



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Construction, Forestry, Mining and Energy Union
(AG2012/3270)

RESOURCITY PTY LTD AND THE CFMEU BUILDING AND CONSTRUCTION INDUSTRY ENTERPRISE AGREEMENT 2011-2015

Building, metal and civil construction industries

SENIOR DEPUTY PRESIDENT WATSON

MELBOURNE, 16 FEBRUARY 2012


*Application for approval of the Resourcity Pty Ltd and the CFMEU Building and
Construction Industry Enterprise Agreement 2011-2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Resourcity Pty Ltd and the CFMEU Building and Construction Industry Enterprise Agreement 2011-2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Construction, Forestry, Mining and Energy Union (CFMEU). The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The CFMEU, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 23 February 2012. The nominal expiry date of the Agreement is 31 March 2015.



SENIOR DEPUTY PRESIDENT

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FAIR WORK ACT 2009

ENTERPRISE AGREEMENT

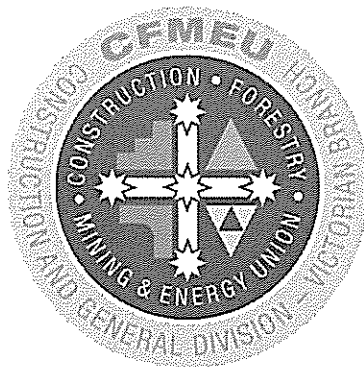
2011-2015

between

RESOURCITY PTY LTD

and the

**CONSTRUCTION, FORESTRY, MINING AND ENERGY
UNION
(Victoria Construction and General Division)**



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PART I – APPLICATION & OPERATION OF AGREEMENT

1. TITLE

RESOURCITY PTY LTD and the CFMEU Building and Construction Industry Enterprise Agreement 2011-2015.

2. APPLICATION

In accordance with section 53 of the Fair Work Act 2009 (Cth) (FW Act), this Agreement covers the **RESOURCITY PTY LTD** and the Construction, Forestry Mining and Energy Union, (“**CFMEU**”) and is binding on them. This agreement also covers and binds all employees whose employment is, at any time when this Agreement is in operation, subject to the Agreement.

3. TERM

3.1 This Agreement comes into operation 7 days after it is approved by Fair Work Australia (FWA)

3.2 The nominal expiry date of this Agreement is 31 March 2015

3.3 This Agreement will continue to operate until it is terminated or replaced.

4. SCOPE

4.1 This Agreement applies in the state of Victoria to:

- a) the Company in respect to all of its employees engaged in building and construction work as defined by the Award.
- b) Employees of the Company who are engaged in any of the occupations, callings or industries specified in the award.
- c) The CFMEU.
- d) Construction work in the cottage/housing industry shall not fall within the scope and application of this Agreement. For the purposes of this Agreement, cottage/housing industry means the construction, erection, assembly, maintenance ornamentation or demolition of a single occupancy dwelling, and multiple occupancy residential units being of not more than two living levels height.

5. OBJECTIVES & COMMITMENTS

5.1 The objectives of this Agreement are:

- To provide a detailed set of agreed employment benefits, conditions, rights and obligations;
- To establish practices that will enable the creation of a cooperative and productive workplace;
- To support the implementation of high levels of OH&S practices, procedures and training;
- To ensure that fair and equitable employment practices are applied in the workplace;
- To improve efficiency in the workplace;
- To provide for the establishment and observance of disputes settlement procedures that enable the resolution of issues without recourse to industrial action;

- To involve the employee representative/s / shop steward or union officials at the earliest stage of any dispute or potential dispute in accordance with the dispute resolution procedure.

5.2 The parties to this Agreement commit themselves to ensuring that:

- a) The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.
- b) The Agreement is consistent with the provisions of the *FW Act*.
- c) Productivity gains will not be achieved at the expense of health and safety standards.
- d) The disputes settlement procedures provided herein are strictly adhered to.
- e) Employment should wherever possible be full time and on going.

6. RELATIONSHIP TO PARENT AWARD

- a) The provisions of the National Building and Construction Industry Award 2000 [AW790741] ("**Award**") which are set out in Appendix G of this Agreement are incorporated into and form part of this Agreement ("**Incorporated Terms**").
- b) The express terms of this Agreement are supplementary to, and shall be read and interpreted wholly in conjunction with the Incorporated Terms provided that where an express term of this Agreement is inconsistent with an Incorporated Term, the express term will prevail to the extent of any inconsistency.

7. FLEXIBILITY

- a) The company may agree with an individual employee covered by this agreement to vary clauses of this agreement from time to time to meet the genuine needs of the company and employee.
- b) Where the company wants to enter into a variation agreement with an individual employee, it must provide a written proposal to the employee. Where the employee's understanding in written English is limited, the company must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.
- c) Provided, however, that the company must ensure that any variation agreement is genuinely agreed to by the company and the employee and that it results in the employee being better off overall than they would have been without the agreement.
- d) The company must also ensure that any such variation agreement is:
 - (i) In writing (including details of the terms that will be varied, how the arrangement will vary the effect of the terms, how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);
 - (ii) Signed by the parties (i.e. the company and employee), and if the employee is under 18, by a parent or guardian of the employee;
 - (iii) Provided to the employee within 14 days after it is agreed to;

- (iv) Able to be terminated by either party given written notice of not more than 28 days, or at any time by both parties agreeing in writing.
- e) Upon written request by the employee, the company will provide a copy of the flexibility arrangement made under this clause to the union/employee representative.
- f) Clauses of the agreement that are subject to flexibility arrangements are:
 - (i) Clause 40;
 - (ii) Clause 41;
 - (iii) Clause 42; and
 - (iv) Clause 48
- g) The company must ensure that the terms of the flexibility arrangement:
 - a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b. will not exclude any provision of the National Employment Standards, and
 - c. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - d. result in the employee being better off overall than the employee would be if no arrangement was made.

PART II – CONSULTATION, REPRESENTATION & DISPUTES RESOLUTION

8. CONSULTATIVE MECHANISMS

Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a project.

Consultative Committees may be set up for this purpose.

- (a) If the employer has made a decision to introduce a major workplace change that is likely to have a significant effect on the employees covered by this Agreement, the Employer must notify any employees who will be affected by the decision.
- (b) As soon as practicable and prior to implementation, the employer must discuss with the relevant employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) For the purposes of the discussion the employer will provide the relevant employees and/or their nominated representative/s in writing:
 - (i) All relevant information about the change including the nature of the change proposed;
 - (ii) Information about the expected effects of the change on the employees; and

(iii) Any other matters likely to effect the employees.

However, the employer is not required to disclose confidential or commercially sensitive information.

- (d) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (e) As soon as a final decision has been made, the employer must notify the relevant employees and/or their nominated representative/s (e.g. Union or other representative), in writing, and explain the effects of the decision.
- (f) A major change is likely to have a significant effect on employees if it results in:
- (i) termination of employment of employees; or
 - (ii) major change to composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

9. SHOP STEWARDS / EMPLOYEE REPRESENTATIVES

9.1 Representation

The parties recognise the role the employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognize that the on-site representative is a first point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

9.2 The parties also recognize the role of the union in being a party covered by the agreement and the union's and shop steward's rights and responsibilities to represent their members covered by the agreement. The parties recognize that shop stewards may be involved in assisting employees pursuant to the dispute resolution procedure of this Agreement.

9.3 A shop steward/ employee representative shall, upon notification to the company, be recognised as the accredited representative of the employees and, if an employee seeks representation by the representative, that representative will be

allowed all necessary time during working hours to submit to the company employment related matters affecting the employees he/she represents. At all other times the shop steward/ employee representative will perform productive work within his/her range of qualifications and competence. Further, the shop steward/ employee representative shall be allowed reasonable time during working hours to attend to such job matters affecting the employees.

9.4 Prior to dismissal or transfer of a shop steward/ employee representative two days written notice shall be given to the shop steward/ employee representative.

9.5 **Shop Steward/ Employee Representative Facilities**

The company shall provide an agreed facility for the use of the shop steward/ employee representative to perform their duties and functions as the on-site representative of the employees. The provision of the following facilities is to ensure that the shop steward/ employee representative is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

- a) a fixed telephone;
- b) a table and chairs
- c) a filing cabinet;
- d) air-conditioning/heating;
- e) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the shop steward/employee representative and Site Management.
- f) a private lockable area.

9.6 **Industrial Relations Training Leave**

Shop stewards/ employee representatives shall have access to industrial relations training in accordance with Appendix F hereof.

10. **POSTING OF AGREEMENT**

To ensure that the parties are aware of the terms of the Agreement, and to assist in any resolution of a disputes or the avoidance thereof a copy of this Agreement shall be retained by the employer at all times for ready access by any employee on a project site, and the employer shall provide a permanent copy for each shop steward/ employee representative and Occupational Health and Safety representative on a project site.

11. **DISPUTES RESOLUTION PROCEDURE**

11.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the National Employment Standards, including subsections 65(5) or 76(4) of the FW Act) shall be dealt with according to the following procedure.

11.2 In the event of any work related grievance arising between the Company and an employee or employees, the matter shall be dealt with in the following manner:

- a. The matter shall be first submitted by the employee/s or his/her shop steward/ employee representative or other representative to the site foreperson, supervisor or the other appropriate site representative of the Company, and if not settled, to a more senior Company representative.
 - b. Alternatively, the Company may submit an issue to the employee/s who may seek the assistance and involvement of the shop steward/ employee representative or other representative.
 - c. Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
 - d. If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior Company representative.
 - e. Should the matter remain unresolved either of the parties or their representative shall refer the dispute at first instance to the Victorian Building Industry Disputes Panel (which shall deal with the dispute in accordance with the Panel Charter).
 - f. Either party or their representative may, within 14 days of a decision of the Panel, refer that decision to Fair Work Australia (FWA) for review. FWA may exercise conciliation and/or arbitration powers in such review.
- 11.3 Any outcome determined by the Victorian Building Industry Disputes Panel or FWA pursuant to this procedure will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005.
- 11.4 This procedure shall be followed in good faith without unreasonable delay.
- 11.5 If any party fails or refuses to follow any step of this procedure the non breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWA.

12. SEVERABILITY

- a) It is the intention of those covered by this agreement that the agreement contains only permitted matters under the Fair Work Act 2009.
- b) The severance of any term of this agreement that is, in whole, or in part, of no effect by virtue of the operation of s.253 of the Fair Work Act 2009 shall not be taken affect the binding force and effect of the remainder of the agreement.
- c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

PART III – WORKPLACE MATTERS

13. SAFETY IN THE WORKPLACE

The parties recognise the potentially hazardous nature of the construction industry. To this end, the parties to this Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework which involves all parties in protecting employees' health and safety.

In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:

- Measures designed to include the safe operation of plant and equipment;
- Training issues including specific hazards, health and safety systems, and site induction;
- Management of occupational health and safety through a comprehensive approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses.
- All duly elected OHS representatives shall be allowed to attend training and information sessions subject to the same requirements as those contained in Appendix F hereof so that OHS representatives are kept abreast and fully informed in the provision and maintenance of the highest possible OHS standards.

(a) **Operation of Occupational Health and Safety Act, Regulations and Codes of Practice**

The parties to this Agreement shall in addition to ensuring compliance with OH&S legislation (including Regulations, *and* Codes of Practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include;

- The election of health and safety representatives who will represent employees in negotiations on health and safety matters;
- an occupational health and safety committee;

In the event that changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to a consultative mechanism.

National OHS Harmonisation: It is recognized and acknowledged that the Safe Work Australia Model OHS Harmonisation legislative framework will commence in January 2012. Up until this period, the current Victorian OHS Act (2004) and legislative framework will be duly acknowledged and applied where appropriate.

Commencing 1st January 2012, the National Model OHS Act, Regulations and Codes of Practice will be recognized and acknowledged as the National OHS Legislative Framework. The parties to this agreement support the development and application of a nationally harmonized OHS framework to assist in compliance to the highest possible OHS standards for all stakeholders.

14. INDUCTIONS

- a) Prior to first attending the site, all employees shall have successfully completed the Basic Site Induction ('Red Card' or 'White Card') course conducted by a Registered Training Organisation ("RTO"). Employees shall provide proof evidencing same if requested.
- b) In addition, all new employees of the company will be properly informed by Management (and/or their authorized representative) of:
- The Rights and Obligations of this Agreement including its disputes/grievance resolution procedures;
 - The appropriate issue of work clothing and safety equipment as per this Agreement;
 - Company Safety Rules and Procedures including relevant legislation;
- c) Furthermore, all new entrants to a particular project will receive an induction to the particulars and peculiarities of that site. In order to achieve this it is recommended that, all persons performing or supervising work who are new to the site shall be given an explanation of the following by Site Management (and/or their authorized representative):
- Site Safety Rules and Procedures including relevant legislation;
 - Site-specific matters such as security procedures etc.
- d) The induction presentation and material shall have regard to the language skills of the employee/employer.

15. PERSONAL PROTECTIVE CLOTHING & EQUIPMENT

15.1 While not being part of any issue of work clothing/equipment supplied (*see clause 48*), the company shall be required to provide the following personal protective equipment (SAA approved) for use, when necessary, by employees during the performance of their required duties:

- (a) safety helmets;
- (b) ear/hearing protection;
- (c) gloves;
- (d) skin protective cream/sun screen (15+ rating).

15.2 In addition, one pair of UV-rated safety glasses or UV-rated clip-ons suitable to overlay prescription spectacles, shall be made available for employees who are required to work on reflective surfaces such as:

- metal decking;
- large concrete slabs exposed to sunlight ;
- roofing;
- curtain walling;

16. GENERAL SAFETY MATTERS

16.1 **Heavy Blocks:** An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that an employee shall not to manually lift any building block in excess of 20 kg weight to a height of more than 4 feet (1.2m) above the working platform.

- 16.2 **Crane Erection & Jumping:** Cranes and man/material hoists may be erected and/or raised (jumped) during times when ordinary production works are in progress subject to the work being done in full compliance with a relevant site safety plan.

