

SUBMISSIONS – PROPOSED AWARD CHANGES

Part A - Introduction / Background

1. In accordance with the directions issued by the Fair Work Commission (**Commission**) on 1 September 2016:-

- the Master Plumbers ACT;
- the Master Plumbers and Mechanical Services Association of Australia;
- the Master Plumbers Association of Queensland;
- the Master Plumbers of South Australia; and
- the Master Plumbers Tasmania

(collectively referred to as the **Master Plumbers Group**)

hereby submit the following submissions with respect to the substantive changes proposed by the Master Plumbers Group for the *Plumbing and Fire Sprinklers Award 2010 (PFS Award 2010)* arising from the 4 Year Review of Modern Awards.

2. On 2 March 2015, the Master Plumbers Group filed with the Commission correspondence that advised what changes the Master Plumbers Group sought to the PFS Award 2010. The Master Plumbers Group proposed to change the PFS Award 2010 in six (6) ways, those being (in PFS Award 2010 numerical clause order):-

- 2.1 the amendment of apprentice conditions in Clause 15.11 – Training fees and textbooks, including:-
- 2.1.1 definitions of “prescribed fees” and “prescribed text books”;
 - 2.1.2 exclude electronic devices from the definition of “prescribed fees” and “prescribed text books”;
 - 2.1.3 common issue clause in relation to apprentice excess travel costs for attendance at block release;
 - 2.1.4 Clause 15.11(a) – interpretation of “unsatisfactory progress” and inclusion of a definition;
- 2.2 the deletion of Clause 18 – Industry Specific Redundancy Scheme or alternatively vary the clause to expressly exclude employees receiving redundancy pay in circumstances where they resign;

- 2.3** the amendment of Clause 18.6 - Transfer of Business:-
- 2.3.1** support AFEI re constraint of operation Section 91 of the *Fair Work Act 2009 (FW Act)* as it relates to recognition of service in transfers of business between non – related entities.
- 2.4** to insert in Clause 20 – Minimum Wages, provisions that provide for the payment of Junior Rates to persons employed in the Plumbing and Mechanical Services Worker / Sprinkler Fitting Worker Level 1(a), 1(b), 1(c) and 1(d) classifications;
- 2.5** to amend Clause 32 – Penalty rates, to simplify the obligations payable under that particular clause; and
- 2.6** to insert in Clause 33 - Overtime a provision that confirms that “Each days’ overtime stands alone”.
- 3.** The following submissions deal with each of the above mentioned proposed changes separately.
- 4.** The changes proposed by the Master Plumbers Group are not conditional upon the previous change, or the next change, or a later change. Each of the changes proposed can be made without any other of the other changes proposed by the Master Plumbers Group being made by the Commission.
- 5.** Whilst it is the Master Plumbers Group preference that each of the clauses be changed in the manner proposed by the Master Plumbers Group, it is understood that not all of the changes proposed may find favour with the Commission and as a consequence be changed. This is an acceptable outcome to the Master Plumbers Group.
- 6.** The Master Plumbers Group has in the following submissions dealt with each of the proposed changes separately.
- 7.** The submissions have been structured so that they follow the numerical clause order of the PFS Award 2010.

Part B - Clause 15.11 – Training fees and textbooks

- 8.** The Master Plumbers Group had supported and endorsed the submissions of The Master Plumbers & Mechanical Contractors Association of New South Wales (**MPANSW**) with respect to their proposals to vary Clause 15.11 of PFS Award 2010 (Clause 13.13 of the Exposure Draft of the *Plumbing and Fire Sprinklers Award 2016 (PFS Award 2016)*) with respect to the various issues raised in their submissions dated 2 March 2015.

9. It is the view of the Master Plumbers Group that the issues raised by MPANSW have now been settled and determined by the Commission. As a consequence, the Master Plumbers Group makes no further submissions on this matter.
10. If, the MPANSW pursue their application, the Master Plumbers Group neither supports, nor opposes, the changes being proposed by the MPANSW.

Part C - Clause 18 – Industry Specific Redundancy Scheme

11. The Master Plumbers Group are seeking to vary Clause 18 – Industry Specific Redundancy Scheme of PFS Award 2010 (Clause 33 – Industry Specific Redundancy Scheme of PFS Award 2016).
12. In reviewing Clause 18 – Industry Specific Redundancy Scheme of PFS Award 2010 (Clause 33 – Industry Specific Redundancy Scheme of PFS Award 2016), it is the Master Plumbers Group view that there are four (4) possible options:-
 - the first of those four (4) options would be to delete Clause 18 – Industry Specific Redundancy Scheme of PFS Award 2010 (Clause 33 – Industry Specific Redundancy Scheme of PFS Award 2016) and rely on the redundancy provisions provided in the National Employment Standards (**NES**); and
 - the second of those four (4) options would be to limit the application / operation of Clause 18 – Industry Specific Redundancy Scheme of PFS Award 2010 (Clause 33 – Industry Specific Redundancy Scheme of PFS Award 2016) to a plumbing and mechanical services employee employed on a daily hire basis, a sprinkler fitter and / or a sprinkler fitter’s assistant, whilst a plumbing and mechanical services employee employed on a weekly hire basis would be reliant on the redundancy provisions provided in the National Employment Standards (**NES**); and
 - the third of the four (4) options would be to alter definition of “redundancy” and “redundant” to ensure that an employee who resigns their employment is not entitled to the payment of *redundancy pay*; and
 - the fourth of the four (4) options would be to not do anything. However, for the following reasons, the Master Plumbers Group does not believe that this is a viable alternative, or option.

13. The **second of the four (4) options**, that is to limit the application / operation of Clause 18 – Industry Specific Redundancy Scheme of PFS Award 2010 (Clause 33 – Industry Specific Redundancy Scheme of PFS Award 2016) to a plumbing and mechanical services employee employed on a daily hire basis, a sprinkler fitter and / or a sprinkler fitter’s assistant, whilst a plumbing and mechanical services employee employed on a weekly hire basis would be reliant on the redundancy provisions provided in the NES, is the preferred outcome of the Master Plumbers Group.
14. More importantly, the second of the four (4) options reflects the circumstances that existed prior to the making of the PFS Award 2010.

