

**BELFAST FIRE PROTECTION SERVICES
PTY LTD ENTERPRISE AGREEMENT 2024
– 2028**

TABLE OF CONTENTS

PART 1 – APPLICATION and OPERATION

1.	Title	4
2.	Coverage	4
3.	Intentions of the Agreement	4
4.	Date of Operation of the Agreement.....	5
5.	Entire Agreement.....	5
6.	No Extra Claims	5

PART 2 – CONSULTATION, FLEXIBILITY, PRODUCTIVITY and DISPUTE RESOLUTION

7.	Consultation	6
8.	Consultation Committee	9
9.	Flexibility	9
10.	Productivity	10
11.	Multi-Skilling & Testing	12
12.	Care of Equipment	12
13.	Working Alone	12
14.	Maintenance of the Workplace	12
15.	Alcohol/Drug Initiatives	12
16.	Dispute Procedure	13

PART 3 – TYPES OF EMPLOYMENT and TERMINATION OF EMPLOYMENT

17.	Employment Relationship	14
18.	Contracting	16
19.	Structured Vocational Training	16
20.	Licence and Registration	17
21.	Probationary Period	17
22.	Duties	17
23.	Absenteeism	17
24.	Abandonment of Employment	18
25.	Termination of Employment	18
26.	Redundancy	19
27.	Redundancy Fund.....	21

PART 4 – WAGES, ALLOWANCES and RELATED MATTERS

28.	Wages	22
29.	Allowances	22
30.	Record of Time Worked	23
31.	Payment of Wages	23
32.	Superannuation	23
33.	Work Health and Safety	24
34.	Work Related Injury or Illness	24
35.	Protective Clothing	24
36.	Inclement Weather	25

PART 5 – HOURS OF WORK and RELATED MATTERS

37. Hours of Work 26
38. Rostered Days Off 26
39. Overtime 27
40. Shift Work27
41. Breaks 28
42. Fares and Travel29
43. Living Away From Home29

PART 6 – LEAVE and PUBLIC HOLIDAYS

44. Annual Leave 30
45. Public Holidays 32
46. Personal/Carer’s Leave32
47. Compassionate Leave 33
48. Family and Domestic Violence Leave 34
49. Community Service Leave34
50. Parental Leave and Related Entitlements34
51. Long Service Leave34

Appendix 1 – Wage Rates and Allowances 36

Appendix 2 – Definitions 37

Signatures 38

PART 1 – Application and Operation

1 TITLE

This agreement is known as Belfast Fire Protection Services Pty Ltd Enterprise Agreement 2024-2028.

2. COVERAGE

This agreement shall be binding upon:

- 2.1 Belfast Fire Protection Services Pty Ltd (the employer); and
- 2.2 All employees in New South Wales and whose classification falls within the classification structure set in Attachment "1" to this Agreement employed by the Company as Sprinkler Fitters, Plumbers or Apprentices (the employees).

3. INTENTIONS OF THE AGREEMENT

- 3.1 Provide for an efficient, progressive and prosperous Fire Protection Industry for the benefit of the Employer and its Employees.
- 3.2 Improve the standard of living, job satisfaction and continuity of employment for workers.
- 3.3 Create a co-operative and productive industrial relations environment.
- 3.4 Maintain a safe working environment.
- 3.5 Ensure the integrity of structured training consistent with National competency standards.
- 3.6 Develop and negotiate implementation of key performance indicators to improve the ongoing performance and productivity of the Belfast Fire Protection Services Pty Ltd.
- 3.7 Create an agreement that:
 - 3.7.1 is compliant with the National Code of Practice for the Construction Industry;
 - 3.7.2 has no Prohibited Content as per the requirements of the Fair Work Commission;
 - 3.7.3 has no connection to a common law deed;
 - 3.7.4 has no reference to any Award or previous Agreement.

4. DATE and OPERATION of the AGREEMENT

This Agreement comes into operations 7 days following its approval by the Fair Work Commission and will remain in operation until 30th June 2028.

5. ENTIRE AGREEMENT

5.1 This Agreement is a comprehensive Agreement and will stand alone.

5.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental to an employee when compared to a standard, the standard prevails over the term of this Agreement.

6. NO EXTRA CLAIMS

The Employees will not pursue any extra claims for the nominal life of this Agreement. However, the provisions of this clause do not prevent the Employer from implementing features which improve the efficiency and productivity of the business.

PART 2 – Consultation, Flexibility, Productivity and Dispute Resolution

7 CONSULTATION

- 7.1 This term applies if the employer:
 - 7.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; or
 - 7.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 7.2 For a major change referred to in sub-clause 7.1.1:
 - 7.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and
 - 7.2.2 sub-clauses 7.3 to 7.9, apply.
- 7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 If:
 - 7.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 7.4.2 the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- 7.5 As soon as practicable after making its decision, the employer must:
 - 7.5.1 discuss with the relevant employees:
 - 7.5.1.1 the introduction of the change; and
 - 7.5.1.2 the effect the change is likely to have on the employees; and
 - 7.5.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 7.5.2 for the purposes of the discussion — provide, in writing, to the relevant employees:
 - 7.5.2.1 all relevant information about the change including the nature of the change proposed; and

- 7.5.2.2 information about the expected effects of the change on the employees; and
 - 7.5.2.3 any other matters likely to affect the employees.
- 7.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 7.2.1 and sub-clauses 7.3 and 7.5 are taken not to apply.
- 7.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - 7.9.1 the termination of the employment of employees; or
 - 7.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 7.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 7.9.4 the alteration of hours of work; or
 - 7.9.5 the need to retrain employees; or
 - 7.9.6 the need to relocate employees to another workplace; or
 - 7.9.7 the restructuring of jobs;
 - 7.9.8 in accordance with sub-clause 7.1 and 7.5, the Employer will not be required to consult with or otherwise seek the approval of a union or employee(s) approval prior to any demobilisation, re-deployment or redundancy of employees.

Changes to regular rosters or ordinary hours of work

- 7.10 For a change referred to in sub-clause 7.1.2:
 - 7.10.1 the employer must notify the relevant employees of the proposed change; and
 - 7.10.2 sub-clauses 7.11 to 7.15, apply.
- 7.11 The relevant employees may appoint a representative for the purpose of the procedures in this term.