17. SITE SAFETY CONSULTATIVE MECHANISMS

17.1 Safety Supervisor

On every job site, where the Company is the principal contractor it shall appoint a member of its staff to act as the Safety Supervisor. The Safety Supervisor shall be given the necessary authority to ensure that all safety laws, procedures or Codes of Practice are observed, and that the following Safety Agreement is applied.

The person appointed shall be experienced in the work being performed. Other duties may be assigned by the Company to a Safety Supervisor, provided that such duties shall not prevent him/her from exercising his/her duties as a Safety Supervisor.

17.2 Workers' Health & Safety Representatives

- a) On every job site, Health and Safety Representative/s may be elected in accordance with the *OH&S Act*.
- b) A Health & Safety Representative will be allowed reasonable paid time during working hours to attend to on the job occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within his/her range of qualifications and competencies.

17.3 Duties of Safety Supervisor and Health & Safety Representative/s

The Safety Supervisor and the Health & Safety Representative/s elected under the *OHS Act* shall be responsible for carrying out regular safety inspections, investigating safety complaints, taking all steps to ensure that safe work practices are observed, and that safety laws, procedures or Codes of Practice are strictly observed.

17.4 Safety Committee

- a. A Health and Safety Committee may be established on a job.
- b. Where a Health and Safety Committee is established on a job, it shall include the employer's Safety Supervisor and the Health & Safety Representative/s.
- c. The Health and Safety Committee may, by agreement, include additional Workers' Representatives and Employer Representatives of significant sub contractors.
- d. The Health and Safety Committee shall meet as often as is necessary to provide an overview of safety on the job, and assist in the promotion of a safe working environment on the job site. The Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items.

18. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

This procedure shall be followed in good faith and without unreasonable delay. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter may be submitted to the Victorian Building Industry Disputes Panel or FWA for resolution. Provided that any outcome so determined will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005.

Nothing in this Agreement shall take precedence over the Occupational Health & Safety Act 2004 (as amended).

18.1 Parties to the resolution of issues

18.1.1 The Company must nominate management representatives who are responsible for dealing with specified health and safety issues, and must, so far as is practicable—

(a) notify the Employees of the nominations in the manner that is, and in the languages that are, appropriate; and

(b) notify in writing the health and safety committee of the nominations.

18.1.2 At any stage in the resolution of an issue, any party or employee may call in the Union or an employer association or other representative to assist the parties to resolve the issue.

18.2. Procedure for reporting issues

18.2.1 If an Employee wishes to raise a health and safety issue in a workplace, that employee must report it to the health and safety representative or to the Company's safety supervisor or another management representative.

18.2.2 An Employee may take all steps that are necessary, including leaving the Employee's part of the workplace, to report an issue.

18.2.3 If the Company identifies a health and safety issue it may report it to the health and safety representative.

18.3. Procedure for resolving issues

18.3.1 As soon as possible after an issue has been reported, the Company's safety supervisor or another management representative and the health and safety representative must meet and try to resolve the issue.

18.3.2 The resolution of the relevant issue must take into account any of the following factors that may be relevant—

(a) whether the hazard or risk can be isolated

(b) the number and location of Employees affected by it;

(c) whether appropriate temporary measures are possible or desirable;

(d) whether environmental monitoring is desirable;

(e) the time that may elapse before the hazard or risk is permanently corrected;

(f) who is responsible for performing and overseeing the removal of the hazard or risk.

18.3.3 If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by the Company to the satisfaction of all parties.

18.3.4 As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner.

18.4. Direction to cease work

18.4.1 If—

(a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an Company; and

(b) the issue concerns work which involves an immediate threat to the health or safety of any person; and

(c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 18.3—

the Company or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

18.4.2 During any period for which work has ceased in accordance with such a direction, the Company may assign any Employees whose work is affected to suitable alternative work.

18.5 Inspector may be requested to attend workplace

18.5.1 If an issue is not resolved under clause 18.3, within a reasonable time, or an issue is the subject of a direction under 18.4 that work is to cease, any of the parties attempting to resolve the issue may ask the WorkSafe Victoria to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.

18.5.2 If—

(a) the inspector issues a prohibition notice; or

(b) otherwise determines that there was reasonable cause for employees to be concerned for their health or safety—

an employee who is not assigned suitable alternative work pursuant to 18.4.2, and who as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period continues to be entitled to be paid for that period.

18.6 Rectification of Safety Hazard

18.6.1 Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and employees sent off site by agreement between Site Managers and any combination of Union Official/s, Health and Safety Committee, those people who remain on site to do rectification work will be paid at the rate of double time for all such work.

18.6.2 This would not be applicable on normal de watering (see clause 35.6.7 hereof) or normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any 'housekeeping' work performed on projects is to be paid at single time rate.

19. SABOTAGE

- 19.1 Sabotage is of concern to all parties involved on any work site and may affect safety, and therefore both the physical and mental well being of all persons on site.
- 19.2 The parties to this Agreement will not tolerate sabotage, and will ensure that any person/s responsible for such action is immediately dismissed.
- 19.3 It is accepted that the relevant authorities may have to be notified, and provisions of the *OH&S* Act implemented.

PART IV – EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS

20. RECRUITMENT & TERMINATION

- 20.1 Subject to the following procedure, it is agreed that it is the company's prerogative to determine the order of selection of employees for employment or retrenchment.
- 20.2 All relevant legislation governing unfair dismissal, discrimination etc. will be observed;
- 20.3 Voluntary terminations will be encouraged as a first step;
- 20.4 The seniority of employees – within classifications, experience or skills held – will be considered by the Company in selecting employees for retrenchment;
- 20.5 The grievance procedures set out in clause 11 will apply in the event of any concerns arising regarding retrenchments.

20.6 Notice of Termination

- 20.6.1 *Daily Hire – Tradespersons & Labourers*
In accordance with Clause 13.2 of the Award, one days' notice of termination shall be given by either side, or one day's pay shall be paid or forfeited.
- 20.6.2 *Weekly Hire – Mechanical Plant Operators*
The employer when terminating the employment of an operator shall give the employee the following notice:

Period of Continuous Service	Period of Notice
One year or less	One week
Over one year & up to the completion of three years	Two weeks
Over three years & up to the completion of five years	Three weeks
Over five years	Four weeks

In addition to the above notice, employees over 45 years of age with not less than two years continuous service shall be entitled to an additional week's notice.

Termination by the Operator – The notice given by an employee shall be the same as that required of the employer except that there shall be no additional notice based on the age of the employee concerned.

20.6.3 *Instant Dismissal*

Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusing duty.

21. CONTRACT OF EMPLOYMENT

With the exception of casual employees, all employees covered by this Agreement shall be engaged as daily hire employees, other than those employed as mechanical plant operators pursuant to the Award.

21.1 Casual Labour

21.1.1 A casual employee is an employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for casual employment the employee will be informed in writing that the employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

21.1.2 A casual employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, personal leave, parental leave, jury service and public holidays.

21.1.3 On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours work plus the relevant fares and travel allowance.

21.1.4 A casual employee for working ordinary hours shall be paid 125 percent of the hourly rate prescribed in this Agreement for the employees' classification.

21.1.5 A casual employee required to work overtime or weekend shall be entitled to the relevant penalty rates prescribed in this Agreement provided that:

Where the relevant penalty rate is time and a half the employee shall be paid 175 percent of the hourly rate prescribed in this Agreement for the employee's classification and where the relevant penalty rate is double time the employee shall be paid 225 percent of the hourly rate prescribed in this Agreement for the employee's classification.

21.1.6 A casual employee required to work on a public holiday shall be paid 275 percent of the hourly rate prescribed in this Agreement for the employee's classification.

21.1.7 Termination of all casual employment shall require one hours notice on either side or the payment or forfeiture of one hours pay, as the case may be.

22. SHAM CONTRACTING, SUPPLEMENTARY LABOUR AND EMPLOYMENT SECURITY

The parties to this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of employees covered by this Agreement.

In this clause, "sham contracting" means sham arrangements as described in Division 6 of Part 3-1 of the FW Act.

If the company wishes to engage supplementary labour to perform work performed by its employees under this Agreement, the company must first consult in good faith with the parties to this Agreement and take reasonable steps to ensure that all such workers are engaged on lawful terms and conditions.

Following consultation and subject to this clause, the decision whether to engage supplementary labour is a decision of the company alone.

Any use of sham contracting is a breach of this Agreement.

Any dispute over the application of this clause will be dealt with under the dispute resolution procedure.

Part V – Wages, Allowances & Other Payments

23. WAGE RATES & CLASSIFICATION STRUCTURE

23.1 Classification Structure:

All employees working under this Agreement shall be classified according to the skill based classification structure set out in Appendix A.

23.2 Wage Increases

23.2.1 Wages will be increased by a total of 20% delivered as follows:

- ⇒ From 1st Pay Period commencing on or after 1 March 2012 – **5%**
- ⇒ From 1st Pay Period commencing on or after 1 March 2013 – **5%**
- ⇒ From 1st Pay Period commencing on or after 1 March 2014 – **5%**
- ⇒ From 1st Pay Period commencing on or after 1 March 2015 – **5%**

23.2.2 2015 Wage Increment: It is agreed that the wage increment for 1 March 2015 will be the only wage increase for the 12 months commencing 1 March 2015.

23.2.3 Wage Schedules

Actual rates of pay are set out in Appendix B.

23.2.4 Rates Inclusive

These rates of pay are inclusive of the following award prescribed entitlements:

- ◆ Base Rates of Pay
- ◆ Supplementary Payment
- ◆ Safety Net Adjustment
- ◆ Special Allowance
- ◆ Follow the Job Loading
- ◆ Industry Allowance
- ◆ Tool Allowance

Any variation or increase to the aforesaid award entitlements shall not flow on to the adult rates prescribed herein.

23.2.5 Apprentices Wage Formula

Apprentice wages will be calculated as a proportion of the appropriate tradesman's total pay rate as prescribed herein according to the following:

1. From the tradesman's total pay rate will be deducted:
 - Industry Allowance as prescribed from time to time by clause 21.2 of the Building and Construction General On-site Award 2010;

- Tool Allowance as prescribed from time to time by clause 20.1 of the Building and Construction General On-site Award 2010.
2. The Apprentices Base Rate will then be calculated as a percentage of the balance of the Tradesman's total rate of pay prescribed by this Agreement – award prescribed percentages (calculated to the nearest 10 cents, less than five cents to be disregarded) to apply.
 3. To the above amount will be added the full Industry Allowance and Tool Allowance.
 4. Daily Fares, etc Allowance for apprentices will be a proportion of the Adult Allowance as prescribed by this Agreement. Award prescribed percentages (calculated to the nearest five cents, two cents and less to be disregarded) to apply.

Apprentices' actual rates of pay for the period 1/3/011 to 28/2/12 are set out in Appendix B.

24 FARES AND TRAVELLING ALLOWANCE

- (a) In lieu of the basic daily excess fares and travel pattern allowance prescribed by Clause 38.1.1 of the award, a payment per day shall be made for each day worked (including RDOs). This payment shall in no way limit or be construed as a payment in substitution for any other entitlement arising under Clause 38 of the award.

Payments shall be as follows:

- 1/3/11 \$32.35 per day
 - 1/3/12 \$33.95 per day
 - 1/3/13 \$35.65 per day
 - 1/3/14 \$37.45 per day
 - 1/3/15 \$39.30 per day
- (b) The cost of Citylink tolls or similar will be reimbursed for those employees who are required by their employer to use their own vehicle during working hours, but not for travel to and from work.

25. SITE ALLOWANCES

Site allowances shall be paid in accordance with the formula which appears in Appendix C.

26 MULTI-STOREY ALLOWANCE

The Multi-Storey Allowance as prescribed by Clause 24 of the Award shall apply, in addition to the wage rates and Site Allowance provided for herein. Provided that the actual rate payable shall be the current applicable rate provided under clause 21.4(f) of the Building and Construction General On-site Award 2010 (as varied).

27. LIVING AWAY FROM HOME ALLOWANCE

When employees are to be engaged on Distant Work requiring them to live away from home (refer Clause 37 of the Award), reasonable board and lodging shall be provided by the Company. Reasonable board and lodging shall include a well kept establishment with three adequate meals a day, adequate furnishings, good bedding, floor covering and lighting, heating with hot and cold water. Accommodation shall be single room where practicable. Where it is not practical

to provide a single room, no more than two employees shall be accommodated in any single room. In addition, \$9.50 shall be paid for each night the employee is required to be away from home.

Alternatively, the employer may choose to pay an allowance of \$750 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of employment on a distant job the allowance shall be \$140 per day.

28. EXPENSE-RELATED & OTHER AWARD PRESCRIBED ALLOWANCES

All expense-related and other incorporated Award allowances not specifically addressed by this Agreement, will be paid at the current applicable rate provided by the Building and Construction General On-site Award 2010 (as varied).

29. GEOGRAPHIC AREA AND SECTOR SPECIFIC ALLOWANCES, CONDITIONS AND EXCEPTIONS.

The following allowances and conditions shall apply where relevant:

Where the Company does work which falls under the following headings, the Company agrees to pay and observe the relevant respective conditions and/or exceptions set out below in each case.

29.1 Amounts payable in lieu of site allowance:

(a) Fast Food Allowance

The employer shall pay an allowance of \$2.10ph on all fast food construction, and on refurbishment with building permit value in excess of \$350,000.

These amounts shall be increased during the life of this Agreement as follows:

	Allowance	Building Permit Value
From 1 March 2012	\$2.20	\$370,000
From 1 March 2013	\$2.30	\$390,000
From 1 March 2014	\$2.40	\$410,000
From 1 March 2015	\$2.50	\$430,000

Provided that on projects in excess of the site allowance threshold contained in Appendix C, the site allowance prescribed by Appendix C shall apply.

(b) Alpine Areas

The employer shall pay an Alpine disability allowance of \$2.95 per hour worked on projects in alpine areas.

This allowance shall be increased during the life of this Agreement as follows:

From 1 March 2012	\$3.10
From 1 March 2013	\$3.25
From 1 March 2014	\$3.40
From 1 March 2015	\$3.55

(c) Major Events including Phillip Island Motorcycle Grand Prix, Avalon Air Show, Albert Park Formula One Grand Prix, etc

- (i) With the exception of the Albert Park Formula One Grand Prix, the employer shall pay an allowance of \$2.60 per hour worked on the above projects.