Daily hire / casual employment vs weekly hire employment

15. Prior to the making of the PFS Award 2010, the following awards / NAPSA’s existed:-
- *Gasfitters (Queensland) Award 2000 (AP782198)*; and the
 - *Plumbing Industry (Australian Capital Territory) Award 1999 (AP792330CRA)*, and the
 - *Plumbing Industry (New South Wales) Award 1999 (AP793368)*, and the
 - *Plumbing Industry (Qld and WA) Award 1999 (AP792354)*, and the
 - *Plumbing Industry (Victorian Government Departments and Instrumentalities and Public Hospitals) Award 2000 (AP792370)*, and the
 - *Plumbing Industry (Mixed Industry) Award 2000 (AP792574)*, and the
 - *Plumbing Trades (Southern States) Construction Award 1999 (AP792355CRV)*; and the
 - *Plumbers & Gasfitters (SA) Award ([AN150110] a South Australian NAPSA)*, and the
 - *Plumbers and Gasfitters (State) Consolidated Award ([AN120684] a New South Wales NAPSA)*, and the
 - *Plumbers Award ([AN170078] a Tasmanian NAPSA)*, and the
 - *The Sprinkler Pipe Fitters Award 1998 (AP796030CRV)*.
16. A detailed analysis of the types of employment (howsoever titled) and redundancy provisions is attached at Attachment 1 for:-
- the *Gasfitters (Queensland) Award 2000*
 - *Plumbing Industry (Australian Capital Territory) Award 1999 (AP792330CRA)*, and the
 - *Plumbing Industry (New South Wales) Award 1999 (AP793368)*, and the
 - *Plumbing Industry (Qld and WA) Award 1999 (AP792354)*, and the
 - *Plumbing Industry (Victorian Government Departments and Instrumentalities and Public Hospitals) Award 2000 (AP792370)*, and the
 - *Plumbing Industry (Mixed Industry) Award 2000 (AP792574)*, and the
 - *Plumbing Trades (Southern States) Construction Award 1999 (AP792355CRV)*; and the
 - *Plumbers & Gasfitters (SA) Award ([AN150110] a South Australian NAPSA)*, and the

- *Plumbers and Gasfitters (State) Consolidated Award* ([AN120684] a New South Wales NAPSA), and the
- *Plumbers Award* ([AN170078] a Tasmanian NAPSA), and the
- *The Sprinkler Pipe Fitters Award 1998* (AP796030CRV).

17. The following table is a summary of the provisions contained in Attachment 1 – Pre PFS Award 2010 Awards – Award Analysis.

Award	Types of employment	Redundancy provisions
<i>Gasfitters (Queensland) Award 2000</i>	<p>The award defines “casual worker”.</p> <p>However, the award does not provide any detail on full time or part time employment.</p>	<p>Redundancy is defined in the award as meaning “when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.”</p> <p>Severance pay is based on years of service:-</p> <ul style="list-style-type: none"> • less than one year – nil; • more than one year but less than two years – 4 weeks’ pay; • more than two years pay but less than three years – 6 weeks’ pay; • more than three years but less than four years – 7 weeks’; • more than four years – 8 weeks’
<i>Plumbing Industry (Australian Capital Territory) Award 1999</i>	<p>The award provides for either full time or casual employment.</p> <p>A full time employee is employed on a weekly basis.</p>	<p>The award provides that “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.”</p>

Award	Types of employment	Redundancy provisions
<p><i>Plumbing Industry (Australian Capital Territory) Award 1999 (Cont)</i></p>		<p>Severance pay is based on years of service:-</p> <ul style="list-style-type: none"> • 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 4 year, 0.73 hours pay per completed week of service up to a maximum of 8 weeks’ pay; • 4 years or more - 8 weeks’ pay.
<p><i>Plumbing Industry (New South Wales) Award 1999</i></p>	<p>The award provides for either “full time employees on daily hire, or as casual hands”.</p>	<p>The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i>.</p>
<p><i>Plumbing Industry (Qld and WA) Award 1999</i></p>	<p>The type of employment provision is the same as that provided in the <i>Plumbing Industry (New South Wales) Award 1999</i>.</p>	<p>The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i>.</p>
<p><i>Plumbing Industry (Victorian Government Departments and Instrumentalities and Public Hospitals) Award 2000</i></p>	<p>The award provides that employees will be employed on a full time basis on weekly hire.</p>	<p>The award does not provide for redundancy payments.</p>

Award	Types of employment	Redundancy provisions
<i>Plumbing Industry (Mixed Industry) Award 2000</i>	The award does not provide, or specify, any types of employment.	The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i> .
<i>Plumbing Trades (Southern States) Construction Award 1999</i>	The type of employment provision is the same as that provided in the <i>Plumbing Industry (New South Wales) Award 1999</i> .	The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i> .
<i>Plumbers & Gasfitters (SA)</i>	The type of employment provision is the same as that provided in the <i>Plumbing Industry (New South Wales) Award 1999</i> .	The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i> .
<i>Plumbers and Gasfitters (State) Consolidated Award</i>	The type of employment provision is the same as that provided in the <i>Plumbing Industry (New South Wales) Award 1999</i> .	The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i> .

Award	Types of employment	Redundancy provisions
<p><i>Plumbers Award (Tas)</i></p>	<p>The award defines a casual employee.</p> <p>However, the award does not provide any mechanism, or reference, to how an employee can be employed in a manner other than as a casual employee. The award does reference various pay scales for a weekly hire employee.</p>	<p>The definition of redundancy is the same as that provided in the <i>Gasfitters (Queensland) Award 2000</i>.</p> <p>For an employer who is not small employer, severance pay is based on years of service:-</p> <ul style="list-style-type: none"> • 1 year or less– nil; • 1 year and less than 2 years – 4 weeks’ pay; • 2 years and less than 3 years – 6 weeks’ pay; • 3 years and less than 4 years – 7 weeks’ pay; • 4 years and less than 5 years – 8 weeks’ pay; • 5 years and less than 6 years – 10 weeks’ pay; • 6 years and less than 7 years – 11 weeks’ pay; • 7 years and less than 8 years – 13 weeks’ pay; • 8 years and less than 9 years – 14 weeks’ pay; • 9 years and less than 10 years – 16 weeks’ pay; and • 10 years and over – 12 weeks’ pay.