- 7.12 If:
- 7.12.1 a relevant employee appoints or relevant employee appoint, a representative for the purposes of consultation; and
 - 7.12.2 the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the employer must:
- 7.13.1 discuss with the relevant employees, the introduction of the change; and
 - 7.13.2 for the purposes of the discussion – provide to the relevant employees:
 - 7.13.2.1 all relevant information about the change including the nature of the change; and
 - 7.13.2.2 information about what the employer reasonably believes will be the effects of the change on the employees (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
 - 7.13.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 7.13.3 invite the relevant employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
- 7.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.16 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 7.17 these provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.
- 7.18 In this term, “**relevant employees**” means the employees who may be affected by the major change.

8. CONSULTATIVE COMMITTEE

The parties to this agreement shall continuously monitor the application of the agreement via a Consultative Committee.

9. FLEXIBILITY

9.1 The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement if:

9.1.1 the agreement deals with one (1) or more of the following matters:

9.1.1.1 arrangements about when work is performed

9.1.1.2 overtime rates

9.1.1.3 penalty rates

9.1.1.4 allowances

9.1.1.5 leave loading; and

9.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in Sub Clause 9.1; and

9.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

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

9.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

9.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

9.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.3 The Employer must ensure that the individual flexibility arrangement:

9.3.1 is in writing; and

9.3.2 includes the name of the Employer and the Employee; and

9.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

9.3.4 includes details of:

9.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement;

- 9.3.4.2 and how the arrangement will vary the effect of the terms;
and
 - 9.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 9.3.4.4 states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- 9.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 9.5.2 if the Employer and Employee agree in writing – at any time.

10. PRODUCTIVITY

10.1 Technology & Tools

- 10.1.1 The parties acknowledge that the use of technical devices for example hand held computers and palm devices for recording test results, repairs & scheduling of tests or any other business related functions will improve productivity. If the employer chooses to provide these for use by the field staff, the employees agree to assist with their implementation. All employees will receive training on these devices before being required to utilise these devices.
- 10.1.2 Employees must at all times take reasonable care of equipment, tools and materials, to minimise waste, repair and replacement costs. The employer will provide training about the proper use of equipment, tools as well as provide suitable storage of such items.
- 10.1.3 Employees must advise their Supervisor / Manager immediately of any case where assigned tools are stolen, lost or unusable. The employer will replace or pay for loss of tools.
- 10.1.4 Employees are responsible for the tools they are provided with by the employer. Any loss except those occasioned by fair wear and tear, reasonable breakage or theft outside of working hours, shall be made good by the employee.
- 10.1.5 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.

- 10.1.6 The parties to this Agreement agree to comply with legal, site and client specific technological and safety requirements.
- 10.1.7 Employees will exercise particular care in handling, using and maintaining plant and equipment that is owned or hired by the employer or by a customer organisation.
- 10.1.8 To minimise loss and damage, employees will take care of the employer's tools, including tools issued to casual Employees and those maintained in a central area.

10.2 GPS

- 10.2.1 It is a requirement that Belfast Fire Protection Services Pty Ltd field employees use the Portable Handheld Device (PHD) as directed in the course of their employment.
- 10.2.2 Any future GPS capabilities associated with this device:
 - 10.2.2.1 may be utilised for the purpose of improving employee health and safety;
 - 10.2.2.2 may be used to enhance customer service and efficiency;
 - 10.2.2.3 shall not be used for unreasonable intrusive monitoring of employees;
 - 10.2.2.4 shall not be proactively used, in the absence of other material justifying an investigation, for the purpose of performance management of employees; and
 - 10.2.2.5 may be turned off by employees during approved unpaid breaks, approved absences and outside of working hours.
- 10.2.3 Where a Portable Handheld Device (PHD) is equipped with GPS and is capable of transmitting geographical location data, the Company will ensure that the device is issued to the user in accordance with all local laws that regulate such devices, including but not limited to:
 - 10.2.3.1 notifying the user that the device contains GPS that is capable of transmitting geographical location data; and
 - 10.2.3.2 ensuring that a notice appears on the device to the effect that the device is equipped with GPS that is capable of transmitting geographical location data.

Nothing in the above sub-clauses 10.2.1 - 10.2.3, is designed to prevent the Company from introducing geographical or skill dispatching.

11 MULTI-SKILLING & TESTING

The employer will develop and implement skills training to enable testers to test sprinklers, special hazards and fire alarm/evacuation equipment installations when multi-type systems are installed on sites. These duties are for testing and reporting of status of equipment only, with no rectification work or annual smoke/heat testing to be included.

12 CARE OF EQUIPMENT

- 12.1 Employees must always take reasonable care of equipment and materials, to minimise waste, repair and replacement costs. The employer will provide training about the proper use of equipment and suitable storage for items.
- 12.2 Drivers must keep vehicles clean and tidy, and any damage must be reported immediately. When a vehicle is transferred from one driver to another, the supervisor will inspect it with the drivers and identify any damage or uncleanliness. If a driver later becomes aware of any damage that was not identified in the inspection, the driver must inform the supervisor immediately.
- 12.3 Routine maintenance, repairs and general wear and tear are the employer's responsibility.

13 WORKING ALONE

The Employer may direct an employee to work without a partner, to carry out duties that are within the limits of the employee's skill and competence, and which would be safe to do without assistance or supervision. These tasks are testing, painting, valve overhauls, small repairs, modifications, etc.

14 MAINTENANCE OF THE WORKPLACE

All employees must keep their workplace and crib room clean and safe.

15 ALCOHOL/DRUG INITIATIVES

- 15.1 Existing Employer and/or client policies will continue to apply with a zero tolerance for alcohol and drug use.
- 15.2 An Employee who is considered to be under the influence of alcohol or drug will be prevented from commencing or continuing to work whilst the Employee is considered to be incapable of performing safe work practices.
- 15.3 Testing for alcohol and drug may be conducted on-site or other nominated location on a random selective basis, or following an incident, or where there is a reasonable suspicion that an employee is in breach of this policy.
- 15.4 Employees who test positive or otherwise are observed to be in breach of this policy will be encouraged to seek counselling and rehabilitation. Ongoing issues relating to inappropriate alcohol and drug use may result in dismissal.