This allowance shall be increased during the life of this Agreement as follows:

From 1 March 2012	\$2.75
From 1 March 2013	\$2.90
From 1 March 2014	\$3.05
From 1 March 2015	\$3.20

- (ii) The employer shall pay the current City of Melbourne (New Projects) site allowance provided for under Appendix C of this Agreement per hour worked on the Albert Park Formula One Grand Prix project.

(d) Demolition work

- (i) Where employees covered by this Agreement are employed in connection with and on work with employees of demolition contractors on major demolition works they shall be paid \$5.00 per hour in lieu of the relevant Site Allowance.

This allowance shall be increased during the life of this Agreement as follows:

From 1 March 2012	\$5.25
From 1 March 2013	\$5.50
From 1 March 2014	\$5.80
From 1 March 2015	\$6.10

- (ii) Where employees covered by this Agreement are directly performing major demolition works that would require a permit that allows demolition to perform such work, they will receive the amount provided below in lieu of the relevant Site Allowance:

From 1 March 2012	\$5.90
From 1 March 2013	\$6.20
From 1 March 2014	\$6.50
From 1 March 2015	\$6.80

29.2 Amounts payable in addition to site allowance

(a) Altona Area Allowance

An employee working on construction work (as defined) within a 8 km radius from the intersection of Kororiot Creek Road and Millers Road, Altona shall, when employed on chemical or petrochemical plants or on commercial or industrial construction jobs within 1 km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of \$1.01 per hour extra. This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

(b) Service Core Allowance

Effective from 1 June 2011, the employer shall pay \$1.25 per hour for all work carried out in construction of service core. This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

29.3 **Exclusions from this Agreement**

Metal Trades Labour Hire Agreement

This collective agreement shall not apply to work carried out under the Metal Trades Labour Hire Agreement.

30. **PAYMENT OF WAGES**

All wages, allowances and other monies may be paid by electronic funds transfer which employee(s) may request be split between up to two accounts.

Wages and pay slip details shall be made available no later than the cessation of ordinary hours of work on Thursday of each working week in accordance with clause 23 of the Award.

Waiting time shall not be payable where an employee(s) is kept waiting for their wages due to circumstances beyond the control of the Company.

During the life of this Agreement, the Company may by agreement between the parties alter the pay week to commence on Monday and conclude on Sunday of each week with bank transfers to be effected by midday Thursday.

31. **SUPERANNUATION**

The Company shall be, and remain during the life of this Agreement, a participating employer in the Construction and Building Unions Superannuation Scheme (Cbus). No employee shall commence employment unless he/she is a registered member in Cbus.

The level of contributions paid on behalf of each employee (other than an Apprentice) shall be as follows:

from 1/7/11	\$144.60
from 1/7/12	\$155
from 1/7/13	\$165
from 1/7/14	\$175
from 1/7/15	\$185

The level of contributions paid on behalf of each Apprentice shall be:

	1st Year 55%	2nd Year 70%	3rd Year 85%	4th Year 100%
From 1/7/11	\$79.55 per week	\$101.20 per week	\$122.90 per week	\$144.60 per week
From 1/7/12	\$85.25 per week	\$108.50 per week	\$131.75 per week	\$155 per week
From 1/7/13	\$90.75 per week	\$115.50 per week	\$140.25 per week	\$165 per week
From 1/7/14	\$96.25 per week	\$122.50 per week	\$148.75 per week	\$175 per week
From 1/7/15	\$101.75 per week	\$129.50 per week	\$157.25 per week	\$185 per week

The above contribution rates do not limit the Company's liability under the Superannuation Guarantee (Administration) Act 1992.

All superannuation contributions shall be paid monthly as required by the trust deed.

Where an employee wishes to have their pay salary sacrificed for additional superannuation, the Company will comply with the employee's request without unreasonable delay consistent with statutory requirements. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.

32. INCOLINK

32.1 Redundancy

32.1.1 The Company is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 1 ("Incolink Number 1 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the employees of the Company within the scope of this Agreement will be enrolled in the Incolink Number 1 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

32.1.2 The Company shall pay contributions to the Incolink Number 1 Fund on behalf of each employee (other than apprentices) on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 32.1.5 hereof, the Company shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.

32.1.3 An employee is entitled to access his/her redundancy payments when they cease to be employed by the Company. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the Award and the entitlement of the employee under the Incolink Number 1 Fund Trust deed (or under the constituting documents of any fund nominated by Incolink under clause 32.1.5 hereof).

32.1.4 The liability of the Company to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 1 Fund, or by another fund nominated by Incolink under clause 32.1.5 hereof.

32.1.5 References in this clause to "Incolink Number 1 Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purpose of this Agreement as a fund which supersedes the Incolink Number 1 Fund.

32.2 Income Protection, Trauma and Journey Insurance

32.2.1 The Company is, and will remain during the life of this Agreement, a participating employer in the Incolink Number 1 Fund (or other redundancy fund of which Incolink is a trustee) and an employer member of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd. IPT Agency Co Ltd and IPT Agency Co (No. 2) Ltd administer the insurance schemes covering income protection, trauma and journey accidents (**Income Protection, Trauma and Journey Accidents Insurance Schemes**).

32.2.2 The Company shall pay contributions to IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant) on behalf of each employee of the Company employed within the scope of this Agreement, on a monthly basis, in accordance with the Constitution of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant).

32.2.3 Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an employee of the Company employed within the scope of this Agreement will:

(a) **(Income Protection)** receive defined weekly payments (the current table of benefits is available from Incolink) in the event of an extended work absence arising from any personal illness or injury that occurs at the time the employee is an employee of the Company.

(b) **(Trauma)** receive or have paid on their behalf financial compensation in the event of a major work related accident (i.e. WorkCover) resulting in the death or permanent disablement of the employee and occurring at the time the employee is an employee of the Company (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink).

(c) **(Journey Accidents)** receive payments in accordance with the terms of the insurance policy for the duration of the employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:

(i) the absence is because the employee is unable to work due to injuries resulting from any accident incurred during journey between the employee's residence and the workplace, that occurs at the time the employee is an employee of the Company; and

(ii) all such absences are supported by certification of a duly authorized medical practitioner and indicating the causal nexus between the travel to and from work and the employee's inability to attend for work.

32.3 Portability of Sick Leave

32.3.1 The Company is, and will remain during the life of this Agreement, a participating employer in the Construction Industry Complying Portable Sick Leave Pay Scheme ("Incolink PSL Scheme") Incolink is trustee, and all the employees of the Company within the scope of this Agreement will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.

32.3.2 The Company shall pay contributions to the Incolink PSL Scheme on behalf of each employee on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 32.3.3 hereof, the Company shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.

32.3.3 References in this clause to "Incolink PSL Scheme" include a reference to another fund for comparable purposes nominated by Incolink as a fund which supersedes the Incolink Number 1 Fund.

32.4 Funding for Training

In furtherance of the objectives of clause 45 hereof, and as a further initiative to enhance the employment and career opportunities of the employees' covered by this Agreement, the parties will continue to facilitate on-going training to improve occupational health & safety in the industry and to improve employees work skills so as to advance progression to higher industry skill levels.

To support the cost of these training initiatives the Company will make a payment of \$4.50 per employee per week, such monies to be paid into Incolink to support that body's continued training funding initiatives.

Provided that the Incolink arrangements be appropriately ordered so as to provide for:

- Joint employer/union management of the training funding;
- Access to funding in accordance with agreed guidelines, by all participating employers and unions.

In the event of Incolink being unable to provide the above facility, the parties agree to establish an alternative mechanism with the intention of meeting the commitments expressed herein.

The liability of the Company to pay for the cost of training courses they approve in accordance with clause 45(g), shall be met by the making of the contributions on behalf of each employee as required by this clause.

33. ACCIDENT PAY

Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers compensation legislation and the Employee's appropriate 36 hour rate prescribed in Appendix B of this Agreement (pro-rata for casual and part time employees).

The Company shall pay accident pay, during the incapacity of their employee/s arising from any one injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether is in one continuous period or not, during which the employee receives a weekly amount of compensation paid pursuant to the relevant workers compensation legislation.

The liability to pay accident pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.

In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

34. INDUSTRY FUND COMPLIANCE

The Company shall ensure that all its employees covered by this Agreement are compliant with the industry schemes Incolink, CBus and Coinvest.

It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

35. INCLEMENT WEATHER

35.1 This Inclement Weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather shall be made.

35.2 This Inclement Weather clause is to be read and observed in lieu of the provisions of the award.

35.3 The purpose of this clause is to set out the procedures and processes which must apply concerning the suspension of work in areas exposed to inclement weather as defined, and prescribes the conditions regulating payment of ordinary time wages for employees who cannot be re-assigned to work out of the inclement weather.

35.4 Definition of Inclement Weather

Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.

35.5 Restriction of payment

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

35.6.2 The entitlement to payment for time lost due to Inclement Weather is an entitlement limited to ordinary time lost, and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject to the provisions of this Agreement concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Agreement shall apply.

35.6.3 All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and workers.

35.6.4 Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.

35.6.5 Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

35.6.6 Prior to any employee leaving the site due to inclement weather, consultation shall take place between Employee Representatives and Site Management. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved workers are denied an entitlement to payment as per this clause.

35.6.7 Dewatering

a) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the company's obligations under the OHS Act, all non trades employees shall assist in 'dewatering' their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

b) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with employees so engaged being paid at penalty rates as is the case for safety rectification work. When other employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

c) To avoid any confusion any 'de-watering' time which prevents an employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an employee is entitled to go home due to wet weather (refer clause 35.14). Further, it does not affect an employees' entitlement under clause 35.10.

35.6.8 High Winds

The occurrence of high winds, whilst constituting 'inclement weather' affecting some work processes, does not give rise to an entitlement for any employee whose work is suspended to leave the site and be paid. Payment will not be made for time so lost. The provisions of clause 35.14 do not apply to the time any work is suspended due to the effects of high wind.

35.7 Conference requirement and procedure

35.7.1 The employer, or the employers' representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

35.7.2 Provided that if the employer or the employers' representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

35.8 Cessation and Resumption of Work

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

35.8.2 After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

35.9 Hot Weather Guidelines

- 35.9.1 Under this Agreement, temperature of or above 35°C shall be defined as constituting 'inclement weather' for work in the Greater Melbourne area. This definition will be subject to review in other regions.
- 35.9.2 When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the parties on site shall confer regarding the performance of work.
- 35.9.3 As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of a formal OH&S procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.
- 35.9.4 Working Arrangements**
The current industry practice whereby all employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C, will no longer operate.
- 35.9.5 At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- 35.9.6 Once the temperature reaches 35°C work will cease, and workers may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- 35.9.7 During periods of hot weather, work in air conditioned environments shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities and the air-conditioned work space, provided it does not pose a serious threat to their health or safety.
- 35.9.8 By agreement with the OH&S committee and head contractor during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.
- 35.9.9 It is expressly agreed that, other than as provided for in 35.9.5, work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of this Agreement, rendering the employees ineligible for any payment which may otherwise accrue.

Temperature Measurement

- 35.9.10 Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne, Moorabbin, Dunns Hill, Melbourne Airport, Frankston, and Point Wilson. At the commencement of each project, the onsite management and employee representatives shall agree which is to be the applicable automatic weather monitoring station or shall determine an alternative method of temperature measurement.

35.9.11 Shift Workers

All shift workers (i.e. workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a minimum two hours, holding themselves available to commence work should the temperature fall below 35°C.

35.10 Entitlement to payment

An employee shall be entitled to payment by the employer for ordinary time lost through inclement weather for up to 32 hours in every four weeks. For the purpose of this sub-clause the following conditions shall apply:

35.10.1 The first period shall be deemed to commence on 28 February 2005 and subsequent periods shall commence at four weekly periods thereafter.

35.10.2 An employee shall be credited with 32 hours at the commencement of each four weekly period.

35.10.3 The number of hours at the credit of any employee at any time shall not exceed 32 hours.

35.10.4 If an employee commences employment during a calendar month the employee shall be credited 32 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; 16 hours where the employee commences on any working day within the third week; and 8 hours where the employee commences on any working day within the fourth week.

35.10.5 No employee shall be entitled to receive more than 32 hours inclement weather payment in any calendar month.

35.10.6 The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.

35.10.7 Payment under this clause shall be weekly.

35.10.8 Provided further and subject to 35.10.4 hereof, an employee working on a part-time basis pursuant to the award shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate entitlement shall be as follows:

$$32 \times \frac{\text{Number of hours agreed to be worked during the four week period}}{152}$$

35.11 Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

35.11.1 No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employees' classification.

35.11.2 Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.

35.11.3 Employees may be transferred from one site to another site and the employer shall provide, where necessary, transport.

35.12 **Completion of Concrete Pours and Emergency Work**

- 35.12.1 Except as provided in this sub-clause an employee shall not work or be required to work in the rain.
- 35.12.2 Employees shall not be required to start a concrete pour in inclement weather.
- 35.12.3 Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- 35.12.4 If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee shall, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- 35.12.5 The provisions of 35.12.3 and 35.12.4 hereof shall also apply in the case of emergency work where the employees concerned and their delegates agree that the work is of an emergency nature and can start and/or proceed.

35.13 **Safety**

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

35.14 **Additional Wet Weather Procedure**

35.14.1 **Remaining On Site**

Where employees are prevented from working because it is raining:

- a) for more than an accumulated total of four hours of ordinary time in any one day; or
- b) after the meal break, as provided for in clause 28.1 of the Award, for more than an accumulated total of 50% of the normal afternoon work time; or
- c) during the final two hours of the normal work day for more than an accumulated total of one hour,

the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by agreement between the employer and/or the employers representative and the employee's representative the employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours (refer clause 35.10).

35.14.2 Rain at Starting Time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- The rain stops; or
- A covered walkway has been provided; or
- The sheds are under cover and the employees can get to the dry area without going through the rain; or
- Adequate protection is provided. Protection shall, where necessary, be provided for the employees' tools.