Award	Types of employment	Redundancy provisions
<i>Plumbers Award (Tas)(Cont)</i>		<p>For an employer who is a small employer, severance pay is based on years of service:-</p> <ul style="list-style-type: none"> • 1 year or less– nil; • 1 year and less than 2 years – 4 weeks’ pay; • 2 years and less than 3 years – 6 weeks’ pay; • 3 years and less than 4 years – 7 weeks’ pay; • 4 years (should read ‘and over’, but reads “and less than 5 years”) – 8 weeks’ pay;
<i>The Sprinkler Pipe Fitters Award 1998</i>	<p>The award provides for either full time or casual employment.</p> <p>A full time employee is employed on a weekly basis.</p>	<p>The severance pay provision is the same as that provided in the <i>Plumbing Industry (Australian Capital Territory) Award 1999</i>.</p>

18. The table demonstrates that an employee employed subject to the:-

- *Plumbing Industry (New South Wales) Award 1999,*
- *Plumbing Industry (Qld and WA) Award 1999,*
- *Plumbing Trades (Southern States) Construction Award 1999,*
- *Plumbers & Gasfitters (SA) Award and the*
- *Plumbers and Gasfitters (State) Consolidated Award*

could only be employed as either a daily hire employee, or as a casual employee. There was no full time weekly hire or part time weekly hire employment provided under any of the abovementioned awards.

19. In the alternative, the table demonstrates that an employee employed subject to the:-

- *Gasfitters (Queensland) Award 2000,*
- *Plumbing Industry (Australian Capital Territory) Award 1999,*
- *Plumbing Industry (Victorian Government Departments and Instrumentalities and Public Hospitals) Award 2000,*
- *Plumbers Award and*
- *The Sprinkler Pipe Fitters Award 1998.*

could be employed on a weekly hire basis.

20. However, whilst the awards referenced above provide for weekly hire employment, rather than daily hire employment; a couple of those awards still provided the industry specific redundancy scheme provisions. Those awards were the

- *Plumbing Industry (Australian Capital Territory) Award 1999 and*
- *The Sprinkler Pipe Fitters Award 1998.*

21. Therefore, the only awards that had non industry specific redundancy scheme type redundancy provisions were the:-

- *Gasfitters (Queensland) Award 2000 and the*
- *Plumbers Award (Tas).*

22. It is the Master Plumbers Group view that, prior to the making of the PFS Award 2010, the vast majority of plumbing employees were employed subject to an award that only allowed for their employment to be on either a daily hire and / or casual basis and included an industry specific redundancy scheme. For the vast majority of plumbing employers the option of employing their employees on a weekly hire basis became a reality on 1 January 2010. Prior to that time, the vast majority of plumbing employers were limited to either daily hire employment or casual employment.

Short history of the industry specific redundancy scheme

- 23** The history of the industry specific redundancy scheme dates back to the middle to late 1980's.
- 24** The history of the industry specific redundancy scheme shows a close correlation between various building and construction awards; in particular the *building industry awards* and the *plumbing industry awards*.
- 25** The history of the industry specific redundancy scheme is littered with applications, counter applications, appeals, etc.
- 26** The Master Plumbers Group does not intend to traverse the entirety of the industry specific redundancy scheme history, but intend to review and consider particular decisions of the Australian Industrial Relations Commission (**AIRC**) – in particular the reasons why the AIRC determined to grant the applications and insert into the awards an industry specific redundancy scheme.
- 27** On 22 March 1989, a Full Bench of the AIRC (comprising Justice Maddern President, Deputy President Keogh, Deputy President Riordan, Commissioner Leary and Commissioner Smith) in Dec 183/89 (Print H7465) determined to vary a number of building and construction awards; including the:-
- *Plumbing Industry (NSW) Award 1983;*
 - *Plumbing Trades (Southern States) Construction Agreement 1979;* and the
 - *Plumbing Industry (Qld and WA) Award 1979*

to provide for “redundancy benefits upon termination of employment”.

- 28** In that decision, the full bench found:-

“In respect of these two areas, the applicants seek, firstly, alteration to the period of notice to reflect, it is submitted, the special characteristics of the building and construction industry and secondly, the elimination of the restriction on the size of the enterprise before the employer is bound by the terms of the clause.”

“the Full bench in the (Termination Change Redundancy [**TCR**]) Case made its decision against the background of the manufacturing industry and not against the particular circumstances which apply in the building and construction sector.”

“the itinerant nature of employment in the building and construction industry alters the way in which the Commission should view the concept of severance pay.”

“the principal argument put by Mr Rothman was the unique pattern of employment in the building and construction industry. Although there is some substance to the argument, it does not have universal application and there are many areas which have stable long – term workforces.”

“Nevertheless, the extent of interface between diverse forms of contracts of employment create the need for appropriate provisions to be applied.”

“because of the nature of this industry and the mixture of types of employers with the range of employment practices, together with their impact on other sectors, we are not prepared to order two standards to operate essentially side by side. Such an approach, in our view, would be naïve and conducive to industrial disputes.”

“Accordingly, we will only provide one general standard of benefits, namely that determined by the Full bench in the TCR case. This, of course, will have appropriate modifications made to suit the employment terms and conditions applying in this industry.”

“given the special characteristics of employment in this industry, the scheme to be provided in the various awards will not provide an exemption for employers who engage fifteen or fewer employees.”

29 Following the Commission decision various organisations / groups successfully sought and were granted orders in the High Court (No S75 of 1989) prohibiting the ... (AIRC) ... from issuing orders to give legal effect to their decisions. The High Court orders were subsequently lifted.

30 On 19 October 1989, Commissioner Grimshaw of the AIRC in Dec 790/89 (Print H9967) determined to vary a number of vary a number of building and construction awards; including the:-

- *Plumbing Industry (NSW) Award 1983;*
- *Plumbing Trades (Southern States) Construction Agreement 1979;* and the
- *Plumbing Industry (Qld and WA) Award 1979*

to provide for “redundancy benefits upon termination of employment”.

31 In that decision the Commissioner found that:-

“On 22 March 1989 another Full Bench of the Commission issued a decision in respect to termination, change and redundancy varying a number of awards operating in the building and construction industry, however a number of employer groups successfully sought and were granted orders in the High Court (No. S75 of 1989) prohibiting the bench from issuing orders to give legal effect to their decision.”

“in doing so give proper recognition to uniqueness of employment concepts currently applying in the industry.”

“the Full Bench decision the bench gave recognition to the special concept of employment and made special provisions for the accrual of redundancy benefits.”