16 DISPUTE RESOLUTION

- 16.1 The dispute resolution procedure will be used to address all disputes under the Agreement. If a dispute arises concerning the application of the Agreement or in relation to the National Employment Standards, the dispute will be dealt in accordance with this clause.
- 16.2 The parties will endeavour to resolve disputes and grievances by direct negotiation and consultation.
- 16.3 At any stage of the process an Employee may seek advice and/or representation.
- 16.4 Unless there is a reasonable concern about an imminent risk to health or safety, work must continue as normal without loss of productivity.
- 16.5 If there is a health or safety risk an Employee must not unreasonably refuse to perform suitable alternative work, at the same workplace or another location.
- 16.6 Work must continue without any limitation or interruption while the dispute is being resolved but health and safety requirements must be taken into consideration. There will be no stoppage of work whilst the dispute resolution procedure is being followed.
- 16.7 The Employee should discuss the matter with their immediate supervisor who will make every effort to resolve the matter promptly.
- 16.8 If still unresolved, the dispute will be raised with a Manager, who will attempt to resolve the matter, possibly involving more senior managers.
- 16.10 Failing a satisfactory resolution, if all agreed steps have been exhausted, either party may refer the dispute to the Fair Work Commission for conciliation and/or arbitration.
- 16.11 Upon referral of the matter in dispute, the Fair Work Commission shall first conciliate in respect of the matter.
- 16.12 By agreement, some steps of the dispute resolution process may be bypassed if necessary to achieve effective resolution of the dispute.

PART 3 – Types of Employment and Termination of Employment

17 EMPLOYMENT RELATIONSHIP

17.1 Employees covered by this agreement may be permanent or casual, part-time or full-time. A Fair Work Information Statement will be provided to all employees at the commencement of their employment in accordance with the National Employment Standards.

17.2 Part-time employment

17.2.1 A part time Employee is one who:

17.2.1.1 is employed for less than 38 ordinary hours per week; and

17.2.1.2 has reasonable predictable hours of work;

17.2.1.3 receives, on a pro rata basis, for all hours worked, equivalent pay and conditions to those of a full-time employee.

17.2.2 at the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed, the hourly rate, and the usual daily starting and finishing times.

17.3 Casual Employment

17.3.1 a casual employee will be paid 1/38th of the weekly rate and all allowances in Appendix 1, plus a loading of 20%. The loading constitutes part of the casual employee's all-purpose rate;

17.3.2 the 20% loading is in lieu of all paid leave, public holidays, top-up payments or severance payments and to compensate for the nature of casual employment;

17.3.3 provisions that do not apply to casual employees include annual leave, public holidays, personal leave, parental leave, redundancy, compassionate leave, prescribed for other employees covered by this Agreement such as notice of termination and redundancy benefits and to compensate for the nature of casual employment;

17.3.4 a casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the Employer but with a minimum of 3 hours each day or shift or engagement with either party terminating the contract accordingly and with no expectation of on-

going employment. Overtime and shift work penalty payments will be based on the minimum 3 hour engagement period;

- 17.3.5 either party may terminate the contract with no expectation of on-going employment with as little as one-hour's notice;
- 17.3.6 as a casual employee, the Company makes no firm advance commitment and indefinite working according to the agreed pattern of work and so there is no expectation of on-going employment.
- 17.3.7 as a small business (employing less than 15 employees), the Company is not obligated to offer a casual conversion employment option to any casual employees covered by this Agreement. However, should the Company not be classified as a small business, casual employees covered by this Agreement, under the National Employment Standards (NES), casual employees have the right to request conversion permanent (full-time or part-time) employment in accordance with the NES;
- 17.3.8 a Casual Employment Information Statement will be provided to casual employees at the commencement of their employment in accordance with the National Employment Standards;

17.4 Apprentices

- 17.4.1 apprenticeship training matters are regulated under the provisions of the Apprenticeship and Traineeship Act, and regulations, vocational training orders and vocational training directions made under the Act, or any Act amending or replacing it.
- 17.4.2 all apprentices must meet the legislative training requirements necessary to obtain a full trade qualification. The Employer will pay the fees for attending the trade school in advance except additional fees due to subject failures.
- 17.4.3 apprentices will be paid the rates pro-rata in Appendix A. They will be paid for all time spent in trade school.
- 17.4.4 all time spent attending college/school shall count as time served for all purposes.
- 17.4.5 apprentices who fail to progress and complete trade school appropriately will have to re-take the subject or re-sit the exam on their own time.
- 17.4.6 apprentices must provide the Employer with their Trade School attendance record confirming start and finishing times signed by the trade school teacher. Further to this they must also provide their Employer with their course results on a half yearly basis. Failure to produce such documentation will result in the loss of pay for the hours unaccounted for.

- 17.4.7 following the successful completion of their apprenticeship, there is no obligation on the part of the Company to continue with the employment of the respective apprentice(s);
- 17.4.8 apprentices will be moved to the next year and level of pay at the successful completion of each year at trade school. Failure to produce records to support the successful completion of each semester / year will delay the progression of pay level until such time the Employer is satisfied the relevant competency has been reached by the Apprentice.

17.4.9 Adult Apprentices

- 17.4.9.1 The Company does not employ adult apprentices eligible to be covered by this Agreement. Notwithstanding previous adult apprenticeship clause, the Company has not at any stage employed any adult apprentices. The Company has no plans nor operational needs to employ any adult apprentices.
- 17.4.9.2 However, should circumstances cause the Company to engage (an) adult apprentice(s) during the term of this Agreement, the provisions of this Agreement will apply to that/those adult apprentice(s) including the wage rates set out in Schedule B – Rates of Pay, of this Agreement.

18 CONTRACTING

- 18.1 Employees will not contract for any work in direct competition with their immediate Employer.
- 18.2 An employee shall not while employed with Belfast Fire Protection Services Pty Ltd contract out his services for self-gain or work for any other employer without the consent in writing of the General Manager
- 18.3 Any employee will not undertake any appointment, position or work that adversely affects Belfast Fire Protection Services Pty Ltd, or hinders the performance of an employee's duties.

19 STRUCTURED VOCATIONAL TRAINING

- 19.1 The parties recognise that the apprenticeship system of structured vocational training that operates within the fire protection Industry has been integral to the efficiency and productivity of that industry. The parties are committed to maintaining the integrity of and improving upon the existing system of structured vocational training. In this regard the parties are committed to:
- 19.1.1 working co-operatively in facilitating the transition from the existing apprenticeship arrangements to the Australian Vocational Training system, which leads directly to an outcome of ASF Level 3 (AVTS level 3) or suitable equivalent level;

- 19.1.2 ensuring that the trade skills required for the Fire Protection Industry will continue to be delivered through system of structured vocational training system based on sequential training through an apprenticeship (or equivalent contracts of training);
- 19.1.3 it is agreed that a training program be developed consistent with the employer's current and future needs and the need to develop vocational skills relevant to other employers and the industry.