In this clause, a dry area shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

Part VI – Hours of Work, Breaks, Overtime, Shift Work, Weekend Work

36. HOURS OF WORK, ROSTERED DAYS OFF AND PROTECTION OF LEISURE TIME

36.1 Hours of Work

36.1.1 Ordinary hours of work will be eight (8) hours per day Monday to Friday with the notional weekly hours based on a 36 hour week in accordance with clause 36.5.

36.1.2 Ordinary daily hours may be worked between the hours of 6:00 am and 6:00 pm.

36.1.3 The Company has the right to alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times the Company will consult with the affected employees and

- provide not less than eighteen hours notice to affected employees of the change to start and finish times;
- provide an opportunity to affected employees to advise of individual personal or family circumstances relevant to change to start and finish times; and shall consider any such advice from affected employees;
- have regard to its obligations to provide a safe and healthy workplace; and
- have regard to the intention of avoiding excessive overtime.

36.1.4 Any dispute about exercise of the employer's right to alter start and finish times may be referred to FWA for determination pursuant to clause 11.

36.1.5 One ten minute paid morning rest break and one 30 minute unpaid lunch break will be scheduled within ordinary time to be taken no later than 6 hours after work starts.

36.1.6 From the first pay period commencing on or after 1 March 2012, the 20 minute rest break prescribed in clause 28.2.3 of the Award shall only be applicable where the employee is required to work more than two hours overtime after the usual ceasing time of the day or shift, and shall be paid at ordinary time rates.

Provided that in accordance with clause 28.2.3 of the Award, employees who take payment in lieu of stopping work for this break will be regarded as having worked a further 20 minutes and shall be paid accordingly.

36.2 Overtime

- 36.2.1 Except as varied herein, overtime will be worked in accordance with the provisions of the award
- 36.2.2 Such overtime will be calculated by applying the divisor of 1/36th to the employee's weekly rate as prescribed herein.
- 36.2.3 From the first pay period commencing on or after 1 March 2012, all overtime shall be paid at double ordinary time rates.
- 36.2.4 Subject to the eligibility requirements of clause 24.9 of the Award, an employee required to work overtime for one and one half hours or more after working ordinary hours must be paid by the employer the amount of \$11.90 to meet the cost of a meal. This allowance shall be increased during the life of this Agreement as follows:

From the first pay period commencing on or after 1 March 2012	\$15.00
From the first pay period commencing on or after 1 March 2013	\$18.00
From the first pay period commencing on or after 1 March 2014	\$21.00
From the first pay period commencing on or after 1 March 2015	\$24.90

36.2.5 Saturdays, Sundays and Public Holidays (prior to the first pay period commencing on or after 1 March 2012)

- (a) Overtime worked on a **Saturday** will be paid for at the rate of time and one half ordinary time rates for the first two hours and double ordinary time rates thereafter. Employees required to work on a Saturday will be afforded a minimum 4 hours work, or be paid as if for 4 hours at the aforementioned overtime rates.

Provided that when a site is restrained (by Council restriction) from commencing work before 9.00am on a Saturday, all overtime will be paid for at double ordinary time rates, and a minimum of 4 hours work shall be paid.

To be entitled to payment for the 4 hour minimum, employees must remain on site for that period and be available for normal work.

An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined Rest Period/Crib Break after four hours work, such time to be paid as per subclause (d)i hereof, with a further 20 minute Crib break to be paid as per subclause (d)ii hereof if the overtime continues past 8 hours worked.

In the case of overtime work being cancelled by the Company at the end of the 4 hour minimum or any time thereafter, employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined Crib/Rest Period (see (d) hereof).

If work proceeds beyond the 4 hours minimum then employees will be paid for all time so worked.

- (b) Overtime worked on a **Sunday** will be paid for at the rate of double ordinary time rates.
- (c) Overtime worked on a **Public Holiday** will be paid for at the rate of double time and one half ordinary time rates.
- (d) In all cases the payment for meal and rest breaks will be:
 - i. one 30 minute combined Rest Period/Crib Break paid at the appropriate rate and taken at an agreed time during the morning;
 - ii. a further 20 minute Crib break paid at double ordinary time rate if total worked hours are in excess of eight hours.

Saturdays, Sundays and Public Holidays (from the first pay period commencing on or after 1 March 2012)

- (a) Overtime worked on a **Saturday or Sunday** will be paid for at the rate of double ordinary time rates. Employees required to work on a Saturday or Sunday will be afforded a minimum 4 hours work, or be paid as if for 4 hours at the aforementioned overtime rates.

To be entitled to payment for the 4 hour minimum, employees must remain on site for that period and be available for normal work.

An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined Rest Period/Meal/Crib Break after four hours work, such time to be paid at double ordinary time rates, with a further 20 minute Crib break to be paid at double ordinary time rates if the overtime continues past 8 hours worked.

In the case of overtime work being cancelled by the Company at the end of the 4 hour minimum or any time thereafter, employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined Crib/Meal/Rest Period if not already taken.

If work proceeds beyond the 4 hours minimum then employees will be paid for all time so worked.

- (b) Overtime worked on a **Public Holiday** will be paid for at the rate of double time and one half ordinary time rates.

36.2.6 Rest Period After Overtime

Where it is necessary to work extended overtime, it is agreed that no employee shall resume or continue to work without having had ten consecutive hours off duty between the termination of the overtime and the commencement of the employee's ordinary work on the next day or shift.

In the event that an employee agrees to a request from site management to resume or continue to work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary time rates until the employee is released from duty for such period.

An employee who has worked continuously (except for meal and crib times allowed by this Agreement) for 20 hours shall not be required to continue at or recommence work for at least 12 hours and shall not be disadvantaged.

36.2.7 Offer and Acceptance of Weekend Overtime

Offer of weekend overtime will be made to employees prior to the normal meal break on Thursday. However, where through extraordinary circumstances the Company is either (i) unable to give such notice, or (ii) unable to proceed with such scheduled overtime, the Company may offer / cancel such overtime by notifying affected employees before the finish time of ordinary hours on Friday.

Overtime will be offered on a work required basis.

Employees who accept an offer of weekend overtime will be obliged to attend. However, employees through extraordinary circumstances, may find themselves unable to fulfil their commitment to attend site. Such employees will notify the Company before the planned finishing time on Friday.

36.3 Leisure Time Protected

It is the intention of the parties that excessive overtime will not be worked.

To this end the general standard of weekly hours will usually not be more than 56 per week (Monday to Saturday), provided that the aforesaid 'usual weekly hours' may by agreement between the parties be exceeded from time to time to meet the needs of the project, or a specific task on a project.

The intentions of the parties in this matter are:

- The employer is not restricted as to the setting of daily hours within the 56 hour standard;
- It is acknowledged that additional hours are necessary for particular personnel (e.g. [without limiting the foregoing] crane crews; peggies; first aiders; hoist drivers; concrete finishers; site security personnel), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry;
- If time is lost on a project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime;

Nothing in this clause shall be read as to imply that payment as for 56 hours is guaranteed, and nothing in this clause shall diminish the right of the employer to schedule a lesser weekly program of hours.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- a) any risk to employee health and safety;
- b) the employee's personal circumstances including any family responsibilities;
- c) the needs of the workplace or enterprise;
- d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- e) any other relevant matter.

36.4 **Work on Fridays**

The parties will endeavour to ensure that wherever possible normal productive work shall cease at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the parties will ensure that a sensible approach to this clause is maintained. That is, work will be able to continue if the work is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed. Other circumstances where work will be able to continue include the following: to recover time lost due to excessive periods of inclement weather, matters not necessarily the fault of the employer which have led to the project being delayed or behind schedule, the requirement to meet the Principal's work program and unexpected delays in the project due to scheduling of other works or supply of materials.

36.5 **Work Cycles & Rostered Days Off**

- 36.5.1 The ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the 'RDO'. RDOs are paid at the ordinary time rate paid to employees at the time of taking the RDO, and shall include the daily 'Fares & Traveling Allowance', and any applicable Site Allowance as prescribed by this Agreement.

Provided that twenty-six RDOs shall be accrued by an employee in each twelve months continuous service.

- 36.5.2 Each day of paid leave taken and any holiday (as prescribed in clause 36 – Public Holidays and Holiday Work – of the Award), occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.
- 36.5.3 Upon commencement of employment, employees who have not worked a complete ten day/two week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDOs will be paid in full as they occur.

Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlements, and no more, have been provided. This means that employees then having received more RDO's than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

36.5.4 **RDO Schedule**

- a) The calendars for 2011, 2012, 2013, 2014 and 2015, and Christmas Closedown dates for 2011/2012, 2012/2013, 2013/2014, 2014/2015 and 2015/2016 have been agreed and are attached (Appendix I).

(b) **Work on Scheduled RDOs**

Work may take place on a scheduled RDO or on any substituted day where it is required by the Company and such work is necessary to allow other employees to be employed productively to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons

arising from unforeseen or emergency circumstances on a project. Such circumstances would include the following: excessive periods of inclement weather, matters not necessarily the fault of the employer which has led to the project being delayed or behind schedule, the requirement to meet the principal's work program and unexpected delays in the project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

Where the Company requires work to be performed on a Scheduled RDO (or any substituted day) because of the existence of any of the above, it will:

- 1) At least 7 calendar days prior to the RDO consult with the effected employees; and
- 2) Notify the union in writing (fax or email) at least 7 calendar days prior to the RDO that work will be performed. The attached notification form (Appendix J) may be used by the Company for this purpose.

Employees who agree to work will work on the scheduled RDO (or any substituted day).

An employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:

- the hours of work that will be worked by that employee in the week of the scheduled RDO;
- the employee's family responsibilities; and
- any other special circumstances peculiar to the employee.

An employee cannot be required to work on more than two scheduled RDOs in any six week period.

Such work shall be paid for at ordinary time rates of pay.

The untaken RDO will be re-scheduled to another day falling within six weeks of the originally scheduled day provided that the re-scheduled RDO is to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the parties, such agreement not to be unreasonably withheld.

Disputes

Concerning the Company's intent to work on a particular scheduled RDO

Where in accordance with the disputes resolution procedure, the union has been advised by the effected employees of a concern regarding the process undertaken to work on the scheduled RDO (or substituted day) it will, within 1 working day of the provision of the Company's notification, notify the Company and the Disputes Panel of this concern.

Given the nature of the urgency of such matters, the Disputes Panel will prioritise such disputes to be heard within 1 working day (where practicable).

Prior to the scheduled Disputes Panel hearing, the parties may hold discussions to attempt to resolve the matter.

Where the union fails to notify the Company and the Disputes Panel within 1 working day, work shall be performed on the scheduled RDO (or substituted day) in question unless prior to the scheduled RDO (or substituted day), the Disputes

Panel has heard the matter and determined that the necessary requirements for working on a schedule RDO (or substituted day) under this clause have not been met by the Company.

Concerning the operation of this sub-clause

Where an employee(s), an employee representative or the union have a concern over the Company's operation of this provision, they may at any time request to review the Company's practice. If necessary, the matter could be referred to the Disputes Panel for review.

Any such review must be independent of any particular intention to work on a scheduled RDO.

(c) Unforeseen and Emergency Scheduled RDO work where 7 Days Notice not Provided

If 7 calendar days notice is not provided by the Company in accordance with 36.5.4(b), then the affected employees, in addition to accrued entitlements, shall be paid penalty rates and provisions as prescribed for Sunday work in the award.

36.5.5 Alternate RDOs

- a) Where the company and a majority of the company's employees at an enterprise or job site agree, another day may be substituted for the scheduled RDO.
- b) The union shall be notified concerning such substitution, such notification will take place 5 working days prior to the change being implemented.
- c) Where there is a dispute in relation to an alternate RDO, the matter may be determined in accordance with clause 11 – Disputes Resolution Procedure – of this Agreement.

36.6 Banking of RDOs

- (a) Where the company and an employee agree up to five RDOs may be accrued for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed.

Details of such banked RDOs shall be entered on to each employee's employment records.

- (b) Where there is a dispute in relation to the operation of this subclause, the matter will be determined in accordance with Clause 11 – Disputes Resolution Procedure of this Agreement.

37 SHIFT WORK

All shift work shall be paid at the rate of double time for all hours worked.

It is not automatically required that Employee Representatives and Health & Safety Representatives be in attendance on any occasion that shift work is being done.

Provided that at all such times there shall be available a person qualified in First Aid.

Part VII – Leave & Public Holidays

38. ANNUAL LEAVE & CHRISTMAS CLOSEDOWN

38.1 Annual Leave

This clause is intended to summarise the Award entitlement. It is not intended to replace or over-ride the Award.

Employees (other than casuals) will accrue annual leave entitlements at the rate of four weeks per year of continuous service (less the period of annual leave).

The parties acknowledge that it is not beneficial for employees to have extensive periods of work without taking annual leave. Annual Leave shall be given and taken in accordance with the Award requirements.

The balance of an employee's accrued entitlements should be taken at mutually convenient times.

Annual Leave is paid at the ordinary rate being paid to the employee immediately prior to the taking of the Annual Leave, plus 17½% loading.

38.2 Easter and Christmas Closedown

38.2.1 It is agreed that whenever annual leave is to be taken in conjunction with Easter and/or the Christmas/New Year period, it is to be taken in accordance with the following procedure.

38.2.2 The Company will observe Easter and the Christmas-New Year Industry Closedown as set down in the agreed calendars (see cl. 36.5.4 hereof) and will require employees to take some Annual Leave at this time.

38.2.3 Employees who have not accrued sufficient pro rata annual leave prior to commencement of Easter and/or the Christmas/New Year period, may be stood down by the Company to give that employee at least the minimum leave of absence required.

38.2.4 Where the Company decides to close a site over the Christmas/New Year period for any period in excess of the agreed minimum closedown, up to and including 20 Annual Leave days, then the Company shall give at least 2 months' notice to employees as per the Award. Employees who have no, or insufficient, accrued annual leave equal to the period of the closure, may be stood down for that period.

38.2.5 Notwithstanding anything elsewhere contained in this Agreement, the Company may request any employee to work in unforeseen or emergency circumstances during Easter and/or the Christmas period on an essential project such as schools, hospitals, manufacturing industry shutdowns, etc. In any such event the Company shall recognise the individual right of employees not to work, provided that employees shall not unreasonably refuse such a request.

38.2.6 It is a breach of this Agreement and the Award for an employee to be paid his/her full accrual, or part thereof, of annual leave at Christmas or any other time, unless that employee takes such annual leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this Sub Clause.

39. SICK LEAVE

This clause is intended to summarise the Award entitlement. It is not intended to replace or over-ride the Award.

New employees (other than casuals) accrue sick leave entitlements of one day per month at the beginning of each of the first ten months of employment. Thereafter, 10 days are added to the employee's entitlement on each anniversary of the employee's engagement. Unused sick leave entitlements in any year can be carried forward in an accumulated total for up to ten years.

An employee will be granted sick leave up to the limit of his/her accrued entitlement if he/she is absent from work due to personal illness or injury (other than injury covered by Worker's Compensation) and up to five days per year where he/she is required to be the primary care giver for an ill or injured family member, subject to:

- the employee notifying the Company within 24 hours of the commencement of sick leave; and
- providing to the Company's satisfaction that the sick leave is/was justified; and
- providing a Doctor's certificate for any multiple day absence, or single day absences in excess of two single day absences per year (or a statutory declaration where the employer accepts it as appropriate).

If a terminated employee is re-engaged by the Company within a period of 6 months, the employee's unclaimed sick leave from the previous engagement will continue from the date of re-engagement, unless these days have been notified to the Construction Industry Portable Sick Leave Scheme, in which case they will be available from this scheme.

Sick leave is paid at the ordinary rate.

40. PARENTAL LEAVE

This clause is intended to summarise the Award entitlement. It is not intended to replace or over-ride the Award.

After 12 months of continuous employment, an employee (other than a casual) may take up to 52 weeks of unpaid leave for the purposes of caring for a new born or newly adopted child. The leave may be taken by either the mother or father or a combination but in all cases the total leave taken may not exceed 52 weeks. The employee will provide the Company with substantiating documentation if requested.

41. COMPASSIONATE LEAVE

This clause is intended to summarise the National Employment Standards (the NES) entitlement. It is not intended to replace or over-ride the NES.

Employees (other than a casual) will be entitled to two days paid leave at the ordinary rate in the event a member of their immediate family or household either dies or has a personal illness or injury that poses a serious threat to their life. Further unpaid leave may be granted. The employee will provide the Company with substantiating documentation if requested.

42. JURY SERVICE

This clause is intended to summarise the Award entitlement. It is not intended to replace or over-ride the Award.

An employee (other than a casual) called for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours expended at the Court.

The employee will provide the Company with proof of attendance, duration of attendance and amount received in respect thereof.

43. BUILDING INDUSTRY PICNIC DAY

The parties agree that Building Industry Picnic Day will continue to apply during the life of this Agreement in accordance with the following:

- I. The first Monday in December of each year shall be the building industry picnic day, except in Mildura. The second Monday in December shall be the building industry picnic day within an area of 25 kilometres from Mildura
- II. All employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.
- III. Any employee required to work on this day shall be paid at the rate of double time and a half; provided that an employee who attends for work as required on this day shall be paid for not less than four hours work.
- IV. The company may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the company payment need not be made unless the evidence is produced.
- V. Where the company holds a regular picnic for his/her employees on some other working day during the year such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

44. LONG SERVICE LEAVE

Long Service Leave benefits will be as provided by Co-Invest.

Part VIII - Training & Related Matters

45. TRAINING AND RELATED MATTERS

The parties recognise that in order to increase the efficiency and productivity of the Company, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore the parties agree:

- a) If the Company employs five (5) or more tradespersons in any one classification it undertakes to employ at least one (1) apprentice or make arrangements to host an apprentice from an agreed accredited group apprenticeship scheme.
- b) If the Company does not currently have an apprentice as provided for in paragraph a), reasonable time shall be allowed to enable the Company to comply with this clause. Further, the parties are committed to a strong ratio of apprentices in the industry.
- c) All apprentices must attend their official off-site apprenticeship training at a Registered Training Organisation ("RTO") that is acceptable to the apprentice and the Company. The preferred RTOs are the established TAFE college network, but private RTOs may be used if agreed to by the parties.
- d) The Company is committed to providing employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed (i.e. Construction Training Australia endorsed) competency standards and curriculum;
- e) The Company will actively encourage employees to seek formal recognition of their skills (i.e. recognition of prior learning); and
- f) The Company will use agreed accredited training providers to provide training as contemplated by this clause to employees.
- g) The parties will consult on the development of training programs which are consistent with the following:
 - Training provided will be consistent with the Company's business requirements, relevant to the work of the employees, consistent with the skills development of each employee and with applicable national competency standards.
 - Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.
 - If an approved training activity is undertaken during ordinary working hours, the employee/s concerned shall not suffer any loss of pay.
 - Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of the employer, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with the Company.

- Training costs of courses approved by the Company will be met by the Company (e.g. White Card).
- The Company will not be asked to meet the costs of training undertaken by employees which was not approved by the Company.
- Leave of absence granted pursuant to this clause shall count as service for all purposes of the award and this agreement.

Part IX – General Employment Arrangements

46. AMENITIES

Amenities shall be provided as prescribed in Appendix E of this Agreement.

47. CLOTHING ISSUE AND SAFETY FOOTWEAR & EQUIPMENT

47.1 Mandatory Equipment

All employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on a project.

These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced on demand.

47.2 Work Clothing

Two sets of cotton drill protective clothing will be issued to all employees, upon request, within two weeks of commencing work with the Company. Employees will be made aware of these entitlements at the time of employment.

A set of clothing will consist of either:

- Two pairs of overalls; or
- Two combination bib and brace; or
- Two pairs of long trousers and two long sleeved shirt; or
- Work denims at cost no greater than the above three choices
- Clothing and footwear will be replaced on a fair wear and tear basis.

47.3 Winter Jackets

All new employees engaged on Company projects between 1 May and 31 August will be issued, with one "bluey" jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis.

48. TOOL STORAGE

The Company shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if requested buy the employee), a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools, and on multi-storey and major projects the Company shall provide, where possible, a suitable lock-up for employees' tools within a reasonable distance of the work area of large groups of employees.

Where an employee is absent from work because of illness or accident and has advised the employer in accordance with Clause 33 – Personal Leave of the Award, the employer shall ensure that the employee's tools are securely stored during his/her absence.

49. DRUGS & ALCOHOL POLICY

The parties acknowledge the affect that employees with drug and/or alcohol problems can cause in the workplace. Any employee with such a problem can lead to a loss in productivity, an unsafe workplace and loss of morale amongst the company. To this end the parties encourage such persons with a problem to seek help.

To that end the parties agree to apply the Drug & Alcohol policy as contained in Appendix H.

50. REHABILITATION PROGRAM

The company agrees to the implementation of an agreed worker's compensation rehabilitation policy. The operation of this policy shall be reviewed on a regular basis.

The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties are provided when available. No employee will be terminated whilst on workers compensation during the first 12 months without prior consultation with the employee (and union official if requested by the relevant employee).

The parties agree that the person responsible for the management of rehabilitation cases must be adequately trained to do the job. If such a person is not available within the company, then the services of an agreed building industry rehabilitation coordination service will be used.

The parties to this Agreement shall ensure that any employee who sustains a work related injury, illness or disease, will be afforded every assistance in utilising a rehabilitation program aimed at returning that employee to meaningful employment within the industry.

51. NO EXTRA CLAIMS

This Agreement is intended to deal comprehensively with all the matters which pertain to the employment relationship between the Company and its employees. The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described whether or not any matter, claim or demand is specifically addressed within the Agreement

The parties must not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship. The parties further undertake to not, during the life of this Agreement, initiate any campaigns of direct industrial action intended to secure new and improved rates and conditions during the term of this agreement or at the end of this Agreement.

52. SIGNATORIES

1. Signed for and on behalf of **the employer:**

Name (print): PAUL MOHRING

Company: RESOURCITY PTY LTD

Company Position: DIRECTOR

Address: 78 DORSET ROAD, CROYDON, VIC 3136

Signature:

Witness:

Date: 02-02-2012

2. Signed for and on behalf of the **CONSTRUCTION FORESTRY MINING & ENERGY UNION:**

Name: **RALPH EDWARDS**
..... **PRESIDENT**

Position:

Address: 500 Swanston Street, Carlton South, VIC 3053

Signature:

Witness:

Date: 2/2/12

APPENDIX A

Classification Structure

CW1 92.4%	<u>Group 3 Builder's Labourer</u>
Trades person's assistant	
Formwork stripper	
Concrete gang	
Peggie	
Demolition labourer	
Etc.	
CW2 96%	<u>Group 2 Builder's Labourer</u>
Scaffolder	
Steelfixer	
Concrete Finisher	
Tack Welder	
CW3 100%	<u>Trades Level/Group 1 Builder's Labourer</u>
All Tradespersons	
Rigger-Dogmen	
Sign industry worker	
Grade 1 and 2 Operator	
CW4 105%	<u>Plant Operator Grade 3</u>
Signwriter	
Letter cutter	
Marker/Setter Out	
CW5 110%	<u>Special Class Trades</u>
Operator Grade 4	
Carver	
Trainee Dogman/Crane Crew (VIC)	
CW6 115%	
CW7 120%	<u>Crane Crew Dogman (VIC)</u>
Crane Hand (Fixed Cranes) (VIC)	
Tower Crane Operator (VIC)	
135%	<u>Carpenter Diver (Vic and NSW)</u>

APPENDIX B

PAY RATES

SECTION 1

**AT Commencement of Agreement
(i.e. from 1st Pay Period Beginning on/after 1 MARCH 2011)**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per day (0.8) \$
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TRADES CLASSIFICATIONS

CW3 – 100%					
Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plasterer	32.34	1164.24	97.02	19.33	25.87
Bricklayer	32.08	1154.88	96.24	19.20	25.66
Painter – New Work	31.62	1138.32	94.86	18.96	25.30
Painter – Re-paint	31.57	1136.52	94.71	18.93	25.26
CW4 – 105%					
Marker/Setter Out; Letter Cutter	33.66	1211.76	100.98	20.03	26.93
Sign-writer	32.96	1186.56	98.88	19.66	26.37
CW5 – 110%					
Special Class Tradesperson: Carver	34.94	1257.84	104.82	20.70	27.95

LABOURERS

CW3 – 100%					
Grade 1 – Rigger; Dogman	31.44	1131.84	94.32	18.86	25.15
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	30.39	1094.04	91.17	18.31	24.31
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	29.47	1060.92	88.41	17.83	23.58

CRANE CREWS – BUILDING SITES (Hourly Rate)

CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	36.62	1318.32	109.86	21.58	29.30
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	34.06	1226.16	102.18	20.24	27.25

APPENDIX B

Section 1 (cont'd)

**AT Commencement of Agreement
(i.e. from 1st Pay Period Beginning on/after 1 MARCH 2011)**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	35.50	1278.0	106.50	20.99	28.40
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	33.00	1188.0	99.00	19.68	26.40
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	31.75	1143.0	95.25	19.02	25.40
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	30.46	1096.5	91.38	18.35	24.37

APPENDIX B

Section 1 (cont'd)

APPRENTICES

AT Commencement of Agreement
(i.e. from 1st Pay Period Beginning on/after 1 MARCH 2011)

	Wages Per week	Daily Fares Allowance	Weekly Pro-Rata Annual Leave	Weekly Pro Rata A/L Loading
	\$	\$	\$	\$
Carpenters/Joiners; Stonemasons; Tilelayers; Plasterer; etc.				
1 st 3 months**	439.80	24.25	36.65	8.18
Next 9 months ##	551.20	24.25	45.93	9.81
2 nd Year	662.70	27.50	55.23	11.67
3 rd Year	885.60	29.10	73.80	15.04
4 th Year	1052.80	30.75	87.73	17.60
Bricklayer				
1 st 3 months **	376.00	24.25	31.33	7.25
Next 9 months ##	487.30	24.25	40.61	8.87
2 nd Year	709.80	27.50	59.15	12.36
3 rd Year	932.30	29.10	77.69	15.72
Painter				
(a) WITH NO Pre-Apprenticeship Training				
1 st 3 months	418.00	24.25	34.83	7.86
Next 9 months	528.80	24.25	44.07	9.48
2 nd Year	639.60	27.50	53.30	11.33
3 rd Year	861.30	29.10	71.78	14.68
4 th Year	1027.50	30.75	85.63	17.23
(b) WITH Pre-Apprenticeship Training				
1 st Year	584.20	24.25	48.68	10.29
2 nd Year	861.30	27.50	71.78	14.57
3 rd Year	1027.50	29.10	85.63	17.11

Weekly Rates include Tool Allowance

**** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course**

Start (1st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.

Apprentice rates for 2012, 2013 and 2014 will be calculated in accordance with Clause 23.2.5 hereof, and published prior to 1 March date in each year.

APPENDIX B

PAY RATES

SECTION 2

FROM 1st Pay Period Beginning on/after 1 MARCH 2012
(1st Agreement Increment - 5%)

	Rate Per Hour	Rate Per Week	Weekly Pro- Rata Annual Leave	Weekly Pro-Rata A/L Loading	RDO Accrual Per Day (0.8)
	\$	\$	\$	\$	\$
TRADES CLASSIFICATIONS					
CW3 – 100%					
Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plasterer	33.96	1222.56	101.88	20.30	27.17
Bricklayer	33.68	1212.48	101.04	20.16	26.94
Painter – New Work	33.20	1195.20	99.60	19.91	26.56
Painter – Re-paint	33.15	1193.40	99.45	19.88	26.52
CW4 – 105%					
Marker/Setter Out; Letter Cutter	35.34	1272.24	106.02	21.03	28.27
Sign-writer	34.61	1245.96	103.83	20.65	27.69
CW5 – 110%					
Special Class Tradesperson: Carver	36.69	1320.84	110.07	21.74	29.35
LABOURERS					
CW3 – 100%					
Grade 1 – Rigger; Dogman	33.01	1188.36	99.03	19.81	26.41
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	31.91	1148.76	95.73	19.23	25.53
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	30.94	1113.84	92.82	18.72	24.75

CRANE CREWS – BUILDING SITES (Hourly Rate)					
CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	38.45	1384.2	115.35	22.66	30.76
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	35.76	1287.3	107.28	21.25	28.61

APPENDIX B

Section 2 (cont'd)

**From 1st Pay Period Beginning On/After 1 March 2012
(1st Agreement Increment –5%)**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	37.2	1342.	111.84	22.05	29.82
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	34.6	1247.	103.95	20.67	27.72
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	33.3	1200.	100.02	19.98	26.67
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	31.9	1151.	95.94	19.27	25.58

APPENDIX B

Section 2 (cont'd)

APPRENTICES

FROM 1st Pay Period Beginning on/after 1 MARCH 2012
(1st Agreement Increment – ?%)

Trade	Wages Per Week \$	Fares Per \$	Weekly Pro-Rata A/L \$	Weekly Pro-Rata A/L Loading \$	RDO Credit Per Day (0.8) \$
Carpenter/Joiner; Plasterer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
4 th Year					
Bricklayer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
Painter					
a) NO Pre-Apprenticeship Course					
1 st 3 Months					
Next 9 Months					
2 nd Year					
3 rd Year					
4 th Year					
b) WITH Pre-Apprenticeship Course					
1 st Year					
2 nd Year					
3 rd Year					
** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course					
## Start (1st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.					

Apprentice rates for 2012, 2013, 2014 and 2015 will be calculated in accordance with Clause 23.2.5 hereof, and published prior to 1 March date in each year.

APPENDIX B

PAY RATES

SECTION 3

FROM 1st Pay Period Beginning on/after 1 MARCH 2013
(2nd Agreement Increment – 5%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro- Rata Annual Leave \$	Weekly Pro- Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
TRADES CLASSIFICATIONS					
CW3 – 100%					
Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plasterer	35.66	1283.76	106.98	21.32	28.53
Bricklayer	35.36	1272.96	106.08	21.16	28.29
Painter – New Work	34.86	1254.96	104.58	20.90	27.89
Painter – Re-paint	34.81	1253.16	104.43	20.87	27.85
CW4 – 105%					
Marker/Setter Out; Letter Cutter	37.11	1335.96	111.33	22.08	29.69
Sign-writer	36.34	1308.24	109.02	21.68	29.07
CW5 – 110%					
Special Class Tradesperson: Carver	38.52	1386.72	115.56	22.82	30.82
LABOURERS					
CW3 – 100%					
Grade 1 – Rigger; Dogman	34.66	1247.76	103.98	20.80	27.73
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	33.51	1206.36	100.53	20.19	26.81
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	32.49	1169.64	97.47	19.66	25.99
CRANE CREWS – BUILDING SITES (Hourly Rate)					
CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	40.37	1453.	121.1	23.79	32.30
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	37.55	1351.	112.6	22.31	30.04

APPENDIX B

Section 3 (cont'd)

**FROM 1st Pay Period Beginning on/after 1 MARCH 2013
(2nd Agreement Increment – 5%)**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	39.1	1409.	117.42	23.15	31.31
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	36.3	1309.	109.14	21.70	29.10
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	35.0	1260.	105.03	20.98	28.01
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	33.5	1208.	100.74	20.23	26.86

Appendix B

Section 3 (cont'd)

APPRENTICES

**FROM 1st Pay Period Beginning on/after 1 MARCH 2013
(2nd Agreement Increment – 5%)**

Trade	Wages Per Week \$	Fares Per day \$	Weekly Pro-Rata A/L \$	Weekly Pro-Rata A/L Loading \$	RDO Credit Per Day (0.8) \$
Carpenter/Joiner; Plasterer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
4 th Year					
Bricklayer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
Painter					
a) NO Pre-Apprenticeship Course					
1 st 3 Months					
Next 9 Months					
2 nd Year					
3 rd Year					
4 th Year					
b) WITH Pre-Apprenticeship Course					
1 st Year					
2 nd Year					
3 rd Year					
** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course					
## Start (1st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.					

Apprentice rates for 2012, 2013, 2014 and 2015 will be calculated in accordance with Clause 23.2.5 hereof, and published by the industry parties prior to 1 March date in each year.

**FROM 1st Pay Period Beginning on/after 1 MARCH 2014
(3rd Agreement Increment - 5%)**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per day (0.8) \$
TRADES CLASSIFICATIONS					
CW3 – 100%					
Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plasterer	37.44	1347.84	112.32	22.39	29.95
Bricklayer	37.13	1336.68	111.39	22.22	29.70
Painter – New Work	36.60	1317.60	109.80	21.95	29.28
Painter – Re-paint	36.55	1315.80	109.65	21.92	29.24
CW4 – 105%					
Marker/Setter Out; Letter Cutter	38.97	1402.92	116.91	23.19	31.18
Sign-writer	38.16	1373.76	114.48	22.76	30.53
CW5 – 110%					
Special Class Tradesperson: Carver	40.45	1456.20	121.35	23.97	32.36
LABOURERS					
CW3 – 100%					
Grade 1 – Rigger; Dogman	36.39	1310.04	109.17	21.84	29.11
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	35.19	1266.84	105.57	21.21	28.15
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	34.11	1227.96	102.33	20.64	27.29

CRANE CREWS – BUILDING SITES (Hourly Rate)					
CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	42.39	1526.04	127.17	24.99	33.91
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	39.43	1419.48	118.29	23.43	31.54

Appendix B (cont'd)

Section 2 (cont'd)
FROM 1st Pay Period Beginning on/after 1 MARCH 2014
(3rd Agreement Increment – ?%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	41.10	1479.6	123.30	24.31	32.88
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	38.20	1375.2	114.60	22.79	30.56
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	36.76	1323.3	110.28	22.03	29.41
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	35.26	1269.3	105.78	21.24	28.21

Appendix B

Section 2 (cont'd)

APPRENTICES

FROM 1st Pay Period Beginning on/after 1 MARCH 2014
 ((3rd Agreement Increment - 5%)

Trade	Wages Per Week \$	Fares Per day \$	Weekly Pro-Rata A/L \$	Weekly Pro-rata A/L Loading \$	RDO Credit Per Day (0.8) \$
Carpenter/Joiner; Plasterer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
4 th Year					
Bricklayer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
Painter					
a) NO Pre-Apprenticeship Course					
1 st 3 Months					
Next 9 Months					
2 nd Year					
3 rd Year					
4 th Year					
b) WITH Pre-Apprenticeship Course					
1 st Year					
2 nd Year					
3 rd Year					
** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course					
## Start (1st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.					

Apprentice rates for 2012, 2013, 2014 and 2015 will be calculated in accordance with Clause 23.2.5 hereof, and published by the industry parties prior to 1 March date in each year.

**FROM 1st Pay Period Beginning on/after 1 MARCH 2015
(4th Agreement Increment - 5%)**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per day (0.8) \$
TRADES CLASSIFICATIONS					
CW3 – 100%					
Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plasterer	39.31	1415.16	117.93	23.50	31.45
Bricklayer	38.99	1403.64	116.97	23.34	31.19
Painter – New Work	38.43	1383.48	115.29	23.04	30.74
Painter – Re-paint	38.38	1381.68	115.14	23.02	30.70
CW4 – 105%					
Marker/Setter Out; Letter Cutter	40.92	1473.12	122.76	24.35	32.74
Sign-writer	40.07	1442.52	120.21	23.90	32.06
CW5 – 110%					
Special Class Tradesperson: Carver	42.47	1528.92	127.41	25.16	33.98
LABOURERS					
CW3 – 100%					
Grade 1 – Rigger; Dogman	38.21	1375.56	114.63	22.93	30.57
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	36.95	1330.20	110.85	22.26	29.56
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	35.82	1289.52	107.46	21.67	28.66

CRANE CREWS – BUILDING SITES (Hourly Rate)					
CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	44.51	1602.36	133.53	26.23	35.61
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	41.40	1490.40	124.20	24.60	33.12

Appendix B (cont'd)

Section 2 (cont'd)
FROM 1st Pay Period Beginning on/after 1 MARCH 2015
(4th Agreement Increment – 5%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	43.16	1553.76	129.48	25.52	34.53
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	40.11	1443.96	120.33	23.92	32.09
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	38.60	1389.60	115.80	23.13	30.88
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	37.02	1332.72	111.06	22.30	29.62

Appendix B

Section 2 (cont'd)

APPRENTICES

FROM 1st Pay Period Beginning on/after 1 MARCH 2015
(4th Agreement Increment - 5%)

Trade	Wages Per Week \$	Fares Per day \$	Weekly Pro-Rata A/L \$	Weekly Pro-rata A/L Loading \$	RDO Credit Per (0.8) \$
Carpenter/Joiner; Plasterer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
4 th Year					
Bricklayer					
1 st 3 Months **					
Next 9 Months ##					
2 nd Year					
3 rd Year					
Painter					
a) NO Pre-Apprenticeship Course					
1 st 3 Months					
Next 9 Months					
2 nd Year					
3 rd Year					
4 th Year					
b) WITH Pre-Apprenticeship Course					
1 st Year					
2 nd Year					
3 rd Year					
** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course					
## Start (1st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.					

Apprentice rates for 2012, 2013, 2014 and 2015 will be calculated in accordance with Clause 23.2.5 hereof, and published by the industry parties prior to 1 March date in each year.

APPENDIX C

SITE ALLOWANCE PROCEDURE

1. This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowances will not be claimed on any project where the project value is below \$2.7 million.
2. In addition to the wage rates and allowances prescribed, the Company shall pay to employees extra rates as set out in the special rates clause of the Award for the period when individual employees incur those disabilities prescribed by the said clauses, except those special rates which are specifically included in the Site Allowance applicable to a project.
3. The payment of Insulation Allowance shall be paid to individual employees only who are affected (as defined in the Award) by the use of such material.
4. Subject to the foregoing, where the union on behalf of its members, requests an employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:
 - 4.1 Geographic location if the project is contained within the City of Melbourne as defined; or
 - 4.2 The amount contained in Sub-Clause 7.
5. A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following Award special rates - confined space, wet work, dirty work, second-hand timber and fumes. Award special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with the Award conditions.
6. It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.
7. **Site Allowances applicable from 1 October 2011:**
The minimum project value, below which NO Site Allowance is payable, is \$2.7m as at 1 October 2011.

On sites which do not attract this Site Allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with the Award.

- 7.1 **City of Melbourne (as defined in Clause 15. hereof):**
 - (a) **New Projects**

- \$2.7m up to \$208.6m:	\$3.70 per hour worked
- over \$208.6m:	as per subclause 7.2
 - (b) **Renovations, Restoration &/or Refurbishment work**

	\$3.25 per hour worked
--	------------------------

The Site Allowance on projects which are a combination of new and renovation work, shall be governed by the majority of work involved. For example, where the

majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all employees on the project.

7.2 New Projects Victoria

Project Value \$ million	Site Allowance \$p/h
\$2.7 – 7.0m	\$2.10
\$7.0m – 17.3m	\$2.30
\$17.3m – 34.8m	\$2.60
\$34.8m – 69.5m	\$3.05
\$69.5m – 139.1m	\$3.60
\$139.1m – 208.6 m	\$3.70
\$208.6m – 278.0m	\$3.85
\$278.0m – 417.1m	\$4.00
For projects above \$417.1 million, there shall be an increment of 10 cents per additional \$100m or part thereof.	

All new Docklands projects are to be in accordance with the new scale of Site Allowances. Existing projects at Docklands are to remain unchanged regarding site allowance and working hours.

8. The Rates shall be reviewed no later than 30 September 2012 and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.
9. The Site Allowance values and project values in this Clause shall be adjusted by the CPI (All Groups, Melbourne), effective from 1 October 2011 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year.

The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.
10. It is agreed by the parties that no allowance shall be claimed on any project, regardless of its location, where the project value is below \$2.7 million.
11. In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Victorian Building Industry Disputes Panel for determination. Provided that any outcome so determined will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005.
12. In determining the rate, the Panel shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances.

Special and exceptional circumstances may include working on projects where disabilities not comprehended in the Site Allowance procedure described herein exist. This may include where predominately contract metal trades construction/maintenance work is being carried out. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the employees cease industrial action.

13. Any site allowance that is determined in accordance with 11 and 12 above shall be incorporated into the Agreement in accordance with the Fair Work Act 2009.

14. **Shopping Centre Projects**

All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand alone retail facilities having a project value in excess of \$2.7m will attract the then current City of Melbourne Site Allowance.

Where the project is of a mixed purpose, City of Melbourne site allowance rates will apply only where the retail component is at least \$2.7m and occupies at least 51% of the area of the project.

15. **City of Melbourne Definition**

For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:

Commencing at the point where Citylink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, Macarthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevarde and following the waterline to Lorimer Street, and then east along Lorimer Street as far as Citylink (Western Link). Follow Citylink north to Racecourse Road to complete the boundary.

The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street, and Alexandra Parade.

Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

APPENDIX D

PASSENGERS AND MATERIALS LIFTS

1. Definition of Building Where Lift Required

- 1.1 A passenger/materials lift shall be provided on a building which shall, when complete, consist of more than six (6) storey levels excluding the roof, parapets and basement levels (if any), but including the ground floor. (Refer to Sub Clause 2 herein.)
- 1.2 For the purposes of this Sub-Clause, a storey level means structurally completed floor, walls, pillars or columns, and ceilings (not being false ceilings), and shall include mezzanine or similar levels, but excluding "half floors" such as toilet blocks or store rooms located between floors.
- 1.3 For the purpose of defining the number of storey levels in a building; where any plant room or similar structure does not exceed 25 per cent of the top floor area, such plant room or similar structure shall not be counted as a storey level or levels as the case may be.
- 1.4 For a building with sloping or split floors (eg., a car park), the method of determining storey levels shall be by taking the height of that building and dividing its height by the average floor height of a building which does not have sloping or split floors.