32 On 3 February 1992, Commissioner Palmer in Dec 084/92 (K1655) in a decision seeking the variation of the *National Building and Construction Industry Award 1990* found that:-

“The existing provisions are tailored for the industry where a high percentage of people leave jobs (to mutual convenience) as they are winding down and where employees lose four to five weeks on average between each project.”

33 In essence it is the submissions of the Master Plumbers Group that the Commission maintain the industry specific redundancy scheme for those employees who had that *benefit* prior to the introduction of the PFS Award (i.e. to a plumbing and mechanical services employee employed on a daily hire basis, a sprinkler fitter and / or a sprinkler fitter’s assistant), but that a different standard (the NES) be applied to employees who are / have been (after 1 January 2010, been employed on a full time weekly basis). This circumstance and / or outcome, continues to appropriately recognise the unique and special circumstances that apply to daily hire employment, which were considered and accepted by the various members of the AIRC in establishing the industry specific redundancy scheme in the first place. But it also recognises that employees on a weekly hire basis are no different to employees covered by all of the other awards that exist under the Commission.

34 The Master Plumbers Group acknowledge and accept that this would then create a circumstance where there are in effect two (2) different redundancy benefits that apply under the PFS Award 2016. It is the view of the Master Plumbers Group that there already exists a variety of different terms and conditions under the PFS Award 2010 and PFS Award 2016. For example:-

- Clause 11 – Daily hire employment (plumbing and mechanical services classifications only) of PFS Award 2010 is limited in its application and operation to those employees employed in a plumbing and mechanical services classification only; it cannot, by its own exclusion, be extended, or applied to a sprinkler fitter;
- Clause 17 – Termination of employment of PFS Award 2010 is limited in operation to persons employed other than on a daily hire basis;
- Clause 20.3 – Wages – adult apprentices has two (2) differing provisions; one that applies to a sprinkler fitter the other to an employee employed in a plumbing and mechanical classification;

- Clauses 21 – Allowances has a variety of differing provisions; some that apply on an all – purpose basis, whilst others that apply only upon action / performance by the employee;
- Clause 31 – Service work, on call and call back only applies to sprinkler fitter employees;
- Clause 33.3 – Call – back has differing standards (for minimum engagement) that apply to a plumbing and mechanical services employee or a sprinkler fitter.

In addition, Division 11 – Notice of termination and redundancy pay expresses limitations as to whether sections or parts of that division apply to an employee employed as daily hire employee in the building and construction industry.

On this basis, it is clear that there already exists different terms and conditions under the PFS Award 2010.

The creation of a different redundancy pay regime for daily hire employees, etc, as compared to weekly hire employees would not create an unworkable situation.

35 The Master Plumbers Group commends the variation to the Commission.

Part F - Clause 18.6 - Transfer of Business

36 The Master Plumbers Group had supported and endorsed the submissions of the Australian Federation of Employers & Industries and MPANSW with respect to their proposals to vary Clause 18.6 of PFS Award 2010.

37 The PFS Award 2010, was varied on 12 January 2016, to reflect the outcome of the various Alleged NES Inconsistency Decisions raised by the Fair Work Ombudsman.

38 As this matter has now been settled by the Commission and PFS Award 2010, has been varied by the Commission to reflect the outcome of the Alleged NES Inconsistencies Decisions, the Master Plumbers Group makes no further submissions on this matter.

Part B - Clause 20 – Minimum Wages

39 On 26 August 2016, the Master Plumbers Group wrote to the Commission to advise that “the Master Plumbers Group no longer intend to pursue the claim for the insertion of junior rates into the” PFS Award.

- 40 The correspondence was uploaded to the Commission Website on 29 August 2016.
- 41 As this matter is no longer to be pursued, the Master Plumbers Group makes no submissions on this matter.

Part C - Clause 32 – Penalty rates

- 42 The Master Plumbers Group seeks the variation of Clause 32 – Penalty rates of the PFS Award 2010 (Clause 22 of PFS Award 2016).
- 43 The Master Plumbers Group should say at the start that there is no intention to:-
- vary the entitlements or provisions provided in Clause 32 of PFS Award 2010 (Clause 22 of PFS Award 2016); and / or
 - remove any entitlements or provisions provided in Clause 32 of PFS Award 2010 (Clause 22 of PFS Award 2016); and / or
 - alter the overall intent and purpose of Clause 32 of PFS Award 2010 (Clause 22 of PFS Award 2016); and / or
 - extend the operation of the ordinary hours of work provided in Clause 29 of PFS Award 2010 (Clause 15 of PFS Award 2016).
- 44 The Master Plumbers Group sole intention is to make the clause (hopefully) more user friendly. It is submitted that the clause as proposed by the Master Plumbers Group achieves that goal and purpose.
- 45 Clause 32 – Penalty rates of the PFS Award 2010 (Clause 22 of PFS Award 2016) as presently drafted provides:-

“32. Penalty rates

32.1 Weekend work

- (a) All employees who are directed by the employer to work ordinary hours between midnight on a Friday and midnight on a Saturday will receive:
- (i) ~~plumbing and mechanical services in Victoria – a 50% loading calculated on their minimum hourly rate of pay for the first ordinary hour worked provided that this clause will cease to operate on 31 December 2014; or~~

- ~~(ii) all other employees~~ - a 50% loading calculated on their minimum hourly rate of pay for the first two ordinary hours worked; and
 - (iii) a 100% loading calculated on their minimum hourly rate of pay for the remaining ordinary hours worked thereafter.
 - (b) All employees who are directed by the employer to work ordinary hours between midnight on a Saturday and midnight on a Sunday will receive a 100% loading calculated on their minimum hourly rate of pay for such ordinary hours worked.
 - (c) All employees who are required to work overtime on a weekend will be paid in accordance with clause 33.
 - (d) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 30.1 and a daily rest break in accordance with clause 30.3.

32.2 Shiftwork

- (a) Where an employee is:
 - (i) given no less than 48 hours' notice prior to the commencement of shiftwork by the employer: and
 - (ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for five or more consecutive shifts: the employee will receive a loading of 33% calculated on their ordinary hourly rate of pay for such ordinary hours worked.
- (b) Where an employee is:
 - (i) given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or
 - (ii) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts; the employee will receive a loading of 50% for the first two hours and 100% thereafter calculated on their minimum hourly rate of pay for such ordinary hours worked.
- (c) Where an employee, after having worked a shift, finishes at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance to their home or pay the employee their current wage for the time reasonably spent occupied in reaching their home.