20 LICENCE and REGISTRATION

- 20.1 All Employees performing sprinkler fitter work must be licenced and/or registered sprinkler fitters.
- 20.2 The Employer will hold a valid Contractor's Licence.

21 PROBATIONARY PERIOD

- 21.1 New Employees, other than casual Employees, will be employed for a probationary period of three months from the Employees' commencement date.
- 21.2 During this period, either the Employee or the Employer can terminate the employment by giving one week's notice in writing or payment in lieu, except in the case of misconduct where instant dismissal may apply.
- 21.3 The probationary period will count towards the service of an employee who continues working with the Company following the end of their probationary period.

22 DUTIES

- 22.1 Enterprise may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- 22.2 It is understood that during periods of peak load the Company may source fire protection technicians from other fire enterprises for the purpose of supplementing their own labour force.

23 ABSENTEEISM

The parties are committed to jointly examine the incidence of absenteeism with the aim to achieve a reduction in the amount of absenteeism over the period of this agreement. The progress towards this objective shall be monitored with absenteeism recorded and graphed.

24 ABANDONMENT OF EMPLOYMENT

- 24.1 The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and without notification to the Employer will be evidence that the employee has abandoned their employment.
- 24.2 Termination of employment by abandonment in accordance with this clause will be effective unless within 14 days the employee can establish to the satisfaction of the employer that the employee was absent for reasonable cause.
- 24.3 Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work, or the last day's absence where consent was granted by the employer, or the date of the last absence where notification was given to the employer, whichever is the later.
- 24.4 This provision is to be interpreted in accordance with the National Employment Standards.

25 TERMINATION OF EMPLOYMENT

- 25.1 Either the employer or the employee may terminate the employee's employment by giving written notice or equivalent salary paid or forfeited, unless a shorter period is mutually agreed. The notice provisions of this clause will not apply if you are dismissed for serious misconduct where instant dismissal may apply.

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 25.2 The notice period is increase by one week if the employee is over 45 years of age and has completed at least two years of service
- 25.3 On termination of your employment, Employees must return all property of the Employer that is in their possession including but not limited to uniforms, keys, documents, phones, and personal protective equipment to the Employer. The Employer may withhold monies owing to the Employee if they fail to return the Employer's items.
- 25.4 Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given.
- 25.5 If an employee falls to give the requisite notice the Company shall have the right to withhold wages and/or entitlements due to the employee on termination, with a maximum amount equal to the equivalent pay for the period of notice.

26 REDUNDANCY

26.1 Where the Employer decides that a job an employee/s has been doing is no longer required and that decision may lead to termination of employment, the Employer will consult with the affected employee/s as soon as practicable after the Employer has made the decision.

26.2 The employer will;

26.2.1 participate in the ACIRT Redundancy Scheme or other equivalent Redundancy Scheme/Fund as agreed between the employer and employees (Scheme); and

26.2.2 make contributions to the Scheme in accordance with this clause (and Appendix A) for each employee.

26.3 The amount of the contribution by the employer per week per employee will be as follows:

	Building and Construction
1 st June 2024	\$150.00

26.4 For the purpose of meeting its obligations under this clause the employer will make the contributions set out in clause 26.2 above on a monthly basis in respect of each employee covered by this Agreement to the Scheme.

26.5 Contributions paid by the employer under this clause will be paid in accordance with the requirements of the Scheme's trust deed.

26.6 Upon termination the employee will, depending on the Scheme's trust deed, be paid directly by the Scheme.

26.7 The amount of the contribution by the employer per week for each Apprentice employed by the employer after lodgement of this agreement will be as follows:-

Classification	Rate per Week
1 st and 2 nd Year Apprentices	NIL
3 rd and 4 th Year Apprentices	\$20.00

26.8 A redundant employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Agreement) with his/her:

Period of Continuous Service with an Employer	Redundancy/Severance Pay
Less than 1 year	NIL

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

“Week’s” pay means the ordinary time rate of pay at the time of termination for the employee concerned.

- 26.9 The employer's liability for redundancy/severance pay as per clause 26.8 will be set off against the liability of the employer under clause 26.1, and the employee will receive the Fund/Scheme Payment or the Redundancy/Severance Pay Entitlement (as per clause 26.8), whichever is the greater, but not both.
- 26.10 If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee.
- 26.11 The Employer is excluded from the obligation to make severance payments in circumstances where:
- 26.11.1 the Employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- 26.11.2 the particular benefit to the employee is more or equal to the benefit the employee would obtain from the redundancy payment made under this clause. Where the benefit is less than the redundancy payment made under this clause the Employer will pay the difference between the benefit and the redundancy payment under this clause.
- 26.12 Nothing in this Clause will apply where:
- 26.12.1 an employee has less than one year’s continuous service with the Employer;
- 26.12.2 where employment is terminated as a consequence of misconduct on the part of the Employee; or

- 26.12.3 the Employee is engaged for a specific period or task(s); or
- 26.12.4 to casual Employees;
- 26.12.5 where the Employer offers the Employee acceptable alternative employment.

27 REDUNDANCY FUND

- 27.1 The Employer will contribute to a redundancy fund for all Employees except 1st and 2nd year apprentices. For rates please refer to sub-clause 26.7.
- 27.2 If the benefit to an Employee under the severance component under the redundancy fund is **more than or equal to** the severance payment under this agreement, the Employer is excluded from the obligation to make severance payments.
- 27.3 If the benefit under the severance component under the redundancy fund is **less than** the severance payment under the Agreement, **the Employer will pay the difference** between the benefit and the severance payment.

27.4 Retrenchment Selection Criteria

To meet the needs of restructuring principles, the criteria for selection must include all of the following:

- 27.4.1 The special needs of the type of work the employer may tender;
- 27.4.2 Ability, special skills and experience;
- 27.4.3 Self motivation, productivity and ability to work without supervision;
- 27.4.4 Attendance and punctuality;
- 27.4.5 Adherence to procedures;
- 27.4.6 Seniority;
- 27.4.7 Reliability; and
- 27.4.8 Performance and discipline records kept for each Employee.
- 27.4.9 Note that the length of service criteria will be one of the number of factors considered in a redundancy situation and will not be the sole criteria applied for in the case of a redundancy – all factors will be considered (including the above).