2. When Lift Required

The passenger/materials lift shall be in operation from the date of commencement of formwork erection above the floor level of the fifth storey when counted from the lowest adjacent street level. Floor level means that stage of construction which, in the completed building, would constitute the walking surface of each particular floor level.

3. Operation of Lift

- 3.1 The mode of operation of the passenger/materials lift shall be at the discretion of Management, but there shall be landings at intervals of not more than four (4) storey levels. Subject to sub-clause 3.3, an employee would not be required to walk either up or down more than two (2) floors within the range of the lift, or more than four (4) floors within the range of the lift.
- 3.2 When the building has risen so that the formwork exceeds floors above the lift travel, the lift travel shall be extended.
- 3.3 If mechanical or power failure puts the passengers/materials lift out of action, Management must endeavour to correct the failure as soon as possible and have the passengers/materials lift back in use. During such temporary stoppage of the passengers/ materials lift, the employees are expected to walk to their place of work to a maximum of four (4) levels to work in their respective classification, and no industrial action or dispute should take place.

- 3.4 When lifts are also used to carry materials, preference must be given to the transporting of employees at the starting, finishing and lunch times. Starting times of various Trades may be staggered by agreement to avoid lift congestion at starting and finishing times.
- 3.5 Should a crane or cranes on a building not be able to operate (eg., because of wind or mechanical failure), employees will continue to work to a maximum of four (4) levels above the range of the lift, provided that the appropriate emergency service is satisfied that it is capable of being able to provide first aid attendance, and removal if necessary, to/of any employee on any section of the project without the use of the crane/s.
- 3.6 Subject to the provisions of the relevant OH&S legislation, the Lift Driver(s) shall remain on site to operate the lift to carry passengers.

APPENDIX E

AMENITIES

The parties agree that it is the responsibility of the Company to ensure that the amenities prescribed by the Code of Amenities are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the Company, the Company will be allowed reasonable time in which to rectify the problem.

In all instances, the following procedure shall be observed:

1. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc., shall be provided.
2. Where there is an issue relating to amenities, the immediate concern must be to rectify the issue.
3. **Mess/Change Shed Facilities Dimension/Construction Requirements and Construction of Sheds**
 - 3.1 All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
 - 3.2 Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.
 - 3.3 Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
 - 3.4 Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
 - 3.5 Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.
 - 3.6 Provided that 20 or more persons are employed on site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.

4. Contents

- 4.1 In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
- 4.2 In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
- 4.3 In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
- 4.4 Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
- 4.5 Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.
- 4.6 A washable vinyl floor surface in all facilities is to be provided.
- 4.7 Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).
- 4.8 All facilities are to be cleaned and disinfected on a regular basis.
- 4.9 In the messing facilities air-conditioning (cooling) shall be supplied.

5. Sanitary Facilities - Construction

- 5.1 Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials which shall be impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

If closets are of single unit construction (only to be used for the formwork process), not contained within a purpose built ablution block, privacy walls which shield the closet/s from outside view shall be installed. (Privacy walls are not required for purpose built ablution blocks eg ATCO huts)

- 5.2 Where practicable, toilets to be connected to sewerage before commencement of the job.
- 5.3 Closet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.
- 5.4 Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- 5.5 Conveniently accessible closets and urinals are to be distributed every 5th floor on multi storey constructions.
- 5.6 Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

5.7 Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.

5.8 Soap and towels are to be supplied.

6. Closet/Urinal Requirements

6.1	Employees	Closets	Urinals
	1-5	1	Nil
	6-10	1	1
	11-20	2	2
	21-35	3	4
	36-50	4	6
	51-75	5	7
	76-100	6	8

6.2 For each additional 20 persons or part thereof up to 200 persons, one additional urinal and one additional closet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional closet is required. If a slab urinal is provided, each 600 mm shall be regarded as one urinal.

APPENDIX F

INDUSTRIAL RELATIONS TRAINING LEAVE

The parties acknowledge that for workplace representatives to effectively undertake their duties they should have the appropriate level of training. The Company recognises a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that operate at the workplace and the rights and responsibilities under the relevant legislation will assist in minimising industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply.

(a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited employee representative shall, upon application in writing to the Company, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses approved by the Company.

- i. Such courses shall be designed and structured with the objective of promoting good industrial relations within the Company.
- ii. Consultation may take place between the parties in the furtherance of this objective.

(b) For the purposes of this clause an “accredited employee representative” shall mean an employee recognised by the employer in accordance with clause 8 hereof.

(c) The following scale shall apply:

No. of employees covered by this Agreement	Maximum No. of Representatives eligible to attend per year.	Maximum No. of days permitted per year
Up to 15	1	5
16 – 30	2	10
31 – 50	3	15
51 – 100	4	20
101 & over	5	25

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

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

(e) The Company shall advise the training provider within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

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

(g) The Company shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

(h) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessional leave.

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

(j) Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of clause 33.3 of the Award.

(k) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

(l) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of this Agreement.

**APPENDIX G
AWARD CLAUSES INCORPORATED**

The following clauses of the National Building and Construction Industry Award 2000 in operation as at 31/12/2009 are incorporated into this Agreement and operate in accordance with **clause 6** of this Agreement.

Clause Number	Subject Matter
4	Definitions – Only to the extent that clause 4 applies in Victoria
6	Coverage - Only to the extent that clause 6 applies in Victoria
10	Enterprise Flexibility
12	Employer and Employee Duties. Clause 12.3 does not apply.
13	Employment Categories
14	Stand-Down of Employees
15	Presenting for Work But Not Required – Except sub-clause 15.2
16	Redundancy
17	Termination of Employment – Operators – Except sub-clauses 17.1.1, 17.1.2 and 17.2.1
18	Wages and Related Matters - Only to the extent that clause 18 applies to Victoria and excluding the wage rates
19	Award Restructuring in the Building and Construction Industry – Only to the extent that clause 19 applies in Victoria. In relation to Clause 19.3.3(a) a union representative may only be involved in a dispute about the classification or reclassification of an employee if requested by the affected employee/s. In addition, reference to the Reclassification Disputes Board shall mean the Victorian Building Industry Disputes Panel.
20	Junior Labour - Except sub-clauses 20.1 to 20.5, 20.7 and 20.8
22	Mixed Functions
23	Payment of Wages
24	Allowances – Except for the actual rates prescribed for those allowances if the allowance rate is provided for in this Agreement and only to the extent that clause 24 applies in Victoria
25	Special Rates - Except for the actual rates prescribed for those special rates if the special rate is provided for in this Agreement and only to the extent that clause 25 applies in Victoria
26	Superannuation - Only to the extent that clause 26 applies in Victoria
27	Hours of Work - Except sub-clauses 27.1 to 27.4
28	Breaks - Only to the extent that clause 28 applies in Victoria
29.4	Employee directed by employer to work during meal break - except as varied herein
30	Shift Work
31	Weekend Work - except as varied herein
32	Annual Leave
33	Personal Leave
34	Parental Leave
35	Jury Service
36	Public Holidays and Holiday Work - Only to the extent that clause 36 applies in Victoria and provided that clause 36.10 shall not apply to the extent that it allows for the imposition of a penalty on an employee for breach of a requirement to provide notice or evidence for the purpose of substantiating either: an entitlement to sick leave or carer's leave; or a reason for absence from work due to illness, injury or emergency affecting either the employee or a member of the employee's immediate family or household.
Part 8	Transfers, Travelling and Working Away From Usual Place of Work - Only to the extent that Part 8 applies in Victoria
Part 9	Training and Related Matters - Only to the extent that Part 9 applies in Victoria

APPENDIX H

THE VICTORIAN BUILDING INDUSTRY ALCOHOL & OTHER DRUGS POLICY

PREAMBLE

The parties to this Agreement are committed to the provision of safe and healthy workplaces.

The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals on occasions.

There are many factors which determine alcohol and other drug usage patterns. Some relate to personal and social matters. Others may relate to work culture and conditions.

Research has highlighted that the building industry has a high level of alcohol use. This may affect occupational health and safety on building sites.

This policy aims to facilitate the implementation of practical ways in which building workers themselves can address the alcohol and other drug issues which affect them, their families or co-workers. It provides guidelines which may be adapted to meet the specific conditions of different workplaces.

PRINCIPLES

- Safety is paramount on building sites.
- Prevention of safety and health problems is the primary goal of alcohol and drug policy formulation.
- Policy implementation and program management is best founded on consultation and collaboration between employees and management.
- Employees with alcohol and/or other drug problems will be provided with appropriate assistance, support and access to intervention programs without jeopardising their employment.

OBJECTIVES

- To establish a program run by and for building workers, which enables alcohol and other drug issues to be addressed on building sites.
- To expand awareness of alcohol and other drug use as an occupational health and safety issue.
- To enable industrial factors likely to influence alcohol and other drug use (eg. Extended working hours, peer group pressure) to be recognised and addressed.
- To provide a basis for health promotion in the building industry.
- To enable a consistent approach to alcohol and other drug issues across the building industry in Victoria.
- To set out collaborative procedures for dealing with alcohol and drug issues on building sites.

- To provide a structure on-site to assist workers to get any help they need for alcohol and/or other drug problems, confidentially and without jeopardising their employment.
- To enable the development of a network of people; resources and programs managed by and sensitive to the needs of building workers with alcohol and drug problems.

GOALS

- To have this alcohol and other drugs policy adopted for implementation on specific building sites by meetings of workers employed on those sites.
- To increase knowledge amongst workers about health and safety risks associated with alcohol and other drug use.
- To maintain optimum safety on site and to reduce the harmful impact of alcohol and other drug use.
- To provide education about the safe use of alcohol and other drugs.
- To train and resource health and safety representatives and other relevant on-site personnel (where appropriate) to assist co-workers who are affected by alcohol and/or other drugs.

POLICY

1. **Implementation and Management**

- 1.1 Properly constituted Occupational Health and Safety (OH&S) Committees or, where there is no OH&S Committee, Site Safety Supervisors/Safety Officers in conjunction with worker representatives, are the appropriate bodies to implement and administer alcohol and drug policy/programs (* see below).
- 1.2 For the objectives of this policy to be achieved, the full cooperation of the Company and employees is necessary.

2. **Application of Policy**

The policy is to apply to everyone on site without distinction.

3. **Persons Affected by Alcohol and/or Other Drugs**

- 3.1 A person who is under the influence of alcohol and/or any other drug will not be allowed to work on a building site whilst he/she is incapable of performing safe work practices.
- 3.2 Any person who believes another person on site is a risk to his/her own or another's safety should advise an Occupational Health and Safety representative in confidence. The OH&S representative shall take appropriate action, based on his/her assessment of the situation.
- 3.3 If the matter remains unresolved, the OH&S Committee and management in consultation with the person concerned and the person's representative will decide whether that person is capable of performing safe work practices.
- 3.4 Disciplinary action may be taken by management following consultation with the OH&S Committee and the person's representative.
- 3.5 If disciplinary action is to be taken, one verbal warning, one written warning shall apply.
- 3.6 The OH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.

* ***Where “OH&S Committee” is referred to hereafter, read “body nominated to implement policy on site”.***

4. Rehabilitation/Counseling

If a person is undertaking rehabilitation or counseling, he/she is entitled to sick leave, negotiated leave without pay and other benefits provided for by the appropriate award/agreement.

4.1 An affected person will not be disadvantaged as a result of undertaking rehabilitation or counseling.

4.2 The employer will liaise with the person's representative to enable appropriate assistance and support to be made available to him/her during and on completion of rehabilitation (with his/her permission).

4.3 Confidentiality is to be maintained in all matters relating to the rehabilitation and counseling, employment arrangements etc of individuals.

5. Employees At-Risk Through Medication Use

5.1 Employees who are taking medication which might affect their ability to undertake any kind of work safely, should advise an OH&S representative or the First Aid Officer, who will act immediately to eliminate the risks.

5.2 No employee will be disadvantaged by his/her actions in this matter.

6. Education and Prevention

6.1 The policy will be discussed and put forward for adoption on site at a meeting of all workers.

6.2 It is the on-going responsibility of the union and the Company to ensure that all employees continue to be aware of the policy and program. The OH&S Committee will assist in this process.

6.3 All relevant information shall be available on site and displayed as appropriate.

6.4 From time to time the OH&S Committee, in consultation with management, may initiate relevant health and safety promotional activities in relation to alcohol and other drug use issues.

7. Provision of Alcohol at Social Events

Where social functions are held they will be located in a hazard-free area where responsible serving of alcoholic beverages will apply. This includes provision of non-alcoholic and low-alcoholic beverages.

8. Role of Occupational Health and Safety Committee on Site

8.1 To encourage knowledge of policy and program by all workers on site.

8.2 To ensure information about the policy and program is displayed.

8.3 To ensure information relevant to alcohol and other drugs is circulated amongst workers.

8.4 To initiate and coordinate relevant health promotional activities to relation to alcohol and other drugs, in consultation with management.

8.5 To provide information and referral options to workers as requested.

8.6 To be available for informal discussion with and follow-up of site employees when appropriate.

- 8.7 To undertake intervention and follow-up of affected persons.
- 8.8 To be available for discussion in regard to disciplinary action taken as a result of a person being under the influence of alcohol and/or any other drugs on site.
- 8.9 To follow-up persons undertaking rehabilitation to ensure that appropriate resources and supports are made available when requested.
- 8.10 To encourage a peer support network on site.

**SITE POLICY
(SUMMARY OF VICTORIAN BUILDING INDUSTRY ALCOHOL AND DRUG
PROGRAM)**

1. **KEY PRINCIPLE**
 - Safety is paramount on building sites.
2. **APPLICATION**
 - This policy applies to everyone on site without distinction.
3. **PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS**
 - No person is permitted to work on a building site whilst incapable of performing safe work practices.
 - If the question arises, the OH&S Committee will determine if a person is capable of performing safe work practices and will take necessary action to ensure that safety is maintained.
 - If safety is compromised, management may take disciplinary action against the person in question, following consultation with the OH&S Committee and the person's representative. One verbal warning, one written warning, applies.
4. **HELP FOR PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS**
 - The OH&S Committee and management will provide information and assistance to persons seeking help for alcohol/drug problems or related problems, confidentially and without prejudice.
 - Sick leave or leave without pay may be negotiated to enable participation in rehabilitation or counselling.
 - No-one will be disadvantaged in the workplace as a result of undertaking a rehabilitation program.
5. **EDUCATION/PREVENTION**

To promote health and safety, information about this policy, and information designed to minimise the harmful use of alcohol and other drugs will be displayed on-site and distributed as appropriate.