- (d) An employee directed to work ordinary hours in accordance with this clause will be allowed:
 - (i) an unpaid meal break of not less than 30 minutes, to be taken no more than five hours after the commencement of the employee’s shift; and
 - (ii) a paid rest break of not more than 10 minutes, to be taken no more than two hours after the commencement of the employee’s shift.

32.3 Public holidays

- (a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 37—Public holidays, will receive a 150% loading calculated on their minimum hourly rate of pay, for such ordinary hours worked.
- (b) A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.
- (c) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause 30.1 and a daily rest break in accordance with clause 30.3.

32.4 Loadings

- (a) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).
- (b) Loadings will not apply where overtime is payable.

46 The Master Plumbers Group seeks to delete the abovementioned clause and insert the following in lieu thereof:-

“32. Penalty rates

32.1 Shiftwork

Between Midnight on Sunday and Midnight on Friday

- (a) Where an employee is directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday, and such employee is:
 - (i) given no less than 48 hours’ notice prior to the commencement of shiftwork by the employer; and
 - (ii) such work is for five or more consecutive shifts;

the employee will receive a loading of 33% calculated on their ordinary hourly rate of pay for such ordinary hours worked,

or,

where such employee is:

- (iii) given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or
- (iv) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts;

the employee will receive a loading of 50% for the first two hours and 100% thereafter calculated on their minimum hourly rate of pay for such ordinary hours worked.

Between midnight on a Friday and midnight on a Saturday

- (b) Where an employee is directed by the employer to work ordinary hours between midnight on a Friday and midnight on a Saturday, such employee will receive:
 - (i) a 50% loading calculated on their minimum hourly rate of pay for the first two ordinary hours worked; and
 - (ii) a 100% loading calculated on their minimum hourly rate of pay for the remaining ordinary hours worked thereafter.

Between midnight on a Saturday and midnight on a Sunday

- (c) Where an employee is directed by the employer to work ordinary hours between midnight on a Saturday and midnight on a Sunday, such employee will receive a 100% loading calculated on their minimum hourly rate of pay for such ordinary hours worked.

Public holidays

- (d)(i) Where an employee is directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 37—Public holidays, such employee will receive a 150% loading calculated on their minimum hourly rate of pay, for such ordinary hours worked.
- (d)(ii) A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.

32.2 Travel

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

32.3 Loadings

- (a) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).
- (b) Loadings will not apply where overtime is payable.

32.4 Breaks

- (a) An employee directed to work ordinary hours in accordance with clause 32.1 – Shiftwork will be allowed a meal break in accordance with clause 30.1 – Meal Breaks and a daily rest break in accordance with clause 30.3 – Daily Rest Breaks.

32.5 Overtime

- (a) An employee directed to work overtime after having worked / or before working ordinary hours in accordance with clause 32.1 – Shiftwork, will be paid in accordance with clause 33 - Overtime.”

47 The following table compares the existing clause and the proposed clause:-

Proposed Shiftwork Clause	Existing Shiftwork Clause
Between Midnight on Sunday and Midnight on Friday	
(a) Where an employee is directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday, and such employee is:	(a) Where an employee is:
(ii) given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and	(i) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for five or more consecutive shifts:
(ii) such work is for five or more consecutive shifts;	(ii) given no less than 48 hours' notice prior to the commencement of shiftwork by the employer; and
	(i) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for five or more consecutive shifts:

Proposed Shiftwork Clause	Existing Shiftwork Clause
the employee will receive a loading of 33% calculated on their ordinary hourly rate of pay for such ordinary hours worked,	the employee will receive a loading of 33% calculated on their ordinary hourly rate of pay for such ordinary hours worked.
or,	
where such employee is:	(a) Where an employee is:
(iii) given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or	(i) given less than 48 hours' notice prior to the commencement of shiftwork by the employer; or
(iv) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts;	(i) directed by the employer to work ordinary hours between midnight on Sunday and midnight on Friday for less than five consecutive shifts;
the employee will receive a loading of 50% for the first two hours and 100% thereafter calculated on their minimum hourly rate of pay for such ordinary hours worked.	the employee will receive a loading of 50% for the first two hours and 100% thereafter calculated on their minimum hourly rate of pay for such ordinary hours worked.
Between midnight on a Friday and midnight on a Saturday	1.2 Weekend work
(c) Where an employee is directed by the employer to work ordinary hours between midnight on a Friday and midnight on a Saturday, such employee will receive:	(a) All employees who are directed by the employer to work ordinary hours between midnight on a Friday and midnight on a Saturday will receive:
(i) a 50% loading calculated on their minimum hourly rate of pay for the first two ordinary hours worked; and	(b) a 50% loading calculated on their minimum hourly rate of pay for the first two ordinary hours worked; and
(ii) a 100% loading calculated on their minimum hourly rate of pay for the remaining ordinary hours worked thereafter.	(i) a 100% loading calculated on their minimum hourly rate of pay for the remaining ordinary hours worked thereafter.
Between midnight on a Saturday and midnight on a Sunday	
(c) Where an employee is directed by the employer to work ordinary hours between midnight on a Saturday and midnight on a Sunday, such employee will receive a 100% loading calculated on their minimum hourly rate of pay for such ordinary hours worked.	(a) All employees who are directed by the employer to work ordinary hours between midnight on a Saturday and midnight on a Sunday will receive a 100% loading calculated on their minimum hourly rate of pay for such ordinary hours worked.

Proposed Shiftwork Clause	Existing Shiftwork Clause
Public holidays	
(d)(i) Where an employee is directed to work ordinary hours on a public holiday or substitute days as prescribed in clause 37— <u>Public holidays</u> , such employee will receive a 150% loading calculated on their minimum hourly rate of pay, for such ordinary hours worked.	(a) All employees who are directed to work ordinary hours on a public holiday or substitute days as prescribed in clause Error! Reference source not found. — Error! Reference source not found. , will receive a 150% loading calculated on their minimum hourly rate of pay, for such ordinary hours worked.
(d)(ii) A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.	(a) A plumbing and mechanical services employee required to perform any work on a public holiday will be afforded at least four hours work or paid for four hours at the appropriate rate.
32.2 Travel	
Between Midnight on Sunday and Midnight on Friday Only (a) Where an employee, after having worked a shift, finishes at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance to their home, or pay the employee their current wage for the time reasonably spent occupied in reaching their home.	(Shiftwork – Monday to Friday) (a) Where an employee, after having worked a shift, finishes at a time when reasonable means of transport are not available, the employer will provide the employee with a conveyance to their home or pay the employee their current wage for the time reasonably spent occupied in reaching their home.
32.3 Loadings	Loadings
(a) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).	(b) All loadings will be exclusive of each other (i.e. only one loading will be payable at any given time).
(b) Loadings will not apply where overtime is payable.	(a) Loadings will not apply where overtime is payable.
32.4 Breaks	
(a) An employee directed to work ordinary hours in accordance with clause 32.1 – Shiftwork will be allowed:- (i) an unpaid meal break of not less than 30 minutes, to be taken no more than five hours after the commencement of the employee’s shift; and (ii) a paid rest break of not more than 10 minutes, to be taken no more than two hours after the commencement of the employee’s shift.	(Weekend Work) An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause Error! Reference source not found. and a daily rest break in accordance with clause Error! Reference source not found.

Proposed Shiftwork Clause	Existing Shiftwork Clause
	<p>Shiftwork – Monday to Friday)</p> <p>(b) An employee directed to work ordinary hours in accordance with this clause will be allowed:</p> <p>(i) an unpaid meal break of not less than 30 minutes, to be taken no more than five hours after the commencement of the employee’s shift; and</p> <p>a paid rest break of not more than 10 minutes, to be taken no more than two hours after the commencement of the employee’s shift.</p>
<p>32.4 Breaks (Cont)</p>	<p>Public Holidays</p> <p>An employee directed to work ordinary hours in accordance with this clause will be allowed a meal break in accordance with clause Error! Reference source not found. and a daily rest break in accordance with clause Error! Reference source not found..</p>
<p>32.5 Overtime</p>	
<p>(a) An employee directed to work overtime after having worked / or before working ordinary hours in accordance with clause 32.1 – Shiftwork, will be paid in accordance with clause <u>33</u> - Overtime.</p>	<p>(Shiftwork – Monday to Friday)</p> <p>(a) All employees who are required to work overtime on a weekend will be paid in accordance with clause Error! Reference source not found..</p>

48 It is the Master Plumbers Group view and opinion that the proposed clause is supported by the CEPU / PTEU.

49 The Master Plumbers Group commends the clause to the Commission.

Part D - Clause 33 - Overtime

50 The Master Plumbers Group seek to insert the words “Each days’ overtime stands alone” as the preamble to Clause 33 of PFS Award 2010 (Clause 21 of PFS Award 2016).

51 It is a well understood practice that ‘each days’ overtime stands alone’. However, the Master Plumbers Group in our communications with members are regularly required to

advise members that that is the case. In some cases that comes as a surprise to the member, but in other instances it is an understood practice / process.

- 52** It is the Master Plumbers Group view that the insertion of such a phrase would ensure that persons who use the award would be aware that ‘each days’ overtime stands alone’.
- 53** It is the Master Plumbers Group view that the insertion of the words “each days’ overtime stands alone” is a common sense outcome, that complies with the relevant provisions of the FW Act.
- 54** It is the Master Plumbers Group view and opinion that the proposed clause is supported by the CEPU / PTEU.
- 55** The Master Plumbers Group commends the clause to the Commission.

Attachment 1 - PRE PFS AWARD 2010 AWARDS – AWARD ANALYSIS

AP782198 – Gasfitters (Queensland) Award 2000

5. CONDITIONS OF EMPLOYMENT

The following clauses, as varied from time to time, of the *Gas Industry Award – State (Queensland)*, modified to the extent necessary (*mutatus mutandis*):

Subject	Clause Number
.....	
Terms of engagement	12(2)(3)

AN140130 - Gas Industry Award – State (Queensland)

1.5.2 "Casual worker" means any person who is engaged for less than 24 hours in any one week;

4.4 Casual Employment

Casual employees shall be paid at an hourly rate one and a-quarter times the hourly rates fixed herein for the different classes of work, such hourly rates to be determined by dividing the weekly wage by the number of ordinary working hours.

Casual employees shall be paid within 30 minutes of dismissal, otherwise full rates shall be paid for the whole time the employee is kept waiting.

Note 1:- There are no provisions in the *Gas Industry Award – State (Queensland)* that directly refers to full time employment.

Note 2:- There are no provisions in the *Gas Industry Award – State (Queensland)* that refer to Terms of Engagement. Nor is there a clause 12(2) and / or 12(3).

30. REDUNDANCY PAY

30.1 Definition

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

30.2 Transfer to other duties

Where an employee is transferred to lower paid duties because the employer has made a definite decision that he or she no longer wishes the job the employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour, the employee will be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the employer may at his/her option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

Time off work during the notice period

30.3.1 During the period of notice of termination given by the employer an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

30.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or he/she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

30.4 Severance pay

30.4.1 In addition to the period of notice prescribed for ordinary termination in clause 29 – Termination of employment, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in 30.1 hereof will be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service	Severance pay
Less than one year	Nil
More than one but less than two years	4 weeks' pay
More than two but less than three years	6 weeks' pay
More than three but less than four years	7 weeks' pay
More than four years	8 weeks' pay

30.4.2 **Week's pay** means the ordinary time rate of pay for the employee concerned.

30.4.3 Provided that the severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

30.5 Employee leaving during the notice period

An employee whose employment is terminated for reasons set out in 30.1 hereof may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice

30.6 Superannuation

30.6.1 Subject to further order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he/she will only receive under 30.4 the difference between the severance pay specified in that clause and the amount of the superannuation benefit he/she receives which is attributable to employer contributions only.

30.6.2 If this superannuation benefit is greater than the amount due under 30.4 then he/she will receive no payment under that clause.

30.7 Incapacity to pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

30.8 Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescriptions varied if he/she obtains acceptable alternative employment for an employee.

30.9 Exemption from redundancy clause

Where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

30.10 Employers exempted

Subject to an order of the Commission, in a particular redundancy case, this clause will not apply to employers who employ less than 15 employees.

30.11 Employees with less than 12 months' service

This clause will not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

AP792330CRA - Plumbing Industry (Australian Capital Territory) Award 1999

8. TYPES OF EMPLOYMENT

8.1 General

Employees under this award will be employed either as full-time employees engaged and paid by the week, or as casual hands.

8.2 Full-time employees on weekly hire

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

8.3 Casual employment

8.3.1 A casual employee is an employee engaged and paid as such and who works less than an average of five days or 38 ordinary hours per week over any two successive weeks. An employee who works an average of five days or 38 ordinary hours per week over two successive weeks or more is a full-time employee. Full-time employment is deemed to commence at the end of employment for an average of five days or 38 ordinary hours per week for two successive weeks.

8.3.2 Employees engaged as casual employees may be engaged for a period of up to twelve weeks. Such casual employment may be extended by a further period of up to twelve weeks by agreement between the employer and employee concerned. In the absence of such agreement a casual employee who is employed for a period greater than twelve weeks will be considered a full-time employee from the completion of the first twelve week engagement.

8.3.3 An agreement under 9.3.2 will be in writing and kept with the time and wages records. Failure to comply with this provision will result in the employee being deemed to be a full-time employee.

8.3.4 An employer will not engage employees as casual employees merely to avoid an obligation under this award.

35. REDUNDANCY

35.1 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.

35.2 Redundancy pay

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

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

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

35.4 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.

35.5 Casual hands and apprentices

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

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

35.6 Redundancy funds

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

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

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

35.7 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, will be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. In such circumstances, the employee will not be entitled to payment in lieu of notice.

35.8 Transmission of business

35.8.1 Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called **the transmittor**) to another employer (in this subclause 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:

35.8.1(a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and

35.8.1(b) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

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

AP792368 - Plumbing Industry (New South Wales) Award 1999

9. TYPES OF EMPLOYMENT

9.1 General

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

9.2 Full-time employees on daily hire

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

9.3 Casual employment

9.3.1 A casual employee is an employee engaged and paid as such and who works less than an average of five days or 38 ordinary hours per week over any two successive weeks. An employee who works an average of five days or 38 ordinary hours per week over two successive weeks or more is a full-time employee. Full-time employment is deemed to commence at the end of employment for an average of five days or 38 ordinary hours per week for two successive weeks.

9.3.2 Employees engaged as casual employees may be engaged for a period of up to twelve weeks. Such casual employment may be extended by a further period of up to twelve weeks by agreement between the employer and employee concerned. In the absence of such agreement a casual employee who is employed for a period greater than twelve weeks will be considered a full-time employee from the completion of the first twelve week engagement.

9.3.3 An agreement under 9.3.2 will be in writing and kept with the time and wages records. Failure to comply with this provision will result in the employee being deemed to be a full-time employee.

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

34. REDUNDANCY

34.1 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.

34.2 Redundancy pay

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

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

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

34.4 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.

34.5 Casual hands and apprentices

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

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

34.6 Redundancy funds

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

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

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

34.7 Employee leaving during notice

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

34.8 Transmission of business

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

34.8.1(a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and

34.8.1(b) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

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

AP792354 - Plumbing Industry (QLD and WA) Award 1999

9. TYPES OF EMPLOYMENT

9.1 General

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

9.2 Full-time employees on daily hire

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

9.3 Casual employment

9.3.1 A casual employee is an employee engaged and paid as such and who works less than an average of five days or 38 ordinary hours per week over any two successive weeks. An employee who works an average of five days or 38 ordinary hours per week over two successive weeks or more is a full-time employee. Full-time employment is deemed to commence at the end of employment for an average of five days or 38 ordinary hours per week for two successive weeks.

9.3.2 Employees engaged as casual employees may be engaged for a period of up to twelve weeks. Such casual employment may be extended by a further period of up to twelve weeks by agreement between the employer and employee concerned. In the absence of such agreement a casual employee who is employed for a period greater than twelve weeks will be considered a full-time employee from the completion of the first twelve week engagement.

9.3.3 An agreement under 9.3.2 will be in writing and kept with the time and wages records. Failure to comply with this provision will result in the employee being deemed to be a full-time employee.

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

34. REDUNDANCY

34.1 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.

34.2 Redundancy pay

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

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

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

34.4 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.

34.5 Casual hands and apprentices

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

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

34.6 Redundancy Funds

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

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

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

34.7 Employee leaving during notice

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

34.8 Transmission of business

34.8.1 Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called **the transmittor**) to another employer (in this subclause 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:

- the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
- the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

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

AP792370 - Plumbing Industry (Victorian Government Departments, Instrumentalities and Public Hospitals) Award 1983

9. TYPES OF EMPLOYMENT

Employees under this award will be employed as full-time employees on weekly hire.

NO Redundancy Provisions

AP792574 - Plumbing Trades (Mixed Industry) Award 2000

29. REDUNDANCY

29.1 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.

29.2 Redundancy pay

29.2.1 A redundant employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this award) with his or her employer provided that any service prior to 22 March 1989 will 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

29.2.2 Provided that an employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

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

29.4 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.

29.5 Period of service

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

29.5.2 Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

29.6 Redundancy funds

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

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

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

29.7 Employee leaving during notice

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

29.8 Transmission of business

29.8.1 Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called **the transmittor**) to another employer (in this subclause 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:

- the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
- the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

29.8.2 In this subclause **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.

AP792355CRV - Plumbing Trades (Southern States) Construction Award, 1999

“9. TYPES OF EMPLOYMENT

9.1 General

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

9.2 Full-time employees on daily hire

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

9.3 Casual employment

9.3.1 A casual employee is an employee engaged and paid as such and who works less than an average of five days or 38 ordinary hours per week over any two successive weeks. An employee who works an average of five days or 38 ordinary hours per week over two successive weeks or more is a full-time employee. Full-time employment is deemed to commence at the end of employment for an average of five days or 38 ordinary hours per week for two successive weeks.

9.3.2 Employees engaged as casual employees may be engaged for a period of up to twelve weeks. Such casual employment may be extended by a further period of up to twelve weeks by agreement between the employer and employee concerned. In the absence of such agreement a casual employee who is employed for a period greater than twelve weeks will be considered a full-time employee from the completion of the first twelve week engagement.

9.3.3 An agreement under 9.3.2 will be in writing and kept with the time and wages records. Failure to comply with this provision will result in the employee being deemed to be a full-time employee.

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

“34. REDUNDANCY

34.1 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.

34.2 Redundancy pay

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

Period of continuous service with an employer	Redundancy/severance pay
1 year or more but less than 2 years	2.4 week's 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 week's pay
2 years or more but less than 3 years	4.8 week's 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 week's pay
3 years or more but less than 4 years	7 week's 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 week's pay
4 years or more	8 week's pay

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

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

34.4 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.

34.5 Casual hands and apprentices

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

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

34.6 Redundancy funds

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

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

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

34.7 Employee leaving during notice

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

34.8 Transmission of business

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

34.8.1(a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and

34.8.1(b) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

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

AP796030CRV – The Sprinkler Pipe fitters’ Award 1998

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.

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.

AN150110 - Plumbers and Gasfitters (South Australia) Award

“CLAUSE 9 - CONTRACT OF EMPLOYMENT

9.1 General

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

9.2 Full-time employees on daily hire

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

9.3 Casual employment

9.3.1 A casual employee is an employee engaged and paid as such and who works less than an average of five days or 38 ordinary hours per week over any two successive weeks. An employee who works an average of five days or 38 ordinary hours per week over two successive weeks or more is a full-time employee. Full-time employment is deemed to commence at the end of employment for an average of five days or 38 ordinary hours per week for two successive weeks.

9.3.2 Employees engaged as casual employees may be engaged for a period of up to twelve weeks. Such casual employment may be extended by a further period of up to twelve weeks by agreement between the employer and employee concerned. In the absence of such agreement a casual employee who is employed for a period of greater than twelve weeks will be considered a full-time employee from the completion of the first twelve week engagement.

9.3.3 An agreement under clause 9.3.2 will be in writing and kept with the time and wages records. Failure to comply with this provision will result in the employee being deemed to be a full-time employee.

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

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

9.4 Presenting for work but not required

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

9.5 Termination of employment

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

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

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

9.6 Right to deduct payment

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

CLAUSE 10 REDUNDANCY

10.1 Definition

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

10.2 Redundancy pay

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

**Period of continuous service
with an employer**

Redundancy/severance pay

1 year or more but less than 2
years

2.4 week's 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 week's pay.

2 years or more but less than 3
years

4.8 week's 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 week's pay.

3 years or more but less than 4
years

7 week's 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 week's pay.

4 years or more

8 week's pay

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

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

10.4 **Death of employee**

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

10.5 **Casual employees and apprentices**

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

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

10.6 Redundancy funds

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

- 10.6.1** Payments made by a fund designed to meet an employer’s liabilities under this clause, to employees eligible for redundancy/severance pay will be set off against the liability of the employer under this clause, and the employee will receive the fund payment or the award benefit whichever is the greater but not both; or
- 10.6.2** Where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund, will to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee will be made in accordance with the rules of the fund or any agreement relating thereto and the employee will be entitled to the fund benefit or the award benefit whichever is greater but not both.

10.7 Employee leaving during notice

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

10.8 Transmission of business

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

- (a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.

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

AN120684 – Plumbers and Gasfitters (State) Consolidated Award

“30. REDUNDANCY

- (a) 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.
- (b) 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 or her 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 12 months shall be entitled to redundancy / severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (c) "Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (d) 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.
- (e)(i) Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.

- (e)(ii) 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 12 months.
- (f) 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:

 - (f)(i) 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
 - (f)(ii) 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 payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit whichever is greater but not both.
- (g) Employee leaving during notice An employee whose employment is to be terminated in accordance with this clause may terminate his or 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 expiry of such notice: Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (h) **Transmission of business**

 - (h)(i) Where a business is, before or after the operative date of this award, transmitted from an employer (in this subclause called "the transmittor) to another employer (in this subclause 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:

 - (h)(i)(1) the continuity of the employment shall be deemed not to have been broken by reason of such transmission; and
 - (h)(i)(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.
 - (h)(ii) In this subclause "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."

AN170078 – Plumbers Award (Tas)

13. CASUAL EMPLOYEE

A casual worker (i.e. any person who is employed for any period not exceeding five days at any one time and whose employment is of a casual nature) shall be paid at the rates prescribed by this award plus an additional 20 percent. The 20 percent rate herein prescribed will be made in lieu of annual leave, sick leave and holidays with pay prescribed for other employees covered by this award.

30. REDUNDANCY

(a) Definitions

'Business' includes trade, process, business or occupation and includes part of any such business.

'Redundancy' occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that the decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

'Small employer' means an employer who employs fewer than 15 employees.

'Transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **'transmitted'** has a corresponding meaning.

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

PROVIDED that such rate shall exclude:

Overtime;
Penalty rates;
Disability allowances;
Shift allowances;
Special rates;
Fares and travelling time allowance;
Bonuses; and
Any other ancillary payments of a like nature.

(b) Severance Pay

(b)(i) Severance pay – Other than Employees of a Small Employer

An employee, other than an employee of a small employer as defined in subclause 30(a) – Definitions, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Redundancy Pay
1 year or less	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* Week's pay is defined in subclause 30(a) – Definitions.

(ii) Severance pay – Employees of a Small Employer

An employee of a small employer as defined in subclause (a) - Definitions of this clause, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Redundancy Pay
1 year or less	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay

* Week's pay is defined in subclause 30(a) – Definitions.

PROVIDED that the severance payments shall not exceed the amount which the employee would have earned if employment with employer had proceeded to the employee's normal retirement date.

PROVIDED FURTHER that service prior to 24 June 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to paragraph 30(b)(ii).

Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation.

(c) Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 40 – Termination of Employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

(d) Alternative Employment

An employer, in particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

This provision does not apply in circumstances involving transmission of business as set out in subclause 30(f).

(e) Job Search Entitlement

During the period of notice of termination given by the employer in accordance with Clause 40 – Termination of Employment, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(f) Transmission of Business

The provisions of this clause are not applicable where the business is transmitted from an employer (in this subclause called the 'transmittor') to another employer (in this subclause called the 'transmittee') in any of the following circumstances:

- (i)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (ii)** Where the employee rejects an offer of employment with the transmittee:
- (1)** in which the terms and conditions are substantially similar and no less favourable, considered on the overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

- (2) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

The Commission may vary paragraph 30(f)(ii) if it is satisfied that the provision would operate unfairly in a particular case.

(g) Employees Exempted

This clause does not apply to:

- (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (ii) probationary employees;
- (iii) apprentices;
- (iv) trainees;
- (v) employees engaged for a specific period of time or for a specified task or tasks; or
- (vi) casual employees.

(h) Incapacity to Pay

The commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.