PART 4 – Wages, Allowances and Related Matters

28 WAGES

Appendix 1 provides the rates of pay and allowances that apply to all employees covered by this Agreement which will increase according to the respective anniversary dates of this Agreement. Employees will be paid weekly by electronic funds transfer into their nominated bank account. It is the employee's responsibility to provide correct banking details.

29 ALLOWANCES

29.1 Site Allowance

- 29.1.1 all employees will be paid a site allowance (as per Appendix A1.2) for each hour worked;
- 29.1.2 additional site allowances will only be paid if specifically required by a project agreement that complies with the National Code of Practice for the Construction Industry and Guidelines;
- 29.1.3 where a Code compliant agreement, contract or tender sets site rates, allowances or conditions that are greater than those in this agreement, the site provisions will apply. There will be no double-dipping.

29.2 On Call allowance

- 29.2.1 the weekly on-call allowance of (as per Appendix A1.2) is paid for a seven day week, including Annual Leave, Personal/Carer's Leave and Public Holidays.
- 29.2.2 employees who are rostered on call must always be contactable by telephone.
- 29.2.3 the employer will provide a mobile phone. If the mobile network does not cover an employee's residential area, the employer will pay for telephone rental.

29.3 Call Outs

Over a seven day period, employees will be paid:

- all call outs at double time
- three hours minimum for the first three calls
- 1 hour minimum for the fourth and subsequent calls

29.4 Leading hand allowance

Leading hands will be paid a weekly allowance (as per Appendix A1.2)

30 RECORD OF TIME WORKED

- 30.1 Every employee must record the hours worked each day, including start and finish times, and the time spent at each site, using the time sheet provided by the Employer.
- 30.2 Employees are responsible for accurately recording total hours worked per day as well as time spent at each customer's site and are responsible for providing to their Supervisor/Manger their completed weekly time sheet, on the day and time specified by the Employer.

31 PAYMENT OF WAGES

- 31.1 Wages will be paid by electronic funds transfer into the employee's nominated bank account on a weekly basis on any day, Monday to Thursday (unless there is an existing practices to the contrary).
- 31.2 Pay slips will be provided in compliance with the Fair Work Act and the Fair Work Regulations.

32 SUPERANNUATION

- 32.1 The Employer will make the compulsory superannuation contributions on gross pre salary sacrifice OTE as required by the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time, to the employees designated compliant superannuation fund. Employees may elect the Choice of Fund option at any time, but only once in a 12 month period.
- 32.2 The default plan for the Employer is the Cbus Superannuation Plan or such other complying and regulated superannuation fund as succeeds that plan and includes MySuper in accordance with section 23A of the *Fair Work Act 2009* (Cth).
- 32.3 An employee may apply to the Employer to have their ordinary wage reduced by an amount nominated by the employee as a Salary Sacrifice Contribution for the benefit of the employee in accordance with the Employer's Salary Sacrifice Policy as amended from time to time.
- 32.4 The Employer must approve the application for salary sacrifice before the employee's ordinary wage is adjusted for salary sacrifice contributions. The employee will receive their Post Salary Sacrifice Wage for periods of annual leave, long service leave, and other periods of paid leave provided the Salary Sacrifice Contribution is paid.
- 32.5 Unless otherwise agreed by the Employer, an employee may revoke or vary their Salary Sacrifice Agreement twice in each twelve months in accordance with Company policy.
- 32.6 Not less than one month's written notice shall be given by an employee of their revocation or variation of a Salary Sacrifice Agreement.

32.7 The continuation of an employee's Salary Sacrifice Agreement is subject to the Employer's discretion and such agreements cease to apply on the Employer giving one month's written notice.

33 WORK HEALTH AND SAFETY

The parties will establish and maintain a safe and healthy work environment, as regulated by *Work Health and Safety Act 2011* (NSW) legislation and the Company's Work Health and Safety Policy.

34 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 absence provided that:

- 34.1 the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements of this agreement;
- 34.2 the person remains an employee of the employer.

35 PROTECTIVE CLOTHING

35.1 The employer will provide protective clothing and equipment to employees, and employees are expected to wear and use it.

35.2 New permanent employees will be issued with the following items:

- Two (2) Shirts
- One (1) Pair of Boots
- Two (2) Trousers or Coveralls
- One (1) Bluey Jacket or Jersey

Replacement will be on a fair wear and tear basis.

35.3 Clothing will be identified by the employer's name/logo. It is the employee's responsibility to maintain and launder the clothing, except when it has been affected by dangerous substances, such as acid or asbestos.

35.4 There will be no cash in lieu arrangements.

35.5 The employer will keep a record of all protective clothing issued, including the date of issue. Employees will sign for all items issued. These details will be made available on request.

35.6 While not issued as standard to all employees, the employer will provide the following protective equipment (SAA approved) for special use when necessary:

- safety helmets
- wide brimmed hats
- ear/hearing protection;
- gloves;

- skin protective cream/sun screen (30+ rating)
- hand cleaner
- safety glasses (UV rated) and prescription glasses for employees needing prescription glasses (frames to be company approved industrial type)

36 INCLEMENT WEATHER

- 36.1 “Inclement Weather” shall mean the existence of rain or abnormal climatic conditions (whether they be hail, snow, cold, high wind, severe dust storms, extreme high temperature or the like of any combination thereof) such that is either not reasonable or not safe for workers to continue working.
- 36.2 The employer, or his representative, shall, when requested by the employees or their representative, confer (within a reasonable period of time which should not exceed 30 minutes) for the purposes of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference. Provided that if an employer or their representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.
- 36.3 Where there is dry access, useful work within the employee’s classification and transport provided by the employer where required, employees can be transferred to a sheltered area and continue work.
- 36.4 Planning, consultation and agreed training may be undertaken during periods of inclement weather provided that any training undertaken is:
- 36.4.1 relevant, accredited and completed before any return to work;
 - 36.4.2 consistent with the National Competency Standards (Above Trade and the trade and non- trade training systems;
 - 36.4.3 is provided by accredited training providers; and
 - 36.4.4 is not to undermine and/or include apprenticeship training.
- 36.5 An employee shall be entitled to payment by his/her employer for ordinary time lost due to inclement weather for up to thirty two (32) hours in every four (4) week period provided that the number of hours at the credit of any employee shall not exceed thirty two (32) hours. An employee shall not be entitled to payment for inclement weather as provided for in this clause unless he/she remains on the job until the provisions set out in this clause have been observed. Time spent training or on alternative work shall not count as lost time for the purposes of this clause.

