/her representative no later than Tuesday of each week of his/her intention to return home at the weekend and who returns home for the weekend shall be paid an allowance of \$24.10 for each such occasion.
- 27.4.2** This sub-clause shall not apply to an employee who is receiving \$288.90 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.
- 27.4.3** An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from his/her accommodation for not less than half the hours between ceasing working the one week and commencing work in the next week.

27.5 Remote work

- 27.5.1** An employee on remote work may after two months' continuous service and thereafter at two monthly intervals return to his/her home for an agreed period and shall be paid the fares reasonably incurred in so travelling to his/her 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.
- 27.5.2** An employee on work in a radius of no more than 1,000 kilometres from his/her 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.
- 27.6** In the event of any employee being recalled by his/her employer and afterwards ordered to return to such work, his/her fare and reasonable expenses shall be paid on each and every such occasion.
- 27.7** 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 26.6.
- 27.8** An employee shall not be entitled to the provisions of this clause in respect of any period of suspension.

PART F - SUNDAY WORK, PUBLIC HOLIDAYS AND TYPES OF LEAVE

28. HOLIDAYS AND SUNDAY WORK

28.1 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/her employees other days may be substituted for the said days or any of them as to such employer's undertaking.

28.2 Where an employee is absent from his/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.

28.3 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.

28.4 When work is performed on any of the public holidays specified in 28.1, an employee shall be paid at the rate of double time and a half for work done, such rate to continue until he/she is released from duty.

28.5 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/she has had 10 consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence.

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- 28.6** 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 28.7 which falls within 10 consecutive calendar days after the day of termination.
- 28.7** 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 calendar 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.
- 28.8** No employee shall be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.

29. ANNUAL LEAVE

29.1 Period of leave

Subject to the provisions of 29.2, 29.4 and 29.5, a period of 28 consecutive days, exclusive of any public holidays occurring during the period shall 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.

Provided that where a rostered day off, as prescribed in clause 24 – Hours of work, falls during the period annual leave is taken, payment of accrued entitlement for such day shall be made in addition to annual leave payments prescribed in 29.7.

29.2 Method of taking leave

- 29.2.1** 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, shall be given and taken within six months from the date when the right to annual leave accrued.
- 29.2.2** Provided that where the employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to a Board of Reference for decision.
- 29.2.3** Provided further that in circumstances where a public holiday falls within one day of a weekend or another public holiday the provisions of 29.2.1 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.

29.2.4 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 the award, shall meet not later than 31 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 shall be referred to the Commission for determination.

29.3 Leave allowed before due date

An employer may allow such leave to an employee before the right thereto has accrued, but where leave has been taken in such a case the qualifying period for a further period of annual leave shall not commence until the expiration of the 12 months in respect of which the leave so allowed was taken. Where the leave prescribed by this clause has been allowed pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was allowed in advance, the employer may for each complete week of the qualifying period of 12 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 wages paid on account of the annual leave.

Provided that notwithstanding anything elsewhere contained in this clause, an employee who has worked 12 months in the industry with various employers without taking annual leave, shall, if he/she so desires and after a minimum period of six months employment, be entitled to take leave and shall be paid pro rata entitlement due at the commencement of such leave.

29.4 Proportionate leave on termination

Where an employee has given one week or more continuous service, inclusive of any day off as prescribed by clause 24 - Hours of work (excluding overtime), and he/she either leaves his/her employment or his/her employment is terminated by the employer he/she shall be paid one-twelfth of an ordinary week's wages in respect of each completed week of continuous service with his/her current employer for which leave has not been granted or paid for in accordance with this award.

29.5 Broken service

Where an employee breaks his/her continuity of service by an absence from work for any reason other than a reason set out in 29.6 the amount of leave to which he/she would have been entitled under 29.1 shall be reduced by one forty eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which he/she would have been entitled under 29.4 shall be reduced by one twelfth of a week's pay for each week or part thereof during which any such absence occurs.

Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of his/her intention so to do within 14 days of the termination of the absence.

29.6 Calculation of continuous service

For the purposes of this clause service shall 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 (4) 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 he/she received Worker's 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 appropriate Board of Reference. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when he/she was due to attend for work or as soon as practicable thereafter of the reason for the absence and the probable duration thereof.

29.7 Payment for period of leave

29.7.1 Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of the leave.

29.7.2 In addition to the payment prescribed in 29.7.1 an employee shall receive during a period of annual leave a loading of 17-1/2 per centum calculated on the rates, loadings and allowances prescribed by clause 11 – Classification, rates of pay and all purpose allowances and clause 26 – Fares and travelling time. The loading prescribed above shall also apply to proportionate leave on lawful termination.

29.8 Service under previous award

Service before the date of operation of the award shall be taken into account 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 a payment in lieu thereof has been allowed or made under any other award superseded by the award.

29.9 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 his/her option, either:

29.9.1 Stand off without pay during the period of leave any employee who has not then qualified under 29.1; or

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- 29.9.2** Stand off for the period of leave any employee who has not then qualified under 29.1 and pay him/her pro rata (up to the amount of the leave then given) for the leave for which he/she has qualified on the basis of one twelfth of an ordinary week's wages in respect of each forty hours of continuous service (exclusive of overtime) during his/her current qualifying twelve monthly period.

Provided that where an employer at his/her option decides to close down his/her 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 his/her employees then qualified for such leave, he/she shall give at least two months notice to his/her employees of his/her intention so to do.

29.10 Entitlement to take leave

Notwithstanding anything elsewhere contained in this clause an employee who has worked 12 months in the industry with various employers without taking annual leave, shall, if he/she so desires, be entitled to take leave and shall be paid his/her pro rata entitlement due at the commencement of such leave.

- 29.11** 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 employee returns to the place regarded as his/her headquarters by the first reasonable means of transport, his/her annual leave shall commence on the first full working day following his/her return to such place of engagement or headquarters as the case may be.

- 29.12** Except as provided for in this clause payment shall not be made by an employer to a worker in lieu of any annual leave or part thereof and no contract or agreement entered into either before or after the commencement of this award shall operate to annul or vary or exclude any of the provisions of this clause.

30. SICK LEAVE

- 30.1** An employee on weekly hiring who is absent from his/her work on account of personal illness, or on account of injury by accident shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- 30.1.1** He shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

- 30.1.2** He shall within twenty-four hours of the commencement of such absence inform the employer of his/her 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.

- 30.1.3** He shall prove to the satisfaction of his/her employer (or in the event of dispute, of a Board or Reference) that he/she was unable on account of such illness or injury to attend for duty, on the day or days for which sick leave is claimed.

30.1.4 He shall not be entitled during any year of any period of service whether in the employ of one employer or more to leave of absence in excess of 10 days of ordinary working time.

Provided that during his/her first year of service with an employer his/her entitlement to sick leave shall accrue at the rate of one day per month for each of the first 10 months of service with a maximum of 10 days.

Provided further that at the beginning of his/her second and each subsequent year of service with an employer he/she shall be credited with 10 days sick leave entitlement.

30.2 Single day absences

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/she 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/she 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 30.1.3.

30.3 Cumulative sick leave

Sick Leave shall accumulate from year to year so that any balance of the period specified in 30.1.4 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.

30.4 Attendance at hospitals, etc.

Notwithstanding anything contained in 30.1, an employee suffering injury through an accident arising out of and in the course of his/her employment (not being an injury in respect of which he/she is entitled to workers' compensation) necessitating his/her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his/her pay for the time (not exceeding one half day of ordinary working time) 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.

31. BEREAVEMENT LEAVE

- 31.1** An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, mother-in-law, or father-in-law be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the numbers of hours worked by the employee in two ordinary days of work.
- 31.2** Proof of such death shall be furnished by the employee to the satisfaction of his/her employer.
- 31.3** This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 31.4** For the purposes of this clause the words “wife” and “husband” shall include a person who lives with the employee as a defacto wife or husband.
- 31.5** With the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to the entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave, up to 10 working days, in respect of the death within Australia or overseas of a relation to whom the clause applies.

32. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave in connection with the birth of a child.

32.1 Definitions

For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where ‘child’ means a person under the age of five years who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

32.2 Basic entitlement

- 32.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 32.2.2** Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- 32.2.2(a)** for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- 32.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

32.3 Maternity leave

32.3.1 An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

32.3.1(a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

32.3.1(b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

32.3.1(c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

32.3.2 Subject to 32.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

32.3.3 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

32.3.4 Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

32.3.5 Where leave is granted under 32.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

32.4 Paternity Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

32.4.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

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32.4.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and

32.4.3 a statutory declaration stating:

32.4.3(a) he will take that period of paternity leave to become the primary care-giver of a child;

32.4.3(b) particulars of any period of maternity leave sought or taken by his spouse; and

32.4.3(c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

32.5 Adoption leave

32.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

32.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

32.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

32.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse;

32.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

32.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

32.5.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

32.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

32.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

32.8 Transfer to a safe job

32.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

32.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

32.9 Returning to work after a period of parental leave

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

32.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 32.8, the employee will be entitled to return to the position they held immediately before such transfer.

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

32.10 Replacement employees

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

32.10.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

33. JURY SERVICE

An employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal his/her ordinary pay as per eight hours per day inclusive of accrued entitlements prescribed by Clause 24 - Hours of work, plus fares whilst meeting this requirement. The employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such Jury Service.

PART G - CONSULTATION AND DISPUTE RESOLUTION

34. SETTLEMENT OF DISPUTES

The parties are committed to preventing industrial disputation through close consultation and cooperation with those directly affected. The parties recognise that, in order to effectively prevent and settle disputes, the provision of information and education is essential to ensure that employers and employees have a clear understanding of their duties and rights.

34.1 Notwithstanding anything else in this clause, at any time any party may elect to refer a dispute to a dispute resolution body established under an applicable industry agreement.

34.2 In the first instance the dispute or claim shall be taken up with the foreperson or supervisor by the employee or employees concerned or the duly appointed union representative.

For the purposes of this award “duly appointed union representative” shall mean the union member appointed as a job steward/delegate by the union members employed at each company or site and accredited by the union.

34.3 If the dispute or claim is not satisfactorily resolved in accordance with 34.2 above the duly appointed union representative and/or Official shall discuss the dispute with the employer, and both parties shall attempt to reach agreement as quickly as possible. Where the employer is not the principal contractor, the parties to the dispute shall involve the principal contractor.

34.4 In these discussions, the duly appointed union representative may seek the advice and assistance of an Official of his/her Union, and the employer may seek the advice and assistance of his/her Employer Association.

34.5 Should the discussions fail to settle the dispute, the duly appointed union representative and/or Official involved, shall notify his/her State Secretary, and the Employer involved shall notify the appropriate Employer Association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.

34.6 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute may be referred to the Australian Industrial Relations Commission for conciliation and, where necessary, arbitration.

34.7 Except in the case of bona fide safety disputes, work should continue without interruption from industrial stoppages, bans and/or limitations.

34.8 In their representative role, the duly appointed union representative shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his/her Union. Provided that the foregoing does not relieve the duly appointed union representative of the obligation imposed upon him/her by his/her employer.

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34.9 An employee appointed or elected as a duly appointed union representative shall, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year (non-cumulative) to attend courses designed to improve the resolution of workplace disputes.

The application for leave shall be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- The name of the employee seeking the leave;
- The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- The title, general description and structure of the course to be attended and the location of where the course is to be conducted.

The employer shall advise the union within seven working days whether the application for leave has been approved.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings, including shift work loadings and over award payments where applicable.

Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any concessional leave.

An employee on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other monies due to the employees.

Where an employee is sick during a period when leave pursuant to this clause has been granted the employee shall receive payment, if entitled under the provisions of clause 30 – Sick leave of this Award.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Award.

34.10 An employer shall 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.

35. BOARDS OF REFERENCE

35.1 Boards of Reference as hereunder specified shall be established to settle matters regarding apprenticeship left to their decision by this award.

35.2 Boards of Reference may be constituted for each of the States and Territories specified in clause 3 – Locality, of this award.

35.3 Each of such Boards of Reference shall be constituted in the following manner:

- One person nominated from time to time by the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia representing employees; one person nominated from time to time by the Fire Contractors Federation representing employers with the addition of the Industrial Registrar or Deputy Industrial Registrar or of such person as he/she may nominate as Chairperson. Provided that any representative so appointed may delegate his/her powers to a substitute.

35.4 Nomination for membership of such Boards and notification of change of membership shall be forwarded to the Industrial Registrar from time to time as thought appropriate by the union and the Federation. The Industrial Registrar, when satisfied that such nominations are in order, shall notify the organizations herein of the constitution of the Board.

35.5 In the event of the representative members of a Board being equally divided in opinion, the Chairperson may cast his/her vote to give a majority decision.

35.6 The decisions of a Board of Reference may be reviewed and altered by the Australian Industrial Relations Commission on the application of any party to this award, provided that notice of intention to apply for a review of such decision be given to the Registrar, the Chairperson of the Board and to the other party to the proceedings within fourteen days of such decision, and an application be lodged with the Registrar asking for such review within 28 days of such decision, but the Australian Industrial Relations Commission may give extended time for such notice and application at any time.

36. FLEXIBILITY

36.1 In this clause a relevant union means an Organisation of employees that:

36.1.1 is party to this award; and

36.1.2 has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

36.2 Enterprise level

- 36.2.1** Where it is known that a union party to the award holds membership in an enterprise or workplace, the employer will have the responsibility of notifying the union prior to commencing negotiations for an agreement. Failure by an employer to give each relevant union, where known, an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission deferring or refusing the application to vary the award.
- 36.2.2** At each enterprise or workplace, mechanisms for consultation and procedural matters will be established comprising representatives of the employer and employees. Each relevant union will have representation entitlement.
- 36.2.3** The particular chosen consultative mechanisms and procedures will be appropriate to the size, structure and needs of the concerned enterprise or workplace.
- 36.2.4** Any agreement reached at an enterprise or workplace through the above consultative mechanisms and/or procedures, will before activating meet as a minimum the following conditions:
- 36.2.4(a)** an application to vary will be made to the Commission for ratification, and
 - 36.2.4(b)** the agreement will be in writing and made available to all employees at the enterprise or workplace and to the union(s) party to the award, and
 - 36.2.4(c)** the variation will become a schedule to this award and the variation will take precedence over any provision of this award unless expressly identified, and
 - 36.2.4(d)** the agreement will have as its purpose, a means to make the enterprise or workplace operate more efficiently and in accord with its particular needs, and
 - 36.2.4(e)** the majority of employees covered by the agreement genuinely agree to it, and
 - 36.2.4(f)** Commission test case standards should be recognised by the parties in reaching and preparing an agreement.
 - 36.2.4(g)** the union while having the right to be a party to the agreement, will not unreasonably oppose any agreement, and
 - 36.2.4(h)** a contained dispute settlement procedure to apply, where no agreement can be reached on a particular issue.

36.3 Industry level

36.3.1 In addition to the measures in 36.2 the CEPU and the FCF will establish a national industry consultative committee which enables them to communicate and consult about matters arising out of this award or other matters which they agree would assist in achieving and maintaining co-operative industrial relations and further improve efficiency within the fire protection industry. Such matters to be discussed at this level include:

- the rates of pay for work on Hydrant Services as provided in sub-clause
- licence and registration allowances
- introduction of change

PART H - AWARD COMPLIANCE

37. TIME RECORDS

37.1 Each employer shall keep a record from which can be readily ascertained the following:

- 37.1.1** The name of each employee and his/her classification.
- 37.1.2** The hours worked each day.
- 37.1.3** The gross amount of wages and allowances paid.
- 37.1.4** The amount of each deduction made and the nature thereof.
- 37.1.5** The net amount of wages and allowances paid.
- 37.1.6** The nominated day in accordance with clause 24 – Hours of work.
- 37.1.7** The employers' Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate.
- 37.1.8** Any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as P.A.Y.E. Tax, whether under a Group Employer's Scheme or not.
- 37.1.9** 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 for which that payment applies. (Where such documentation is available under State Legislation.)
- 37.1.10** The employer's and the employee's appropriate industry Superannuation Scheme number and the contribution returns by the employer to the Scheme on behalf of the employee, where such benefits apply.

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37.2 All records and documentation referred to in 37.1, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this award during the usual office hours, at the employer's office, or other convenient place.

Provided that an inspection shall not be demanded unless the General Secretary or a State Secretary of the union, reasonably suspects that a breach of the award has been committed. The employer shall within 48 hours supply a copy of the record required under 37.1.

37.3 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.

38. POSTING OF AWARD

An up to date copy of this award shall be posted by the employer in a prominent place on the employer's premises, accessible to employees.

39. ANTI-DISCRIMINATION

39.1 It is the intention of the respondents to this Award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force 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.

39.2 Accordingly, in fulfilling their obligations under the Settlement of disputes clause, the respondents must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

39.3 Nothing in this clause is to be taken to affect:

39.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

39.3.2 junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s. 143(1 E) of the Act;

39.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by applications to the Human Rights and Equal Opportunity Commission.

39.3.4 the exemptions in s. 170CK(3) and (4) of the Act.

APPENDIX A

AWARD RESTRUCTURING - NEW CLASSIFICATION STRUCTURE

1. Objective

The objective of the new classification structure contained within this Appendix is to assist in carrying out reform in relation to the way employees under this Appendix are engaged, and receive recognition for their skills. It provides an opportunity for the establishment of a career path for these employees.

The parties to this Appendix acknowledge that the purpose of such initiatives is to increase the productivity and efficiency of the fire protection industry so that it can continue to make a substantial contribution to the prosperity of Australia and provide workers with more varied, fulfilling and better paid jobs.

For the new classification structure to be effective major initiatives are required in the way employees receive recognition for their skills. The parties are committed to maintaining the integrity of competency based training, the classification structure definitions and nationally approved competency standards. In so doing, the parties to this Appendix reaffirm their commitment to maintaining the integrity of and improving upon the system of structured trade training in the fire protection industry.

2. Guidelines for implementation

- 2.1** This appendix shall be introduced by an agreement in writing between the Union and a respondent employer and/or the respondent employer organisation specifying the scope of the agreement and its period of operation.
- 2.2** The appendix shall operate for a period of twelve months from the date the appendix is inserted into this Award. After the expiration of the 12 month period the new classification structure is to be inserted into the Award, subject to a review of the new structure by the Australian Industrial Relations Commission. As part of this review the Parties will ensure that the translation and transition process has been successfully implemented.
- 2.3** Where this new appendix has been introduced the award rates of pay prescribed in this appendix shall replace those appearing in 11.1.1 of this Award for the purposing of calculating the hourly rate of pay.
- 2.4** Parties to this appendix shall 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 shall not be established within companies or firms employing less than 15 employees. The nature and scope of the consultative mechanism to be established shall be agreed to between the employer, the employees and the Union.

2.5 No existing employee's rate of pay shall be reduced as a result of the implementation of this appendix.

3. Key concepts and terms - Award restructuring

3.1 **CTA** means Construction Training Australia. The CTA shall be the recognised authority (for the purpose of this award) 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 National Training Board and State and Territory Training Authorities in respect of matters relating to training in the industry and callings covered by this Award, 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.

3.2 **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 Award the field of work is Sprinkler Fitting. The principal purpose of fields of work is to facilitate the development of training modules.

3.3 **Module** means a module of training that equates to 40 nominal training hours.

3.4 **New Entrant** means an employee, other than an apprentice, who has never previously worked within the scope of any of the following awards" National Building and Construction Industry Award 1990, Building and Construction Industry (ACT) Award 1991, Building and Construction Industry (Northern Territory)(Consolidated) Award 1982, the National Metal and Engineering (On-site) Construction Industry Award 1989, Australian Workers' Union Construction and Maintenance Award 1989, Plumbing Trades (Southern States) Construction Agreement 1979, Plumbing Industry (New South Wales) Award 1983, Plumbing Industry (Qld and WA) Award 1979, Plumbing Industry (ACT) Award 1982 and the Sprinkler Pipe Fitters Award 1975 including any federal award which was superseded by the making of these Awards, or any state counterpart award covering the same industries and/or callings as the federal awards cited. If there is doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

3.4.1 documentary evidence concerning registration with any of the portable industry long service leave schemes;

3.4.2 documentary evidence concerning contributions into an approved industry superannuation fund (e.g.: C + BUS);

- 3.4.3** documentary evidence concerning membership of a union party to any of the above Awards in the building and construction industry.

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of the new classification structure. Such employees are subject to the translation arrangements set out in Schedule A of this Appendix.

The purpose of introducing the new entrant level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer shall not purposely “turn over” employees within the new entrant classification as an alternative to engaging employees on an ongoing basis.

Provided that nothing contained in this sub-clause shall prevent a party from submitting a dispute about the status of an employee in this regard to the Reclassification Committee outlined in clause 7 – Classification and reclassification disputes settlement procedure of this Appendix.

- 3.5 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.

- 3.6 Services Stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the field of work relevant to this Award.

- 3.7 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.

- 3.8** The Key concepts and terms of:

- **Fields of Work** (clause 3.2);
- **Services Stream** (clause 3.5);
- **Services Stream (Sprinkler Fitting)** (clause 3.6); and
- **Streams or Skills Streams** (clause 3.7)

are not intended to affect the operation of clause 5 - Scope, or clause 6 - Parties and Persons Bound, of this Award

- 3.9 Trade Certificate** means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry shall be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant shall be determined by the Union and the employer organisation respondent to this Award.

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3.10 Where it appears in the classification definitions at levels 105% and above the phrase “or equivalent” means:

3.10.1 any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; OR

3.10.2 where competencies meet the requirements of the national competency standards developed by CTA for these levels.

4. Rates of pay

4.1 Employees shall be paid the following rates of pay in accordance with the level to which they are entitled either by virtue of:

4.1.1 translation to the new classification structure as detailed in Schedule A of this Appendix; or

4.1.2 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 employees’ rate of pay shall be reduced as a result of the implementation of this classification structure.

Classification	Weekly Minimum Rate	Relativity to Tradepersons
Sprinkler Fitting Worker level 1(a) (New Entrant) Upon Commencement in the Industry	402.70	85%
Sprinkler Fitting Worker level 1(b) After three months in the industry	415.20	88%
Sprinkler Fitting Worker level 1(c) After 12 months in the industry	423.60	90%
Sprinkler Fitting Worker level 1(d) Upon fulfilling the substantive Requirements of Sprinkler Fitter Worker level 1(d)	435.20	92.4%
Sprinkler Fitting Worker Level 2	465.30	100%
Sprinkler Fitting Tradesperson Level I	465.30	100%

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Classification	Weekly Minimum Rate	Relativity to Tradepersons
Sprinkler Fitting Tradesperson Level II	486.20	105%
Sprinkler Fitting Tradesperson – Special Class Level I	507.00	110%
Sprinkler Fitting Tradesperson - Special Class Level II	527.90	115%
Advanced Sprinkler Fitting Tradesperson Level I	548.70	120%
Advanced Sprinkler Fitting Tradesperson Level II	567.60	125%

The rates of pay in this award include the arbitrated safety net adjustment payable under the April 1997 and April 1998 Safety Net Review - Wages decisions (Prints P1997 and Q1998). 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 certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

Full translation arrangements showing totals of minimum rate adjustments are detailed in Schedule A and B and clause 5 – Translation to the classification structure of this appendix.

Notes: (a) The percentage relativities column relates to percentages applying before the application of the \$8.00 arbitrated safety net 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, the \$10 per week arbitrated safety net adjustment in accordance with the Safety Net Review - Wages April 1997 decision and the \$14.00 or \$12.00 per week arbitrated safety net adjustment made in accordance with the Safety Net Review - Wages April 1998 decision.

- 4.2** The rates prescribed in this clause shall apply for the purpose of calculating the hourly rate of pay.

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4.3 The amounts below reflect the current differential in base rate between the first class sprinkler fitter classification in this Award and the carpenter classification in the National Building and Construction Industry Award 1990. This excess amount shall be preserved and will not be adjusted until further order of the Australian Industrial Relations Commission. An employee at the 100% level in the classification structure who is mainly engaged in performing the duties of the classification listed below shall be paid the preserved amount.

- **Classification**
First class sprinkler fitter \$3.60

5. Translation to the classification structure

5.1 Where agreement is reached to introduce this appendix and subject to 2.5 of this appendix, all employees affected shall 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.

5.2 Upon translation to the new classification structure existing employees shall be regarded as satisfying the requirements of the new skill level to which they translate.

5.3 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 and 12 months after the implementation of the new wage and classification structure.

5.4 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 installments at six monthly intervals.

5.5 Wage increases arising from broadbanding and adjustment of minimum rates are subject to absorption into existing overaward payments pursuant to Commission principles.

5.6 No employee shall unreasonably refuse to undertake training as determined in accordance with 8.3 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 shall 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 9 – Outline of classification structure.

6. Engagement and reclassification

6.1 Workers shall be employed in the Services Stream (Sprinkler Fitting).

6.2 The employer shall tell each employee upon engagement that he/she has been employed in the Services Stream (Sprinkler Fitting).

- 6.3** In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:
- 6.3.1** the training and skill requirements of the position to be filled;
 - 6.3.2** the qualifications, skill level and certification of the employee; and
 - 6.3.3** the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in 9.3.
- 6.4** If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter shall be determined in accordance with clause 7 – Classification and reclassification disputes settlement procedure of this Appendix.

7. Classification and reclassification disputes settlement procedure

- 7.1** It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise, the following procedure shall apply:
- 7.1.1** The employee and at his/her request, an accredited Union representative, shall raise the matter with the employer and both parties shall attempt to reach agreement as quickly as possible.
 - 7.1.2** If the matter is not settled at this stage, the employee shall 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.
 - 7.1.3** 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.
 - 7.1.4** If the matter is not resolved by the consultative committee then it shall be referred to a Reclassification Committee.
 - 7.1.5** A Reclassification Committee shall be established in each State and comprise of an equal number of representatives from the Union and the employer organisation party to this award with the total number of participants not exceeding four.
 - 7.1.6** A Reclassification Committee shall have the responsibility of settling disputes concerning:
 - 7.1.6(a)** the classification or reclassification of a position or job to be filled by an employee; and
 - 7.1.6(b)** training pursuant to clause 8 - Training for employees other than apprentices.

- 7.1.7** Where the Reclassification Committee is unable to resolve the matter the parties may refer it to the Australian Industrial Relations Commission.
- 7.2** Where a company does not have a consultative committee the employee and the employer may refer the grievance to the Reclassification Committee if the matter is not settled in accordance with 7.1.1 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.
- 7.3** The Reclassification Committee shall 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 an employee's claim for reclassification. These procedures shall be included in the Implementation Manual (published separately) which should be read in conjunction with 6.3.
- 7.4** 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.

8. Training for employees other than apprentices

- 8.1** This clause applies to training other than apprenticeship training or an equivalent contract for training.
- 8.2** The parties to this Appendix recognise that in order to increase the productivity and efficiency of the Fire Protection industry a greater commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- 8.2.1** developing a more highly skilled and flexible workforce;
- 8.2.2** providing employees with career opportunities through appropriate training to acquire additional skills; and
- 8.2.3** promoting the greatest possible use of all of the skills which an employee has acquired.
- 8.3** To facilitate the above objectives an employer shall, 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 2.4, develop a training program consistent with:
- 8.3.1** the national competency standards that have been developed by the industry parties for the non trade and above base trade classifications in the fire protection industry; and

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- 8.3.2** national training standards for the non trade and above base trade classifications for the fire protection industry; and
- 8.3.3** the size, structure and scope of the activities of the employer; and
- 8.3.4** the need to continue to develop vocational skills which are nationally consistent, relevant to the enterprise and the fire protection industry generally through accredited training courses conducted by accredited educational institutions and providers.

Any training program developed in accordance with this sub-clause shall ensure that the integrity of the apprenticeship system or equivalent contracts for structured training is maintained in the fire protection industry.

- 8.4** Where the training program is developed through consultation with the consultative committee the roles and responsibilities of the committee in respect to training shall be clearly stated, such as:
 - 8.4.1** formulation of a training program consistent with the requirements of 8.3;
 - 8.4.2** dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - 8.4.3** the recommending of individual employees for training and reclassification;
 - 8.4.4** monitoring and advising management and employees on the ongoing effectiveness of the training.
- 8.5** 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. Provided that if the training is undertaken during normal working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - 8.5.1** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training pursuant to 8.3 shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall be subject to the presentation of reports of satisfactory progress.
 - 8.5.2** Travel costs incurred by an employee undertaking training in accordance with this clause pursuant to 8.3 which exceeds those normally incurred travelling to and from work shall be reimbursed by the employer.
- 8.6** 8.3, 8.4 and 8.5 shall operate as interim provisions for a period of 12 months upon which time their operation shall be reviewed.

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8.7 Any disputes arising in relation to this clause shall be dealt with by the Reclassification Committee in accordance with clause 7 – Classification and reclassification disputes settlement procedure herein.

9. Outline of classification structure

9.1 Classification structure

Classification	Relativity to Base Rate
Sprinkler Fitting Worker level 1 (a) (New Entrant) Upon commencement in the industry	85%
Sprinkler Fitting Worker level 1 (b) After three months in the industry	88%
Sprinkler Fitting Worker level 1 (c) After 12 months in the industry	90%
Sprinkler Fitting Worker level 1 (d) Upon fulfilling the substantive Requirements of Sprinkler Fitting Worker level 1 (d)	92.4%
Sprinkler Fitting Worker Level 2	100%
Sprinkler Fitting Tradesperson Level 1	100%
Sprinkler Fitting Tradesperson Level II	105%
Sprinkler Fitting Tradesperson - Special Class Level I	110%
Sprinkler Fitting Tradesperson - Special Class Level II	115%
Advanced Sprinkler Fitting Tradesperson Level I	120%
Advanced Sprinkler Fitting Tradesperson Level II	125%

9.2 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.

9.3 Classification definitions

Classification	Relativity to Tradesperson level
Sprinkler Fitting Worker Level 1 (a) (New Entrant)	85%
Sprinkler Fitting Worker Level 1 (b) - After three months in the industry	88%
Sprinkler Fitting Worker Level 1 (c) - After 12 months in the industry	90%

Sprinkler Fitting Worker Level 1 (d) 92.4%

A Sprinkler Fitting Worker level 1 (d) is an employee who has fulfilled the substantive requirements of a Sprinkler Fitting Worker level 1 (d) as detailed below.

An employee at this level will have:

- 9.3.1** successfully completed a Services Stream Certificate (Sprinkler Fitting) level 1 consisting of 16 appropriate modules of structured training agreed to between the parties to this Award; OR
- 9.3.2** obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Sprinkler Fitting Worker level 1 (c) and to the level of the employee's training:

- 9.3.2(a)** Assists in the co-ordination of work in a team environment or works individually under general supervision.
- 9.3.2(b)** Is responsible for ensuring the quality of their own work.
- 9.3.2(c)** Exercises discretion within their level of skill and training.
- 9.3.2(d)** Has an understanding of the construction processes within the other streams and how the Services Stream inter-relates to the other streams.
- 9.3.2(e)** Assists in the provision of on-the-job training to a limited degree.
- 9.3.2(f)** Works from instructions and procedures.
- 9.3.2(g)** Implements basic fault-finding and problem solving skills within the employee's sphere of work.
- 9.3.2(h)** Measures accurately for their area of operation.

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- 9.3.2(i)** Works in a safe manner.
- 9.3.2(j)** Interacts harmoniously with employees of other companies on site or at the workplace.
- 9.3.2(k)** Adapts to a changing 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:

- erect and dismantle scaffolding,
- assist with rigging,
- undertake basic oxy cutting,
- execute shoring/trenching,
- undertake site drainage and de-watering,
- assisting one or more tradespersons,
- safely handle waste.

Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Sprinkler Fitting Worker level 1 (c).

The Sprinkler Fitting Worker level 1 (d) classification incorporates the following translated award classifications:

- Sprinkler fitter's assistant

Sprinkler Fitting Worker Level 2 (100%)

A Sprinkler Fitting Worker Level 2 is an employee who has:

- (a)** Successfully completed a Services Stream Certificate (Sprinkler Fitting) level 2 consisting of 24 appropriate modules of formal structured training agreed to between the parties to this award:
or
- (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 Sprinkler Fitting Worker level 1(d) and to the level of the employee's training:

- 1.** Exercises good interpersonal communication skills
- 2.** Exercises discretion within their level of training.
- 3.** Understands and applies quality control techniques.

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4. Performs work under general supervision either individually or in a team environment.
5. Has knowledge of the four streams within the building and construction industry and how they inter-relate.
6. Works in a safe manner.
7. Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision.
8. Is capable of detailed measuring techniques.
9. Interacts with and assist employees of other companies on site or at the workplace.
10. 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 Sprinkler Fitting Worker level 1(d).
- assists with informal on-the-job guidance to other employees to a limited degree.

Sprinkler Fitting Tradesperson Level 1 (100%)

A Sprinkler Fitting Tradesperson Level 1 is an employee who holds a trade certificate or its equivalent in the Services Stream (Sprinkler Fitting) and who is able to exercise the skill and knowledge of that trade.

A Sprinkler Fitting Tradesperson Level 1 works above and beyond an employee at Sprinkler Fitting Worker level 1(d) and to the level of her/his training:

1. Exercises good interpersonal communication skills.
2. Reads, interprets and applies information from plans.
3. Understands and applies quality control techniques.

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4. Exercises discretion within their level of training.
5. Performs work under general supervision either individually or in a team environment.
6. Is able to perform tasks safely and be able to identify hazards within their sphere of work.
7. Assists with informal on-the-job guidance to a limited degree.
8. Performs non-trade tasks incidental to their work.
9. 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 Sprinkler Fitting Tradespersons Level 1 classification incorporates the following translated award classifications:

- First Class Sprinkler Fitter

Sprinkler Fitting Tradesperson Level 11 (105%)

A Sprinkler Fitting Tradesperson Level 11 is a Sprinkler Fitting Tradesperson Level 1 who has:

- (a) successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1;

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 Sprinkler Fitting Tradesperson Level 11 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

1. exercises the skills attained through completion of the training prescribed for this classification.
2. works under general supervision either individually or in a team environment.
3. Understands and implements quality control techniques.

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4. Provides trade guidance and assistance as part of a work team.
5. Exercises discretion within their level of training.
6. Has knowledge of occupational, health and safety requirements subject to the level of their training.
7. 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:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO₂ systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements:

- (a) successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1;

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 Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training:

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

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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.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 11 (115%)

A Sprinkler Fitting Tradesperson - Special Class Level 11 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements:

- (a) successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1;

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 Sprinkler Fitting Tradesperson - Special Class Level 11 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

1. Exercises the skills attained through completion of the training prescribed for this classification.
2. Provides trade guidance and assistance as part of a work team.
3. Understands and implements quality control techniques.

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4. Works under limited supervision either individually or in a team environment.
5. 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 installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO₂ systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 1 (120%)

An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements:

- (a) successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or
- (b) successfully completed 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 Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 11 and to the level of her/his training:

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

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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 installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 11 (125%)

An Advanced Sprinkler Fitting Tradesperson Level 11 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements:

- (a) successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or
- (b) successfully completed 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 Sprinkler Fitting Tradesperson Level 11 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of the employee's training. The employee may:

- (1) Undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1;
- (2) Provide trade guidance and assistance as part of a work team;
- (3) Assist in the provision of training to employees in conjunction with supervisors/trainers;
- (4) Perform maintenance planning and predictive maintenance work within their field of work;
- (5) Prepare reports of a technical nature on specific tasks or assignments as directed.
- (6) Exercise broad discretion within the scope of this level.

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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 their sphere of work.
- be able to identify any 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 installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems.
- exercising diagnostic skill in respect to various systems in fire protection.

9.4 Supervision definitions

General Supervision

Working under general supervision means a person who:

- (i) receives general instructions, usually covering only the broader technical aspects of the work; and
- (ii) may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- (iii) has their assignments reviewed on completion; and
- (iv) although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

Limited Supervision

Working under limited supervision means a person who:

- (i) receives limited instructions normally confined to a clear statement of objectives; and
- (ii) has their work usually measured in terms of the achievement of stated objectives; and
- (iii) is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

10. Consequential amendments

10.1 In lieu of the provisions of 16.9 of this Award the following provision shall apply to apprentices employed under the terms of this Appendix:

16.9 The weekly wage for apprentices shall be the undermentioned percentages of the wage payable to a Sprinkler Fitting Tradesperson level I, including the weekly minimum rate and preserved amount in clause 4 of this Appendix and the allowances in 11.1.4 and 11.1.5 of the Award, in the area in which the apprentice is employed and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:

Year	Percentage of ordinary weekly wage Sprinkler Fitting Tradesperson level I
First year	50%
Second year	55%
Third year	75%
Fourth year	90%

The total wages of apprentices shall be calculated to the nearest five cents.

11. Leave reserve

11.1 The Union reserves its rights in respect to the implementation of a system of certification for the base trade and above classification levels under this Award.

11.2 The Union reserves its rights in respect to engagement and training - preference.

11.3 New Classification at 96% level.

11.4 Clarification of the skills and competency testing issue pertaining to the classification structure.

11.5 The payment of leading hand allowance and welding allowance under the classification structure.

11.6 The application of post trade qualifications (e.g.: Modules towards an Advanced Certificate and Associate Diploma).

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SCHEDULE A - TRANSLATION TABLE

Current Classification	First Class Sprinkler Fitter	Sprinkler Fitter's Assistant
Existing Relativity	100.99%	91.76%
Existing minimum rate	\$468	\$408.90
New Classification	Sprinkler Fitting Tradesperson Level 1	Sprinkler Fitting Worker Level 1(d)
New minimum rate	\$465.30	\$435.20
Preserved amount	\$3.60	0
Minimum rate adjustment	0	\$26.30
Actual minimum rate	\$468.90	\$435.20

SCHEDULE B - IMPLEMENTATION OF MINIMUM RATES ADJUSTMENT

Old Classification	Sprinkler Fitter's Assistant
New Classification level	Sprinkler Fitting worker Level 1(d)
New minimum rate	\$435.20
New relativity	92.4%
Total minimum rate adjustment	\$26.30
Pay on commencement of new classification structure*	\$417.70
Pay six months after commencement of new classification structure*	\$426.50
Pay twelve months after commencement of new classification structure*	\$435.20

Note: * These rates shall be adjusted in accordance with National Wage Case Principles

B. This award shall come into force on 23 July 1998 and shall continue in force until 30 June 1999

BY THE COMMISSION:

COMMISSIONER

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