The V.B.I. Alcohol and Drug Worker (Ph. (03) 9639 3000 or mobile 0419 560 958) or the V.B.I. Chaplain (pager Melbourne 9506 0136/Country 016 37 5082) may be contacted directly for information and/or assistance.

Direct Line provides information, counselling and referral on alcohol and drug issues 24 hours per day – Phone (03) 9416 1818 (metro) or (008) 136 385 (country).

GUIDELINES FOR OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

HOW THE POLICY IS INTRODUCED AND PURSUED

1. On new projects, following its adoption by a meeting of workers, this policy will be included in the site safety plan and will apply to all persons on site.
2. The Site Occupational Health and Safety (OH&S) Committee is the focal point for the operation of the policy and program and any on-site interest should be pursued through that Committee.
3. On existing projects, the following procedure should apply:
 - 3.1 Following some expression of interest by any employer, employee or Committee member, the site OH&S Committee seeks a full briefing on the program by a member of the V.B.I. Alcohol and Drug Program Advisory Committee.
 - 3.2 The site OH&S Committee, which includes employer representatives, should then determine whether to proceed with the adoption and implementation of the policy. It is important to stress that the program cannot succeed without the unqualified support of the site OH&S Committee.
 - 3.3 The policy, however, is not practically adopted until a meeting of workers on the site endorses the site OH&S Committee's proposal and agrees to participate in, and cooperate with, the policy.
 - 3.4 Adoption of the policy by a meeting of workers is the first and most important step in conveying the strong message that the consequences of alcohol or other drug induced behaviour will no longer be tolerated on site.
4. Awareness of the policy is reinforced by the action of the site OH&S Committee in circulating printed material on the policy.

This information enables persons with any dependency problems to seek expert assistance apart from, and without reference to, the V.B.I. Alcohol and Drug Program.
5. The V.B.I. Alcohol and Drug Program will provide training to accompany the implementation of the policy.
6. An OH&S Committee member should be informed by workers or management of any likely immediate safety problem arising out of a person being incapable of working safely.
 - 6.1 Such information should be treated as confidential and acted upon by the site OH&S Committee in the same manner as any other safety inspection.
 - 6.2 If the person in question is considered to be incapable of safe work practices, he/she should be approached by an appropriate 'peer' representative of the site OH&S Committee and advised of the safety problem.

A 'peer' representative is a worker representative if the person in question is a worker, or a management representative if the person in question is a member of management.
 - 6.3 The person in question is then interviewed by the 'peer' members of the Committee.
 - 6.4 Should the peer members of the OH&S Committee conducting the interview conclude that the person is incapable of safe work practices, the person will be advised that he/she is not permitted to resume work until he/she is capable of working safely as outlined by the OH&S Committee.
 - 6.5 The employer and industrial representative of the person in question is informed of these developments and reminded of the terms of the policy. They will treat such information as confidential.

- 6.6 The person is removed to an appropriate area by the site OH&S Committee.
- 6.7 After the incident the person in question is not permitted to resume work until the OH&S Committee consider that he/she is capable of performing safe work practices.
- 6.8 If necessary, arrangements are made to ensure that the person in question gets home safely.
7. When the person resumes work, he/she is reminded by a delegated member of the site OH&S Committee of the policy, which provides;
- 7.1 Encouragement to recognise any alcohol or other drug problem and to decide a course of action.
- 7.2 That the employer has agreed not to disadvantage any worker undertaking rehabilitation or counselling.
- 7.3 That a person undertaking rehabilitation/counselling is entitled to sick leave, negotiated leave without pay and other benefits provided for by the appropriate award/agreement.
8. When appropriate, a peer member of the site OH&S Committee should provide information about treatment or counselling if necessary. This may include:
- Assistance of the V.B.I. Alcohol and Drug Worker.
 - Advice about/referral to the Victorian Building Industry Chaplaincy.
 - Alerting the person to Alcohol and Other Drug services available.
- The OH&S Committee and management will support the recovering worker to ensure that he/she is not disadvantaged upon return to work.
9. Disciplinary action may be taken by management following consultation with the Occupational Health and Safety Committee and the person in question's representative.
- If disciplinary action is taken, one verbal warning, one written warning, shall apply.

APPENDIX I

WORKING DAY CALENDAR 2011

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31					1
2	3 PH	4 AL	5 RDO	6 RDO	7 RDO	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 RDO	25 RDO	26 PH	27	28	29

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 RDO	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 PH	15 RDO	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 RDO	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22 PH	23
24	25 PH	26 PH	27 RDO	28 RDO	29 RDO	30

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 RDO	17	18	19	20	21
22	23	24	25	26	27	28
29	30 RDO	31				

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13 PH	14 RDO	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1	2
3	4 RDO	5	6	7	8	9
10	11	12	13	14	15	16
17	18 RDO	19	20	21	22	23
24	25	26	27	28	29	30

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 RDO	9	10	11	12	13
14	15	16	17	18	19	20
21	22 RDO	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 RDO	6	7	8	9	10
11	12	13	14	15	16	17
18	19 RDO	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 RDO					1
2	3 RDO	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

NOVEMBER						
Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1 PH	2 RDO	3	4	5
6	7	8		10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 PD	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23 RDO	24
25	26 PH	27 PH	28 RDO	29 RDO	30 AL	31

Monday 2 January 2012 = PH
 Tuesday 3 January 2012 = AL
 Wednesday 4 January 2012 = AL
 Thursday 5 January 2012 = AL
 Friday 6 January 2012 = AL
 Monday 9 January 2012 = AL
 Tuesday 10 January 2012 = RDO
 Wednesday 11 January 2012 = RDO
 Thursday 12 January 2012 = RDO

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Picnic Day
 Xmas Closedown – 23/12/2011 to 12/01/2012

APPENDIX I - cont -

WORKING DAY CALENDAR 2012

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 PH	3 AL	4 AL	5 AL	6 AL	7
8	9 AL	10 RDO	11 RDO	12 RDO	13	14
15	16	17	18	19	20	21
22	23	24	25	26 PH	27 RDO	28
29	30	31				

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13 RDO	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12 PH	13 RDO	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6 PH	7
8	9 PH	10 RDO	11 RDO	12 RDO	13 AL	14
15	16	17	18	19	20	21
22	23	24	25 PH	26	27	28
29	30					

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 RDO	15	16	17	18	19
20	21	22	23	24	25	26
27	28 RDO	29	30	31		

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11 PH	12 RDO	13	14	15	16
17	18	19	20	21	22	23
24	25 RDO	26	27	28	29	30

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 RDO	10	11	12	13	14
15	16	17	18	19	20	21
22	23 RDO	24	25	26	27	28
29	30	31				

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 RDO	7	8	9	10	11
12	13	14	15	16	17	18
19	20 RDO	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30						1
2	3 RDO	4	5	6	7	8
9	10	11	12	13	14	15
16	17 RDO	18	19	20	21	22
23	24	25	26	27	28	29

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 RDO	2	3	4	5	6
7	8	9	10	11	12	13
14	15 RDO	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 RDO	6 PH	7 RDO	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 AL					1
2	3 PH	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 RDO	25 PH	26 PH	27 RDO	28 RDO	29

Tuesday 1 January 2013 = PH
 Wednesday 2 January 2013 = AL
 Thursday 3 January 2013 = AL
 Friday 4 January 2013 = AL
 Monday 7 January 2013 = AL
 Tuesday 8 January 2013 = AL
 Wednesday 9 January 2013 = RDO
 Thursday 10 January 2013 = RDO
 Friday 11 January 2013 = RDO

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Picnic Day
 Xmas Closedown – 24/12/2012 to 11/01/2013

APPENDIX I - cont -

WORKING DAY CALENDAR 2013

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 PH	2 AL	3 AL	4 AL	5
6	7 AL	8 AL	9 RDO	10 RDO	11 RDO	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 PH	29 RDO	30	31		

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11 RDO	12	13	14	15	16
17	18	19	20	21	22	23
24	25 RDO	26	27	28		

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1	2
3	4	5	6	7	8	9
10	11 PH	12 RDO	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29 PH	30

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 PH	2 RDO	3 RDO	4 AL	5 AL	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 PH	26	27
28	29	30				

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 RDO	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 RDO	28	29	30	31	

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30						1
2	3	4	5	6	7	8
9	10 PH	11 RDO	12	13	14	15
16	17	18	19	20	21	22
23	24 RDO	25	26	27	28	29

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 RDO	9	10	11	12	13
14	15	16	17	18	19	20
21	22 RDO	23	24	25	26	27
28	29	30	31			

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 RDO	6	7	8	9	10
11	12	13	14	15	16	17
18	19 RDO	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 RDO	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 RDO					

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 RDO	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 RDO	5 PH	6 RDO	7	8	9
10	11	12	13	14	15	16
17	18 RDO	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 PD	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 RDO	24 RDO	25 PH	26 PH	27 RDO	28
29	30 AL	31 AL				

Wednesday 1 January 2014 = PH
 Thursday 2 January 2014 = AL
 Friday 3 January 2014 = AL
 Monday 6 January 2014 = AL
 Tuesday 7 January 2014 = AL
 Wednesday 8 January 2014 = RDO
 Thursday 9 January 2014 = RDO
 Friday 10 January 2014 = RDO

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Picnic Day
 Xmas Closedown – 23/12/2013 to 10/01/2014

APPENDIX I - cont -

WORKING DAY CALENDAR 2014

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 PH	2 AL	3 AL	4
5	6 AL	7 AL	8 RDO	9 RDO	10 RDO	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 PH	28 RDO	29	30	31	

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10 RDO	11	12	13	14	15
16	17	18	19	20	21	22
23	24 RDO	25	26	27	28	

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31					1
2	3	4	5	6	7	8
9	10 PH	11 RDO	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 PH	19
20	21 PH	22 RDO	23 RDO	24 AL	25 PH	26
27	28	29	30			

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12 RDO	13	14	15	16	17
18	19	20	21	22	23	24
25	26 RDO	27	28	29	30	31

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 PH	10 RDO	11	12	13	14
15	16	17	18	19	20	21
22	23 RDO	24	25	26	27	28
29	30					

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 RDO	8	9	10	11	12
13	14	15	16	17	18	19
20	21 RDO	22	23	24	25	26
27	28	29	30	31		

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1	2
3	4 RDO	5	6	7	8	9
10	11	12	13	14	15	16
17	18 RDO	19	20	21	22	23
24	25	26	27	28	29	30

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 RDO	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 RDO	30				

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13 RDO	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30						1
2	3 RDO	4 PH	5 RDO	6	7	8
9	10	11	12	13	14	15
16	17 RDO	18	19	20	21	22
23	24	25	26	27	28	29

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 PD	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 RDO	25 PH	26 PH	27
28	29 RDO	30 RDO	31 AL			

Thursday 1 January 2015 = PH
 Friday 2 January 2015 = AL
 Monday 5 January 2015 = AL
 Tuesday 6 January 2015 = AL
 Wednesday 7 January 2015 = RDO
 Thursday 8 January 2015 = RDO
 Friday 9 January 2015 = RDO

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Picnic Day
 Xmas Closedown – 24/12/2014 to 9/01/2015

APPENDIX I - cont -

WORKING DAY CALENDAR 2015

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 PH	2 AL	3
4	5 AL	6 AL	7 RDO	8 RDO	9 RDO	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 PH	27 RDO	28	29	30	31

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 RDO	10	11	12	13	14
15	16	17	18	19	20	21
22	23 RDO	24	25	26	27	28

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 PH	10 RDO	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 PH	4
5	6 PH	7 RDO	8 RDO	9 AL	10 AL	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25 PH*
26	27 RDO*	28	29	30		

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1	2
3	4	5	6	7	8	9
10	11 RDO	12	13	14	15	16
17	18	19	20	21	22	23
24	25 RDO	26	27	28	29	30

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 PH	9 RDO	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 RDO	30				

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 RDO	7	8	9	10	11
12	13	14	15	16	17	18
19	20 RDO	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31					1
2	3 RDO	4	5	6	7	8
9	10	11	12	13	14	15
16	17 RDO	18	19	20	21	22
23	24	25	26	27	28	29

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 RDO	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 RDO	29	30			

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12 RDO	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 RDO	3 PH	4 RDO	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 RDO	24	25	26	27	28
29	30					

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 PD	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23 *	24 RDO	25 PH	26
27	28 PH	29 RDO	30 AL	31 AL		

Friday 1 January 2016 = PH
 Monday 4 January 2016 = AL
 Tuesday 5 January 2016 = AL
 Wednesday 6 January 2016 = RDO
 Thursday 7 January 2016 = RDO
 Friday 8 January 2016 =RDO

PH = Public Holiday
 RDOs =Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Picnic Day
 Xmas Closedown – 24/12/2015* to 8/01/2016

* Note: Anzac Day public holiday will be moved to 27 April 2015 if Gazetted by the Victorian Government under the Public Holidays Act 1993 (as amended). Should this occur, the RDO scheduled for 27 April 2015 shall be moved to 23 December 2015.

APPENDIX J

Notification pursuant to clause 36.5.4(b) to Work on Scheduled RDO

Date: _____

Company:	Project:	Scheduled RDO to be worked:
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Work to be undertaken, approximate number of employees required:

Employee representative (if applicable):

Tick the appropriate box

- Effected employee/s consulted by employer.
- Effected employee/s not wishing to work in accordance with the clause have been given opportunity to reasonably refuse.
- Effected employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their employee representative

Reason for work on scheduled RDO

(Abbreviation, full text in clause)

- Allow others to work productively
- Maintenance, repair, commissioning
- Unforeseen delays
- Unforeseen emergency circumstance
- Inclement weather
- Unexpected delays, scheduling, supplies
- Restrictions, laws, regulations, etc

Manager Contact Details:

Name: _____

Phone: _____ Fax: _____