PART 5 – Hours of Work and Related Matters

37 HOURS OF WORK

37.1 Average ordinary hours of work are 38 hours per week for a four week work cycle. Employees will work between 6.00 am and 7.00 pm, Monday to Friday. Starting time will be 7.00 am and finish time will be at 3.30 pm. An employee will be given 24 hours' notice of any change in starting time and finishing time.

37.2 Early start

37.2.1 by agreement between the employer and the employees, and in line with sub-clause 37.1, the working day, may begin at 6.00 am or at any other time between that hour and 7.00 am and the working time will then begin to run from that time so fixed;

37.2.1 the daily rest breaks, meal breaks and finishing time must be adjusted accordingly.

38 ROSTERED DAY OFF (RDO)

38.1 The ordinary working hours shall be worked in a 20-day month cycle, Monday to Friday inclusive, of 19 working days with eight hours each. An entitlement to take 1 day off as rostered in each cycle with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle.

38.2 Flexibility with RDOs is a business necessity in the Fire Protection Industry. Employees will not unreasonably refuse to work on an RDO to meet operational requirements. RDOs will be taken to meet the operational requirements of the Company.

38.3 Where the scheduled RDO falls on a public holiday (clause 50) , the next working day will be taken as the RDO unless an alternate day in that 4 week cycle or the next 4 week cycle is agreed to in writing between the Company and the employee.

38.4 Where required by the Company, an employee may be required to work on their scheduled RDO where such work is necessary. In which case in addition to RDOs and all other accrual purposes, the employee will be paid the relevant penalty rates.

38.5 Employees may accrue up to five (5) RDOs by agreement. Discretion shall remain with the Company for accrual of more than 5 days. On RDOs, employees will be paid the same allowances as on the ordinary working day before the RDO. However, the accrual will not apply for any period of unpaid leave.

38.6 Employees may elect to have RDOs paid out at their hourly rate of pay. Untaken RDOs will be paid out at the hourly rate of pay on termination of employment.

39 OVERTIME

39.1 The employer may require employees to work reasonable overtime to meet specific work demands.

39.2 **Overtime will be paid as follows:**

first two hours (Monday to Friday)	Time and one-half hours
after the first two hours	Double time
Saturday	1 st 8 hours at time and one-half
all work outside ordinary hours (i.e. between 7.00 pm and 6.00 am)	Double time
Saturday	Minimum three hours
Sunday (except for On-Call/Call-out work)	Minimum four hours at double time
Public Holidays	Minimum four hours at double time and one-half

39.3 The employer will allocate overtime based on specific work requirements.

39.4 Overtime, if required to be worked Monday to Friday, will commence at the conclusion of ordinary hours on the respective day(s).

39.5 There will be no 'one in, all in' arrangements.

39.6 Where reasonably practicable, each month the employer will share overtime equitably between all employees who are willing to work and qualified within classification & skill levels.

39.7 An employee who is required to work more than one hour overtime without notice the previous working day will be paid an allowance of \$16.00 for each meal.

39.8 Each day's work will stand alone.

39.9 Wherever practicable, employees will have at least 10 hours off duty between successive days' work. If any work is required to be completed without a ten hour break, double time will apply until a ten (10) hour break is taken.

40 SHIFT WORK

40.1 A shift worker means an employee who works ordinary hour during any shift finishing after 6.00 pm and at or before 7.00 am. A shiftworker will be entitled to payment of penalty rates in accordance with this clause (sub-clause 40.6).

40.2 Where applicable, the following shift arrangements will apply.

40.3 For the purposes of this Agreement "rostered shift" means any shift of which the employee concerned has had at least 48 hours' notice;

40.4 Rosters

A shift roster shall specify the start and finish times of ordinary shift work hours.

40.5 Variation of Shift Rosters

The method of working shifts may in any case be varied by agreement between the employer and the employee(s) concerned.

40.6 Shift Allowances

Night Shift

Shift	Allowance
Night shift (meaning any shift finishing after midnight and at or before 6.00am), if: <ul style="list-style-type: none">• works nights only; or• work night shift for more than 4 consecutive weeks; or• work night shift that does not rotate or alternate with another shift or with day work, to provide at least one third of working time off night shift in each cycle.	150%

40.7 Rest period after Shift Work

40.7.1 a shift worker shall have at least 8 consecutive hours off duty between successive days work, shifts and any overtime, without loss of pay;

40.7.2 if the employer directs an employee to resume or continue work without an 8 hour break, the employee shall be paid at double time rates until released from duty and shall then be entitled to 8 hours off duty without loss of pay for any ordinary time or any ordinary shift time.

41 BREAKS

41.1 Meal Break

There will be a daily unpaid meal break of 30 minutes in the first five hours of work. An employee may agree to work more than five hours without a meal break, but no more than six hours at ordinary rates of pay.

41.2 Daily Rest Breaks

There will be allowed, without deduction, a rest period of 10 minutes between 9.00 am and 11.00 am.

42 FARES and TRAVEL

42.1 Travel time will be paid as follows

Weekdays and Saturday	ordinary rates
Sundays and holidays	time and a half
Maximum travelling time paid	2 hours out of each 24 hours (additional travel beyond 2 hours will be paid at ordinary rates)

42.2 Fares allowance

42.2.1 Fares Allowance as per rate in Appendix A1.2 will apply. Employees starting and/or finishing work are entitled to fares allowance as follows:

	Travel time	Fares
Start or finish on the job using own vehicle	Paid	Paid
Start or finish on the job using public transport	Paid	Paid
Start or finish on the job provided with transport	Paid	Not paid
Start and finish at the workshop	Not paid	Not paid
Annual leave	Not paid	Not paid
Public holidays	Not paid	Not paid
Personal leave	Not paid	Not paid

42.2.2 Fares will not be paid to drivers of company vehicles. The current practice of employees starting and finishing at the job face will continue to apply.

42.2.3 All fitters will receive a travel allowance of 2 hours per day for each day worked. Previous minimums and maximums will no longer apply. Previously defined boundaries will no longer apply.

42.2.4 Apprentices shall receive the minimum travel allowance of \$7.40 per day when travelling to and from the airport to attend TAFE training.

43 LIVING AWAY FROM HOME

43.1 When an employee is required to Live Away From Home the employer will find suitable accommodation and pay for accommodation and meals, or pay \$450.00 per week, or pro-rata for part thereof.

43.2 For the purposes of this clause day shall be defined as overnight with out of pocket expenses paid for the following day. The return journey shall be considered part of the normal working day with overtime applicable if travel is beyond normal working day hours already worked. Out of pocket expenses allowance will be paid at \$50.00 per day.

PART 6 – Leave and Public Holidays

44 ANNUAL LEAVE

44.1 Amount of Annual Leave

Annual Leave will be paid in accordance with the *Fair Work Act 2009* as amended which as at the date of this Agreement provided as follows:

44.1.1 an Employee is entitled to accrue annual leave progressively during a year of service according to the employee's ordinary hours of work. This is equivalent to 4 weeks per year.

44.1.2 a continuous shift worker is also entitled to an additional amount of annual leave (i.e., 5 weeks paid annual leave) and to accrue paid annual leave progressively during a year of service according to the employee's ordinary hours of work.

44.2 Shift worker means an employee who:

- is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
- is regularly rostered to work those shifts; and
- regularly works on Sundays and public holidays; or
- an employee of a type that is prescribed by the Regulations to the Fair Work Act.

In addition, to the above points, a 'shift worker' is defined in the same terms as that set out in the *Plumbing and Fire Sprinklers Award 2010* (as varied), and which means an employee who works ordinary hours during any shift finishing after 6.00 pm and at or before 7.00 am. A shiftworker will be entitled to payment of penalty rates in accordance with clause 40 – Shift Work.

44.3 Payment for annual leave

Payment for annual leave will be made in the pay immediately prior to commencement of the leave.

44.4 Leave loading

The Employer will pay an employee an amount calculated on ordinary hour rates for the ordinary hours which would otherwise have been worked during that leave period plus a leave loading of 17.5% in the normal pay cycle immediately prior to commencement of the leave.

44.5 Single days and leave without pay

The employer may approve single days of annual leave, or leave without pay, as requested by employees at the discretion of the employer.

44.6 Notice of taking leave

In line with the employer's operational requirements, and to enable annual leave applications to be processed within two (2) weeks of application, the employee must give the employer at least one (1) month's notice of the proposed leave commencement date.

44.7 Direction to Take Leave

44.7.1. The Employer may direct an Employee to take paid annual leave during all or part of a period where the Employer shuts down the business or part of the business where the Employee works or in the case of a shortage of work. If an Employee does not have sufficient accrued annual leave for the period of the shutdown, then the Employee may be required to take leave without pay.

44.7.2 Notwithstanding the provisions of paragraph 44.7.1 and not contrary to the provisions of the National Employment Standards, in extenuating or extraordinary circumstances such as occasions significantly impacting or having a realistic chance of impacting upon the Company's operations and/or where an employee's health can be a contagion and/or contributing to potentially affecting other employees, the Company may request and/or require employees to take unpaid leave. Such leave can be for a period of upto 1 week but to be reviewed at any time leading up to the end of that week for possible extension. Any unpaid leave will be applied in accordance with the provisions of section 22 – Service – of the Fair Work Act regarding 'service' or 'continuous service'.

44.8 Cashing Out Annual Leave

44.8.1. an Employee may, with the Employer's consent, cash out a portion of accrued annual leave in accordance with the Act provided:

44.8.1.1 the Employee provides the Employer with a written election to forgo the amount of annual leave in accordance with the Employer's Policy; and

44.8.1.2 the rate paid in lieu must be no less than the Employee's ordinary rate of pay; and

44.8.1.3 the Employer agrees to the cashing out.

44.8.2 employees may elect to cash out annual leave entitlements but must retain an entitlement of at least four (4) weeks' annual leave;

44.8.3 employees may not cash out more than two weeks' accrued annual leave in any 12 month period;

44.8.4 the Employer cannot require an Employee to cash out annual leave nor exert undue influence for an Employee to make an election to

cash out annual leave.

44.8.5 the 17.5% annual leave loading applies to the cashing out of annual leave provision.

44.8.6 nothing in this clause is intended to contravene the cashing out of annual leave provisions of the Fair Work Act as amended.

45 PUBLIC HOLIDAYS

45.1 Employees will be entitled to paid public holidays as follows:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- King's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

45.2 Other days may be substituted by agreement in writing between an employee and the employer including part-day public holidays as per the NES.

45.3 Any other day which is declared by or under a law of the relevant State or Territory to be observed generally within the relevant State or Territory or a region of the relevant State or Territory, as a public holiday.

45.4 An employee absent for their employment on a day or part-day that is a public holiday will be paid at the employee's base rate or pay for the employee's ordinary hours of work on the day or part-day. **Note**, if the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to a payment. **For example:** the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday or is a part-time employee whose part-time work hours do not include the day of the week on which the public holiday occurs or is a full time employee whose roster results in a day off which is a public holiday and would not have been worked because the employee was not rostered to work on that day off.

45.6 An employee who works on a public holiday will be paid at double time and a half.

46 PERSONAL/CARER'S LEAVE

46.1 A permanent Employee under this Agreement is entitled to be paid personal/carer's leave in accordance with the provisions of the *Fair Work Act 2009* which as at the date of this Agreement provide as follows:

- 46.1.1 a permanent Employee is entitled to accrue paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work. For a full time Employee this is equivalent to 10 days per year.
 - 46.1.2 a permanent Employee is entitled to accrue personal/carer's leave progressively during the employee's year of service based on the employee's ordinary hours of hour and accumulates from year to year.
 - 46.1.3 employees are also entitled to two days unpaid carer's leave in accordance with the *Fair Work Act 2009*.
 - 46.1.4 this leave accumulates from year to year so that any part of the paid personal leave entitlements not claimed in any year may, subject to the conditions prescribed by this clause, be claimed by the Employee in any subsequent year of employment.
- 46.2 To be entitled to personal leave an Employee must:
- 46.2.1 provide notice to the Employer of the absence as soon as reasonably practicable to do so in accordance with the *Fair Work Act*.
 - 46.2.2 provide the Employer with satisfactory documentary evidence of the basis for the request for leave in accordance with the Act including providing a medical certificate from a registered health practitioner or a statutory declaration made by the employee that the leave was required to provide care or support to a member of the employee's immediate family, or a member of the Employee's household, who requires (or required) care or support because of:
 - 46.2.2.1 a personal illness or injury;
 - 46.2.2.2 an unexpected emergency
- 46.3 This sub-clause does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.

47 COMPASSIONATE LEAVE

- 47.1 Employees are entitled to compassionate leave in accordance with the *Fair Work Act 2009* which at the date of this Agreement provides an Employee with 2 days paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - 47.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 47.1.2 sustains or develops a personal injury that poses a serious threat to his or her life; or dies
- 47.2 An Employee who is entitled to a period of compassionate leave for a particular

occasion may take the leave as:

47.2.1 a single, unbroken period of 2 days; or

47.2.2 separate period of 1 day each; or

47.2.3 any separate periods to which the Employee and the Employer agree.

47.3 The Employee is only entitled to compassionate leave if evidence is provided that the Employer reasonably requires of the illness, injury or death.

48 FAMILY and DOMESTIC VIOLENCE LEAVE

Family and Domestic Violence leave in accordance with the National Employment Standards will be available to all employees covered by this Enterprise Agreement.

49 COMMUNITY SERVICE LEAVE

49.1 Community service leave is to be provided in accordance with the NES.

49.2 Payment for jury service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. Payment is only required for the first 10 days of absence as per the National Employment Standards.

49.3 Proof of and notification of jury service

49.3.1 An employee must notify the employer as soon as possible of the jury service date(s) upon which they are required to attend for jury service; and

49.3.2 give the employer proof of attendance, in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

50 PARENTAL LEAVE and RELATED ENTITLEMENTS

Parental leave and related entitlements as provided by the NES are provided for under this Enterprise Agreement providing the employee meets the conditions set out in the NES.

51 LONG SERVICE LEAVE

51.1 Entitlement to long service leave is determined by the applicable Long Service Leave legislation.

51.2 The Employee may not take long service leave unless the leave is approved by the Employer prior to taking the leave.

- 51.3 The Employee must give the Employer a minimum of three months' notice of the proposed leave commencement date. The notice period may be reduced at the Employer's discretion to cater for emergency situations.

APPENDIX 1 – WAGE RATES and ALLOWANCES

A1.1 WAGES SCHEDULE

CLASSIFICATION	Increase, Date of Increase and Amount				
	Current	Date of FWC Approval - 2024	1.06.2025	1.06.2026	1.06.2027
Sprinkler Fitter – 1 st Class	\$43.33	\$45.06	\$46.86	\$48.74	\$50.68
Registered Sprinkler Fitter	\$45.36	\$47.17	\$49.06	\$51.02	\$53.06
Plumber	\$43.33	\$45.06	\$46.86	\$48.74	\$50.68
4 th Year Apprentice	\$37.77	\$39.28	\$40.85	\$42.48	\$44.18
3 rd Year Apprentice	\$31.18	\$32.42	\$33.72	\$35.07	\$36.47
2 nd Year Apprentice	\$20.65	\$21.47	\$22.33	\$23.22	\$24.15
1 st Year Apprentice	\$18.30	\$19.03	\$19.79	\$20.58	\$21.40

NB: The Rates above include Industry & Tool Allowance and Industry Disability Allowance and Space, Height & Dirt Money

Sprinkler Fitters assistance: 70% of the Tradesperson’s base rate. plus allowances

A1.2 ALLOWANCES

ALLOWANCE	Frequency payment (per)	Increase, Date of Increase and Amount				
		Current	Date of FWC Approval - 2024	1.06.2025	1.06.2026	1.06.2027
Minimum Travel	2 hrs pd	Per week				
Sprinkler Fitter – 1 st Class	\$78.60	\$393	\$84.00	\$84.00	\$84.00	\$84.00
Registered Sprinkler Fitter	\$82.40	\$412	\$88.00	\$88.00	\$88.00	\$88.00
Plumber	\$78.60	\$393	\$84.00	\$84.00	\$84.00	\$84.00
4 th Year Apprentice	\$68.40	\$342	\$73.00	\$73.00	\$73.00	\$73.00
3 rd Year Apprentice	\$56.60	\$283	\$60.00	\$60.00	\$60.00	\$60.00
2 nd Year Apprentice	\$37.60	\$188	\$40.00	\$40.00	\$40.00	\$40.00
1 st Year Apprentice	\$33.40	\$167	\$36.00	\$36.00	\$36.00	\$36.00
Fares	16	18	18	18	18	18
Site Allowance	Hour	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80
LAHA – Provided or Paid	Week	\$480.00	\$490.00	\$500.00	\$510.00	\$520.00
LAHA – Out of Pocket	Per day	\$50.00	\$60.00	\$60.00	\$60.00	\$60.00
On-Call	Week	\$60.00	\$80.00	\$80.00	\$80.00	\$80.00
Redundancy – (Tradesman?)	Week	\$130.00	\$150.00	\$150.00	\$150.00	\$150.00
Redundancy – 4 th Yr Apprent	Week	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00
Redundancy – 3 rd Yr Apprent	Week	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00
Leading Hand (0-5)	Week	\$100.00	\$150.00	\$150.00	\$150.00	\$150.00
Meal Allowance	Per Occ.	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Welding - Oxyacetylene	Hour	\$0.70	\$0.70	\$0.70	\$0.70	\$0.70

APPENDIX 2 DEFINITIONS

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.

Registered Fitter is a First Class Sprinkler Fitter who has a valid licence or certificate of registration as a Water Plumber – Fire Protection Systems with the NSW Office of Fair Trading.

Plumber is an employee who holds a trade certificate or its equivalent in the Services Stream (Plumbing and mechanical services) and who is able to exercise the skill and knowledge of that trade.

Service fitter means an employee engaged in service work

Construction fitter means an employee engaged in construction work

Service work means the repair, overhaul and/or alteration of operative fire protection systems involving the daily reinstatement of such systems to normal operating level.

Construction work means erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures.

SIGNATURES

This Agreement has been executed by the following persons who are authorised to do so for:

Signed by employee representative:	Signed for the employer:
Signature:	Signature:
Full Name:	Full Name:
Address of Signatory:	Address of Signatory:
Position:	Position:
	Company:
Date:	Date: