

**FDN FIRE  
and  
CEPU - Plumbing Division (Vic)**

**Fire Protection  
Enterprise Agreement  
2024 – 2027**

## TABLE OF CONTENTS

<b>PART 1</b>	<b>APPLICATION AND OPERATION</b>
1	Title
2	Parties and Persons Bound
3	Lodgement and Date of Operation of the Agreement
4	No Extra Claims and Increases to Wages and Allowances
5	Complete Agreement and Express Exclusion of Awards and Other Conditions
6	Posting of Agreement
7	Intention and Commitments of Parties
8	Workplace Flexibility
9	Definitions
<b>PART 2</b>	<b>CONSULTATION AND DISPUTE RESOLUTION</b>
10	Consultation
11	Consultative Mechanisms
12	Site Safety Consultative Mechanisms / Drug and Alcohol Policy and Awareness Training
13	Procedure for Dealing with Safety Issues or Incidents
14	Disputes Resolution Procedure
<b>PART 3</b>	<b>TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT</b>
15	General
16	Employees on Daily Hire
17	Casual Employees / Part-time Employees
18	Employer and Employee Duties
19	Apprentices
20	Sham Contracting
21	Termination of Employment
22	Redundancy
<b>PART 4</b>	<b>REMUNERATION AND PAYMENT OF WAGES</b>
23	Payment of Wages and Time Records
24	Superannuation
25	Insurance (Trauma, Income Protection and Journey Accident)
26	Insurance – Minimum Cover / Minimum Benefits
27	Insurance – Employer Liability
28	Accident Makeup Pay
29	Compensation of Tools of Trade and Clothes
30	Application of Site Agreements / Inductions and off the job training / Local Labour – Visa Requirements

**TABLE OF CONTENTS (CONTINUED)**

<b>PART 5</b>	<b>HOURS OF WORK AND RELATED MATTERS</b>
31	Hours of Work
32	Presenting for Work but Not Required
33	Overtime
34	Call Back
35	Service Work & On Call
36	Shift Work
37	Work Breaks
<b>PART 6</b>	<b>LEAVE AND PUBLIC HOLIDAYS</b>
38	Public Holidays
39	Personal (Sick and Carer's) Leave
40	Portability of Sick Leave
41	Compassionate Leave
42	Annual Leave
43	Long Service Leave
43A/43B	Parental Leave / Paid Parental Leave
44	Community Service Leave
45	Family and Domestic Violence Leave
<b>PART 7</b>	<b>MISCELLANEOUS</b>
46	Industry Training
47	Employee Representatives
48	Protective Clothing
49	Operation of Occupational Health and Safety Act, Regulations and Codes
50	Operation of Lift
51	Hearing Tests
52	Hepatitis A and B Shots
53	Rehabilitation of Injured Employees
54	E-tags
55	Employee Absence -- Industry Funds Compliance
56	Member Benefits / Employee Fixed Rate Contributions
57	Bill Payer Insurance
58	Employee and Family Welfare Support
	<b>Signatories</b>
<b>Appendix A</b>	Wages and Allowances Allowances and Special Rates
<b>Appendix B</b>	Fares and Travel Allowance / Distant Work
<b>Appendix C</b>	Living Away from Home Allowance
<b>Appendix D</b>	Working Day (RDO) Calendar
<b>Appendix E</b>	Inclement Weather
<b>Appendix F</b>	Commitments – Aboriginal people and Women in Fire Protection
<b>Appendix G</b>	Insurance Cover Minimum Requirements
<b>Appendix H</b>	Drugs and Alcohol Management Program ( <b>DAMP</b> )

## **PART 1 – APPLICATION AND OPERATION**

### **1 TITLE**

- 1.1 This Agreement shall be known as the **FDN Fire and CEPU – Plumbing Division (Vic) Fire Protection Enterprise Agreement 2024 – 2027**.

### **2. PARTIES AND PERSONS BOUND**

This Agreement shall cover: -

- 2.1 **FDN Fire (ABN: 41 623 866 400) (employer)** in respect of persons employed in connection with the preparing, erecting, fitting, fixing, altering, overhauling or repairing or maintaining or inspection and testing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems; and
- 2.2 Persons employed by the employer in connection with the preparing, erecting, fitting, fixing, altering overhauling or repairing or maintaining or inspection and testing of apparatus, pipes and/or fittings in and/or outside of buildings, ships or other structures for the extinguishment of fire by automatic sprinklers and/or other fire protection systems (**'employees'**); and
- 2.3 the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia 128v (CEPU)(**Union**). On the condition that the Union has given notice under Section 183 of the *Fair Work Act 2009* (C'th) (**FW Act**) that it wants the Agreement to cover it and in accordance with Section 201(2) of the FW Act, the Fair Work Commission (**FWC**) has noted that the Agreement covers the Union.
- 2.4 The terms of this agreement will **not apply** to:-
- (a) the employment of plumbers by an employer covered by the *Plumbing and Fire Sprinklers Award 2020 (PFS Award)*; and / or
  - (b) to employees principally engaged in installing plumbing systems; and / or
  - (c) the employment of weekly engaged employees fully employed in workshops off site.

### **3. LODGEMENT AND DATE OF OPERATION OF THE AGREEMENT**

- 3.1 This Agreement shall be lodged in accordance with the *Fair Work Act 2009*.

- 3.2 This Agreement shall remain in force until 31 October 2027.

#### **Variation of the Agreement**

- 3.3.1 Should the employer intend to make an application under the FW Act, seeking to vary the Agreement, the employer shall advise the union (in writing), of the proposed

variation and the union shall be given an opportunity of meeting with the employees concerned about the variation.

- 3.3.2** Such meeting shall take place prior to the employees being requested to vote (under Section 208 of the FW Act) on the proposed variation.

#### **Termination of the Agreement**

- 3.4.1** Should the employer intend to make an application under the FW Act, seeking to terminate the Agreement, the employer shall advise the union (in writing), of the proposed application to terminate the Agreement and the union shall be given an opportunity of meeting with the employees concerned about the proposed application for termination.

- 3.4.2** Such meeting shall take place prior to the employees being requested to vote (under Section 219 of the FW Act) on the proposed termination.

- 3.5** The obligations provided in Clause 3.3 and / or Clause 3.4, are conditional upon the representative of the union (however termed), complying with Part 3 – 4 – Right of Entry under the FW Act.

#### **4. NO EXTRA CLAIMS AND INCREASES TO WAGES AND ALLOWANCES**

- 4.1** The rates of pay and allowances provided in the Agreement shall apply to all employees covered by the Agreement.

##### **Wage Increases**

- 4.2** Wages will be increased from the first pay period on or after:-

- 1 March 2024; and
- 1 March 2025; and
- 1 March 2026; and
- 1 March 2027.

The wage rates to be paid are contained in either Appendix A – Wages, or Appendix B – Fares Allowance and Travel Allowance.

##### **Allowance Increases**

- 4.3.1** The Travel Allowance provided in Appendix A – Wages, Fares Allowance and Travel Allowance shall increase in accordance with the terms of the Agreement.

- 4.3.2** The allowances provided in:-

**4.3.2(a)** Clause A.9.1 – Refurbishment of Multi – Storey Commission Flats; and

**4.3.2(b)** Clause A.11.41 – Site Allowance

shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increase shall take effect from the first pay period commencing on or after 1 October 2024, 1 October 2025, 1 October 2026, and 1 October 2027.

- 4.3.3** The allowance provided in:-

Clause A3.1 – A3.2: Demolition Allowance:

shall be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve-month (12) period ending the preceding January to December each year. The increase shall take place from the first pay period commencing on or after 1 March 2024, 1 March 2025, 1 March 2026 and 1 March 2027.

**Note:-** If there is a negative CPI movement the allowance quantum from one year to the next shall not be reduced.

**4.3.4** All other allowances will be increased from the first pay period on or after:-

- 1 March 2024 = 4.5%;
- 1 March 2025 = 3%;
- 1 March 2026 = 3%; and
- 1 March 2027 = 3%.

**Additional Benefits and Services**

**4.4** In addition to the wage increases provided in Clause 4.2, the employer shall, from the first pay period on or after 1 March 2024, remit to Incolink:-

**4.4.1** \$207.09 per week for each Registered Sprinkler Fitter; and / or

**4.4.2** \$207.49 per week for each Sprinkler Fitter / Labourer; and / or

**4.4.3** \$30.76 per week for each Apprentice

covered by the Agreement, and

**4.4.4** it is recognised by the employer that there is a need to invest in and fund industry officers, who undertake duties including but not limited to:

- Conducting company audits;
- Attending on-site toolbox meetings; and
- Conducting compliance checks for confirmation of registration and/or licensing, and payments in respect of various entitlements including but not limited to superannuation, severance/redundancy, long service leave, insurance.

**Note:** All duties provided in this clause will be conducted in compliance with the Right of Entry provisions under Part 3-4 of the Act, and in accordance with the Privacy Act.

To support the cost of implementing the additional services provided by clause 4.4.4 the employer will contribute **\$5.00** per week for each employee covered by the Agreement, excluding apprentices, to a suitably appropriate organisation or facility reasonably nominated by the Union. This additional \$5.00 per week per employee is included in the total amounts reflected in clauses 4.4.1 and 4.4.2 above.

The contributions will be remitted to Incolink and will commence from the first pay period commencing on or after approval of the Agreement. The weekly contributions are to be paid monthly to Incolink and forwarded to the nominated organisation or facility on or about the fourteenth (14) day of the following month. (i.e., January must be received by the 14 February).

The payments specified in Clauses 4.4.1, 4.4.2, 4.4.3 and 4.4.4 are paid to provide for the additional benefits and services provided to employees covered by the Agreement and are detailed in Clause 56 – Employee Benefit Fixed Rate Contribution.

**Note:-** These costs amounts are detailed in Clause 56 – Employee Benefit Fixed Rate Contribution.

- 4.5 From the first pay period on or after 1 March 2024, the wage increases provided in Clause 4.2 have been adjusted so that the costs of the additional benefits and services (as provided in Clause 4.4 and 56 – Employee Benefit Fixed Rate Contribution) have been deducted from the applicable wage increase.
- 4.6 The parties accept that this Agreement is in full and final settlement of all wages, terms and conditions claims. There will be no further claims on any matter, including matters concerning Incolink and Co-Invest during the period of this Agreement.
- 4.7 The parties agree they will not pursue any further claims during the nominal life of the Agreement in relation to matters covered by this Agreement.
- 4.8 It is agreed that there be no increase to wages and allowances, other than contained in the Agreement, prior to 1 March 2027.
- 4.9 This Agreement covers all claims made whether or not expressly referred to in the Agreement.
- 4.10 Unless otherwise specified, increases in Wages and Allowances in the Agreement will accrue from the first full pay period commencing on or after the date of the commencement of the Agreement.

## **5. COMPLETE AGREEMENT – EXCLUSION OF THE AWARD AND OTHER CONDITIONS**

- 5.1 Subject to Clause 5.4, the Agreement is intended to cover all matters pertaining to the employment relationship and all matter pertaining to the employer’s relationship with the Union.
- 5.2 Subject to Clause 5.4, the Agreement represents a complete statement of the mutual rights and obligations between the employer and employees to the exclusion (to the extent permitted by law) of other laws, the PFS Award, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements (other than in accordance with this Agreement).
- 5.3 The Agreement regulates all terms and conditions of employment and expressly excludes and displaces the operation of any and all other matters and conditions of employment in the PFS Award or agreement.

### **Interaction with the National Employment Standards**

- 5.4 The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is inconsistency between the Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6. POSTING OF AGREEMENT**

6.1 A copy of the Agreement will be made available to all employees covered by this Agreement.

## 7. **INTENTIONS OF THE PARTIES**

7.1 The intentions of the parties in reaching the Agreement are to:-

7.1.1 provide for an efficient, progressive and prosperous fire protection employer for the benefit of the employer and its employees;

7.1.2 improve job satisfaction and continuity of employment for employees;

7.1.3 create a co-operative and productive employer environment;

7.1.4 maintain a safe working environment;

7.1.5 ensure the integrity of structured training consistent with national competency standards;

7.1.6 The employer, employees and the Union recognise the significance of First Nations People in the State of Victoria.

7.1.7 The parties to this Agreement commit themselves to ensuring that they engage First Nations people and people from culturally and linguistically diverse backgrounds as a priority. This includes the creation and adoption of policies that will provide better employment opportunities for women, mature age, Aboriginal and Torres Strait Islander people, returned soldiers and other groups that have previously been excluded from opportunities in the fire protection industry.

### **Commitments**

7.1.8 The parties to this Agreement are committed to:

- Promoting fair, cooperative and productive workplace relations.
- ensuring that equitable employment practices are applied in the workplace.
- respect and value the diversity of the workplace by helping prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.
- The parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment, and bullying. It is the employer's responsibility to ensure it complies with relevant legislative requirements including the *Equal Opportunity Act 2010* (Vic).

7.1.9 The parties to this agreement also acknowledge that:

- suicide prevention is an important issue;
- employees can find it difficult to discuss feelings and emotions colleagues at work;
- mental health on construction sites is now accepted as an industry safety concern.

7.1.10 To try and reduce the chance of suicide by an employee, the employer agrees to provide training to elected OHS Representatives.



- 7.1.11 In addition to the OHS Representatives, the employer may agree to provide training to an employee or employees that have expressed a desire to be trained in suicide prevention training.
- 7.1.12 The employer agrees to release those employees referred to in clause 7.1.10 and 7.1.11, to undertake suicide prevention training, without loss of pay.
- 7.1.13 The training is intended to educate those employees referred to in clause 7.1.10 and 7.1.11 in recognising potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that employee safe until they can gain professional help.
- 7.1.14 The training is to be conducted by a training provider which has been agreed by the parties to this Agreement.

## 8. **WORKPLACE FLEXIBILITY**

**The employer must ensure that any Individual Flexibility Agreement (IFA) is genuinely agreed to by the employer and the employee and result in the employee being better off overall at the time the IFA is made than the employee would have been if no IFA had been agreed to.**

- 8.1 Notwithstanding any other provision of the Agreement, the employer and an individual employee may agree to vary the application of certain terms of the Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary are the application of those permitted under Section 172 of the FW Act, and relates only to:-
  - 8.1.1 arrangements for when work is performed;
  - 8.1.2 salary sacrifice arrangements;
  - 8.1.3 reduction in ordinary hours;
  - 8.1.4 Part time employment; and
  - 8.1.5 are not unlawful terms under Section 194 of the FW Act.
- 8.2 The employer and the individual employee must have genuinely made the IFA without coercion or duress. An IFA can only be entered into after the individual employee has commenced employment with the employer.
- 8.3 The IFA between the employer and the individual employee must:
  - 8.3.1 be confined to a variation in the application of one or more of the terms listed in Clause 8.1; and
- 8.4 The IFA between the employer and the individual employee must also:
  - 8.4.1 be in writing, name the parties to the IFA and be signed by the employer and the individual employee and, if the employee is under eighteen (18) years of age, the employee's parent or guardian;
  - 8.4.2 state each term of the Agreement that the employer and the individual employee have agreed to vary;

- 8.4.3 detail how the application of each term has been varied by agreement between the employer and the individual employee;
- 8.4.4 detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- 8.4.5 state the date the agreement commences to operate.
- 8.5 The employer must give the individual employee a copy of the IFA and keep the IFA as a time and wages record within fourteen (14) days.
- 8.6 Except as provided in Clause 8.4.1 the IFA must not require the approval or consent of a person other than the employer and the individual employee.
- 8.7 An employer seeking to enter into an IFA must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8 The IFA may be terminated:-
- 8.8.1 by the employer or the individual employee giving no more than twenty - eight (28) days' notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period; or
- 8.8.2 at any time, by written agreement between the employer and the individual employee.

## 9. **DEFINITIONS**

**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 pre injury average weekly earnings (**PIAWE**) and calculated by the workers compensation insurer, or where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the Agreement rate for that period.

**All - purpose allowances** are payable for all purposes of the Agreement and are part of the gross weekly ordinary all-purpose rates of pay and must be included as appropriate when calculating all payments including, but not limited to, payments for overtime, annual leave, sick and personal leave, annual leave loading, public holidays, shift penalties, weekend penalties and payments on termination.

**All-purpose rate** of pay referred to in 9.1 above is the sum of the hourly rate shown at Appendix A-A.1 WAGES plus Leading Hand Allowance shown at A2. ALLOWANCES SCHEDULE.

**Casual employee** is defined in section 15A of the FW Act.

**Centre of Employment** shall mean:-

- The G.P.O., or Principal Post Office of the cities of Ballarat, Bendigo, Geelong, or Melbourne if the employer's base establishment or workshop is within the defined radius from the said Post Office.

- In the event the employer's normal establishment or workshop is not located within a 75 km radius of the G.P.O or Principal Post Office of the cities of Ballarat, Bendigo, Geelong or Melbourne, the employer may nominate the nearest regional post office to their normal establishment or workshop as the employer's centre of employment.

**Construction work** means all work performed under this Agreement in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures, including the prefabrication of work performed in fire protection workshops.

**Consult** means more than one party telling another party what it is that they are going to do. The word (or act) involves, at the very least, the giving of information by the employer, the response to that information by another other party (whether that party be the employees or the union) and the consideration by the employer of that response. The right to be consulted is a substantive right, it is not to be treated perfunctorily or as a mere formality. Inherent in the obligation to consult is the requirement to provide a genuine opportunity for the affected party to express a view about a proposed change in order to seek to persuade the decision maker to adopt a different course of action.

**contractor** means a person, company or business and includes labour hire companies and sub-contractors.

**Continuous service** means a period of continuous employment regardless of an employee's absence from work for any of the following reasons:

- illness or accident up to a maximum of four (4) weeks after the expiration of paid personal leave.
- any paid leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.).
- injury received during the course of employment and up to a maximum of fifty-two (52) weeks for which the employee received workers' compensation.
- any other absence from work except where the employer notifies the employee in writing that their service has been broken.
- for accrual of annual leave, see Clause 41 – Annual leave; and/or
- any other leave authorised by the employer or available under this Agreement.

**Continuous shiftworker** means an employee engaged to work in a system of shifts throughout twenty-four (24) hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) who is regularly rostered to work those shifts.

a **distant project** is one where the location of the on-site project work is such that because of its distance or because of the travelling facilities available to and from the location it is reasonably necessary for an employee to live and sleep at some place other than their usual place of residence.

**Demolition means** to demolish or dismantle a structure or part of a structure that is load – bearing or otherwise related to the physical integrity of the structure, but does not include the dismantling of formwork, scaffolding or other structures designed or used to provide support, access or containment during construction work.

**Double time** means the ordinary rate plus one hundred percent (100%).

**Double time and a half** means the ordinary rate plus one hundred and fifty percent (150%).

**Dry area** means a work area that has not become saturated by rain or where water will not drip on the employee(s).

**Employee** means a person employed as a Registered Sprinkler Fitter, Sprinkler Fitter/Labourer and an Apprentice Sprinkler Fitter.

**ESC** means an Employee Separation Certificate.

**Fitter/Fire Protection Worker** means a fitter/worker who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, and water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services and also undertakes the inspection, testing and maintenance of fire protection systems, which may include complex fire protection systems.

**FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

**FWC** means the *Fair Work Commission*.

**family and domestic violence** means violent, threatening, or other abusive behaviour by the employee's close relative that:

- seeks to coerce or control the employee; and
- causes the person harm or to be fearful.

A **close relative** means:

- spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee (a reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner); or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee (a reference to a spouse or de facto partner includes a former spouse or de facto partner); or
- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

**floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.

**GTS / LHC** means either a Group Training Scheme, or a labour hire company.

**Group Training Organisation (GTO)** is a labour hire provider that employs apprentices and trainees. A GTO is regulated under Part 5.5 of the *Education and Training Reform Act 2006*. A GTO will be recognised by the Victorian Registration & Qualifications Authority.

**Hot weather** will mean temperatures of or above 35 degrees C will be defined as constituting 'inclement weather for work in Victoria.

The term **immediate family** includes:

- spouse (including a former spouse, a de facto partner and a former de facto partner);
- a de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis whether the employee and the person are of the same sex or different sexes);
- child or an adult child (including an adopted child, a step - child or an ex-nuptial child);
- parent;
- grandparent or grandchild; or
- sibling;

of the employee or spouse of the employee.

**Inclement weather** will 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 to continue working whilst the same prevail.

**Industry Disability Allowance** means an allowance to compensate for the following disabilities associated with construction work:

- climatic conditions when working in the open air on all types of work;
- the physical disadvantage of having to climb stairs or ladders;
- the disability of dust blowing in the wind, brick dust and drippings from newly - poured concrete;
- sloppy and muddy conditions associated with the initial stage of the erection of a building;
- the disability of working on all types of scaffolds or ladders other than a swing scaffold, suspended scaffold, or a boson's chair; and / or
- the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers etc.)

**Space, Height and Dirt Money** means an allowance paid to Sprinkler Fitters/Fire Protection Workers engaged on site to compensate for the following class of work whether or not such work is performed in any week:

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

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

**Leading hand** means an employee who is given by the employer, or the employee's agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person, the specific responsibility of directing and/or supervising the work of that person.

**Live Correctional Facility** shall mean, a prison or like facility, where an employee is performing construction work and is required to pass through security to enter the construction site and works in, or around, incarcerated persons.

**Melbourne Metro Tunnel Project** means the following works on the Melbourne Metro Tunnel Project – Tunnel and Stations Public Private Partnership contracted to the Cross Yarra Partnership Design and Construct Joint Venture: -

- design and construction of twin nine (9) kilometre rail tunnels from Kensington to South Yarra; and
- building five (5) new underground stations at Arden, Parkville, CBD South, CBD North and Domain.

a **multi-storey building** is a building which will, when complete, consist of five (5) or more storey levels.

**OHS Act** means the *Occupational Health and Safety Act 2004* (Vic)

**OHS Representative** means an employee elected as such in accordance with the OHS Act.

**Ordinary Time** means rates as calculated in accordance with Appendix A of this Agreement, rates of pay, all-purpose allowances and calculation of hourly rates.

**Operator of Explosive-powered Tools** means an employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

**Ordinary Time Earnings** has the meaning given to that expression in the *Superannuation Guarantee (Administration) Act 1992 (SGAA)*, provided that, despite anything to the contrary in the SGAA, it includes: -

- the actual ordinary rate of pay.
- any payments by way of earnings that are over and above payments prescribed under this Agreement.
- any casual rates in respect of an employee's ordinary hours of work; and
- any allowance, loading or bonus payable to employees including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer, etc), multi-storey allowance, district/location allowance, piecework rates, underground allowance, productivity allowance, site allowances, asbestos eradication allowance, leading hand allowance, in charge of plant allowance, supervisory allowances and daily travel pattern allowance where applicable (fares allowances excluded).

**Party or parties to this Agreement** means the employer, employees and/or the Union as the context requires.

**Persons covered by this Agreement** means the employer, employees and the Union.

**PFS Award** means the *Plumbing and Fire Sprinklers Award 2020*.

**PIAWE** means **pre – injury average weekly earnings**. PIAWE is based on ordinary earnings for the normal number of hours worked per week. Items that may be included in PIAWE are: -

- base rate of pay;
- overtime and shift allowances (which are based on timing of a shift);
- piece rates;

- commissions;
- the monetary value of certain non-pecuniary benefits; and
- the value of any part of an employee's salary that is directed to another party at the request of the employee (commonly referred to as a salary sacrifice).

**Note 1:-** Items such as incentive based payments or bonuses are excluded.

**Note 2** Overtime or shift allowances may be included in the calculation of PIAWE for the first fifty-two (52) weeks of weekly payments.

**Labourer – Fire Protection** means a person primarily engaged to perform general labouring, unloading of materials, and generally assisting a Sprinkler Pipe Fitter/Fire Protection Worker providing that any work done by a labourer is not covered by registration of any class of sprinkler pipe fitting.

**RTO** means a Registered Training Organisation.

**Radii** – the radius will be seventy - five (75) kilometres.

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

**Registration Allowances** means the allowance payable to an employee who is referred in accordance with the relevant legislation, to compensate for the responsibilities imposed by holding and maintaining registration.

For the purposes of clause 10, **relevant employee(s)** means the employee(s) who may be affected by a change referred to in Clause 10.1.

**relevant workers' compensation legislation** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (as amended from time to time), which replaced the *Accident Compensation Act 1985* (Vic) and *Accident Compensation (WorkCover Insurance) Act 1993*.

**Renovation work** is work performed on any existing buildings, including multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than two (2) storey levels in a building and at least part of the work to be performed is above the fourth (4<sup>th</sup>) floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

**SGA Act** means the *Superannuation Guarantee (Administration) Act 1992* (C'th)

**Service shafts work** means where an employee is required to work in service shafts on installation work.

**Shiftworker** means an employee who works ordinary hours during any shift finishing after 6.00 p.m. and at or before 7.00 a.m. A shiftworker will be entitled to payment of penalty rates in accordance with Clause 36 – Shift Work.

a **storey level** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or storerooms located between floors).

**Structure means** anything that is constructed, whether fixed or moveable, temporary or permanent, and includes buildings, sheds, towers, chimney stacks, silos and storage tanks.

**Suburban Rail Loop (SRL)** means the 90km rail line linking every major train service the from Frankston Line to the Werribee Line via Melbourne Airport.

- **SRL East** means the rail line that will link Cheltenham to Box Hill, including new station Precincts at Cheltenham, Clayton, Monash, Glen Waverley, Burwood and Box Hill.
- **SRL North** means the rail line linking Box Hill to Melbourne Airport, including new station precincts at Doncaster, Heidelberg, Bundoora, Reservoir, Fawkner, Broadmeadows and Melbourne Airport.
- **SRL Airport** means the rail line that will link Melbourne Airport to Sunshine, including a new station precinct in Keilor East.
- **SRL West** means the rail line that will link Sunshine to Werribee.

**Time and a half** means the ordinary rate plus fifty percent (50%).

**Transfer** will mean transfer to another work location, portion of the project or another site.

**Triple time** means ordinary rate plus two hundred percent (200%).

**Union** means The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia 128 V (CEPU).

**Unsafe conditions** will mean where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by the inclement weather.

**VBIDP** means the Victorian Building Industry Disputes Panel.



## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **10      CONSULTATION**

**10.1**      This Clause applies if the employer:-

**10.1.1**    has made a definite decision to introduce a *major change* to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

**10.1.2**    Subject to Clause 31.2, proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### **Major Change**

**10.2**      For a major change referred to in Clause 10.1.1:

**10.2.1**    the employer must notify the relevant employees of the decision to introduce the major change; and

**10.2.2**    Clauses 10.3 to 10.9 apply.

**10.3**      The relevant employee/s may appoint a Union representative (or other representative if any) for the purposes of the procedures in this term.

**10.4**      If:-

**10.4.1**    a relevant employee appoints, or relevant employees appoint, a Union representative (or other representative if any) for the purposes of consultation; and

**10.4.2**    the employee or employees advise the employer of the identity of the Union representative (or other representative if any); the employer must recognise the representative.

**10.5**      As soon as practicable after making its decision, the employer must:

**10.5.1**    discuss with the relevant employee(s) and the employees' Union representative (or other representative if any):

**10.5.1(a)**   the introduction of the change; and

**10.5.1(b)**   the effect the change is likely to have on the employees; and

**10.5.1(c)**   measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

**10.5.2** for the purposes of the discussion—provide, in writing, to the relevant employees and the employees’ Union representative (or other representative if any):-

**10.5.2(a)** all relevant information about the change including the nature of the change proposed; and

**10.5.2(b)** information about the expected effects of the change on the employees; and

**10.5.2(c)** any other matters likely to affect the employees.

**10.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the employees’ Union representative (or other representative if any) .

**10.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or the employees’ Union representative (or other representative if any).

**10.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the employees of the employer, the requirements set out in Clause 10.2 and Clause 10.5 are taken not to apply.

**10.9** In this Clause, a major change is *likely to have a significant effect on employees* if it results in:

**10.9.1** the termination of the employment of employees; or

**10.9.2** major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or

**10.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

**10.9.4** the alteration of hours of work; or

**10.9.5** the need to retrain employees; or

**10.9.6** the need to relocate employees to another workplace; or

**10.9.7** the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

**10.10.1** For a change referred to in Clause 10.1.2:

**10.10.2** the employer must notify the relevant employees and the employees’ Union representative (or other representative if any) of the proposed change; and

**10.10.3** Clauses 10.11 to 10.15 apply.

**10.11** The relevant employees may appoint a Union representative (or other representative if any) for the purposes of the procedures in this term.

- 10.12** If:-
- 10.12.1** a relevant employee appoints, or relevant employees appoint, a Union or other representative for the purposes of consultation; and
- 10.12.2** the employee or employees advise the employer of the identity of the Union or other representative; the employer must recognise the representative.
- 10.13** As soon as practicable after proposing to introduce the change, the employer must:-
- 10.13.1** discuss with the relevant employees and the employees' Union or other representative the introduction of the change; and
- 10.13.2** for the purposes of the discussion—provide to the relevant employees and the employees' representative; -
- 10.13.2(a)** all relevant information about the change, including the nature of the change; and
- 10.13.2(b)** information about what the employer reasonably believes will be the effects of the change on the employees; and
- 10.13.2(c)** information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 10.13.3** invite the relevant employees and the employees' Union or other representative to give their views about the impact of the change (including any impact in relation to the employee's family or caring responsibilities).
- 10.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or by the employees' Union or other representative.
- 10.16** This clause is to be read in conjunction with Clause 31 - Hours of Work.

**11. CONSULTATIVE MECHANISMS**

- 11.1** 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 on larger projects for this purpose. The Consultative Committee will operate for the purpose of continually assessing the efficiency of working arrangements, monitoring the outcomes of this Agreement, coordinating training activities and sharing pertinent information.

**12. SITE SAFETY CONSULTATIVE MECHANISMS**

**Safety Supervisor**

- 12.1** On every job site, where the employer 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.

- 12.2** The person appointed shall be experienced in the work being performed. Other duties may be assigned by the employer to a Safety Supervisor, provided that such duties shall not prevent the employee from exercising their duties as a Safety Supervisor.

### **Workplace Health and Safety Representatives**

- 12.3** On every job site, Health and Safety Representative/s may be elected in accordance with the *Occupational Health and Safety Act 2004 (OHS Act)*.

- 12.4** A Health & Safety Representative will be allowed reasonable paid time during working hours to attend to job matters affecting employees they represent providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within their range of qualifications and competencies.

### **Duties of Safety Supervisor and Health & Safety Representative/s**

- 12.5** 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.

### **Health and Safety Representative Representing Multiple Work Groups**

- 12.6** In the case of a Health and Safety Representative who has been elected to represent multiple work groups, please refer to Part 7, Section 68 of the OHS Act for further employer obligations including the cost sharing arrangements between employers.

### **Safety Committee**

- 12.7** A Health and Safety Committee may be established on a job.
- 12.8** Where a Health and Safety Committee is established on a job, it shall include the employers Safety Supervisor and the Health and Safety Representative/s.
- 12.9** The Health and Safety Committee may, by agreement, include additional employee representatives and employer representatives of significant sub - contractors.
- 12.10** 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.

### **Drugs and Alcohol Policy**

- 12.11** Where contractually bound, the employer will apply the Drug and Alcohol Management Program (**DAMP**) as contained at Appendix M.
- 12.13** Employees shall be trained and inducted in any drug and alcohol policies that apply to them. Failure to do so shall mean that such policy cannot be used against them.

- 12.14 Any disputes in relation to, or in connection with Drug and Alcohol policies, testing and/or principles, are within the scope of, and shall be dealt with via clause 14 – the dispute resolution procedure contained in this Agreement.

### **DRUG AND ALCOHOL AWARENESS TRAINING**

- 12.15 Subject to Clause 12.22, all Apprentices and from 1 July 2024, all employees who commence employment with the employer after 1 July 2024, will be required to attend Drug and Alcohol Awareness Training (**DAA Training**).
- 12.16 The DAA Training must *inter alia* include information about drug and alcohol rehabilitation and treatment services available to employees.
- 12.17 The DAA Training will be made available to employees engaged in work covered by this Agreement, who have not previously participated in DAA Training.
- 12.18 The agreed training provider is ADA Australia. In the event ADA Australia is unable to provide the DAA training, an alternative suitably qualified training provider may be engaged to meet the commitments expressed herein. The alternative training provider who is engaged by the employer pursuant to this clause, must be agreed by the Union, prior to engagement.
- 12.19 Employees will be paid up to one (1) ordinary day of their ordinary hourly rate, travel allowance and fares allowance (if applicable) whilst attending the DAA Training.
- 12.20 All Apprentices employed as at the date of commencement of the Agreement must undertake the DAA Training by 1 July 2025.
- 12.21 Subject to Clause 12.22, all new employees must undertake the ADA Training as soon as practicable, and within twelve (12) months of commencement with the employer.
- 12.22 An employee that commenced with the employer on or after 1 July 2024, that has (in the twenty-four [24] months prior to their employment with the employer) undertaken the ADA Training shall not be required to undertake the ADA Training again.

### 13. **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 will be dealt with in accordance with Clause 14 – Disputes Resolution procedure of this Agreement. Nothing in this Agreement shall take precedence over the OHS Act.**

#### **Parties to the resolution of issues**

- 13.1 The employer must nominate management representatives who are responsible for dealing with specified health and safety issues, and must, so far as is practicable: -
- 13.1.1 notify the employees of the nominations in the manner that is, and in the languages that are, appropriate; and
- 13.1.2 notify in writing the health and safety committee of the nominations.
- 13.2 At any stage in the resolution of an issue, any party may call in the employee / employer representative or advisor to assist the parties to resolve the issue. If the person invited to assist the parties is a building association official that building association official

must personally hold a valid right of entry permit under the FW Act to enter premises where construction work is performed.

### **Procedure for reporting issues**

- 13.3** 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 the employer's supervisor.
- 13.4** If the health and safety representative is not able to be contacted, an employee wishing to raise a health and safety issue in a workplace, must report it to the employer's safety supervisor or another employer representative.
- 13.5** An employee may take all steps that are necessary, including leaving the employee's part of the workplace, to report an issue.
- 13.6** If the employer identifies a health and safety issue it may report it to the health and safety representative.

### **Procedure for resolving issues**

- 13.7** As soon as possible after an issue has been reported, the employer's safety supervisor or another management representative and the health and safety representative must meet and try to resolve the issue.
- 13.8** The resolution of the relevant issue must take into account any of the following factors that may be relevant:
  - 13.8.1** whether the hazard or risk can be isolated;
  - 13.8.2** the number and location of employees affected by it;
  - 13.8.3** whether appropriate temporary measures are possible or desirable;
  - 13.8.4** whether environmental monitoring is desirable;
  - 13.8.5** the time that may elapse before the hazard or risk is permanently corrected;
  - 13.8.6** who is responsible for performing and overseeing the removal of the hazard or risk.
- 13.9** 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 employer to the satisfaction of all parties.
- 13.10** 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.

### **Direction to cease work**

- 13.11** If:-
  - 13.11.1** an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an employer; and
  - 13.11.2** the issue concerns work which involves an immediate threat to the health or safety of any person; and

**13.11.3** given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in Clause 13.3 of this Agreement;

the employer 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.

**13.12** During any period for which work has ceased in accordance with such a direction, the employer may assign any employees whose work is affected to suitable alternative work.

**Inspector may be requested to attend workplace**

**13.15** If an issue is not resolved under Clause 13.3 of this Agreement, within a reasonable time, or an issue is the subject of a direction under Clause 13.11 of this Agreement that work is to cease, any of the parties attempting to resolve the issue may ask the relevant health and safety authority to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.

**13.16** If: -

**13.16.1** the inspector issues a prohibition notice; or

**13.16.2** otherwise determines that there was reasonable cause for employees to be concerned for their health or safety,

an employee 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 if relocation is not available.

**13.17 Rectification of safety hazard**

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 Employee Representative/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.

**13.18** This would not be applicable on 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.

**14. DISPUTES RESOLUTION PROCEDURE**

**This Agreement recognises the union as a legitimate representative of the employees covered by this Agreement. However, employees are free to be represented or not represented by industrial associations.**

**14.1** A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. The parties to this Agreement are committed to complying with the terms of this procedure.

**14.2** Disputes relating to any of the following must be dealt with according to the procedure in this clause:

- any matter arising under this Agreement;
- the NES; and
- any matter pertaining to the relationship between the employer and the employees.

Provided that nothing in this clause prevents a party to the dispute from applying to a court for orders in relation to contraventions of civil remedy or penalty provisions.

### 14.3 Procedure

Disputes will be dealt with according to the following procedure.

#### Step 1—Workplace level

- In the first instance, the parties to the dispute will take genuine steps to try and resolve the dispute at the workplace level.

#### Step 2—Dispute resolution including arbitration by the VBIDP

- If the dispute remains unresolved after Step 1, a party to the dispute (or its representative) may refer the dispute to the VBIDP. If a party to the dispute refers the dispute to the VBIDP, all parties irrevocably consent to the VBIDP dealing with the dispute, including by arbitration.
- The VBIDP may deal with the dispute by conciliation, arbitration, otherwise as it sees fit, or by any combination of methods, provided that it acts in accordance with its Charter, or which requires a party to the dispute to do something that is prohibited by any applicable legislation.
- If the VBIDP deals with the dispute by arbitration and makes an arbitral award (**Decision**):
  - any party to the dispute (or its representative) may, within twenty one (21) days after the date of the Decision, have the Decision reviewed by the FWC, in which case Step 3 below applies;
  - if no party refers the Decision for review within the period stated above, that Decision will be final and binding on the parties to the dispute.

#### Step 3—Referral to the FWC

- If a party to the dispute refers the Decision for review to the FWC, all parties to the dispute irrevocably consent to the FWC dealing with the dispute, including by arbitration.
- A review by the FWC is not a hearing afresh (not a hearing de novo); it is a review by way of rehearing. This means that the FWC must identify whether the VBIDP has made an error of law, a material error of fact or a decision which is legally unreasonable or unjust (inferred error). It is acknowledged that the FWC has the discretion to admit new evidence as required.
- The FWC may deal with the dispute by conciliation, arbitration, or by the exercise of any of its other powers under the FW Act, or by any combination of methods.



- If the FWC deals with the dispute by arbitration:
  - by a single member of the FWC and makes an arbitral award (**FWC Decision**):
    - any party to the dispute (or its representative) may, within twenty-one (21) days after the date of the FWC Decision, appeal to a Full Bench of the FWC;
    - if no party appeals from the FWC Decision within the period stated in above, that FWC Decision will be final and binding on the parties to the dispute.
  - by a Full Bench of the FWC and makes a decision, the decision will be final and binding on the parties to the dispute.

### **Steps available in the event of non-compliance by a party**

- If any party to the dispute fails or refuses to comply with or participate in Step 1 of this clause, any other non-breaching party to the dispute (or its representative) may, in its absolute discretion:-
  - refer the dispute to the VBIDP, which will deal with the dispute in accordance with Step 2 above noting that the non-breaching party may request the VBIDP at this stage to refer the dispute directly to the FWC to deal with the dispute by conciliation, arbitration, by the exercise of any of its powers under the FW Act, or by any combination of methods.
- If any party to the dispute fails or refuses to comply with or participate in Step 2 of this clause, any other non-breaching party to the dispute (or its representative) may, in its absolute discretion:
  - refer the dispute to the FWC to deal with the dispute by conciliation, arbitration, or by the exercise of any of its other powers under the FW Act, or by any combination of methods; or
  - continue to pursue Step 2 above, including by seeking that the VBIDP make a Decision despite any non-compliance or non-participation of any other party.

### **Directions and requests of the VBIDP**

- The VBIDP may inform itself in relation to any dispute in such manner as it considers appropriate in accordance with its Charter. Including but not limited to:
  - Requesting oral or written submissions;
  - Requesting relevant documents, records, or other relevant information;
  - or
  - Conducting a conference or holding a hearing.

A party to the dispute will comply with any request of the VBIDP made under this clause, unless the party has a reasonable excuse.

### **Enforcement - Finality of a Decision**

- Subject only to the rights of review / appeal expressly provided for in this clause, a Decision or an FWC Decision is final and binding and may be immediately enforced.

## **Enforcement of a Decision**

- All parties to a dispute must comply with, and give effect to, any Decision or FWC Decision.
- A party to a dispute that fails to comply with, or give effect to, a Decision or FWC Decision, contravenes this clause.
- 
- The parties agree that:
  - any Decision or FWC Decision may be enforced by an action seeking appropriate remedies (including, but not limited to, payment of a debt, damages, or specific performance) in any court of competent jurisdiction; and
  - interest will accrue on any sum payable under a Decision at the rate prescribed from time to time in respect of pre-judgment interest under the Rules of the Federal Court of Australia.

## **Status quo**

- While the dispute is being dealt with in accordance with the procedure in this clause:
  - the parties will maintain the status quo existing immediately prior to the subject matter of the dispute arising. Neither party will engage in any industrial stoppages, bans and or limitations. Work shall continue in accordance with the status quo unless an employee has a reasonable concern about an imminent risk to their health or safety; however
  - the employer may direct an employee to perform other available work at the same workplace, or at another workplace, on the same terms and conditions of employment, if it is reasonable to do so to protect the health, safety or welfare of employees.
- For the avoidance of doubt, “**Maintain the status quo**” means that the action giving rise to the dispute will be withdrawn, and the situation immediately prior to the action giving rise to the dispute will apply until the dispute is resolved.

## **Employee participation and representation**

- Employees are entitled to a representative of their choice, including a Union representative, for the purposes of this clause.
- Employees to whom a dispute directly relates and who are necessarily required to participate in the procedure provided for in this clause are entitled to do so without loss of pay.
- Employees who are required to attend as a witness in an arbitration are entitled to do so without loss of pay.
- In the event that the parties to the dispute fail to agree on the identity or number of persons who qualify under this clause, the question will be determined by the VBIDP or the FWC (whichever is then dealing with the dispute) as part of the dispute.

## **PA RT 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

**15. GENERAL**

**15.1** Employees (excepting apprentices) under this Agreement will be employed either as full-time or part-time employees on weekly hire or casual employees.

**15.2** At the time of engagement the employer will inform each employee of the terms of their engagement, in writing.

**16. WEEKLY HIRE EMPLOYEES**

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

**17. CASUAL EMPLOYEES**

**The employer will not engage an employee as a casual employee merely to avoid an obligation under this Agreement.**

**17.1** The employer may engage an employee as a casual employee.

**17.1.1** In addition to the appropriate hourly rate paid for the type of work performed: - a casual employee will be paid an additional twenty – five percent (25%) of the applicable hourly rate for the first four (4) weeks of their employment and after four (4) weeks employment the casual employee will be paid forty per cent (40%) of the applicable hourly rate.

**17.2** The casual loadings prescribed in Clause 17.1.1 will be paid to the casual employee in lieu of paid annual leave, personal / carers leave and notice of termination. The loading constitutes part of the casual employee's all-purpose rate.

**17.2.1** A casual employee works:

- 17.1.1(a)** Less than thirty-six (36) hours per week;
- 17.1.1(b)** Less than five (5) days per week; and
- 17.1.1(c)** No more than two (2) successive weeks.

**17.2.2** A casual employee who works in excess of 17.2.1(a), 17.2.1(b) or 17.2.1(c) must be converted to weekly hire employment. This conversion will occur automatically.

**17.3** The employer shall pay a casual employee a minimum of eight (8) hours for each engagement, on Monday to Friday, and three (3) hours on weekends.

**17.4 Casual Conversion**

**17.4.1** A casual employee who has been engaged for a period of six (6) months or more will be entitled to elect to convert to daily hire employment.

**17.4.2** Where a casual employee elects to convert their employment to daily hire in accordance with Clause 17.4.1, conversion to daily hire will be offered as either full-time employment (i.e. a full-time daily hire employee is engaged and paid for thirty-six (36) hours per week) or part – time (on the basis of the hours the casual employee regularly worked).

- 17.4.3** A casual employee who has the right to elect to convert their employment in accordance with Clause 17.4.1 will give four (4) weeks' notice in writing to the employer.
- 17.4.4** Where the employer receives notice of the right to elect in accordance with Clause 17.4.1, the employer must:-
- 17.4.4(a)** respond to the employee's notice within four (4) weeks of receiving the notice;
  - 17.4.4(b)** notify the employee in writing stating whether the conversion has been accepted or refused; and
  - 17.4.4(c)** not unreasonably so refuse conversion to weekly hire.

## **17.5 PART TIME EMPLOYEES**

- 17.5.1** An employee employed on a part-time basis shall, subject to the provisions in Clause 17.5.2, be entitled to all of the full-time entitlements provided in the Agreement on a pro rata basis.
- 17.5.2** The entitlements provided in: -
- Clause 19 - Apprentice contribution
  - Clause 22 – Redundancy
  - Clause 25 & 26 – Insurance
  - Clause 40 – Portability of Sick Leave
  - Clause 46 – Industry Training
  - Clause 60 – Bill Payer Insurance
  - Clause 61 – Employee & Family Welfare Support

Shall be paid in accordance with either the Trust Deed and/or the Insurance Policy.

## **18. EMPLOYER AND EMPLOYEE DUTIES**

- 18.1** The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de - skilling.
- 18.2** It is understood that during periods of peak load it is a common practice for an employer to source sprinkler fitters for the purpose of supplementing their own labour force.

## **19. APPRENTICES**

### **General**

- 19.1** Apprentices will be engaged as a full-time weekly hire apprentice for a period of Four (4) years **or** for the remainder of their apprenticeship.
- 19.2** Except where it is inconsistent with this clause, the provisions of the *Education and Training Reform Act 2006 (Vic)* will apply to Apprentices.
- 19.3** **Training Contact**

- 19.3.1** An apprentice shall be party to an Apprenticeship/Traineeship Training Contract (**Training Contract**)
- 19.3.2** The Training Contract forms a legally binding agreement between the employer and an apprentice for the training of the apprentice.
- 19.3.3** The Training Contract establishes obligations on the employer and the apprentice.
- 19.3.4** The employer will provide training and/or provide access to training consistent with the contract or training agreement and without loss of pay.

#### **19.4 Suspension/Cancellation of Training Contract**

- 19.4.1** The Training Contract may be cancelled or suspended in accordance with the requirements of the Training Contract.
- 19.4.2** Where the Training Contract is temporarily suspended, the apprentice will be immediately placed on leave without pay.
- 19.4.3** In addition, where the Training Contract is temporarily suspended, the apprentice will not progress to the next Year Level of their apprenticeship while on suspension.

#### **19.5 Disputes**

- 19.5.1** Any question or difference arising between the employer and an apprentice about:-
  - 19.5.1(a)** the Training Contract, or anything contained in the Training Contract; or
  - 19.5.1(b)** the construction or operation of the Training Contract; or
  - 19.5.1(c)** the rights, duties and liabilities of the employer or apprentice under the Training Contract;

shall be referred by either the employer or the apprentice to the Victorian Registration & Qualifications Authority (**VRQA**).

- 19.5.2** If a matter is referred to the VRQA under Clause 19.5.1, the VRQA may:-
  - 19.5.2(a)** cancel, suspend or vary the Training Contract; or
  - 19.5.2(b)** order the employer and the apprentice to the Training Contract to perform all or specified obligations or duties under or related to the Training Contract; or
  - 19.5.2(c)** make any consequential orders that the VRQA thinks fit; or
  - 19.5.2(d)** make any other order the VRQA thinks fit.

#### **19.6 Training Plan**

- 19.6.1** An apprentice shall be a party to an individual Training Plan.

**19.6.2** The Training Plan sets out the training that the apprentice will do both on – the – job and off – the – job. The Training Plan also sets out how the Registered Training Organisation (**RTO**) will ensure the apprentice will receive quality training – both on – the – job and off – the – job.

**19.6.3** The Training Plan reflects the choices made by the employer and the apprentice in relation to:-

- the RTO that will train the apprentice;
- which competency standards will be covered and in what order;
- when, where and how training is provided;
- which trainer / facilitator provides the training;
- who assesses the apprentice; and
- how the training is evaluated.

## **19.7 Terms/Conditions of Employment, Wages and Allowances**

**19.7.1** Subject to Clause 19.7.3, apprentices will be entitled to all terms/conditions of employment, wages and allowances as prescribed in this Agreement.

**19.7.2** In determining the wages to be paid to an apprentice, any credit applicable to the term of the apprenticeship will be counted as part of the term of the apprenticeship already completed.

**19.7.3** The following clauses shall have no application or operation to an apprentice:-

- Clause 21 - Termination of Employment, and
- Clause 22 - Redundancy, and
- Clause 32 - Presenting for Work but not required.

### **Redundancy Protection Scheme**

**19.7.4** The employer shall enrol all apprentices in the Incolink Redundancy Protection Scheme.

**19.7.5** From 1 March 2024, the employer will contribute \$5.00 per week per apprentice for the Redundancy Protection Scheme to apprentices. The \$5.00 per week costs is part of the Additional Benefits payment required under Clause 4.4 and are detailed in clause 56 of the Agreement.

## **19.8 RTO Training**

**19.8.1** The employer will release the apprentice to attend a Registered Training Organisation (**RTO**) during ordinary hours of work for the purposes of undertaking the off the job component of the apprenticeship without loss of pay (including fares and travel time allowances).

**19.8.2** Apprentices will be paid all wages and allowances as specified by this Agreement for time spent attending at an RTO in the course of their apprenticeship. All time spent attending the RTO in the course of the apprenticeship will count as time served for all purposes of the Agreement.

**19.8.3** If an apprentice is required to attend an RTO on the day of an RDO or on Picnic Day, the apprentice will be entitled to a substitute day to be taken at a time agreed to by the employer and the apprentice. Overtime rates will not apply.

## **19.9 Reimbursement of Tafe/ RTO Training Fees and Textbooks**

- 19.9.1** Apprentices attending an RTO, such as Fire Industry Training (**FiT**), will be reimbursed all fees (which includes, but is not limited to: - tuition fees, amenities fees, materials fee, etc) charged by FiT or alternate RTO.
- 19.9.2** Reimbursement (in accordance with Clause 19.9.1) will be subject to the presentation of evidence: -
- 19.9.2(a)** supporting the satisfactory completion of such training (Statement of Attainment); and
  - 19.9.2(b)** evidence of payment (including the applicable invoice/s and the applicable receipt/s).
- Note:-** The receipt shall be in the form of an itemised account that details how the payment was made up.
- 19.9.3** Once the Statement of Attainment and the receipt has been provided to the employer, the employer will reimburse the apprentice within the next two (2) weeks.
- 19.9.4** The employer will not be obliged to reimburse an apprentice for any fees incurred prior to their appointment with the employer. If an apprentice joins the employer for a part of a year, the employer will reimburse the apprentice their fees on a pro rata basis.
- 19.9.5** Where an apprentice termination occurs by mutual agreement or redundancy, the apprentice shall be entitled to a reimbursement for all fees (which includes, but is not limited to:- tuition fees, amenities fees, materials fee, etc) that has been successfully completed up to the termination date.
- 19.9.6** There will be no obligation on the employer to reimburse an apprentice that resigns their employment with the employer unless the employee can satisfy the requirements of Clause 19.9.2.
- 19.9.7** Reimbursement (in accordance with Clause 19.9.1), will not “double dip” any government subsidy, reimbursement payment by another employer, or similar payments to which the apprentice may be entitled. This does not include any government allowance(s) for tools or equipment.
- 19.9.8** Direct payment of the fees prescribed in Clause 19.9.1, shall satisfy the requirement for reimbursement prescribed in Clause 19.9.2.

## **19.10 Termination of Employment by the Employer**

### **Notice specifying day of termination**

- 19.10.1** The employer must not terminate an apprentice’s employment unless the employer has given the apprentice written notice of the day of the termination (which cannot be before the day the notice is given) by:-
- 19.10.1(a)** delivering it personally; or

**19.10.1(b)** leaving it at the apprentice's last known address; or

**19.10.1(c)** sending it by pre-paid post to the apprentice's last known address.

**Note:-** In accordance with Schedule 4 – State Training and Employment Provisions of the *Education and Training Reform Act 2006* (Act No 24/2006) (Vic) the written notice of termination must also be forwarded to the Victorian Skills Commission within five (5) working days after the termination.

### **19.10.2 Termination of Employment by the Employer - Amount of notice or payment in lieu of notice**

The employer must not terminate the apprentice's employment unless:-

**19.10.2(a)** the time between giving the notice and the day of the termination is at least the period (the **minimum period of notice**) worked out under Clause 19.10.3; or

**19.10.2(b)** the employer has paid to the apprentice (or to another person on the apprentice's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the apprentice (or to another person on the apprentice's behalf) at the full rate of pay for the hours the apprentice would have worked had the employment continued until the end of the minimum period of notice.

**19.10.3** Work out the minimum period of notice as follows:

**19.10.3(a)** first, work out the period using the following table:-

<b>Apprentice's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

**19.10.3(b)** then increase the period by one (1) week if the apprentice is over forty - five (45) years old and has completed at least two (2) years of continuous service with the employer at the end of the day the notice is given.

### **Notice of termination by an apprentice**

**19.10.4** The notice of termination required to be given by an apprentice is the same as that required of the employer, except that there is no requirement on the apprentice to give additional notice based on the age of the apprentice concerned.

**19.10.5** If an apprentice fails to give the required notice the employer may withhold from any wages due to the apprentice under the Agreement an amount that is no more than one (1) week's wages for the apprentice. Any deduction made under this clause must not be unreasonable in the circumstances.

## **19.11 Job search entitlement**



- 19.11.1** Where the employer has given notice of termination to an apprentice, an apprentice must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment.
- 19.11.2** The time off is to be taken at times that are convenient to the apprentice after consultation with the employer.

**19.12 Redundancy**

**The provisions of this Clause do not apply when the apprentice completes the approved training contract and cannot be placed into employment with the employer.**

**Entitlement to redundancy pay**

- 19.12.1** An apprentice is entitled to be paid redundancy pay by the employer if the apprentice's employment is terminated, prior to the completion of the apprentice's training contract and such termination:-
- (a) is at the employer's initiative, because the employer no longer requires the job done by the apprentice to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - (b) because of the insolvency, or bankruptcy, of the employer.

**Redundancy - Amount of redundancy pay**

- 19.12.3** Subject to Clause 19.12.4, the amount of redundancy pay equals the total amount payable to the apprentice for the redundancy pay period worked out using the following table at the apprentice's rate of pay prescribed in Appendix A –Wages, Fares Allowances and Travel.

Allowance for the for ordinary hours of work:-

<b>Redundancy pay period</b>		
	<b>Apprentice's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

**19.12.4 Offsetting of redundancy pay**

**19.12.4(a)** The amount of redundancy pay payable by the employer under Clause 19.12.4 **shall be offset** by the amount of redundancy pay payable to an apprentice through the Incolink Redundancy Protection Scheme.

**19.12.4(b)** The provisions of Clause 19.12.4(a) **shall apply** whether the apprentice claims the amount of redundancy pay payable to that apprentice through the Incolink Redundancy Protection Scheme or not.

### **19.13 Variation of redundancy pay for other employment or incapacity to pay**

**19.13.1** This Clause applies if an apprentice is entitled to be paid an amount of redundancy pay by the employer because of Clause 19.12 and the employer:-

**19.13.1(a)** obtains other acceptable employment for the apprentice; or

**19.13.3(b)** cannot pay the amount.

**19.13.2** On application by the employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate. The amount of redundancy pay to which the apprentice is entitled is the reduced amount specified in the FWC Determination.

### **19.14 Exclusions from obligation to pay redundancy pay**

**19.14.1** Clause 19.12 does not apply to the termination of an apprentice's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in Clause 19.10 (whichever happened first):

**19.14.1(a)** the apprentice's period of continuous service with the employer is less than twelve (12) months; or

**19.14.1(b)** the employer is a small business employer.

### **19.15 Apprentice leaving during notice period**

**19.15.1** An apprentice whose employment is to be terminated in accordance with this Clause 19.12 may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of this clause as if the apprentice remains with the employer until expiry of such notice. Provided that, in such circumstances, the apprentice will not be entitled to payment instead of notice.

**19.15.2** The employer will make reasonable attempts to identify an alternative employer with whom the Apprentice will complete the period of the indenture or contract of training.

**19.15.3** Where the employer identifies a suitable, alternative employer in accordance with Clause 19.15.2, the employer will have no obligations with respect to Clause 19.12.

**19.15.4** Clauses 19.12, 19.13, 19.14 and 19.15 will not apply where the Apprentice is terminated for reason of misconduct or insufficient/unsatisfactory performance.

### **19.16 Adult Apprentices**

**19.16.1** Where an apprentice was employed by the employer in a classification covered by the Agreement immediately prior to becoming an adult apprentice with the employer, such apprentice will not suffer a reduction in the rate of pay by virtue of entering into a Training Contract under Clause 19.3.

**19.16.2** For the purpose of fixing a rate of pay only, the adult apprentice will continue to receive the rate of pay (inclusive of the fares allowance and travel allowance [if applicable]) that is, from time to time, applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the Training Contract specified in Clause 19.3, unless the applicable rate of pay payable to that apprentice under Appendix A is higher.

**19.17 Apprentice – Employment and Apprentice Ratio to Tradespeople**

**NOTE:** This clause only applies on projects with a total project value of over one hundred and fifty million (\$150M).

**19.17.1** The parties to this Agreement recognise that the fire protection contracting industry in Victoria will, during the list of this Agreement, experience unprecedented demand with Victoria's public infrastructure development plan.

**19.17.2** To avoid potential industry skill shortages, the parties to this Agreement agree to seek to maximise the employment of apprentices in accordance with the following provisions:

**19.17.2(a)** the employer shall endeavour to maintain a ratio of at least two (2) apprentices to ten (10) Registered Sprinkler Fitters.

**19.17.2(b)** where the ratio provided in 19.17.2(b) is not achievable due to health and safety reasons or matters outside of the employer's control, the parties shall discuss the matter and try and reach a settlement;

**19.17.2(c)** the number of apprentices engaged should not exceed the number of Registered Sprinkler Fitters employed on any site, project or job;

**19.17.2(d)** all apprentices must be supervised by a Registered Sprinkler Fitter.

**19.17.3** The employer and the Union shall discuss and implement agreed strategies to maximise employment of apprentices by the employer.

**19.17.4** An employer may comply with the provisions of this clause by on hiring an Apprentice through RAW GTO. In the event RAW GTO is unable to provide the employer an Apprentice, the employer may, in consultation with the Union, utilise an alternate GTO.

**NOTE:** The application of this clause shall not be used to displace existing employees.

**20. SHAM CONTRACTING**

**Whilst the employer may engage labour hire for a variety of reasons, the employer acknowledges that it is not its intention to use supplementary labour to undermine the employment security and terms and conditions of employment under the Agreement.**

**20.1** The employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of employees covered by this Agreement.

**20.2** Where the employer makes a definite decision to engage a sub - contractor and / or a labour hire worker to perform work covered by the Agreement, the employer must consult in good faith with potentially affected employees and the Union. For the performance of work that would be covered by this Agreement if it were performed by direct employees of the employer, the employer shall only engage sub-contractors and/or labour hire companies who apply wages and conditions that are no less favourable than the terms and conditions provided in this Agreement.

**20.3** The employer agrees to consult with potentially affected employees and the Union as soon as practicable and not less than fourteen (14) days before commencement of work by sub – contractors and / or labour hire. If consultation does not occur, or if the employer has less than fourteen (14) days’ notice of the need to commence work, consultation will occur as soon as practicable - and in any case not more than fourteen (14) days after the contractors or labour hire commence work.

#### **Engagement of Sub – Contractor and / or Labour Hire Worker**

**20.4** A sub - contractor or a labour hire worker will be engaged according to the following terms:-

**20.4.1** the sub - contractor or the employer of the labour hire worker will apply wages, allowances and terms and conditions of employment (including but not limited to Incolink – redundancy and insurances, superannuation and My Leave payments) that are no less favourable than the wages, allowances and terms and conditions of employment provided in the Agreement; and

**20.4.2** the sub - contractor or the employer of the labour hire worker will have its own safe work method statements and OHS Plans; and

**20.4.3** the sub - contractor or the labour hire worker will hold current public liability and worker’s compensation insurances; and

**20.4.3** builders will be notified that the sub - contractor or the labour hire worker has been engaged and that they will be inducted under their company name; and

**20.4.4** all employees employed by the sub - contractor or the employer of the labour hire worker will hold all appropriate registrations and / or licences to carry out the work they are performing; and

**20.4.6** all employees of the sub - contractor or the labour hire worker will obey by all Site requirements.

**20.4.7** A labour hire worker will only be engaged from a company that is registered and licensed to provide that labour hire worker.

**20.5** In the event of a dispute about whether consultation has occurred under this clause, the matter will be dealt with in accordance with Clause 14 - Disputes Resolution Procedure.

**20.6** The employer will not end the employment of an employee(s) for reason of redundancy where the employer has engaged a labour hire provider or contractor(s) or to perform the work performed by that employee(s) at the time of their redundancy.

#### **21. TERMINATION OF EMPLOYMENT**

## 21.1 Notice of Termination

- (a) In order to terminate the employment, the employer must give to the employee the following notice:

Employee's period of continuous Service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) In addition to the notice in 21.1 (a), employees over Forty-Five (45) years of age at the time of the giving of the notice with not less than Two (2) years' service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 21.1 (a) and 21.1 (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) If the Employer pays out the notice, the amount paid to the employee must equal the full amount the employee would have been paid if they worked until the end of the notice period. This includes Incentive based payments and bonuses, all loadings monetary allowances, overtime, penalty rates, any other separately identifiable amounts.
- (e) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees.

## 21.2 Notice of termination by employee

The notice of termination required to be given by an employee must be one (1) week's notice or payment in lieu of the notice if the notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the balance.

## 21.3 Statement of employment

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

## 21.4 Standing down of employees

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

## 21.5 Portable sick leave on termination

Employees, employer representatives and the employer support the industry portable sick leave scheme which ensure sick leave credits, up to a potential maximum of One Hundred (100) days, are not lost on termination. As part of Termination the Employer will inform Incolink of any unused Sick Leave Credits within seven (7) days of Termination.

## **22. REDUNDANCY**

### **This clause does not apply to an Apprentice**

#### **Redundancy protection**

**22.1.1** The employer shall enrol all employees in a Redundancy Protection Scheme.

**22.1.2** The Incolink Redundancy Protection Scheme or a similar scheme providing equivalent benefits or better benefits shall be taken as agreed to by the majority of employees and the employer for the purpose of this Clause. The benefits to be provided to the employees shall be the equivalent to the benefits provided by the Incolink Redundancy Protection Scheme.

From 1 March 2024, the employer will contribute **\$160.00** per week per employee for the Redundancy Protection Scheme.

**22.1.3** The amount prescribed in Clause 22.1.2, shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increases shall take effect from the first pay period on or after 1 October 2024, 1 October 2025, 1 October 2026 and 1 October 2027.

**22.2** Where the employer is a member a fund of which Redundancy Payment Central Fund Ltd (Incolink) is trustee (such as one of the Redundancy Payment Approved Worker Entitlement Fund(s)), howsoever numbered (the appropriate Incolink Fund) all the employees of the employer within the scope of this Agreement will be enrolled in the appropriate Incolink Fund and be entitled to redundancy benefits in accordance with the terms of this Agreement and the Trust Deed.

**22.3** The employer shall pay contributions to the appropriate Incolink Fund on behalf of each employee, for each week of service, in accordance with this Agreement and the Trust Deed. If Incolink nominates any other Australian Taxation Office (ATO) approved fund pursuant to its Trust Deed the employer shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.

**22.4** The redundancy payments which the employer is liable to pay are whichever are the greater of the entitlement of the employee as per Clause 22.9 and the entitlement of the employee under the appropriate Incolink Fund Trust Deed (or under the constituting documents of any other ATO approved fund nominated by Incolink pursuant to its Trust Deed).

**22.5** The liability of the employer 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 appropriate Incolink Fund, or another ATO approved fund nominated by Incolink pursuant to its Trust Deed.

**22.6** References in this Clause to the appropriate Incolink Fund include a reference to another fund for comparable purposes nominated by Incolink for the purposes of this Agreement as a fund which meets the requirements of an appropriate Incolink Fund.

**22.7** The provisions of this clause will not result in any ‘double dipping’ in respect to benefits payable to an employee.

**22.8 Redundancy funds**

**22.8.1** An employer bound by this Agreement may utilise a fund to meet all or some of the liabilities created by this clause. Where:-

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

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

**Redundancy Pay**

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

<b>Period of continuous service with the employer</b>	<b>Redundancy/severance pay</b>
1 year or more but less than 2 years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 week's pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 week's pay
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 week's pay
4 years or more	8 weeks' pay

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

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

**Casual employees and Apprentices**

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

**22.13** Service as an Apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this Clause if the employee completes an apprenticeship and remains in employment with the employer for a further twelve (12) months.

#### **Employee leaving during notice**

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

#### **Retrenchment Criteria**

**22.15** If, during the life of this agreement, the employee is required to reduce the number of required Sprinkler Fitter/Fire Protection Workers, then after voluntary redundancies have been occurred the criteria for selection includes all of the following: (Each of these headings will be rated out of ten (10) and an assessment of all employees must be completed prior to any retrenchment).

- (a) Special skills and experience;
- (b) Self-motivation and ability to work without supervision;
- (c) Attendance and punctuality;
- (d) Length of service with the company; and
- (e) Reliability.

## **PART 4 – REMUNERATION AND PAYMENT OF WAGES**

### **23. PAYMENT OF WAGES AND TIME RECORDS**

#### **Payment of Wages**

**23.1** Wage rates and allowances will be in accordance with **Appendix A** of this Agreement.

**23.2** All wages, allowances and other monies will; be paid in cash or electronic funds transfer into an account/s of a recognised financial institution nominated by the employee.

**23.3** All wages, allowances and other monies are to be paid weekly.

**23.4** The employer shall ensure that all payments are made by no later than the close of business on a Thursday of each week.

**23.5** Should payday coincide with a public holiday, the employer shall pay the employee on the last working day preceding the public holiday.

**23.6** If, solely through the deliberate intent of the employer, an employees' pay has not been authorised by the employer to be transferred from the employers' bank account by 6.00pm on the regular pay day the employee shall be paid at overtime rates for all



hours until their pay is available or have agreed arrangements between the employer and employee provided that the employee is not disadvantaged. The employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer from complying with this clause; for example, bank error or delay.

### **Payment on termination**

**23.7** Subject to Clause 23.8, when notice of termination of employment has been given by the employee or an employee's services has been terminated by the employer, payment of all wages and other monies owed to the employee will be made on the day concerned.

**23.8** Where it is impractical to comply with Clause 23.7, the employer shall pay the employee by no later than the normal pay period as prescribed in Clause 23.4.

### **Payslips**

**23.9** Particulars of details of payment to each employee will be provided in a statement handed to the employee at the time payment is made and will contain the following information:-

- name and classification of the employee;
- date of payment;
- period covered by such payment;
- the number of ordinary hours worked;
- the amount of wages for work at ordinary rates and the hourly rate;
- the gross amount of wages and allowances paid;
- the amount of each deduction made and the name of the fund or account to which it was paid;
- the net amount of wages and allowances paid;
- the number of hours paid at overtime rates, the hourly rate(s) and the total amount paid;
- the amount of allowances or special rates paid and the nature thereof;
- annual leave loading payments;
- payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays;
- the employee's superannuation fund name, account number and amount of contributions made to it; and
- RDO and annual leave accruals

as required by *Fair Work Regulations 2009 (FW Regs)* or under the FW Act; as well as the following:

- the employee's long service leave registration number.

### **Time Records**

**23.10** The employer will keep a record for a continuous period of seven (7) years from which can be readily ascertained the following:

- the name of the employer;
- the name of each employee and their classification;
- the date the employee's employment began;
- the hours worked each week;

- the rate of remuneration at which the employee is paid;
- the gross amount of wages and allowances paid;
- the amount of each deduction made and the nature of it;
- the net amount of wages and allowances paid;
- the leave taken by the employee, the employee's entitlement from time to time to that leave, and accrual of leave;

as required by FW Regs, as well as the following:-

- the employer's workers compensation policy or other satisfactory proof of insurance such as a renewal certificate;
- any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYG Tax, whether under a Group Employer's Scheme or not;
- a certificate or other documentation from the State Long Service Leave Board or authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies;
- the employer's and the employee's relevant superannuation scheme name and number, the amount of contributions made, the period over which the contributions are made, when the contributions are made, and details of any election of fund made by an employee, including the name of the employee, the fund, and the date the election was made;
- the location of the job if it is outside the radius specified in Appendix B – Fares Allowance and Travelling Allowance.

**23.11** A record must be in a legible form in the English language or in a form that is readily accessible and is convertible into a legible form in the English language.

**23.12** Any failure to remunerate an employee/s in accordance with this Agreement, falsification of payslips or employee records constitutes a breach of this Agreement.

## **24. SUPERANNUATION**

### **Minimum Contribution**

**24.1** The employer must make superannuation contributions for each employee to Cbus at a rate that is not less than the charge percentage from time to time under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SGA Act) or any other minimum rate of contribution prescribed by law from time to time (Minimum Contribution Rate).

**24.2** Any statutory increases to the Minimum Contribution Rate during the term of this Agreement will be in addition to the respective Ordinary Time Earnings (**OTE**) of employees and will not result in any reduction in OTE.

**24.2.1** As of 1 July 2023, the level of Minimum Contribution Rate required to be paid on behalf of each employee is eleven percent (11%) of the employees' OTE.

**24.3** An employer **may elect** to pay the contributions specified in the following table.

**WARNING - FOLLOWING THIS TABLE DOES NOT NECESSARILY MEAN YOU COMPLY - READ THE NOTES**

First pay period commencing on or after	Registered Sprinkler Fitter	Sprinkler Fitter/ Labourer
1 July 2023	\$260.00 per week	\$250.00 per week
1 July 2024	\$280.00 per week	\$ 270.00 per week
1 July 2025	\$300.00 per week	\$290.00 per week
1 July 2026	\$320.00 per week	\$310.00 per week

**Note 1** It should be noted that the quoted dollar rates in the table in Clause 24.3 may not comply with Clauses 24.1 and 24.2; in that the contributions may be less than the actual Minimum Contribution Rate required to be paid by the employer.

**Note 2** The table in Clause 24.3 represents the Minimum Contribution Rate payable for an employee in a particular situation. The quoted dollar rates are based around an employee who is working on a project in the City of Melbourne which has a project value of between \$244.6M and \$326M (which attracts a \$4.55 per hour Site Allowance) and is working between the 46<sup>th</sup> Floor and 60<sup>th</sup> Floor (which attracts a \$1.41 per hour Multi Storey Work Allowance). Rates quoted were applicable from the first pay period on or after 1 October 2023.

**Note 3** In some instances the rate will be higher than the Minimum Contribution Rate, whilst in others the rate will be less than the Minimum Contribution Rate. For this reason, where the Minimum Contribution Rate is higher than the quoted dollar figures the contributions specified in the table in Clause 24.3 **does not limit the liability of the employer under the SGA Act.**

**Note 4** An employer that is paying in accordance with the table in Clause 24.3 **must at all times ensure** that the quoted dollar rates are at the least equal to their obligations in the SGA Act, Clauses 24.1 and 24.2.

**24.4** Superannuation contributions payable by the employer to Cbus must be paid monthly on the 1st day of each month.

**24.5** Subject to Clauses 24.1 and 24.2, and without limiting any other provision of the Agreement, the employer shall make superannuation contributions for an employee into the employee's superannuation fund in accordance with Clause 24.4.

**24.6** Where an employee wishes to have their pay salary sacrificed for additional superannuation, the employer will comply with the employee's request without reasonable delay consistent with statutory requirements. All entitlements and benefits contained in this agreement, for the purposes of all contributions shall be calculated on the pre-salary-sacrifice pay. Where an employee nominates an alternative fund other than CBUS, reference to CBUS in this Agreement shall be read as the alternative fund nominated by the employee.

**24.7** Despite anything to the contrary in this Agreement:

**24.7.1** if the employer does not make superannuation contributions for an employee in accordance with this Agreement on the due date for payment, the employer must give that employee and the Applicable Trustee written notice of the non-payment within two (2) business days of the due date for payment and include the following details in that notice:-

**24.7.1(a)** the reasons for the non-payment;



the purpose of clarity, where an employee receives a payment for any purpose other than in accordance with Clause 24.9.1, the employee will be deemed to be on unpaid leave.

### **Work related injury or illness**

**24.9.3** In the event of an eligible employee's absence from work being due to work related injury or work-related illness, contributions at the normal rate will continue for the period of the absence provided that:

**24.9.3(a)** the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Agreement.

**24.9.3(b)** the person remains an employee of the employer.

**24.10.1** The employer must be a participating employer in the Construction and Building Unions Superannuation Scheme (**Cbus**) and subject to an employee's right to choose a superannuation fund under section 32F of the SGAA, all employees covered by the Agreement (including Apprentices) of the employer shall be enrolled as members in Cbus and subject to an employee's right to choose a superannuation fund under section 32F of the SGAA, and be entitled to superannuation benefits in accordance with the terms of the trust deed for Cbus.

**24.10.2** Despite anything to the contrary in this Agreement, the employer acknowledges and agrees that whether or not the employer enters into an agreement with the respective trustees for each employee's superannuation fund (**Applicable Trustee**) pursuant to which the Employer agrees to be bound by the terms from time to time of the trust deed for that fund (**Applicable Trust Deed**), the employer is deemed to have agreed with the Applicable Trustee and each employee to be bound by the terms of the Applicable Trust Deed to the extent of:-

**24.10.2(a)** the employer's obligations to make superannuation contributions for employees under this Agreement; and

**24.10.2(b)** otherwise, an employer's obligations under the Applicable Trust Deed,

and any one (1) or more of the employee, the employee's authorised representative or the Applicable Trustee may rely on this clause as conclusive evidence of the employer's agreement to be bound by the Applicable Trust Deed.

### **INDUSTRY FUND COMPLIANCE**

**24.10.3** The employer must ensure that all payments to CBUS, Incolink (or alternative insurance provider) and Leave Plus (previously ColInvest) are up - to - date and made in full in accordance with the Agreement, the relevant Trust Deed and / or the applicable legislation.

**24.10.4** When an employee, or the union, raises a concern in respect of the employee's entitlements and / or the employer's compliance with payments and / or registration with the aforementioned industry funds or schemes, the employer shall provide to the employee, or their representative if requested by the employee, all relevant information to assist with resolving any concerns.

### **Failure to Make Payments to Industry Funds**

**24.10.5** If an employee or the union has a genuine and reasonable belief that the employer has failed to comply with either:-

- Clause 22 – Redundancy; or
- Clause 25 – Insurance; or
- Clause 39 & 40 – Portability of Personal / Carer's Leave; and / or
- Clause 43 – Long Service Leave,

the following process will apply:-

**24.10.6** the employee or the union must notify the employer of the alleged non - compliance and what must be done to remedy it;

**24.10.7** the employer must consult in good faith with the employee and / or the union in an effort to resolve the matter.

#### **Non-Compliance with Superannuation**

**24.10.8** If the employer does not contribute the amounts in accordance with Clause 24 – Superannuation, the employer shall be liable to make the appropriate contributions immediately upon notification of the non - compliance.

**24.10.9** Any disputes related to this clause shall be dealt with via Clause 14 – Disputes Resolution Procedure. The parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.

### **25. INSURANCE**

#### **Trauma Insurance**

**25.1** The employer shall participate in an Incolink administered trauma insurance scheme and shall make relevant contributions on behalf of all employees to provide for the payment of trauma benefits to employees.

#### **Income Protection Insurance**

**25.2** The employer shall participate in an Incolink administered income protection scheme and shall make relevant contributions on behalf of all employees to provide for the payment of income protection benefits to employees.

#### **25.3 Journey Accident Insurance**

**25.3.1** The employer shall participate in an Incolink administered journey accident scheme and shall make relevant contributions on behalf of all employees to provide for the payment of journey accident benefits to employees.

**25.3.2** Subject to below, journey accident shall be compensation against the loss of ordinary wages arising from a work absence up to a period of twelve (12) months due to injuries or illness resulting from any accident incurred in journeys between the employee's residence and the workplace, and return.

**25.3.3** The employer's liability extends only to the reimbursement of the employee's ordinary rate.

All journey accident absences shall be supported by certification from a duly authorised medical practitioner.

**Incolink Income Protection, Trauma and Journey Accident Insurance**

**25.3.4** The following rates for Incolink Income Protection, Trauma and Journey Accident Insurance shall apply:-

<b>From the first pay period on or after</b>	<b>Amount</b>
1 October 2023	\$31.50
1 October 2024	\$32.00
1 October 2025	\$35.50
1 October 2026	\$38.50
1 October 2027	\$42.00

**INSURANCE – MINIMUM COVER / BENEFITS**

**26** The benefits required to be provided for the purposes of Clauses 25.1 – Trauma Insurance, 25.2 – Income Protection Insurance, and 25.3 – Journey Accident Insurance will be equivalent to, or superior to, the benefits provided in Appendix G – Insurance Cover Minimum requirements.

**27 INSURANCE – EMPLOYER LIABILITY**

If an employer fails to provide the insurance cover required in Clause 25, or obtains the insurance as required in Clause 25 but fails to maintain the minimum standards prescribed in Clause 25, the employer will be liable to pay the difference between the insurance cover provided (if at all) and the insurance cover provided in Appendix G – Insurance Cover Minimum Benefits.

**28. ACCIDENT MAKE-UP PAY**

**28.1** The employer will pay an employee accident pay, as defined in clause 9 – Definitions of this Agreement, where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers’ compensation legislation as amended from time to time.

**28.2** The employer shall pay accident pay as defined in this clause, during the incapacity of their employee/s arising from any one work-related injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not.

**28.3** The provisions of this Clause will not result in any ‘double dipping’ in respect to benefits payable to an employee.

**28.4** The liability of the employer to pay accident pay in accordance with this Clause will arise as at 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 will in no way affect the liability of the employer to pay accident pay as provided in this clause.

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

**28.6** The employer may at any time apply to the FWC for exemption from the terms of this Clause on the grounds that an accident pay scheme proposed or implemented by the employer contains provisions generally not less favourable to the employees than the provisions of this clause.

## **29. COMPENSATION FOR CLOTHES, TOOLS ETC.**

**29.1** An employee whose clothes, spectacles, hearing aid, or tools have been accidentally damaged, spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the relevant employee(s) and the employer.

**29.2** An employee will be reimbursed by the Enterprise to a maximum of \$500.00 for loss of clothing by fire or breaking and entering whilst securely stored at the Enterprise's direction in a room or building on the Enterprise's premises, job or workshop s provided in this agreement.

**29.3** When the employer requires an employee to wear spectacles with toughened glass lenses the employer will pay for the toughening process or the cost of the new lenses.

### **Tools**

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

## **30. APPLICATION OF SITE AGREEMENTS**

**30.1.1** Where a Project Agreement prescribes rates of pay and conditions to apply across the site which are more beneficial than those contained in the Agreement, those rates and conditions will apply whilst employees are working on the project; and

**30.1.2** Where the Project Agreement prescribes a Site allowance, the greater of such allowance shall apply in addition to the rates of pay prescribed by the Agreement and the terms of the Agreement shall continue to apply.

## **INDUCTIONS / OFF THE JOB TRAINING**

### **Induction Training**

**30.1.3** An employee that is required to undertake Induction Training must be paid their ordinary hourly rate or proposed ordinary hourly rate plus any and all applicable allowances (e.g. fares allowance, travel allowance, etc) by their employer or their proposed employer for all time spent undertaking the induction.

**30.1.4** Where the employee undertakes the Induction Training outside their ordinary hours, the employer will pay the employee at single time rates. Overtime rates will not apply.

### **Job Specific Training**



**30.1.5** An employee that is required to undertake Job Specific Training must be paid their ordinary hourly rate or proposed hourly rate plus any and all applicable allowances (e.g. fares allowance, travel allowance, etc) by their employer or their proposed employer for all time spent undertaking the Job Specific Training.

**30.1.6** Where the employee undertakes the job specific training outside their ordinary hours, the employer must pay the employee at single time rates. Overtime rates shall not apply.

### **Continuing Professional Development**

**30.1.7** If, during the life of the Agreement, Continuing Professional Development (**CPD**) is introduced for sprinkler fitters, all time spent in complying with the CPD obligations will be the responsibility of each sprinkler fitters.

**30.1.8** The employer will not be required to pay the employee for time spent in complying with their CPD obligations. Nor will the employer be required to pay for any costs associated with CPD.

### **Local Labour / Visa Requirements**

**30.1.9** The parties to this Agreement seek to ensure that there is an ongoing supply of local sprinkler fitters who are appropriately trained. The use of temporary Visa holders is not a viable option to ensure that local fire protection labour requirements will be sustainable into the future.

**30.1.10** The employer will ensure that all employees are lawfully entitled to work in Australia and have the appropriate qualifications to perform work covered by this Agreement.

## **PART 5 – HOURS OF WORK AND RELATED MATTER**

### **31. HOURS OF WORK**

**31.1** The ordinary hours of work will be thirty-six (36) hours worked anytime between 6.00 a.m. and 6.00 p.m. Monday to Friday. Starting time will be between 6.00 a.m. and 9.30 a.m. The precise starting time will be arranged between the employer and the employees recognizing the operational requirements of the employer provided always occupational health and safety principles remain paramount.

**31.2** Where employer efficiency and client needs require alteration of ordinary working hours such hours may be varied by agreement between the employer and a majority of all employees. Employees will be given five (5) days' notice of any change in the spread of hours or start time. Occupational health and safety principles remain paramount regarding discussions concerning alteration of ordinary working hours.

**31.3** Matters on which agreement may be reached include:-

**31.3.1** How the hours are to be averaged in a work cycle;

**31.3.2** The duration of the work cycle;

**31.3.3** Rosters which specify starting and finishing times; and

**31.3.4** Daily maximum hours.

### **Flexibility of RDOs**

- 31.4** The Rostered Days Off (**RDO**) Schedule at Appendix F – Working Day (RDO) Calendar will be observed.
- 31.5** The RDO calendar for subsequent years will be agreed between the parties.
- 31.6** Employee/s will receive twenty-six (26) RDOs each year.
- 31.7** Flexibility for the taking of RDO's is provided for In Appendix C – Working Day (RDO) Calendar.
- 31.8** The employer will maintain a continuous reconciliation of hours worked or accrual against hours taken as RDOs. If the employee terminates his/her employment for any reason this reconciliation will determine where any hours (or part thereof) should be deducted or credited to the employee's final payment
- 31.9** Flexibility with RDO's is to be maintained at all times to meet business requirements. Flexibility with RDOs is a necessity in the Sprinkler Fitting/Fire Protection Industry. RDOs may be shifted from the industry calendar with the consent of the majority of affected employees and a majority of employees will not withhold a reasonable request to work on an RDO where circumstances require it.

### **Work cycles**

- 31.10** The method for calculating work cycles is that the ordinary working hours will be worked in a ten (10) day/two (2) week cycle, Monday to Friday inclusive, with eight (8) hours worked for each of nine (9) days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which will be taken as a paid day off. The tenth day of the cycle will be known as the RDO and will be taken as outlined below. Payment on such an RDO will include the daily wages, Fares and Travelling Allowance, and any applicable Site Allowance.
- 31.11** Provided that twenty-six (26) RDO's will be accrued by an employee in each twelve (12) months continuous service. This will not apply for the period an employee is on unpaid leave.
- 31.12** Each day of paid leave taken, and any public holiday taken occurring during any cycle of two (2) weeks will be regarded as a day worked for accrual purposes. The term each day of paid leave only covers days worked, personal leave, annual leave, and public holidays (but not RDOs).
- 31.13** Upon commencement of employment, employees who have not worked, or who are not regarded by reason of this paragraph as having worked a complete ten (10) day/two (2) week cycle, will 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, and provided that the employees agree, RDOs will be paid in full as they occur. If RDO's are paid in full and there is an accrual shortfall the employee/s will remain in debit with the employer.
- 31.14** At the end of each calendar year or upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that employees then having received more RDOs 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.

**32. PRESENTING FOR WORK BUT NOT REQUIRED**

**32.1** An employee, if engaged and presenting for work to commence employment and not being required will be entitled to at least eight (8) hours' work or payment therefore at ordinary rate, plus the appropriate allowances prescribed by Appendix A.

**32.2** Clause 32.1 will not apply if the services of an employee are not required by reason of inclement weather in which case the provisions of Appendix E – Inclement Weather will apply.

**33. OVERTIME**

**33.1** Excessive overtime will not be worked. The overtime requirement for each project will vary and will be discussed and agreed between the employer and a majority of all employees on a project-by-project basis.

**33.2** All - time worked beyond the ordinary hours of work as prescribed in Clause 31– Hours of work, will be paid as overtime.

**33.3** In accordance with the decision of the Working Hours Test Case decision, the employer and employees agree that overtime must be capped to comply with work health and safety laws and employer fatigue management policy.

**Apprentices**

**33.4** Apprentices will be paid overtime at the rate of one and a half times ordinary rate for the first hour and double time thereafter. Work commenced after midnight and prior to commencement of ordinary time will be paid for at the rate of double time.

**33.5** No Apprentice under the age of eighteen (18) years will be required to work overtime unless the employee so desires.

**33.6** No Apprentice will, except in an emergency, work or be required to work overtime at times which would prevent their attendance at technical school, as required by any statute or regulation applicable to them.

**All other employees**

**33.7** Overtime will be paid at double time. Where overtime is necessary employee/s will not be disadvantaged regarding the amount of overtime employee/s may work. This will be reflected in the work roster. Every employee will be entitled to work reasonable overtime on a fair and equitable basis.

**33.8** Overtime will be calculated by applying the hourly divisor of 1/36th.

**33.9** Employee/s required to work public holidays and/or picnic day will be paid at double time and a half calculated on the ordinary rate provided that an employee required to work any one (1) of the public holiday/s or Sunday or Picnic Day will be paid for not less than four hours work.

- 33.10** Employees required to work on a Saturday will be afforded a minimum of three (3) hours work.
- 33.11** Where Local Government laws prevent a commencement of work at the normal starting time for a Saturday, employees will be paid from their actual commencement time with a minimum of three (3) hours work.
- 33.12** When an employee is required to work overtime for greater than two (2) hours, after working ordinary hours, the employee will be paid a meal allowance in accordance with Appendix A – Allowances and Special Rates, plus an additional meal allowance for each subsequent four (4) hours worked. The employer may provide a meal or meals instead of paying any such allowance.
- 33.13** When an employee, after having worked overtime for which the employee has not been regularly rostered or on a prescribed holiday, finishes work at a time when reasonable means of transport are not available the employer will pay the cost of or provide them with conveyance to their home or to the nearest public transport.
- 33.14 Overtime worked in the circumstances specified in clauses 34 and 35 shall not be regarded as overtime for the purposes of this clause where the actual time worked is less than four hours on such recall or on each of such recalls. The employees' health and safety will be the employer's primary consideration in determining whether a rest break is offered.

**34. CALL-BACK**

- 34.1** An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising the employee will not be required to work the full three (3) hours if the job or jobs the employee was recalled to perform be completed within a shorter period.
- 34.2** This Clause will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. This Clause does not apply where an employee is receiving the availability allowance as defined in **Appendix A**.

**35. SERVICE WORK**

- 35.1** An employee required to perform service work outside normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time (200%).
- 35.2** The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the employee's departure from his/her normal place of residence and the time of their return thereto provided that: in the case of the first all-back in any one day an employee shall be paid as for at least a period of Two (2) hours at the rate of double time; and in the case of each subsequent call-back in the same day as for at least a period of One (1) hour whether occurring within Two (2) hours of the first call-back or not.

**ON CALL**

**35.3** Where an employee is required to be on call outside the ordinary hours of work, he/she shall be readily contactable by telephone at all relevant times during such stand-by and shall be entitled to an Allowance as per Table A2 Appendix A – Allowance table, for the following:

- (a) Permanent stand-by on roster.
- (b) For other than permanent stand-by on roster each Monday to Friday per night.
- (c) For other than permanent stand-by on roster for each Saturday, Sunday, or Public Holiday.
- (d) An employee's telephone rental to be paid by the employer.

## **36. SHIFT WORK**

**36.1** The employer and a majority of employees and the employee representative may agree that shift arrangements may be introduced in industry areas outside new construction work such as tenancy fit outs, minor new work, refurbishments and similar.

**36.2** Where shift work is necessary the following conditions will apply:

- (a) an employee who works ordinary hours on a day will not be employed on shift at the conclusion of the day's work.
- (b) starting and finishing times for shift work shall be agreed between the Enterprise and a majority of employees.
- (c) where shifts are worked, and the employment continues for more than One (1) week the employees shall work Five (5) per week of Eight (8) hours.
- (d) entitlements to rostered days off accruing whilst on shifts shall include the appropriate shift rate.
- (e) minimum of 45 minutes shall be allowed for a meal during a shift or where any employer and employees agree 30 minutes to suit particular circumstances.
- (f) an employee employed on shift work for less than the normal weekly working hours in any working week will be paid in accordance with the overtime provisions. Provided that in cases where the shift work has continued for more than One (1) week and the job finishes during the currency of a week, the Enterprise will pay the shift rate for the time actually worked.
- (g) the rate of pay for shift work shall be the ordinary rate plus 100 percent (200%).

## **37. WORK BREAKS**

### **Meal breaks**

**37.1** There will be a cessation of work and of working time, for the purpose of a meal on each day, of not less than thirty (30) minutes, to be taken between 11.00am and 1.00pm. Such period will be unpaid.

### **Variation of meal breaks**

**37.2** Where, because of the area or location of a project, the majority of on-site employees on the project request, and agreement is reached, the period of the meal break may be lengthened to not more than forty-five (45) minutes with a consequential adjustment to the daily time of cessation of work.

### **Working during meal break**

**37.3** If the employer requires an employee to work through the employee's normal meal break the employee will be paid at the rate of double time until the employee is allowed to take such break.

**37.4** Where the meal break is shortened by agreement, the employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours.

#### **Daily rest breaks**

**37.5** There will be allowed, without deduction of pay, a rest period of ten (10) minutes, between 9.00am and 11.00am.

The times provided in clauses 37.1 and 37.5 are indicative only and subject to the reasonable operational requirements of the employer.

**37.6** **Converting to One Break per Day.**

**Applicable to Monday to Friday work only.**

**Clauses 37.1, 37.2, 37.4 and 37.5 shall not apply to an employee that is working in accordance with clause 37.6.**

**37.6.1** If only one (1) break is taken, employees will work in accordance with one (1) of the examples below or hours agreed between the employer and the employee that are similar to those provided in the examples.

#### **Example 1**

Employee Starts Work at 6.00 am.  
Between 10.00 am and 10.30 (paid break).  
Employee Ceases Work at 1.30pm.  
Overtime would be payable from 1.30pm.

#### **Example 2**

Employee Starts Work at 7.00 am.  
Between 11.00 am and 11.30 (paid break).  
Employee Ceases Work at 2.30pm.  
Overtime would be payable from 2.30pm.

An employee will be paid and accrue entitlements as if they had worked an eight (8) hour day.

The paid one break shall be a duration of 30 (thirty) minutes.

Where the One Break arrangement is put in place, the parties to this agreement are committed to it operating in such a way as to meet this agreement's Intentions of the Parties at Clause 7, especially in relation to improving job satisfaction for workers, maintaining an efficient enterprise for the employer including maximising productive work on site between the hours shown above and creating a co-operative and productive Enterprise environment.

#### **Overtime rest breaks**

**37.8** When an employee is required to work two (2) hours or more of overtime after working ordinary hours, the employee will be allowed to take without deduction of pay, a rest

break of twenty (20) minutes in duration immediately after such ceasing time and thereafter, after each four (4) hours of continuous work the employee will be allowed to take also, without deduction of pay, a rest break of thirty (30) minutes in duration. (Note: A meal allowance is also payable under subclause 33.11)

**37.9** In the event of an employee remaining at work after the usual ceasing time without taking a rest break of twenty minutes and continuing at work for a period of two (2) hours or more, the employee will be regarded as having worked twenty (20) minutes more than the time worked and paid accordingly. For the purposes of this clause usual ceasing time is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 31 – Hours of work.

**37.10** When an employee is required to work overtime on a Saturday or Sunday, the employee will be allowed to take without deduction of pay:

(a) a rest break of ten (10) minutes in accordance with Clause 37.5; and

(b) a rest break of twenty (20) minutes in duration for each completed four (4) hours of overtime worked by the employee.

**37.11** In the event of an employee continuing to work without taking the rest break in accordance with Clause 37.5, the employee will be regarded as having worked twenty (20) minutes more than the time actually worked and be paid accordingly.

**37.12** Clauses 37.5 – Daily rest breaks and 37.7 – Overtime rest breaks will not be applicable in the case of an employee who is allowed the rest periods prescribed in Appendix A – Allowances and Special Rates for Hot work or Cold work.

**37.13** Where an agreement is reached pursuant to Clause 37.2, the agreement may make provision for the variation of work breaks to suit the arrangement of hours of work.

#### **Breaks between working days**

**37.14** An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least ten (10) consecutive hours off duty between those times, or on a Saturday, Sunday or holiday without having had ten (10) consecutive hours off duty in the twenty-four (24) hours preceding their ordinary commencing time on their next ordinary day will, subject to this clause, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**37.15** If, on the instructions of the employer, such employee resumes or continues work without having had ten consecutive hours off duty the employee will be paid at double time rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **PART 6 – LEAVE AND PUBLIC HOLIDAYS**

#### **38. PUBLIC HOLIDAYS**

**38.1.1** Employee/s will be entitled to the following public holidays for the purposes of the Agreement without deduction of pay:

- New Years' Day;

- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday
- Easter Monday;
- Anzac Day;
- King's Birthday;
- Labour Day;
- the Friday before the AFL Grand Final;
- Melbourne Cup Day;
- Christmas Day; and
- Boxing Day.

**38.1.2** In addition to the public holidays specified in Clause 38.1.1, an employee will be entitled to any other day, or part – day, declared or prescribed by or under a law of the State of Victoria, to be observed generally within the State of Victoria, or a region of the State of Victoria, as a public holiday, other than a day, or part - day, or a kind of day or part – day, that is excluded by the regulations from counting as a public holiday.

**38.1.3** Subject to the agreement of the employer and an employee, the employee will have the option of replacing the Melbourne Cup Public Holiday with the local race day (e.g. Albury, Mildura, and Wodonga). If this option is applied the replacement day will be paid as a public holiday and Melbourne Cup Day becomes a normal working day for the employee concerned.

#### **Payment**

**38.1.4** If an employee has ordinary hours on a public holiday (as prescribed in Clause 38.1) and the employee is absent from his / her employment on that public holiday, the employer will pay the employee their ordinary rate of pay for the ordinary hours usually worked on that day.

#### **Substitute Days**

**38.1.5** Subject to Clause 38.1.6, when New Years' Day; Australia Day; Anzac Day; Christmas Day and / or Boxing Day is on a Saturday or Sunday or rostered day off, a day in lieu will be observed on the next calendar working day.

**38.1.6** Where ANZAC Day (25 April) is a Saturday, Sunday or an RDO, an employee:-

- 38.1.6(a)** that worked both days would not be entitled to public holiday penalties for both days; rather they should be paid public holiday penalties for 25 April and single time for the next calendar working day (with a day in lieu for the 25 April public holiday);
- 38.1.6(b)** that worked 25 April but not the next calendar working day, would be paid public holiday penalties for 25 April and would be paid the public holiday for the next calendar working day.
- 38.1.6(c)** that worked on the next calendar working day, but not 25 April, would be paid the public holiday penalties on the next calendar working day.



- 38.1.7** Any employee required to work on any of the public holiday/s will be paid at double time and a half calculated on the ordinary rate, provided that an employee required to work any one of the public holiday/s will be paid for not less than four (4) hours work.
- 38.1.8** An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which will lie upon the employer) will pay the employee a day's ordinary rate for each holiday or each holiday in a group, which falls within ten (10) consecutive calendar days after the day of termination.
- 38.1.9** Where any two (2) or more of the holidays prescribed in this Clause occur within a seven (7) day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within ten consecutive calendar days after termination, the whole group will be deemed to fall within the ten (10) consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

**Family Picnic Day**

- 38.1.10** All employees covered by this agreement shall be entitled to Family Picnic Day without loss of pay on the first Monday in December (or other nominated day in Mildura). An employee required to work on family picnic day shall be paid at the rate of double time and one half and paid for not less than four (4) hours work.
- 38.1.11** Apprentices that are rostered to trade school will be entitled to attend the picnic day without the loss of pay or entitlements.
- 39.1.12** Proof of Ticket purchase is required for payment.

**39. PERSONAL (SICK AND CARER'S) LEAVE**

- 39.1** Paid personal leave will be available to an employee when they are absent due to:
  - (a) personal illness or injury (sick leave); or
  - (b) for the purpose of caring for or supporting an immediate family member or household member who requires care or support because of a personal illness, or injury, of the member or an unexpected emergency affecting the member (carer's leave).
- 39.2** The amount of personal leave to which an employee is entitled is as follows:
  - (a) three (3) days in the first month and then one (1) additional day at the beginning of each of the next seven (7) calendar months, will be available in the first year of employment; and
  - (b) ten (10) days at the beginning of the employee's second and each subsequent year which, subject to Clause 39.5, will commence on the anniversary of engagement.
- 39.3** Employees (except casual employees) will be entitled to ten (10) days of paid personal / carer's leave per annum. Unused personal leave will accumulate from year to year but is not payable on cessation of employment.
- 39.4** Employees (including casual employees) will be entitled to two (2) days of unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support because of:-

**39.4(a)** a personal illness, or personal injury, affecting the member; or

**39.4(b)** an unexpected emergency affecting the member.

**Note:-** An employee cannot take unpaid carer's leave if the employee could instead take paid personal / carer's leave.

**39.5** An employee will be paid their current ordinary rate (including leading hand allowance, if applicable) for the period of personal leave.

**39.6** If an employee is terminated by the employer and is re-engaged by the employer within a period of six (6) months then the employee's unclaimed balance of personal leave will continue from the date of re-engagement. In such a case the employee's next year of service will commence after a total of twelve (12) months has been served with the employer (excluding the period of interruption in service) since either:-

- (a) the employee was first engaged; or
- (b) the anniversary of their original engagement;
- (c) as appropriate.

### **Sick leave**

**This Clause will be read in conjunction with Clause 40 – Portability of Sick Leave. In the event of any inconsistency, Clause 40 will prevail.**

**39.7** An employee is entitled to use accumulated personal leave for the purposes of sick leave.

The employee will within twenty-four (24) hours of the commencement of such absence, or if this is not practicable, as soon as reasonably practicable give the employer notice that the employee requires (or required) leave during the period because of a personal illness or injury of the employee.

**39.8** In the case of an employee who claims to be allowed paid sick leave in accordance with this Clause for an absence of one (1) day only such employee if in the year the employee has already been allowed paid sick leave on more than one (1) occasion for one (1) day only, the employer may require the employee to produce to the employer a medical certificate of a registered health practitioner that in the health practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. If it is not reasonably practicable for the employee to give the employer a medical certificate the employee may provide a statutory declaration.

### **Carer's leave**

**39.9** An employee is entitled to use accumulated personal leave to care for members of their immediate family or household.

**39.10** The employee must, if required by the employer, establish by production of a medical certificate by a registered health practitioner or statutory declaration the illness of the person concerned and that the illness is such as to require care by another or establish by production of a statutory declaration that the member required care because of an unexpected emergency.

**39.11** As soon as reasonably practicable the employee will give the employer notice that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member. This provision does not apply

to an employee who could not comply with it because of circumstances beyond the employee's control.

- 39.12** An employee (including a casual employee) may take up to Two (2) days unpaid carer's leave for each occasion in accordance with the same requirements for the entitlement to paid carer's leave.

**Notice and evidence requirements – Notice**

- 39.13** An employee must give their employer notice of the taking of leave under Clause by the employee.

- 39.14** The notice:-

- 39.14.1** must be given to the employer as soon as practicable (which may be a time after the leave has started); and

- 39.14.2** must advise the employer of the period, or expected period, of the leave.

**Notice and evidence requirements - Evidence**

- 39.15** An employee who has given their employer notice of the taking of leave under this Clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:

- 39.15.1** if it is paid personal / carer's leave — the leave is taken for a reason specified in Clause 39.1 or Clause 39.7.

- 39.15.2** if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 39.9 or

- 39.15.3** if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 41 – Compassionate Leave.

**Compliance**

- 39.16** An employee is not entitled to take leave under this Clause unless the employee complies with Clauses 39.13 - Notice and evidence requirements – Notice and Clause 39.15 – Notice and evidence requirements – evidence.

**40. PORTABILITY OF SICK LEAVE**

- 40.1** To support the costs of the Incolink scheme the employer has agreed to pay an industry surcharge (in accordance with the Trust Deed) for each employee.

- 40.2** The employer 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) of which Incolink is trustee, and all the employees of the employer 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.

- 40.3** The employer shall pay contributions to the Incolink PSL Scheme on behalf of each employee in accordance with the Trust Deed. The contribution rate will be \$3.00 per week. This rate is fixed for the life of this Agreement. If Incolink nominates any other

fund, the employer shall pay contributions to that fund on behalf of each employee in accordance with the constituting documents of that other fund.

**40.4** The Incolink trust fund shall be liable to pay sick leave payments to an employee when the employee is absent from work on sick leave.

**40.5** The sick leave payments which the employer is liable to pay under are whichever are the greater of the entitlement of the employee under Clause 39.2 of this Agreement and the entitlement of the employee under the Incolink PSL Scheme Trust Deed (or under the constituting documents of any other fund nominated by Incolink under, but in the latter case limited to the amount which Incolink or the employee actually receives from the Insurer under the Trust Deed.

**40.6** The liability of the employer to pay sick leave payments to an employee under this Clause will be met by the making of the contributions on behalf of each employee required as a participating employer in the Incolink PSL Scheme.

**40.7** 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 PSL Scheme.

## **41. COMPASSIONATE LEAVE**

### **41.1 Compassionate leave is paid leave taken by an employee:**

**41.1.1** for the purposes of spending time with a person who:

- 41.1.1(a)** is a member of the employee's immediate family or a member of the employee's household; and
- 41.1.1(b)** has a personal illness, or injury, that poses a serious threat to his or her life; OR
- 41.1.1(c)** after the death of a member of the employee's immediate family or a member of the employee's household.

**41.2** An employee is entitled to use up to Two (2) days paid leave as compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a)** contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b)** sustains a personal injury that poses a serious threat to his or her life; or
- (c)** dies.

**41.3** The employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

- (a)** a single, unbroken period of Two (2) days; or
- (b)** two (2) separate periods of One (1) day each; or
- (c)** any separate periods to which the employer and their employee agree.

**41.4** An employee will be paid his/her current ordinary rate (including leading hand allowance, if applicable) for the period of compassionate leave.

**41.5** An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or

developed a personal illness or sustained a personal injury is entitled to start to take compassionate leave at any time while the illness or injury persists.

- 41.6** In addition to the entitlement to be paid compassionate leave an employee will be entitled to up to Ten (10) days unpaid bereavement leave in respect of the death within Australia or overseas of a relation to whom the clause applies.
- 41.7** The employee is entitled to compassionate leave only if the employee gives his or her employer any evidence that the employer reasonably requires of the illness, injury or death.
- 41.8** A casual employee will be entitled up to Two (2) days unpaid compassionate leave in accordance with this Clause.

## **42. ANNUAL LEAVE**

### **Entitlement**

- 42.1** Employees (except casual employees) will be entitled to four (4) weeks of annual leave per annum.
- 42.2** An employee working and/or required to work on call for any part of twenty-eight (28) weekends or more in any year of employment will be entitled to an extra week's annual leave. To clarify, an employee working and/or required to work for any part of twenty-eight weekends from the commencement of employment, in any year, will be entitled to an extra weeks' annual leave. The extra week of annual leave is calculated on a per annum basis, from the employee's anniversary date.
- 42.3** An employee who is a continuous shift worker (as defined) will be entitled to an extra week's annual leave.
- 42.4** For the purposes of clarity, a continuous shift worker employee will be entitled to a maximum of five (5) weeks of annual leave per annum.

### **Accrual of Annual Leave**

- 42.5** Annual leave will accrue progressively (2.77 hours per week of completed service). This amounts to four (4) weeks leave per year for non-shift workers.
- 42.6** Annual leave will accrue during periods that the employee is taking authorised leave including annual leave, RDOs, income protection, long service leave, personal, sick (including portable sick leave), paid parental leave and whilst in receipt of workers compensation.

### **Payment**

- 42.7** An employee will be paid their current ordinary rate (including leading hand allowance, if applicable) for the period of annual leave.
- 42.8** In addition to the amount in Clause 42.7, during a period of annual leave an employee will receive a loading of seventeen- and one-half percent (17.5%) calculated on rates, loadings, and allowances prescribed at Appendix B – Fares Allowance and Travelling Allowance and / or Appendix C – Living Away from Home Allowance and / or Appendix A – Allowances and Special Rates.
- 42.9** Where the employee requests, prior to going on annual leave the employee will be paid in advance for the period of annual leave.

## **Taking Leave**

- 42.10** An employee may take annual leave in periods agreed between the employer and the employee provided that one (1) of the periods shall be of at least ten (10) working days.
- 42.11** Where an employee requests that leave be allowed in one (1) continuous period such request will not be unreasonably refused.
- 42.12** If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement or, if employed prior to going to the distant job, the place regarded as their headquarters, by the first reasonable means of transport, their annual leave will commence on the first full working day following their return to such place of engagement or headquarters as the case may be.
- 42.13** The employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut - down, then the employee may be required to take leave without pay. The employer may exercise the right to shut down the business or part of the business once in each calendar year and in line with the RDO calendars contained in Appendix D.
- 42.14** The employer may direct an employee to take annual leave in circumstances where:
- 42.14.1** the employee has accrued more than four (4) weeks of annual leave;
- 42.14.2** the employer and employee are unable to reach agreement on the taking of the leave;
- 42.14.3** the employer has given the employee at least twenty-eight (28) days' notice prior to the date the employee is required to commence the leave; and
- 42.14.4** the employee will retain a minimum of four (4) weeks of annual leave after taking such leave.

## **Annual Leave in advance**

- 42.15.1** By agreement with the employer, an employee may take any amount of annual leave before leave becomes due.
- 42.15.2** Any agreement to take annual leave in advance must:-
- 42.15.2(a)** state the amount of annual leave to be taken in advance and the date on which leave is to commence; and
- 42.15.2(b)** be signed by the employer and employee (if the employee is under eighteen [18] years of age, by the employee's parent or guardian).
- 42.15.3** The employer must keep a copy of any agreement as an employee record.
- 42.15.4** If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of

the period of annual leave taken in advance to which an entitlement has not been accrued.

### **Cashing Out - Cashing Out of Annual Leave**

**42.16** Paid annual leave must not be cashed out except in accordance with this clause.

**42.17** An employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided that the following requirements are met:-

**42.17.1(a)** each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:

- |                        |   |
|------------------------|---|
| <b>42.17.1(a)(i)</b>   | be in writing and retained as an employee record;   |
| <b>42.17.1(a)(ii)</b>  | state the amount of accrued leave to be cashed out and the payment to be made to the employee;                                      |
| <b>42.17.1(a)(iii)</b> | state the date on which the payment is to be made, and  |
| <b>42.17.1(a)(iv)</b>  | be signed by the employer and employee and, if the employee is under eighteen (18) years of age, the employees' parent or guardian; |

**42.17.1(b)** the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;

**42.17.1(c)** paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and

**42.17.1(d)** employees may not cash out more than two (2) weeks' accrued annual leave in any twelve (12) month period.

**Note 1:** Under Section 344 of the *Fair Work Act 2009*, an employer must not exert undue influence or undue pressure on an employee to make an agreement to cash out paid annual leave under this clause.

**Note 2:** Under Section 345 of the *Fair Work Act 2009*, a person must not knowingly or recklessly make a false or misleading representation about an employee's workplace rights under this clause.

### **Payment for annual leave on termination**

**42.18** The employee will be entitled to payment of accrued annual leave upon termination of employment.

**42.19** In addition to the amount in Clause 42.18, an employee will receive a loading of seventeen and one half percent (17.5%) calculated on rates, loadings, and allowances prescribed at Appendix B – Fares Allowance and Travelling Allowance and / or Appendix C – Living Away from Home Allowance and / or Appendix A – Allowances and Special Rates being equal amount the employee would have been payable if the employee had taken that period of leave.

### **Flexibility of the Christmas / New Year Annual Leave Shutdown**

- 42.20.1 The Christmas / New Year Annual Leave Shutdown at Appendix D – Working Day (RDO) Calendar will be observed.
- 42.20.2 Flexibility for the taking of the Christmas / New Year Annual Leave Shutdown is provided for in Appendix D – Working Day (RDO) Calendar.
- 42.21 It is a breach of this Agreement for an employee to be paid their full accrual, or part thereof, of annual leave at Christmas or any other time, unless that employee takes such annual leave or their employment is terminated. Employment is not to be terminated for reasons of avoidance of this subclause.

**Excessive Annual Leave Accruals**

- 42.22 This Clause contains provisions additional to the NES about taking paid annual leave, to deal with excessive paid annual leave accruals.
- 42.23 An employee has an excessive leave accrual if:
  - 42.23.1 the employee is not a shiftworker and has accrued more than six (6) weeks' paid annual leave; or
  - 42.23.2 the employee is a shiftworker and has accrued more than eight (8) weeks' paid annual leave.

**Eliminating excessive leave accruals - Dealing with excessive leave accruals by agreement**

- 42.24 Before an employer can direct that leave be taken under Clause 42.25 or an employee can give notice of leave to be granted under Clause 42.27, the employer or employee must request a meeting and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.

**Employer may direct that leave be taken - This Clause applies if an employee has an excessive leave accrual.**

- 42.25 If agreement is not reached under Clause 42.24, the employer may give a written direction to the employee to take a period or periods of paid annual leave. The direction must state that it is a direction given under Clause 42.26.
- 42.26 Such a direction must not:-
  - 42.26.1 result in the employee's remaining accrued entitlement to paid annual leave at any time being less than four (4) weeks (taking into account all other paid annual leave that has been agreed that the employee has been directed to take or that the employee has given notice of Clause 42.27.
  - 42.26.2 require the employee to take any period of leave of less than one (1) week;
  - 42.26.3 require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee;
  - 42.26.4 require the employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the employee; or
  - 42.26.5 be inconsistent with any leave arrangement agreed between the employer and employee.



**42.27** An employee to whom a direction has been given under this Clause may make a request to take paid annual leave as if the direction had not been given.

**42.28** The employer is not to take the direction into account in deciding whether to agree to such a request.

**Note:** The NES state that the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn. The employee must take paid annual leave in accordance with a direction complying with this subclause.

**Employee may require that leave be granted.**

**42.29** This Clause applies if an employee has had an excessive leave accrual for more than six (6) months and the employer has not given a direction under Clause 42.24 that will eliminate the employee's excessive leave accrual.

**42.30** If agreement is not reached under Clause 42.24, the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. The notice must state that it is a notice given under Clause 42.29.

**42.31** Such a notice must not:-

**42.31.1** result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed that the employee has been directed to take or that the employee has given notice of under this subclause);

**42.31.2** provide for the employee to take any period of leave of less than one (1) week;

**42.31.3** provide for the employee to take any period of leave commencing less than eight (8) weeks after the day the notice is given to the employer;

**42.31.4** provide for the employee to take any period of leave commencing more than twelve (12) months after the day the notice is given to the employer; or

**42.31.5** be inconsistent with any leave arrangement agreed between the employer and employee.

The employer must grant the employee paid annual leave in accordance with a notice complying with this clause.

**Dispute resolution procedure**

**42.32** Without limiting Clause 14 – Disputes Resolution Procedure of the Agreement, an employer or an employee may refer the following matters to the FWC:

**42.32.1** a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement;

**42.32.2** a dispute about whether the employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and

**42.32.3** a dispute about a direction to take leave; or

42.32.4 a dispute about a notice requiring leave to be granted.

### 43. **LONG SERVICE LEAVE / CO-INVEST (LeavePlus)**

- 43.1 Long Service Leave shall be in accordance with and provided by CoINVEST Limited (trading as LeavePlus)
- 43.2 The employer shall pay all charges required by the Construction Industry Long Service Leave Act 1997 (Victoria).
- 43.3 For the avoidance of any doubt, an employee who is absent from work on long service leave via LeavePlus shall be entitled to all Industry Fund payments under this Agreement on an 'as if at work' basis.
- 43.4 Where a public holiday falls within a period of long service leave it shall not be absorbed into that period. Instead, the employee is entitled to be absent from work pursuant to the Public Holiday provisions of this Agreement. For clarity, this clause does not apply in circumstances where an employee's employment ceases prior to accessing their LeavePlus entitlements.

### 43.A **PARENTAL LEAVE**

- 43.A1 Parental Leave will be provided in accordance with the National Employment Standards.

#### **Summary of Entitlement**

- 43.A2 Under the NES Parental Leave provisions, an employee is entitled to take parental leave if the employee:-

- has worked for the employer for at least twelve (12) months before the date of birth, the date of adoption; or when the leave starts (if the leave is taken after another person cares for the child or takes parental leave); and
- has, or will have, responsibility for the care of a child.

There is no obligation to work an additional twelve (12) months, before an employee can take another period of parental leave.

The NES Parental Leave provisions apply when:-

- an employee gives birth;
- an employee's spouse / partner gives birth;
- an employee adopts a child under sixteen (16) years of age.

Parental leave is for a twelve (12) month period. However, an employee may elect to extend their period of parental leave by an additional twelve (12) months. In combination, the maximum period of parental leave that an employee would be entitled to is twenty - four (24) months.

Concurrent leave; where both persons take leave at the same time is allowed. The minimum period of time for concurrent leave is two (2) weeks and the maximum period of time is eight (8) weeks.

An employee may undertake Keeping in Touch Days; that is days where the employee may return and undertake work (the type of examples given are planning days; training, conference). These days would be paid. An employee can undertake a maximum of ten (10) Keeping in Touch Days.

#### **43B Paid Parental Leave**

**43B.1** If the employee is not entitled to paid parental leave under the *Parental Leave Act 2010* (C'th) (**PPL Act**) the employee is not entitled to any payments under Clause 43B.

**43B.2** Subject to Clause 43B.3 and Clause 43B.4, if the employee is entitled to paid parental leave under the PPL Act then the employee will be paid the difference between the amount paid under the PPL Act (the adult minimum wage) and what would be the minimum weekly rate payable under the PFS Award for that employee.

**43B.3** If an employee is a 1<sup>st</sup> Year Apprentice, or a 2<sup>nd</sup> Year Apprentice or a 3<sup>rd</sup> Year Apprentice, the employee will only be entitled to the paid parental leave under the PPL Act. This is because the amount paid under the PPL Act is higher than the minimum rate prescribed in the PFS Award for a 1<sup>st</sup> Year Apprentice, or a 2<sup>nd</sup> Year Apprentice or a 3<sup>rd</sup> Year Apprentice.

**43B.4.1** From the date that the Agreement commences operation, if the employee is the birth mother or primary carer, they will be paid the amount specified in Clause 43B.2 for a period of nine (9) weeks.

**43B.4.2** From the first pay period on or after 1 March 2025, if the employee is the birth mother or primary carer, they will be paid the amount specified in Clause 43B.2 for a period of eighteen (18) weeks.

**43B.4.3** From the date that the Agreement commences operation, if the employee is not the birth mother or the primary carer, they will be paid the amount specified in Clause 43B.2 for a period of two (2) weeks.

#### **44. COMMUNITY SERVICE LEAVE**

##### **Jury Service Leave**

**44.1** An employee required to attend for jury service will be entitled to have their pay made up by the employer to equal their ordinary rate for eight (8) hours (inclusive of accrued entitlements prescribed by Clause 31 – Hours of work) per day plus fares whilst meeting this requirement. The employee will give the employer proof of such attendance and the amount received in respect of such jury service.

##### **Community Service Leave**

**44.2** An employee who is a voluntary member of:

**44.2.1** State Emergency Service.

**44.2.2** St John Ambulance.

**44.2.3** Country Fire Authority; or

**44.2.4** other similar organisation.

may be granted unpaid leave for the period that they are absent from duty as a result of their attendance at an emergency.

**44.3** Employees who may seek community service leave must:

**44.3.1** notify the employer of their volunteer activity in advance; and

**44.3.2** provide certification from the volunteer organisation.

**44.4** An employee who is requesting approval to be absent from duty in order to attend an emergency will be required to notify the employer of the intended absence and expected duration of the absence as soon as practicable.

**44.5** The approval of community service leave will be subject to the employee's absences being reasonable in all the circumstances.

**44.6** The employer will permit an employee to access annual leave entitlements during the period of absence due to community service leave.

## **45** **FAMILY AND DOMESTIC VIOLENCE LEAVE**

This clause applies to all employees, including casuals.

### **Entitlement to paid leave**

**45.1** Family and Domestic Violence Leave is provided for in the NES.

**45.2** The Family and Domestic Violence Leave provisions in the NES can be found in Section 106A through to and including Section 106E of the FW Act.

### **Family and Domestic Violence Leave – Summary of Entitlement**

All employees (including casual employees) are entitled to ten (10) days paid family and domestic violence leave each year.

Family and domestic violence means violent, threatening or other abusive behaviour by a member of the employee's immediate family that:

- seeks to coerce or control the employee; and / or
- causes them harm or fear.

Employees can take the leave if they need to do something to deal with the impact of family and domestic violence and it's impractical to do so outside their ordinary hours of work.

For example, this could include:

- making arrangements for their safety, or safety of a close relative (including relocation); or
- attending court hearings, or
- accessing police services.

The leave doesn't need to be taken all at once and can be taken as single or multiple days.

An employer and employee can also agree for an employee to take less than one (1) day at a time, or for the employee to take more than five (5) days.

The Family and Domestic Violence Leave – Summary of Entitlement does not displace the NES Family and Domestic Violence Leave provisions.

**46 INDUSTRY TRAINING - TRAINING LEVY**

**These amounts are not payable for Apprentices Training Levy**

- 46.1** The Training Levy is paid per week and collected by Incolink monthly as per clause (46.10) below.
- 46.2** Improved coordinated training for employees covered by this Agreement will be provided to enhance the skills, occupational health and safety comprehension, and other areas of working knowledge of the employees of the employer.
- 46.3** Training provided will be consistent with the employer’s business requirements, relevant to the work of the employees and be consistent with the skills development of each employee and with applicable national competency standards, where they exist.
- 46.4** Training as provided for by this clause may be taken either on or off - the - job.
- 46.5** When training is taken off - the - job, where practicable and subject to the work requirements of the employer, such training shall be undertaken during normal working hours.
- 46.6** If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of wages or entitlements.
- 46.7** To contribute to the funding and training and development of its employees, the employer will pay the following schedule of payments into CEPUTEC that will provide fire protection and fire protection related courses.
- 46.8** Subject to the operational needs of the employer, employees covered by this Agreement will be eligible to attend training programs that are funded by and paid for by the weekly amounts in clause 46.10. The Increases in Clause 46.10 below form part of Clause 4.2 and are detailed in Clause 56 of this Agreement.
- 46.9** The employer shall be liable for any difference between the total cost of that approved course and the amount contributed by the registered training provider fund.
- 46.10** **Training Levy Payments**

<b>TRAINING LEVY APPLICABLE DATE</b>	<b>AMOUNT PER WEEK</b>
First full pay period commencing on or after 1 March 2024	\$51.90 per week
First full pay period commencing on or after 1 March 2025	\$65.27 per week
First full pay period commencing on or after 1 March 2026	\$71.42 per week
First full pay period commencing on or after 1 March 2027	\$75.72 per week

**Note:-** The Training Levy and Building Levy are GST Exclusive.

## **Undertaking**

- 46.11** As at the date that the Agreement was *made*, the contributions made by the employer and the employees towards the Training Levy and the Building Levy were, apart from GST, not subject to any other form of taxation. Should this situation change, and the Training Levy and / or the Building Levy become the subject of any other form of taxation (other than GST), the parties to the Agreement agree that they will review the costs of the Training Levy, the Building Levy and / or the wages paid to the employees covered by the Agreement to ensure that the total cost of employing an employee does not rise.

## **47. EMPLOYEE REPRESENTATIVES**

### **Representation**

- 47.1** The parties recognise the role the employees' representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognise that the on-site representative is a 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.
- 47.2** An employee representative shall, upon notification to the employer, be recognised as the accredited representative of the employees and be allowed all necessary time during working hours to submit to the employer matters affecting the employees they represent. At all other times the employee representative will perform productive work within their range of qualifications and competence. Further, the employee representative shall be allowed reasonable time during working hours to attend to job matters affecting the employees.

### **Employee representative facilities**

- 47.3** Where the employer is the principal contractor it is agreed the employer shall provide a separate private room/facility from the site management office where reasonably practicable, for the use of the employee representative/s to perform their duties and functions as the on-site representative/s of the employees. The provision of the following facilities is to ensure that the employee representative/s is able to effectively perform their functions in a professional and timely manner. The facilities shall include:-
- 47.3.1** a telephone
- 47.3.2** a table and chairs;
- 47.3.3** a filing cabinet;
- 47.3.4** air-conditioning/heating;
- 47.3.5** access to stationery and other administrative facilities, including use of facsimile, use of e-mail (if available on site), following consultation between employee representative and Site Management;
- 47.3.6** a private lockable area.

### **Employee representative training leave**

- 47.4** Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of employees will, upon application in writing to the employer, be granted up to five days leave with pay each calendar year non-cumulative to attend courses.
- 47.5** Such courses will be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- 47.6** For the purposes of this Clause, an accredited representative of the employee will include an employee representative recognised by the employer in accordance with this Agreement.
- 47.7** The following scale will apply:-

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

- 47.8** The application for leave will be given to the employer at least four (4) weeks in advance of the date of commencement of the course. The application for leave will contain the following details:
- 47.8.1** the name of the employee seeking the leave;
- 47.8.2** the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- 47.8.3** the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- 47.9** The employer will advise the employee representative within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 47.10** The time of taking leave will be arranged so as to minimize any adverse effect on the employer's operations. The employer will not unreasonably refuse a request.
- 47.11** An employer will 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 will be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- 47.12** 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.
- 47.13** An employee on request by their employer will provide proof of their attendance at any course within seven days. If an employee fails to provide such proof, the employer may

deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.

**47.14** 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 will receive payment if entitled under the provisions of this Agreement.

**47.15** Leave of absence granted pursuant to this Clause will count as service for all purposes of this Agreement.

**47.16** Any dispute as to any aspect of this Clause will be resolved in accordance with the dispute settlement provisions of this Agreement.

**48. PROTECTIVE CLOTHING**

**No agreements for cash in lieu of protective clothing shall be permitted.**

**48.1** The employer will ensure that their employees are in possession of protective clothing and safety equipment in accordance with this clause.

**Protective Clothing**

**48.2** The following will be supplied to all employees within two (2) weeks of the employee starting employment:-

- two (2) pairs of overalls, or agreed alternative such as:-
  - two (2) combination bib and braces; or
  - two (2) pairs of long trousers and two (2) long sleeved shirts; or
  - two (2) sets of work denims (at a cost that is no greater than the above three (3) choices).
- one (1) pair of approved safety boots appropriate to the classification of work being carried out) up to the value of \$250.00. In consultation with the employer, if the employee purchases such boots, the employer will reimburse the employee up to \$250.00 upon production of a purchase receipt.
- One (1) winter jacket or agreed equivalent following consultation between the employer and majority of employees (if the employee starts between 1 May and 31 August).

**Note** All items will comply with the relevant Australian Standards and all endeavours will be made to provide clothing that is Australian made.

**48.3.1** Clothing and footwear will be replaced on a fair wear and tear basis, within a reasonable period following the employee's request. Where an employee has not sought replacement of their issue of protective clothing as provided in Clause 48.2 and 48.3 above on a wear and tear basis within twelve (12) months from the date of issue, then that employee shall be entitled to a re-issue of the apparel at the completion of those twelve (12) months.

**48.4.1** Where an employee has received any of the above items from a previous employer the items provided in Clause 48.2, shall not be re - issued until replacement on a fair wear and tear basis is required.



- 48.4.2** Where an employee claims to have not been issued with protective clothing by a previous employer, the new employer may require all necessary details from the employee to validate the claim. These details may be supplied in the form of a Statutory Declaration by the employee at the employer's request.
- 48.5** Where the employee requires prescription glasses, the employee will be provided with frames, side shields and prescription lens at no cost to the employee. The frames, side shields and prescription lens shall be replaced on a fair wear and tear basis.
- 48.6** Where the employee's protective clothing is stolen, the employer may require proof of the theft before issuing replacement clothing. The proof of the theft may be in the form of a Police Report or Statutory Declaration from the employee.
- 48.7** The employer shall keep a record of the type of protective clothing issued, including the date of issue. The employee shall sign for such issues, and these details shall be available upon request by employees.
- 48.8** In the event of protective clothing being supplied and not worn whilst working (without reasonable cause), the employee and the employee representative shall discuss the matter with a view to ensure the wearing of such.
- 48.9** Further failure to do so shall prohibit the employee from any further entitlement.

### **Safety Equipment**

- 48.9** While not being part of any issue of protective clothing/equipment, employers shall be required to provide the following protective equipment (Standards Association of Australia approved) for use, when necessary, by employees during the performance of their required duties:-
- safety helmets;
  - ear / hearing protection;
  - gloves; and
  - skin protective cream / sun - screen (50+ rating).
- 48.10** In addition to the items in Clause 48.9, one (1) 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; or
  - in direct sunlight for any part of the day.
  - roofing;
  - curtain walling; or
  - in direct sunlight for any part of the day.

## **49. OPERATION OF OCCUPATIONAL HEALTH AND SAFETY ACT, REGULATIONS AND CODES OF PRACTICE**

- 49.1** 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:

- 49.1.1 the election of health and safety representatives who will represent employees in negotiations on health and safety matters;
  - 49.1.2 an occupational health and safety committee; and
  - 49.1.3 training issues including specific hazards, health and safety systems, and site induction.
- 49.2 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.

**50. OPERATION OF LIFT**

- 50.1 During 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.
- 50.2 In accordance with the intention of clause 50.1, if there is a temporary stoppage of passengers/materials transport on an underground tunnel or road project, the employees are expected to walk to their place of work up to the equivalent of four (4) levels or approximately twelve (12) metres (for example: walking up/down vertical flights of stairs or between elevated work platforms) to work in their respective classification, and no industrial action or dispute should take place.

**51. HEARING TESTS**

Audiometric tests should be conducted within two (2) months of a person commencing employment, and thereafter at intervals of two (2) years.

**52. HEPATITIS A and B SHOTS**

Employees will be offered Hepatitis A shots and/or Hepatitis B shots in areas where Hepatitis A and/or Hepatitis B may be contracted. The employer will pay the cost of such shots.

**53. REHABILITATION OF INJURED EMPLOYEES**

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.

**54 E-Tags**

Employer vehicles are to be fitted with E-tags at the employer's expense. E-tags are for company use only.

## **55. EMPLOYEE ABSENCE - INDUSTRY FUND COMPLIANCE**

**55.1** If an employee is being paid a part, or all of, the employees' weekly entitlements, by a third party, the employer shall make the payments prescribed in Clause 54.2, as if the employee was at work and being paid by the employer.

For an employee who is absent from work:-

**55.1.1** because they are on paid leave; or

**55.1.2** because they are in receipt of workers compensation benefits; or

**55.1.3** because they are in receipt of a benefit provided in either Clause 25.1 – Trauma Insurance or Clause 25.2 – Income Protection or Clause 25.3 – Journey Accidents; or

**55.1.4** because they are absent on leave without pay to enable them to take long service leave; the employer shall:-

**55.1.5** **only where** the employee is absent because they are in receipt of workers compensation benefits, or because they are in receipt of a benefit provided in Clause 25.2 – Income Protection or because they are absent on without pay to enable them to take long service leave, make the superannuation payments prescribed in Clause 54.3 – Superannuation – Industry Fund Compliance; and

**55.1.6** make the long service leave payments prescribed in Clause 43 – Long Service Leave; and

**55.1.7** make the various insurance payments prescribed in Clause 25.1 – Trauma Insurance and Clause 25.2 – Income Protection and Clause 25.3 – Journey Accidents; and

**55.1.8** make the redundancy payments prescribed in Clause 22 - Redundancy; and

**55.1.9** make the training levy payments prescribed in Clause 46 – Industry Training, during such absence.

### **55.2 Superannuation – Industry Fund Compliance**

**Superannuation Contributions – Employee absent for work – related injury / illness and / or long service leave and / or whilst an employee is on income protection.**

**This clause does not apply to an apprentice**

**55.2.1** This clause shall only apply where an employee:-

**55.2.1.1** is absent because they are in receipt of workers compensation benefits; or

**55.2.1.2** is absent because they are in receipt of a benefit provided in Clause 25.2 – Income Protection; or

**55.2.1.3** is absent because they are absent on leave to enable them to take long service leave

**55.2.1.4** even if a Third Party is paying all or part of the employees' weekly entitlements. In such circumstances, the level of contributions paid on behalf of each employee will be:-

<b>First pay period on or after</b>	<b>Registered Sprinkler Fitter</b>	<b>Sprinkler Fitter / Labourer</b>
<b>1 July 2024</b>	\$ 210.00 Per Week	\$ 205.00 Per Week
<b>1 July 2024</b>	\$ 215.00 Per Week	\$ 210.00 Per Week
<b>1 July 2025</b>	\$ 220.00 Per Week	\$ 215.00 Per Week
<b>1 July 2026</b>	\$ 225.00 per week	\$ 220.00 Per Week

**55.2.1.5** The superannuation contributions required to be paid under this clause shall cease after fifty - two (52) weeks.

## **MEMBER BENEFITS / EMPLOYEE FIXED RATE CONTRIBUTIONS / INSURANCE AND REDUNDANCY PAYMENTS**

The employer will, on behalf of each employee, pay the amount described and listed in either Table 56A, Table 56B or Table 56C (to be collected by Incolink) for the various Member Benefits, Insurance Benefits and Redundancy for employees covered by the Agreement.

The amounts described in this Clause and in conjunction with Clause 4.4 of this Agreement form part of the wage increases negotiated by the parties to this Agreement.

The payments listed in tables 56A, 56B & 56C below are payments achieved through the implementation of Clause 4.2 and 4.4 of this Agreement.

### **Note 1**      **PORTABLE SICK LEAVE** (Refer to Clause 40 - Portability of Sick Leave)

The current payment is \$3.00 per week per employee plus GST.

This amount is fixed and applies for the life of the Agreement.

### **Note 2**      **APPRENTICE CONTRIBUTION** (Refer to Clause 19.7.5 Apprentices)

From 1 March 2024 an Apprentice Contribution payment of \$5.00 per week per employee.

\$5.00 is applied as per Clause 4.4 of this Agreement.

This amount is fixed and applies for the life of the Agreement.

### **Note 3:**      **TRAINING LEVY** (Refer to Clause 46 Industry Training – Training Levy)

The Training Levy payment increases by the following amounts per week per employee excluding Apprentices.

- From 1 March 2024 - \$11.89 per week per employee;
- From 1 March 2025 - \$13.37 per week per employee;
- From 1 March 2026 - \$6.15 per week per employee; and
- From 1 March 2027 - \$4.30 per week per employee.

This payment listed above forms part of Clause 4.2 of this Agreement.

### **Note 4:**      **INCOLINK REDUNDANCY PAYMENTS** (Refer to Clause 22.2 Redundancy Protection)

The Redundancy payment paid for each employee covered by this Agreement excluding Apprentices in recent years has increased to \$160.00 per week per employee excluding Apprentices.

The current Redundancy payment of \$160.00 per week per employee will increase by CPI, for the life of the Agreement. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increase shall take effect from the first pay period commencing on or after 1 October 2024, 1 October 2025, 1 October 2026, and 1 October 2027.

**Note 5: EMPLOYEE AND FAMILY WELFARE** (Refer to Clause 57 – Employee and Family Welfare)

From 1 March 2024 a payment of \$0.95 shall be paid per week per employee for Employees and their immediate Families benefit.

This payment is fixed and payable for the life of this Agreement.

The payment listed above forms part of Clause 4.2 of this Agreement.

**Note 6: BILL PAYER** (Refer to Clause 57 Bill Payer Insurance)

From 1 March 2024 a payment of \$1.50 per week per employee shall be paid to supply Bill Payer Insurance as described in Clause 57.

This payment listed above forms part of Clause 4.2 of this Agreement.

**Note 7: ADDITIONAL SERVICES**

From 1 March 2024 a payment of \$5.00 per week per employee, excluding apprentices, shall be paid to supply funding for industry officers as described in clause 4.4.4.

**Note 8: INCOME PROTECTION INSURANCE** (Refer to Clause 25)

The current Incolink Income Protection contribution from 1 October 2023 is \$31.50.

The Incolink income Protection payment increases by the following amounts:

- From 1 October 2024 - \$0.50c per week per employee;
- From 1 October 2025 - \$3.50 per week per employee;
- From 1 October 2026 - \$3.00 per week per employee; and
- From 1 October 2027 - \$3.50 per week per employee.

**TABLE 56A**

<b>Employee fixed Rate Contribution Registered Sprinkler Fitter</b>	<b>Member Benefits</b>	<b>Redundancy Clause 22.2 Refer to Note 4</b>	<b>Training Clause 46 Refer to Note 3</b>	<b>Apprentice Levy Clause 19.7.5 Refer to Note 2</b>	<b>Bill Pay Clause 57 Refer to Note 6</b>	<b>Employee and Family Welfare Support Clause 58 Refer to Note 5</b>	<b>PSL Clause 40 Refer to Note 1</b>	<b>Additional Services – clause 4.4.4 Refer to Note 7</b>	<b>Incolink Income Protection – clause 26 Refer note 8</b>
First Full Pay Period Commencing on or after 1 March 2024	\$19.25	\$160.00	\$11.89	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$0.50 c
First Full Pay Period Commencing on or after 1 March 2025	\$19.25	\$160.00 + CPI	\$13.37	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$3.50
First Full Pay Period Commencing on or after 1 March 2026	\$19.25	\$160.00 + CPI	\$6.15	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$3.00
First Full Pay Period Commencing on or after 1 March 2027	\$19.25	\$160.00 + CPI	\$4.30	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$3.50

**TABLE 56B**

<b>Employee fixed Rate Contribution Apprentices</b>	<b>Member Benefits</b>	<b>Redundancy Account</b>	<b>Training Clause 46</b>	<b>Apprentice Levy Clause 19.7.5 Refer to Note 2</b>	<b>Bill Pay Clause 57 Refer to Note 6</b>	<b>Employee and Family Welfare Support Clause 58 Refer to Note 4</b>	<b>PSL Clause 40 Refer to Note 1</b>	<b>Additional Services – clause 4.4.4 Refer to Note 7</b>	<b>Incolink Income Protection – clause 26 Refer note 8</b>
First Full Pay Period Commencing on or after 1 March 2024	\$19.81	\$0.00	\$0.00	\$5.00	\$1.50	\$0.95	\$3.00	\$0.00	\$0.50 c
First Full Pay Period Commencing on or after 1 March 2025	\$19.81	\$0.00	\$0.00	\$5.00	\$1.50	\$0.95	\$3.00	\$0.00	\$3.50
First Full Pay Period Commencing on or after 1 March 2026	\$19.81	\$0.00	\$0.00	\$5.00	\$1.50	\$0.95	\$3.00	\$0.00	\$3.00
First Full Pay Period Commencing on or after 1 March 2027	\$19.81	\$0.00	\$0.00	\$5.00	\$1.50	\$0.95	\$3.00	\$0.00	\$3.50



**TABLE 56C**

<b>Employee fixed Rate Contribution Sprinkler Fitter/ Labourers</b>	<b>Member Benefits</b>	<b>Redundancy Clause 22.2 Refer to Note 4</b>	<b>Training Clause 46 Refer to Note 3</b>	<b>Apprentice Levy Clause 19.7.5 Refer to Note 2</b>	<b>Bill Pay Clause 57 Refer to Note 5</b>	<b>Employee and Family Welfare Support Clause 58 Refer to Note 5</b>	<b>PSL Clause 40 Refer to Note 1</b>	<b>Additional Services – clause 4.4.4 Refer to Note 7</b>	<b>Incolink Income Protection – clause 26 Refer note 8</b>
First Full Pay Period Commencing on or after 1 March 2024	\$19.65	\$160.00	\$11.89	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$0.50c
First Full Pay Period Commencing on or after 1 March 2025	\$19.65	\$160.00 + CPI	\$13.37	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$3.50
First Full Pay Period Commencing on or after 1 March 2026	\$19.65	\$160.00 + CPI	\$6.15	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$3.00
First Full Pay Period Commencing on or after 1 March 2027	\$19.65	\$160.00 + CPI	\$4.30	\$5.00	\$1.50	\$0.95	\$3.00	\$5.00	\$3.50

**57**      **BILL PAYER INSURANCE**

- 57.1**      If an employee is in receipt of a benefit under Clause 25 – Insurance and suffers a disability for a period of more than fourteen (14) days, the employee shall have access to a benefit provided by Incolink to reimburse domestic bills which the employee receives and pays during their disablement.
- 57.2**      This policy will reimburse up to \$300 per bill up to a maximum of \$6,000 for all bills for anyone (1) period of disablement.
- 57.3**      The Employer will pay \$1.50 per week (from 1 March 2024) per employee for the life of the Agreement in accordance with the Incolink Trust Deed.
- 57.4**      This payment forms part of Clause 4 and is detailed in Clause 56 of this Agreement.

**58**      **EMPLOYEE AND FAMILY WELFARE SUPPORT**

- 58.1**      The employer will make a weekly contribution to the Nominated Redundancy Fund (or any other fund of which Incolink is Trustee and nominated by it to receive the contribution) for the purpose of funding and / or sponsoring activities (at the determination of the Trustee of the said fund) that support the welfare of all employees and their families in the industry.
- 58.2**      The employer will pay \$0.95 per week (from 1 March 2024) per employee for the life of the Agreement.
- 58.3**      This payment forms part of Clause 4 and is detailed in Clause 56 of this Agreement.

**SIGNATORIES**

For and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia 128v (CEPU) and the employees of the employer:

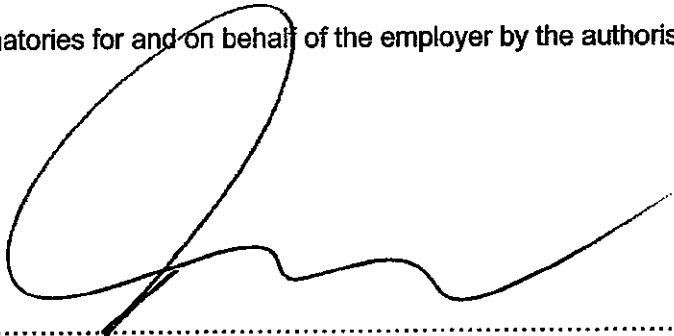


.....  
**Jason Cranny**  
CEPU Plumbing Division (Vic Branch) Assistant State Secretary  
52 Victoria Street,  
CARLTON SOUTH VIC 3053

A Representative of the CEPU and employee/s covered by the agreement.

Date: 16/04/2024

Signatories for and on behalf of the employer by the authorised person:



.....  
**Simon Wreford**  
Director

**FDN Fire**  
ABN: 41 623 866 400  
Address 18 Volt Circuit Dandenong South Victoria 3175

Date: 16/04/2024

## **Appendix A – Wages and Allowances**

### **A.1 Wages**

**Note:-** Registration allowance, plumbing trade allowance, industry allowance and tool allowance are included in the hourly rates below.

#### **A.1.1 Registered Sprinkler Fitter**

The rates in the following table are payable from the first pay period on or after the applicable date:-

<b>Registered Sprinkler Fitter</b>	<b>1 March 2023</b>	<b>1 March 2024</b>	<b>1 March 2025</b>	<b>1 March 2026</b>	<b>1 March 2027</b>
<b>Hourly Rate</b>	\$54.20	\$57.03	\$59.83	\$62.72	\$65.77
X 36 Hours	\$1,951.20	\$2,053.08	\$2,153.88	\$2,257.92	\$2,367.72
<b>Fares (Per Day)</b>	\$24.77	\$25.88	\$26.63	\$27.37	\$28.11
X 5 Days	\$123.85	\$129.40	\$133.15	\$136.85	\$140.55
<b>Travel (Per day)</b>	\$54.20	\$57.03	\$59.83	\$62.72	\$65.77
X 5 Days	\$271.00	\$285.15	\$299.15	\$313.60	\$328.85
<b>Total Income</b>	\$2,346.05	\$2,467.63	\$2,586.18	\$2,708.37	\$2,837.12
<b>Overtime</b>					
Double Time	\$108.40	\$114.06	\$119.66	\$125.44	\$131.54
Double Time and a Half	\$135.50	\$142.58	\$149.58	\$156.80	\$164.43

## A1.2 Sprinkler Fitter / Labourer

The rates in the following table are payable from the first pay period on or after the applicable date:-

<b>Sprinkler Fitter / Labourer</b>	<b>1 March 2023</b>	<b>1 March 2024</b>	<b>1 March 2025</b>	<b>1 March 2026</b>	<b>1 March 2027</b>
<b>Hourly Rate</b>	\$41.99	\$44.09	\$46.28	\$48.56	\$50.71
X 36 Hours	\$1,511.64	\$1,587.24	\$1,666.08	\$1,748.16	\$1,825.56
<b>Fares (Per Day)</b>	\$24.77	\$25.88	\$26.63	\$27.37	\$28.11
X 5 Days	\$123.85	\$129.40	\$133.15	\$136.85	\$140.55
<b>Travel (Per day)</b>	\$33.92	\$35.45	\$36.46	\$37.48	\$38.50
X 5 Days	\$169.60	\$177.25	\$182.30	\$187.40	\$192.50
<b>Total Income</b>	\$1,805.09	\$1,893.89	\$1,981.53	\$2,072.41	\$2,158.61
<b>Overtime</b>					
Double Time	\$83.98	\$88.18	\$92.56	\$97.12	\$101.42
Double Time and a Half	\$104.98	\$110.23	\$115.70	\$121.40	\$126.78

Sprinkler Fitter/ Labourers are not entitled to the Service/Testing/Site Allowance.

### A1.3 All Apprentices Wage Rates:-

The rates in the following table are payable from the first pay period on or after 1 March 2024

1 March 2024	Apprentice 1st Year	Apprentice 2nd Year	Apprentice 3rd Year	Apprentice 4th Year
<b>Hourly Rate</b>	\$25.83	\$28.49	\$39.13	\$47.15
X 36 Hours	\$929.88	\$1,025.64	\$1,408.68	\$1,697.40
<b>Fares (Per Day)</b>	\$25.88	\$25.88	\$25.88	\$25.88
X 5 Days	\$129.40	\$129.40	\$129.40	\$129.40
<b>Travel (Per Day)</b>	\$19.74	\$21.64	\$29.53	\$35.45
X 5 Days	\$98.70	\$108.20	\$147.65	\$177.25
<b>Total Income</b>	\$1,157.98	\$1,263.24	\$1,685.73	\$2,004.05
<b>Overtime</b>				
Time and a half	\$38.75	\$42.74	\$58.70	\$70.73
Double Time	\$51.66	\$56.98	\$78.26	\$94.30
Double time and a half	\$64.58	\$71.23	\$97.83	\$117.88

### All Apprentices Wage Rates:-

The rates in the following table are payable from the first pay period on or after 1 March 2025

<b>1 March 2025</b>	<b>Apprentice 1st Year</b>	<b>Apprentice 2nd Year</b>	<b>Apprentice 3rd Year</b>	<b>Apprentice 4th Year</b>
<b>Hourly Rate</b>	\$27.06	\$29.85	\$40.99	\$49.38
X 36 Hours	\$974.16	\$1,074.60	\$1,475.64	\$1,777.68
<b>Fares (Per Day)</b>	\$26.63	\$26.63	\$26.63	\$26.63
X 5 Days	\$133.15	\$133.15	\$133.15	\$133.15
Travel (Per Day)	\$20.31	\$22.26	\$30.38	\$36.46
X 5 Days	\$101.55	\$111.30	\$151.90	\$182.30
<b>Total Income</b>	\$1,208.86	\$1,319.05	\$1,760.69	\$2,093.13
<b>Overtime</b>				
Time and a half	\$40.59	\$44.78	\$61.49	\$74.07
Double Time	\$54.12	\$59.70	\$81.98	\$98.76
Double time and a half	\$67.65	\$74.63	\$102.48	\$123.45

**All Apprentices Wage Rates:-**

The rates in the following table are payable from the first pay period on or after 1 March 2026

<b>1 March 2026</b>	<b>Apprentice 1st Year</b>	<b>Apprentice 2nd Year</b>	<b>Apprentice 3rd Year</b>	<b>Apprentice 4th Year</b>
<b>Hourly Rate</b>	\$28.28	\$31.19	\$42.84	\$51.61
X 36 Hours	\$1,018.08	\$1,122.84	\$1,542.24	\$1,857.96

<b>Fares (Per Day)</b>	\$27.37	\$27.37	\$27.37	\$27.37
X 5 Days	\$136.85	\$136.85	\$136.85	\$136.85
Travel (Per Day)	\$20.87	\$22.88	\$31.23	\$37.48
X 5 Days	\$104.35	\$114.40	\$156.15	\$187.40
<b>Total Income</b>	\$1,259.28	\$1,374.09	\$1,835.24	\$2,182.21
<b>Overtime</b>				
Time and a half	\$42.42	\$46.79	\$64.26	\$77.42
Double Time	\$56.56	\$62.38	\$85.68	\$103.22
Double time and a half	\$70.70	\$77.98	\$107.10	\$129.03

**All Apprentices Wage Rates:-**

The rates in the following table are payable from the first pay period on or after 1 March 2027

<b>1 March 2027</b>	<b>Apprentice 1st Year</b>	<b>Apprentice 2nd Year</b>	<b>Apprentice 3rd Year</b>	<b>Apprentice 4th Year</b>
<b>Hourly Rate</b>	\$29.50	\$32.54	\$44.69	\$53.83
X 36 Hours	\$1,062.00	\$1,171.44	\$1,608.84	\$1,937.88
<b>Fares (Per Day)</b>	\$28.11	\$28.11	\$28.11	\$28.11
X 5 Days	\$140.55	\$140.55	\$140.55	\$140.55
Travel (Per Day)	\$21.44	\$23.51	\$32.08	\$38.50
X 5 Days	\$107.20	\$117.55	\$160.40	\$192.50
<b>Total Income</b>	\$1,309.75	\$1,429.54	\$1,909.79	\$2,270.93



<b>Overtime</b>				
Time and a half	\$44.25	\$48.81	\$67.04	\$80.75
Double Time	\$59.00	\$65.08	\$89.38	\$107.66
Double time and a half	\$73.75	\$81.35	\$111.73	\$134.58

### **Adult Apprentices**

The hourly rate for an Adult Apprentice is based on the Federal Minimum Wage. The Fair Work Commission makes a decision on a percentage increase to apply to this minimum wage in July of each year. Currently the 1<sup>st</sup> year hourly rate is above the minimum.

- i. Where a person was employed by an employer immediately prior to becoming an adult apprentice with that employer, such person will not suffer a reduction in the rate of pay by virtue of entering into a training agreement.
- ii. For the purpose only of fixing a rate of pay, the adult apprentice will continue to receive the rate of pay (inclusive of all-purpose allowances) that is, from time to time, applicable to classification or class of work in which the adult apprentice was engaged immediately prior to entering into the training agreement specified in Clause 19.

## A2 – Allowance Schedule

	Clause No.	From the first pay period on or after 1 March 2024	From the first pay period on or after 1 March 2025	From the first pay period on or after 1 March 2026	From the first pay period on or after 1 March 2027
<b>Leading Hand Allowance</b>	A11.25				
Under direct supervision up to 10 persons		\$74.56	\$76.70	\$78.84	\$80.98
In sole charge outside city/suburbs up to 10 persons		\$92.60	\$95.24	\$99.10	\$102.10
In sole charge outside city/suburbs more than 1-persons		\$105.25	\$108.22	\$111.22	\$114.32
<b>Acid Plants and Chemical Works Allowance (Per hour)</b>	A11.10	\$3.17	\$3.27	\$3.37	\$3.47
<b>Asbestos</b>					
Eradication Allowance (Per hour)	A11.8	\$2.91	\$3.00	\$3.09	\$3.18
Materials Allowance (Per hour)	A11.9	\$1.08	\$1.12	\$1.16	\$1.20
<b>Bitumen Work</b>	A11.2	\$1.07	\$1.10	\$1.13	\$1.16
<b>Cold Work Allowance</b> 0 c (Per hour)	A11.11 – 12	\$0.89	\$0.92	\$0.95	\$0.98
<b>Explosive Powered Tools Allowance</b> (Per day)	A.11.1 - 2	\$2.09	\$2.15	\$2.21	\$2.27
<b>Fumes</b>	A11.7	\$1.07	\$1.10	\$1.13	\$1.16
<b>Hospital/morgues – Minimum</b>	A11.16	\$0.60	\$0.61	\$0.63	\$0.65
<b>Infectious Diseases</b>	A11.16.1	\$0.11	\$0.16	\$0.19	\$0.23
<b>Morgues</b>	A11.16.2	\$0.12	\$0.18	\$0.23	\$0.25
<b>Hot Work Allowance 46c to 54c</b> (Per hour)	A11.13	\$0.89	\$0.92	\$0.95	\$0.98
<b>Exceeding 54c</b> (Per hour)	A11.13	\$1.09	\$1.12	\$1.16	\$1.20
<b>Insulation</b>	A11.6	\$1.07	\$1.10	\$1.13	\$1.16
<b>Laser Safety Officer Allowance</b> (Per day)	A11.19 - 21	\$3.65	\$3.76	\$3.87	\$3.98
<b>Scaffold Licence or Certificate</b>	A11.5	\$24.72	\$25.43	\$26.14	\$26.85
<b>Meal Allowance</b> (Per meal)	A7.2	\$23.35	\$24.03	\$24.71	\$25.39

<b>Service /Testing /Site Allowance (Per hour)</b>					
<b>Registered Sprinkler Fitters and all Apprentices</b>	A11.47	\$3.34	\$3.44	\$3.54	\$3.63
<b>Ships Work – Sprinkler Fitter / Fire Protection worker (Per hour)</b>	A11.3	\$21.00	\$21.03	\$21.06	\$21.09
<b>Ships Work – others (Per hour)</b>	A11.3	\$15.47	\$15.50	\$15.53	\$15.56
<b>Towers Allowance (Per hour)</b>	A11.17	\$0.89	\$0.92	\$0.95	\$0.98
<b>Vehicle – use of own (Per km)</b>	AB.1	\$1.42	\$1.44	\$1.47	\$1.50
<b>Altona Petro Chemical Plant (all-purpose) (Per hour)</b>	A11.26	\$1.62	\$1.67	\$1.72	\$1.77
<b>Welding Allowance Electric</b>	A11.4	\$2.37	\$2.44	\$2.51	\$2.58
<b>First Aid Allowance (Per day)</b>	A11.24	\$3.74	\$3.85	\$3.96	\$4.07
<b>Toxic Substances Allowance working with (Per hour)</b>	A11.22 – 24	\$1.08	\$1.12	\$1.16	\$1.20
<b>Toxic Substances Allowance working near (Per hour)</b>	A11.22 – 24	\$0.89	\$0.92	\$0.95	\$0.98
<b>Live Correctional Facility Allowance (Per hour)</b>	A11.44	\$0.80	\$0.83	\$0.86	\$0.89
<b>Mobile Device Allowance (Per week)</b>	A11.45	\$5.00	\$5.15	\$5.30	\$5.45
<b>Living Away from home allowance - see AC.10 (p 111)</b>	AC.10	AC.10	AC.10	AC.10	AC.10
<b>On Call - Permanent roster</b>	35.3(a)	\$60.51	\$60.54	\$60.57	\$60.60
<b>On Call – Other Mon – Friday (Per night)</b>	35.3(b)	\$6.56	\$6.59	\$6.62	\$6.65
<b>On Call – Other Weekends and Public Holidays (Per night)</b>	35.3(c)	\$44.71	\$44.74	\$44.77	\$44.80

## **ALLOWANCES AND SPECIAL RATES**

### **Demolition Work**

- A3.1** From the first pay period on or after 1 March 2024, where employees are directly performing demolition works that would require a demolition permit that allows the performance of such work, they will receive an amount of no less than \$9.73 per hour, or the site allowance, whichever is the greater.
- A3.2** From the first pay period on or after 1 March 2024, where employees are employed in connection with, and on work, with employees of demolition contractors (i.e. working within the demolition zone and / or subject to the additional disabilities arising from that demolition), they will receive an amount no less than \$8.74 per hour) or the site allowance, whichever is the greater.
- A3.3** The allowances in Clause A3.1 and Clause A3.2 will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve (12) month period ending the previous December quarter effective as of the first pay period on or after 1 March 2025, 1 March 2026 and 1 March 2027 rounded to the nearest five (5) cents.

### **Victorian Special Project / Major Infrastructure Projects**

- A3.4** A Special Project / Major Infrastructure Project productivity Allowance of \$4.00 all-purpose per hour shall apply to the following, Victorian Infrastructure Projects:-
- Melbourne Metro Rail Project
  - Westgate Tunnel Project
  - North East Link
  - Suburban Rail Loop

This amount is fixed and applies for the life of the Agreement.

### **Multi-Storey Housing Commission Allowance**

- A.4** Where employees covered by this agreement are employed in connection with Multi-Story Commission flats employee/s shall receive the minimum site allowance of \$3.60 per hour in lieu of relevant Site Allowance.

This allowance will be adjusted by the CPI (All Groups Melbourne) effective from 1 March 2024 and for each subsequent year thereafter according to the above CPI movement for the preceding period July to June in each year.

### **Hepatitis A and B Shots**

- A.5** Employees shall be offered Hepatitis A shots and or Hepatitis B shots if they may be required to work in those areas where Hepatitis A and/or Hepatitis B may be contracted.

### **Industry Disability Allowance and Space, Height and Dirt Money Allowance**

**A6.1** This Allowance is included in the hourly rates in Appendix A – Wages and Allowances

**Allowances**

- Industry Disability Allowance (as defined).
- Space, Height and Dirt Money (as defined).

**A6.2 Sprinkler Fitter/Fire Protection Workers Adjustment**

This Allowance is included in the hourly rates in Appendix A – Wages and Allowances.

**Allowances**

- Sprinkler Fitter/Fire Protection Worker
- Sprinkler Fitter/Fire Protection Worker’s Assistant

**A6.3 Registration Allowances**

A Sprinkler Fitter who is the holder of a Certificate of Registration issued by the Victorian Building Authority shall be paid an allowance detailed in Appendix A – Wages and Allowances, per week to compensate for the responsibility imposed by holding and maintaining such Certificate of Registration. This Allowance became an All-Purpose Allowance on 1 October 2022 and is incorporated into the wage rates set out in Appendix A – Wages & Allowances.

**Meal Allowance**

**A7.2** An employee required to work overtime, after working ordinary hours, for greater than two (2) hours, and then for each for each subsequent four (4) hours worked will be paid the applicable meal allowance(s):-

<b>Date Payable (From the first pay period on or after)</b>	<b>Amount (Per Meal)</b>
1 March 2023	\$22.34
1 March 2024	\$23.35
1 March 2025	\$24.03
1 March 2026	\$24.71
1 March 2027	\$25.39

**A8 Multi-Storey Allowance**

**A8.1 Eligibility**

A Multi-Storey Allowance will be paid to all employees on site engaged in construction or renovation of a multi-storey building, to compensate for the disabilities experienced in and which are peculiar to construction or renovation of a multi-storey building.

**Definitions**

**A8.2** For the purposes of this Clause of the Agreement: -

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

**floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level.

a **multi-storey building** is a building which will, when complete, consist of Five (5) or more storey levels.

a **plant room** situated on the top of a building will constitute a further storey level if the plant room occupies Twenty-five per cent (25%) of the total roof area or an area of One Hundred (100) square metres whichever is the lesser.

**renovation work** is work performed on existing multi-storey buildings, (as defined) and such work involves structural alterations which extend to more than Two (2) storey levels in a building and at least part of the work to be performed is above the Fourth (4<sup>th</sup>) floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

a **storey-level** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors).

**A8.3** Any buildings or structures which do not have regular storey levels, but which are not classed as towers (i.e., grandstands, raft hangars, large stores etc.) and which exceed Fifteen (15) metres in height may be covered by this subclause, or by Clause A9.13 – Towers Allowance by agreement or, where no agreement is reached, by determination of the FWC.

**A8.4** The allowance payable at the highest point of the building will continue until completion of the building.

**A8.5** The second and subsequent allowance scales will, where applicable, commence to apply to all employees when one (1) of the following components of the building - structural steel, re-enforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

### **Rates**

**A.8.6** The following rates are payable in accordance with the definition of multi-storey building in clause 9. The rates are payable from the commencement of building works if the building when completed will consist of five (5) or more storey levels:

- from commencement of building to 15<sup>th</sup> floor \$0.70 per hour
- from 16<sup>th</sup> floor to 30<sup>th</sup> floor level \$0.82 per hour
- from 31<sup>st</sup> floor level to 45<sup>th</sup> floor level \$1.27 per hour
- from 46<sup>th</sup> floor level to 60<sup>th</sup> floor level \$1.66 per hour
- from 61<sup>st</sup> floor level onwards \$2.03 per hour

**A.8.7** Multistorey Work Allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve-month period ending the previous December quarter effective as of 1 March 2024 onwards, rounded to the nearest cent:

- from the first pay period on or after 1 March 2024; and
- from the first pay period on or after 1 March 2025; and

- from the first pay period on or after 1 March 2026; and
- from the first pay period on or after 1 March 2027.

### **Service cores**

- A8.8** All employees employed on a service core at more than fifteen (15) metres above the highest point of the main structure will be paid the multi-storey rate appropriate for the main structure plus the prescribed towers allowance calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. (i.e. for this purpose, the highest point of the main structure will be regarded as though it were the ground in calculating the appropriate towers allowance).
- A8.9** Employees employed on a service core no higher than fifteen (15) metres above the main structure will be paid in accordance with the multi-storey allowance prescribed herein.
- A8.10** Any section of a service core exceeding fifteen (15) metres above the highest point of the main structure will be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.
- A8.11** When employees working in the service core are required to walk beyond four (4) levels and up to a maximum of six (6) levels, they will be paid Double the applicable service core allowance.

### **Refurbishment of Multi - Storey Commission Flats**

- A9.1** Where employee/s are employed in connection with refurbishment of Multi-Storey Commission flats employee/s will receive:
- A9.2** payment of the site allowance in accordance with Clause A11.41 – Site Allowance; or
- A9.3** a site allowance \$4.10 per hour.
- whichever in the greater.
- A9.4** The allowance prescribed in Clause A9.3 shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increase shall take effect from the first pay period commencing on or after 1 October 2023, 1 October 2024, 1 October 2025 and 1 October 2026.

### **Special Rates**

- A.10** In addition to the rates otherwise prescribed by this Agreement, the following extra rates will be paid to employees employed under this Agreement.

The special rates prescribed in this Agreement will be paid irrespective of the times at which work is performed and will not be subject to any premium or penalty additions.

Where more than one of the rates provides payments for disabilities of substantially the same nature then only the highest of such rates will be payable.

### **Explosive powered tools**

**A.11.11** An operator of explosive powered tools, who is required to use an explosive powered tool, will be paid an allowance in accordance with Clause A2 – Allowance table for every day on which they use such a tool.

**A.11.2** An **operator of explosive-powered tools** means an employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

### **Bitumen Work**

**A11.2** An employee handling hot bitumen or asphalt or dipping materials in creosote shall be paid as per rate in A2 - Allowance table per hour extra.

### **Work in Ships**

**A11.3** Employees engaged on work in ships (over Sixty (60) feet in length) shall be paid as per rate in A2 - Allowance table.

### **Welding Allowance**

**A11.4** An employee who is requested by the employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by their employer to act on such qualifications, shall be paid the amount payable in Clause A2 – Allowance table for electric welding for every hour of their employment whether or not they have in any hour performed work relevant to those qualifications held. The allowance is capped at \$2.00 per hour for multiple qualifications that are used.

### **Scaffolder's Licence or Certificate**

**A11.5** An employee who is the holder of a current Scaffolder's Licence or Certificate and is appointed responsible by the employer for the erection of scaffolding on site shall be paid as per rate in A2 – Allowance Table.

### **Insulation**

**A11.6** An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite, or other recognised insulating material of a like nature, associated with similar disabilities in its use, as per rate in A2 – Allowance table per hour or part thereof. This extra rate shall also apply to an employee in the immediate vicinity who is affected by the use of such materials.

### **Fumes**

**A11.7** An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid such rates as are agreed or determined in accordance with the dispute resolution procedure.

Any special rate so fixed will apply from the date the employer is advised of the claim and thereafter will be paid as and when the fume condition occurs.

### **Asbestos eradication**



**A11.8** Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of, or contains asbestos will be paid, in addition to the rates prescribed in this Agreement, an allowance in accordance with Clause A2 – Allowance table with the exception of hot work and cold work.

### **Asbestos materials**

**A11.9** Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to employees using such materials will be paid an allowance in accordance with Clause A2 – Allowance table whilst wearing such equipment.

### **Acid**

**A11.10** An employee required to work on acid furnaces, acid stills or acid towers shall be paid as per rate in A2 - Allowance Table whilst so engaged.

### **Cold work**

**A11.11** An employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius will be paid an allowance in accordance with Clause A2 – Allowance table.

**A11.12** Where such work continues for more than two (2) hours, the employee will be entitled to twenty (20) minutes rest after every two (2) hours work without loss of pay, not including the special rate provided by this clause.

### **Hot work**

**A11.13** An employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius or exceeding 54° Celsius will be paid an allowance in accordance with Clause A2 - Allowance Table for each hour or part thereof.

**A11.14** Where such work continues for more than two (2) hours, the employee will be entitled to twenty (20) minutes rest after every two (2) hours work without loss of pay, not including the special rate provided by this subclause.

### **Infectious Diseases or Morgues**

**A11.16** An employee when engaged in repairs, demolition and/or maintenance of any of the following places: -

A11.16.1 Any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases shall be paid as per rate in A2 – Allowance table.

A11.16.2 Morgues: If the employee is working inside a morgue in which one or more dead bodies are not in refrigeration, he/she shall be paid as per rate in A2 – Allowance table.

A11.16.3 Provided that the additional payments set out in A11.16.1 and A11.16.2 above shall not in **any** event be less than .35 cents per day or part thereof.

### **Towers Allowance**

**A11.17** An employee working a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower, or silo, where the construction exceeds Fifteen (15) metres in height shall be paid for all work above Fifteen (15) metres as per rate in A2 – Allowance table, and as per rate in A2 – Allowance table for work above each further Fifteen (15) metres.

### **Mt. Isa Mines Industry Allowance**

**A11.18** Employees engaged at Mt. Isa Queensland, shall be paid an additional amount of \$58.04 per week.

### **Laser safety officer allowance**

**A11.19** This clause will apply when laser safety equipment is utilised for work within the scope of the Agreement.

**A11.20** Where an employee has been appointed by the employer to carry out the duties of a laser safety officer, the employee will be paid an allowance in accordance with- Clause A2 – Allowance table per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.

**A11.21** For the purposes of the Agreement;-

**Laser** will mean any device except a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulation emission.

**Laser Safety Officer** is an employee who, in addition to the employee's ordinary work, is qualified to perform duties associated with laser safety, and is appointed as such.

### **Toxic substances**

**A11.22** Employees using toxic substances or materials of a like nature will be paid an allowance in accordance with Clause A2 – Allowances table. Employees working in close proximity to employees so engaged will be paid an allowance in accordance with Clause A2 – Allowances table.

**A11.23** Where an employee is using materials of the types mentioned in this sub-clause and such work continues to their meal break, they will be entitled to take washing time of ten minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day or is finished at any time prior to the ceasing time of the day, washing time of ten minutes will be granted. The washing time break or breaks will be counted as time worked.

**A11.24** For the purpose of this Agreement:-

**toxic substances** will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system will be deemed to be materials of a like nature.

### **First Aid Allowance**

**A11.24** An employee who is qualified in first aid and is appointed by the employer to carry out first aid duties in addition to their usual duties, will be paid an allowance in accordance with Clause A2 – Allowance Table.

### **Leading Hand Allowance**

**A11.25** A person specifically appointed to be a Leading Hand will be paid at the rate of the undermentioned additional hourly amounts above the hourly rates of the highest classification supervised, or their own rate, whichever is the highest, in accordance with Clause A2 – Allowance Table.

### **Altona Petro-Chemical Allowance**

**A11.26** An employee working on construction work (as defined) within an Eight (8) kilometre radius from the intersection of Kororoit Creek Road and Millers Road, Altona will, when employed on chemical or petro-chemical plant or on commercial or industrial construction jobs within One (1) kilometre of the nearest part of such plants or within the perimeter of storage tank farms be paid an all- purpose allowance as per rate in A2 – Allowance Table.

### **Site Allowance**

**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 Agreement that the Site Allowance will not be claimed or paid:-**

- **on any project (regardless of its' location) where the project value is below \$5.7 million.**

**A11.27** In addition to the wage rates and allowances prescribed, the employer shall pay to employees (as defined in this Agreement) extra rates as prescribed in Clause A11.41 for the period when individual employees incur those specifically included in the Site Allowance applicable to a project.

**A11.28** Subject to the foregoing, where the union, requests an employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:-

**A11.29** geographic location if the project is contained within the City of Melbourne as defined; or

**A11.30** the amount contained in Clause A11.41.

**A11.31** 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 special rates - confined space, wet work, dirty work, second-hand timber and fumes. Special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with Appendix A – Allowances and Special Rates.

**A11.32** It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.

**A11.33** On sites which do not attract Site Allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with Appendix A – Allowances and Special Rates of this Agreement.

- A11.33** 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.
- A11.34** 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.
- A11.35** In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then the matter will be dealt with in accordance the disputes procedure in clause 14.
- A11.36** In determining the rate, the VBIDP shall have regard to this Appendix (A11) and shall not deviate from this Appendix 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.
- A11.37** Any Site Allowance that is determined in accordance with Clause A11.36 – shall be incorporated into the Agreement in accordance with the FW Act.

### **Shopping centres and Airport Projects**

- A11.38** All new construction and extension / refurbishment work shopping centres, Airports, retail strip shops and stand - alone retail facilities having a project value in excess of \$5.7M 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 \$5.7M and occupies at least fifty-one per cent (51%) of the area of the project.

### **City of Melbourne Definition**

- A11.39** 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 Boulevard 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.

**A11.40** The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.

**Payments**

**A11.41** An employee entitled to the allowance provided in this clause shall be paid in accordance with the following schedule:

**New Projects:**

# Projects from \$5.7 million and \$289.1 million \$5.00 per hour

# Projects with values in excess of \$250 million will be subject to the below schedule.

**Renovations, Restoration &/or Refurbishment Work:**

# Projects from \$5.7 million to million and \$289.1 million \$4.35 per hour

# Projects with values in excess of \$289.1 million will be subject to the below schedule of this Appendix.

**Note:-** Projects which are a combination of new work and renovation, restoration and/or refurbishment work, will have their Site Allowance governed by which component is the major part of the work involved. For example, if the majority of work is new work then the Site Allowance in Schedule A11.41 of this Appendix will apply.

**Project Value**

**Site Allowance**

**City of Melbourne**

<b>Greater than \$5.7 million and up to \$289.1 million</b>	\$5.00 per hour
<b>Greater than \$289.1 million and up to \$462.5 million</b>	\$5.25 per hour
<b>Greater than \$462.5 million and up to \$ 1.564 billion</b>	\$5.75 per hour

For projects greater than \$1 billion, there shall be an increment of ten (10) cents per additional \$100M or part thereof.

**Site Allowance Schedule Victoria**

<b>Greater than \$5.7 million and up to \$34.7 million</b>	\$2.85 per hour
<b>Greater than \$34.7 million and up to \$58 million</b>	\$3.50 per hour
<b>Greater than \$58 million and up to \$115.6 million</b>	\$4.00 per hour
<b>Greater than \$115.6 million and up to \$289.1 million</b>	\$4.60 per hour
<b>Greater than \$289.1 million and up to \$462.5 million</b>	\$5.25 per hour
<b>Greater than \$462.5 million and up to \$1.1564 billion</b>	\$5.75 per hour
<b>Greater than \$1.1564 billion and up to \$2.312 billion</b>	\$6.90 per hour
<b>Greater than \$2.3127 billion and up to \$3.4692 billion</b>	\$7.50 per hour
<b>Greater than \$3.4692 billion and up to \$4.6254 billion</b>	\$8.10 per hour

For projects greater than \$4.6254 billion, there shall be an increment of ten (10) cents per additional \$100M or part thereof.

**Any project Value and Site Allowance in place at the time of this Agreement being concluded, and in excess of the rates of this Schedule will remain unchanged until such time as they are exceeded by the movement in the rates by the operation of Clause 11.42.**

**A11.42** The allowance prescribed in Clause A11.41 shall be adjusted on a yearly basis. The adjustment shall be based on the CPI (All Groups, Melbourne) for the preceding period July to June in each year. The increases shall take effect from the first pay period on or after the date of commencement of the Agreement and the first pay period on or after 1 October 2024.

**Melbourne Metro Rail Project / Westgate Tunnel Project / North East Link / Suburban Rail Loop East (SRL)**

**A11.43** In determining the Site Allowance for these Projects, the parties have acknowledged the Victorian Site Allowance scale regarding the size, scale, value, complexity and location of the Projects and agreed that this allowance will be paid to an employee to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and / or disabilities associated with the Project.

In accordance with clause, this is a flat hourly allowance and does not attract any loadings or penalties and is payable for all hours worked on site including all RDO'S.

No other allowance (award - derived or otherwise), except those expressly prescribed in the Agreement, shall be payable.

**For the Metro Tunnel Project**

The Site Allowance shall be increased to \$11.10 per hour from the first full pay period after 1 March 2024.

The above rate will be adjusted by CPI, as per clause A11.42 above.

**For the Westgate Tunnel Project**

The Site Allowance is \$10.70 per hour.

The above rate will be adjusted by CPI, as per clause A11.42 above.

**For North East Link**

The Site Allowance shall be \$10.35 per hour from the first full pay period after 1 March 2022.

The Site Allowance shall be increased to \$10.75 per hour from the first full pay period after 1 March 2024.

The Site Allowance shall be increased to \$11.15 per hour from the first full pay period after 1 March 2026.

The Site Allowance shall be increased to \$11.55 per hour from the first full pay period after 1 March 2028.

**For Suburban Rail Loop East**

The Site Allowance is \$10.35 per hour on commencement.

The Site Allowance shall be increased to \$10.75 per hour from the first full pay period after 1 March 2024.

The Site Allowance shall be increased to \$11.15 per hour from the first full pay period after 1 March 2026.

The Site Allowance shall be increased to \$11.55 per hour from the first full pay period after 1 March 2028.

### **Live Correctional Facility Allowance**

**A11.44** For employees who are required by the employer to work in a live correctional facility, an allowance of as set out in A2 – Allowance table per hour shall be payable for all hours worked.

The allowance provided in this clause shall only be payable when an employee is physically working on - site at the Live Correctional Facility.

### **Mobile Device Allowance**

**A11.45.1** If the employer requires or directs an employee to use a mobile device / handheld computer to access and use work related materials, the employer shall either:-

- (i) provide the employee with a mobile device / handheld computer; or
- (ii) pay the employee an allowance of \$5.00 per week to use their own mobile device / handheld computer.

**A11.45.2** For the purposes of Clause A11.45.1 **to access and use work related materials** includes:-

- (i) work related software / applications; and / or
- (ii) regular work related phone calls; and/or
- (iii) regular work related texts (SMS); and / or
- (iv) work related photography

but does not include accessing applications that are solely used by an employee to complete their timesheet electronically or to complete induction tasks.

### **Rail & Road Occupations (work past mid-night on Saturdays)**

**A11.46** It is the intention of the employer and employees that excessive overtime will not be worked.

The employer is committed to providing reasonable notice to employees of an offer to work weekend overtime. Employees who accept an offer of weekend overtime will be paid the applicable overtime rate provided in Clause – 33 (Overtime).

The employer will endeavour to ensure that wherever possible and subject to operational requirements, normal productive work shall cease at the finish of ordinary hours on Fridays.

Operational requirements that require productive work to continue past this time and into the weekend, including night work on Saturdays, include circumstances where such work is necessary for the Rail or Road Occupations to be maintained.

Where it is necessary to work overtime past midnight on a Saturday, it is agreed that no employee shall resume or continue work without having had ten (10) consecutive hours off duty.

Any employee who works overtime past midnight on a Saturday on a Rail or Road Occupation will be entitled to the following Monday off work, paid at ordinary time rates.

**Service/Testing/Site**

**A.11.47** A minimum site allowance per hour worked shall be paid as a Service /Testing /Site Allowance as per the rate in A2 - Allowance table to Registered Sprinkler Fitters and Apprentices in lieu of allowances for service work and for site related disabilities in lieu of site Allowance.



## **Appendix B**

### **Fares and Travelling Allowance**

**The allowance prescribed in this clause will not be taken into account in calculating overtime, penalty rates, annual or personal leave**

#### **Travel time**

**AB.1** Subject to Clause AB.2, employees will be paid a travel allowance and / or a fares allowance as prescribed in this Appendix for each day on which they present themselves for work.

#### **Summary of entitlement to fares and travel**

**AB.2** In what situations is the travel allowance and / or the fares allowance payable?

<b>Situation</b>	<b>Travel Allowance</b>	<b>Fares Allowance</b>
Start or finish on the job using own vehicle	Yes	Yes
Start or finish on the job using public transport	Yes	Yes
Start or finish on the job provided with transport	Yes	No
Start and finish at the workshop	Yes	No
Where the employer provides or offers to provide transport from an agreed picking-up place to his / her place of work	Yes	No
RDOs	Yes	Yes
Annual Leave	No	No
Public Holidays	No	No
Sick Leave	No	No
Apprentices Attending Trade School	Yes	Yes
Picnic Day	No	No

**AB.3** When required by the employer, employees will start and / or cease work on the job site at the usual commencing and finishing times within which ordinary hours may be worked.

#### **Travel in own time**

**AB.4** An employee shall be paid either the travel allowance and / or the fares allowance in Appendix A – Wages, Fares Allowance and Travel Allowance.

#### **Commencing / finishing at workshop**

**AB.5** In the case of an employee who is normally required to report for and finish work at the employer's workshop and is transported to and from any job by the employer allowances will be paid in accordance with A2 – Allowance table.

#### **Employee provided with vehicle**

**AB.6** Where an employee is provided with a vehicle for their use as transport to and from his / her home to the centre of employment to commence and cease work at the usual commencing and finishing times within which ordinary hours may be worked the employee will be entitled to the travel allowance (there is no entitlement to the fares allowance).

**AB.7** Where an employee is provided with a vehicle for their use in travelling to and from his / her home to the job site within the radii to commence and finish work at the usual commencing and finishing time within which ordinary hours may be worked the employee will be entitled to the travel allowance (there is no entitlement to the fares allowance).

#### **Transport during working hours**

**AB.8.1** Where an employee is required by the employer to travel to any other job site during the course of their daily engagement the employee will be paid all fares necessarily incurred except where transport is provided by the employer to and from such site, and all time spent in such travel will be regarded as time worked.

**AB.8.2** Where the employer requests an employee to use their own car to effect such a transfer and such employee agrees to do so the employee will be paid an allowance in accordance with AB.14 – Payments.

#### **Travel beyond-radius**

**AB.9.1** Subject to Clause AB.13, when working on jobs beyond the radius from the centre for employment an employee may (where applicable) be paid:-

**AB.9.1(a)** the travel allowance, and

**AB.9.1(b)** an allowance for the additional travelling time calculated, at the ordinary time rate of pay for the time required to travel from the radius to the job site and to travel back from the job site to the radius (calculated at a speed not exceeding the legal speed limit) with a minimum payment of a quarter (1/4) of an hour for each such journey; and

**AB.9.1(c)** the fares allowance; and

**AB.9.1(d)** where the employee provides their own transport, an additional allowance in accordance with AB.14 – Payments, per kilometre, will be payable for the additional distance travelled required to travel from the radius to the job site and to travel back from the job site to the radius.

#### **Distant work**

**AB.10.1** When an employee is required to travel from their normal place of employment or their normal place of residence to a distant job the employee will be reimbursed for all travelling expenses incurred.

**AB.10.2** The mode of travel will be as directed by the employer provided the comfort of the employee will be of a standard not less than that of second-class travel.

**AB.10.3** All time spent in travelling from the normal place of employment or the employee's normal place of residence to the distant job will be paid at the ordinary time rate of pay up to a maximum of eight (8) hours in any one (1) day.

**AB.10.4** Where the employee is not accommodated on the actual site of the distant job his / her place of accommodation will become the centre of employment and fares and travelling time will be paid as prescribed by Clauses AB.13 and AB.9.1.

#### **Entitlement**

**AB.11** Upon any day when the employee in accordance with the employer's requirements reports for work or allocation of work and on the rostered day as prescribed in Clause 31 – Hours of Work, an employee will receive the travel allowance and / or fares allowance that the employee would normally be paid if the employee worked for the day.

#### **Toll Costs**

**AB.12.1** Where the employer provides the employee with an employer vehicle for work purposes and the employer requires the employee to use the toll roads the employer will be responsible for all toll costs.

**AB.12.2** The employer will reimburse the employee for all toll costs. The employer will reimburse the employee for the cost of road tolls where the employee personally incurs such an expense while using an employer vehicle or using their own vehicle at the employer's request. When the employer requests an itemised account, the employer will reimburse the employee for the costs of obtaining that account.

#### **Local Employee or Local Employees**

**This clause shall not apply to an employee who was employed by the employer prior to the employer starting work on the beyond the radius job**

**AB.13.1** Where the employer is working on a job that is beyond the radius from the centre of employment (**beyond the radius job**) and has employed an employee or employees who reside locally (**local employee or local employees**) to work on the beyond the radius job, the employer shall only be obliged to pay the local employee or local employees, whilst they are working on that beyond the radius job:-

**AB.13.1(a)** the travel allowance and / or the fares allowance in Appendix B – Wages, Fares Allowance and Travel Allowance;

#### **but not:-**

**AB.13.1(b)** the additional travel time (travel beyond the radius) allowance in Appendix AB.9.1(b); and

**AB.13.1(c)** the additional fares per kilometre (travel beyond the radius) allowance in Appendix AB.9.1(d).

**AB.13.2** Where the local employee or local employees ceases to work on the beyond the radius job they shall be entitled to:-

**AB.13.2(a)** the Fares Allowance and the Travel Allowance in Appendix B – Wages, Fares Allowance and Travel Allowance; and

**AB.13.2(b)** the additional travel time (travel beyond the radius) allowance in Appendix AB.9.1(b); and

**AB.13.2(c)** the additional fares per kilometre (travel beyond the radius) allowance in Appendix AB.9.1(d).

## Payments

**AB.14** The following amounts will be payable:-

**Fares Allowance** – The fares allowance is specified in Appendix B – Wages, Fares Allowance and Travel Allowance.

**Travel Allowance** The fares allowance is specified in Appendix B – Wages, Fares Allowance and Travel Allowance.

<b>Table AB.14</b>	<b>Travel outside Radius</b>	<b>Travel During Work Hours</b>
From the first pay period on or after 1 March 2023	\$0.66 (per kilometre)	\$1.26 (per kilometre)
From the first pay period on or after 1 March 2024	\$0.69 (per kilometre)	\$1.32 (per kilometre)
From the first pay period on or after 1 March 2025	\$0.71 (per kilometre)	\$1.35 (per kilometre)
From the first pay period on or after 1 March 2026	\$0.73 (per kilometre)	\$1.39 (per kilometre)
From the first pay period on or after 1 March 2027	\$0.75 (per kilometre)	\$1.43 (per kilometre)

## **Appendix C – Living Away from Home Allowance**

**AC.1** Where the employer sends an employee to work at a distant project, the employee may elect to: -

**AC.1.1** have a single room with ensuite in a well-kept establishment with two (2) adequate meals each day provided by the employer and a per day allowance in accordance with Clause A2 – Allowance table for out-of-pocket expenses: or

**AC.1.2** be paid an allowance in accordance with Clause A2 - Allowance Table per day, and two (2) x meal allowances as prescribed in AC.10 per day (paid for any part of the day) from the employer.

If an employee, living away from home, works any part or any day, the employee is entitled to be paid the full daily accommodation allowance prescribed in clause AC.10.

**AC.2** Where an employee is requested to work at a distant project where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation, alternative arrangements will be made with the consent of the employee.

**AC.3** At the time of engagement, the employee will provide, on the employer's request, details of his/her usual place of residence, being:

- the address of the place of residence at the time of application; and
- the address of a separately maintained residence, if applicable.

The employer will not exercise undue influence, for the purpose of avoiding its obligations under the Agreement, to persuade the employee to give a false address. No subsequent change of address will entitle an employee to the provisions of this clause unless the employer agrees.

### **Travelling expenses**

**AC.4** An employee who is sent by the employer or selected or engaged by the employer or agent to go to a job which qualifies them to the provision of this clause will not be entitled to any of the allowances prescribed for fares and travelling time in accordance with Clause AC.10 - Payments, for the period occupied in travelling from their usual place of residence to the distant job, but in lieu thereof will be paid:-

### **Forward journey**

**AC.4.1** For the time spent in so travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

**AC.4.2** For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting his/her tools if such is incurred.

**AC.4.3** For any meals incurred while travelling, a meal allowance in accordance with Clause A2 – Allowances Table.

**AC.4.4** The employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his/her employment within two (2) weeks of commencing on the job and who does not forthwith return to his/her place of engagement.

### **Return journey**

- AC.4.5** For the time spent in so travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- AC.4.6** For the amount of a fare on the most common method of public transport to the job (bus; air; rail with sleeping berths if necessary), and any excess payment due to transporting his/her tools if such is incurred.
- AC.4.7** For any meals incurred while travelling, a meal allowance in accordance with Clause AC.10 - Payments.
- AC.4.8** An amount in accordance with Clause A2 – Allowance table to cover the cost of transporting themselves and their tools from the main public transport terminal to their usual place of residence.
- AC.4.9** The above return journey payments will not be paid if the employee terminates or discontinues their employment within two (2) months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

### **Daily fares allowance**

- AC.5** An employee engaged on a job which qualifies them to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) will be paid the Fares Allowance prescribed in Appendix A – Wages, Fares Allowance and Travel Allowance.

### **Weekend return home**

- AC.6.1** An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his / her representative, no later than Tuesday of each week, of his / her intention to return to his / her usual place of residence at the weekend and who returns to his / her usual place of residence for the weekend, will be paid an allowance in accordance with Clause A2 – Allowance Table for each occasion.
- AC.6.2** Clause AC.6.1 will not apply to an employee who is receiving the payment prescribed in Clause AC.1 in lieu of board and lodging being provided by the employer or who is receiving a camping allowance prescribed in accordance with Clause A2 – Allowance Table.
- AC.6.3** When an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in Clause AC.6.2 will be made.

### **Construction camps - Camp and caravan accommodation**

- AC.7.1(a)** Where an employee is engaged on the construction of projects which are located in areas where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working of shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house

the employees in a camp or caravan accommodation the employer must reimburse all costs associated with the employee arranging and providing such camp or caravan accommodation.

- AC.7.1(b)** Clause will not apply where the employer provides appropriate camp or caravan accommodation.

#### **Camping allowance**

- AC.7.2** An employee living in a construction camp or caravan accommodation where free messing is not provided will receive a camping allowance in accordance with Clause A2 – Allowance Table for every complete week the employee is available for work. If required to be in camp for less than a complete week the employee will be paid a per day allowance in accordance with Clause A2 – Allowance Table including any Saturday or Sunday if the employee is in camp and available for work on the working day immediately preceding and succeeding each Saturday or Sunday.

- AC.7.3** If an employee is absent without the Enterprise's approval on any day, the allowance will not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday or Sunday.

#### **Camp meal charges**

- AC.7.4** Where a charge is made for meals in a construction camp, such charge will be fixed by agreement between the parties.

#### **Rest and recreation - Rail or road travel**

- AC.8.1** An employee who proceeds to a job which qualifies them to the provisions of this subclause, may, after two (2) months continuous service and thereafter at three monthly (3) periods of continuous service-return to their usual place of residence at the weekend.

- AC.8.2** If the employee does so, the employee will be paid the amount of a bus or return railway fare to the bus or railway station nearest to their usual place of residence on the pay day which immediately follows the date on which the employee returns to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

- AC.8.3** Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight (28) days after expiration of any such period of two (2) or three (3) months, then the provisions of this subclause will not be applicable.

#### **Limitation of entitlement**

- AC.8.4** The entitlement under Clause AC.8.1, will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two (2) months later. (Proof of such written notice will lie with the employer).

#### **Variable return home**

**AC.8.5** In special circumstances, and by agreement with the employer, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

**No payment in lieu**

**AC.8.6** Payment of fares and leave without pay as provided for in this subclause will not be made unless availed of by the employee.

**Termination**

**AC.9** An employee will be entitled to notice of termination in sufficient time to arrange suitable transport at termination or will be paid as if employed up to the end of the ordinary working day before transport is available.



**AC.10** The following amounts will be payable: -

	<b>From the first pay period on or after 1 March 2023</b>	<b>From the first pay period on or after 1 March 2024</b>	<b>From the first pay period on or after 1 March 2025</b>	<b>From the first pay period on or after 1 March 2026</b>	<b>From the first pay period on or after 1 March 2027</b>
<b>Accommodation provided (per day)</b>	\$44.72	\$46.73	\$48.07	\$49.42	\$50.76
<b>Accommodation Not provided (per day)</b>	\$193.76	\$202.48	\$208.30	\$214.12	\$219.94
<b>Meal Allowance (x 2 per day while living away from home)</b>	\$22.34 (per meal)	\$23.35 (per meal)	\$24.03 (per meal)	\$24.71 (per meal)	\$25.39 (per meal)
<b>Return Journey (Per journey)</b>	\$27.77	\$29.02	\$29.86	\$30.70	\$31.54
<b>Weekend Return Home (Per occasion)</b>	\$47.57	\$49.72	\$51.15	\$52.58	\$54.01
<b>Camping</b>					
<b>Per day</b>	\$32.82	\$34.30	\$35.29	\$36.28	\$37.27
<b>Per Week</b>	\$228.20	\$238.47	\$245.32	\$252.17	\$259.02

## **Appendix D –Working Day (RDO) Calendar**

### **Flexibility**

**AD.1.1** The employer agrees that No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns play a very big role in ensuring that:-

**AD.1.1(a)** employees have an appropriate work / life balance;

**AD.1.1(b)** employees can spend sufficient time with their partners, children and family to ensure that such relationships are healthy and positive;

**AD.1.1(c)** employees have time to participate in community organisations or the like.

The above all assist in improving employee morale and productivity, as well as improving the society the employees live in and the employer operates in.

**AD.1.2** Accordingly, the employer will endeavour to not have the employees work on No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns.

### **No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns**

**AD.2.1** The attached calendars are the agreed scheduling of No Work Weekends, Rostered Days Off and Christmas / New Year Annual Leave Shutdowns.

### **No Work Weekend**

**AD.2.2** Subject to the following clauses, work will not be performed on any No Work Weekend as set out in the attached calendar.

**AD.2.3** The employer and a genuine and informed majority of affected employees may agree to work on a No Work Weekend. The employees will not unreasonably withhold their agreement.

**AD.2.4** Where agreement is reached between the employer and a genuine and informed majority of affected employees to work the No Work Weekend, the employee will be paid the applicable overtime rate for all hours worked on a No Work Weekend.

**AD.2.5** Any employee required to work on the scheduled RDO will be granted an alternative RDO to be taken on another day falling prior to the next originally scheduled day where possible, 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 between the employer and the majority of affected employee/s.

**AD.2.6** Where agreement is not reached between the employer and a genuine and informed majority of affected employees (except employees engaged only in Service) to work the No Work Weekend and the employer directs the employees to work the No Work Weekend, the employee will be paid the applicable overtime rate and provided with a substitute paid day off for each day the employee works overtime on, to be taken at a time agreed to by the employer and the employee.

**AD.2.7** Subject to Clause AD.2.6, the substitute paid day off for each day the employee works overtime on, will not be provided where the employer directs the employee to work the No Work Weekend and the work performed is:-

- AD.2.7(a)** emergency / break down work; and / or
- AD.2.7(b)** shut down / tap in to services work; and / or
- AD.2.7(c)** works that can only be performed on a No Work Weekend; and / or
- AD.2.7(d)** unplanned or reasonably unforeseen work.

**AD.2.8** If an employee works outside of the spread of hours prescribed in Clause 31.1, then an employee shall be paid either overtime in accordance with Clause 33 or the shiftwork penalties in accordance with Clause 35.

**Rostered Days Off**

**AD.3.1** Subject to the following clauses, work will not be performed on a Rostered Day Off as set out in the attached calendar.

**AD.3.2** The employer and a genuine and informed majority of affected employees may agree to work on a Rostered Day Off. The employees will not unreasonably withhold their agreement.

**AD.3.3** Where agreement is reached between the employer and a genuine and informed majority of affected employees (except employees engaged only in Service) to work on a Rostered Day Off, the employee will receive double their ordinary rate of pay and a substitute Rostered Day Off to be taken at a time agreed to by the employer and the employee, and before the next scheduled RDO where possible.

**AD.3.4** Where agreement is not reached between the employer and a genuine and informed majority of affected employees (except employees engaged only in Service) to work on a Rostered Day Off and the employer directs the employees to work on a Rostered Day Off, the employee will be paid the applicable overtime rate and provided with a substitute Rostered Day Off, to be taken at a time agreed to by the employer and the employee.

**AD.3.5** Subject to Clause AD.3.6, overtime will not be paid where the employer directs the employee to work on a Rostered Day Off and the work performed is:-

- AD.3.5(a)** emergency / break down work; and / or
- AD.3.5(b)** shut down / tap in to services work; and / or
- AD.3.5(c)** works that can only be performed on a Rostered Day Off; and /or
- AD.3.5(d)** unplanned or reasonably unforeseen work.

**AD.3.6** If an employee works outside of the spread of hours prescribed in Clause 31.1, then an employee shall be paid either overtime in accordance with Clause 33 or the shiftwork penalties in accordance with Clause 35.

**Christmas/ New Year Annual Leave Shutdown**

**AD.4.1** Subject to the following clauses, work will not be performed during the Christmas / New Year Annual Leave Shutdown as set out in the attached calendar.

- AD.4.2** The employer and a genuine and informed majority of employees may agree to work during the Christmas / New Year Annual Leave Shutdown. The employees will not unreasonably withhold their agreement.
- AD.4.3** Where agreement is reached between the employer and a genuine and informed majority of affected employees (except employees engaged only in Service) to work during the Christmas / New Year Annual Leave Shutdown the employee will be paid their ordinary hourly rate for all ordinary hours worked during the Christmas / New Year Annual Leave Shutdown. The employee will be entitled to take their annual leave at a time agreed to by the employer and the employee.
- AD.4.4** Subject to Clause AD.4.5, where agreement is not reached between the employer and a genuine and informed majority of affected employees (except employees engaged only in Service) to work during the Christmas / New Year Annual Leave Shutdown and the employer directs the employees to work the Christmas / New Year Annual Leave Shutdown, the employee will be paid triple time (three hundred per cent [300%]). The employee will be entitled to take their annual leave at a time agreed to by the employer and the employee.
- AD.4.5** Subject to Clause AF.4.6, and AF.4.7, the employee will not be paid triple time (three hundred per cent [300%]) where the employer directs the employee to work during the Christmas / New Year Annual Leave Shutdown and the work performed is: -
- AD.4.5(a)** emergency / break down work; and / or
  - AD.4.5(b)** shut down / tap into services work; and / or
  - AD.4.5(c)** works that can only be performed during the Christmas / New Year Annual Leave Shutdown; and /or
  - AD.4.5(d)** unplanned or reasonably unforeseen work.
- AD.4.6** If an employee covered by the Agreement is working on a construction site where other employees are present and where those other employees are being paid three hundred percent (300%) for working during the Christmas / New Year Annual Leave Shutdown, the employee covered by the Agreement will be paid three hundred percent (300%) for such work irrespective of the work undertaken.
- AD.4.7** If an employee works outside of the spread of hours prescribed in Clause 31.1, then an employee shall be paid either overtime in accordance with Clause 33 or the shiftwork penalties in accordance with Clause 35.
- AD.4.8** Any dispute and / or grievance arising out of Clauses AD.4.2 – AD.4.7 shall be resolved in accordance with Clause 14 – Disputes Resolution Procedure.
- AD.4.9** Upon termination of employment an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that employees then having received more RDOs than they were entitled to will have the relevant amount removed from their final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to their final termination payments.
- AD.4.10** **Payment of RDOs**

Payment on such an RDO shall include the daily Travel Allowance, and any applicable Site Allowance as prescribed by this Agreement.

Payment for RDOs will be made on the basis of time accrued. Where insufficient time has accrued, payment will only be made for the time accrued.

At no time shall RDOs be cashed out except on termination of employment.

**AD.4.11 Apprentices attending Trade School on an RDO**

If an Apprentice is required to attend Trade School on the day of a company RDO, the Apprentice will be entitled to a substitute day at an agreed time. Overtime rates will not apply.



# 2024 CALENDAR

www.ppteu.asn.au

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	31					1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	4	30					1		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

■ Public Holiday 
 ■ Annual Leave 
 ■ RDO 
 ■ Lock Down Weekends 
 ■ School Holidays 
 ■ Picnic Day 
 ■ World Plumbing Day 
 ■ Return to work on 14 Jan 2025

**VICTORIAN SCHOOL TERM DATES**  
 TERM 1: 30 January 2024 - 28 March 2024  
 TERM 2: 15 April 2024 - 28 June 2024  
 TERM 3: 15 July 2024 - 29 September 2024  
 TERM 4: 7 October 2024 - 20 December 2024

**PUBLIC HOLIDAY DATES**  
 New Year's Day: Monday 1 January  
 Australia Day: Friday 26 January  
 Labour Day: Monday 11 March  
 Good Friday: Friday 29 March

Easter Saturday: Saturday 30 March  
 Easter Sunday: Sunday 31 March  
 Easter Monday: Monday 1 April  
 Anzac Day: Thursday 25 April  
 King's Birthday: Monday 10 June

Grand Final Eve: Friday 27 September  
 Melbourne Cup Day: Tuesday 5 November  
 Christmas Day: Wednesday 25 December  
 Boxing Day: Thursday 26 December

**PPTU**  
 52 Victoria Street, CARLTON SOUTH VIC 3053  
 TEL: 03 9662 3388  
 EMAIL: info@ppteu.asn.au

**PRESIDENT**  
 Glenn Menzies

**STATE SECRETARY**  
 Earle Sotches

**ASSISTANT SECRETARIES**  
 Paddy McCrudden  
 Jake Cranney

**ORGANISERS**  
 Norm Kelly, Ryan Russell, Simon Jewell, Bill Ramsay,  
 Billy Jovanovski, Nick McCubbin, John Hobas, Paris Androske

**OH&S**  
 Steve Rocco, Chris Giblin

**GENERAL MEETING DATES - Melbourne**  
 5.00pm at 52 Victoria Street, Carlton South  
 19th Mar, 18th Jun, 24th Sep, 26th Nov

**GENERAL MEETING DATES - Geelong**  
 5.00pm at PICAC Building - 66 Tanner Street, Breakwater  
 26th Mar, 25th Jun, 25th Sep, 27th Nov

**Tune-in to the Plumbers' Radio Program, every second Thursday morning at 6.30am on 3CR - 855 on the AM dial**

**CBUS (SUPERANNUATION)**  
 Casselden Place, Lonardale Street,  
 MELBOURNE VIC 3000  
 TEL: 1300 361 784

**INCOLINK (REDUNDANCY)**  
 1 Pelham Street, CARLTON VIC 3053  
 TEL: 9639 3000



**PICAC and CEPUTEC**  
 offer the following courses to union members:

- CI Induction (Red card)
- Initial 5 Day Occupational Health & Safety Training Course
- First Aid Level One - Two - Three
- Traffic Management
- Poly Butt Welding
- Fire Training (Sprinkler Fitters Only)
- Computers - Basic - Intermediate - Advanced
- Confined Space Entry
- Backflow Prevention
- Earthmoving
- Asbestos Removal
- Asbestos Awareness
- Elevated Work Platform
- Boom Lift
- Forklift
- Install primary Ground (Trench Shoring)
- Safe Work Roofs
- Welding (MIG & TIG)
- Installation of Split Air Con (Mechanical Plumbers Only)
- Gas Type A
- Gas Type B
- Disconnect/Reconnect
- Thermostatic Mixing Valves
- Cert IV WHS
- Diploma WHS
- HSR Refresher OH&S Training Course

**For further information contact your training office on 1300 222 727**



# 2025 CALENDAR

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JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	30	31					1			1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30					

MAY							JUNE							JULY							AUGUST							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7				1	2	3	4	5	31					1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4	5	6				1	2	3	4	30						1			1	2	3	4	5	6
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13			
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20			
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27			
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31						

■ Public Holiday 
 ■ Annual Leave 
 ■ RDO 
 ■ Lock Down Weekends 
 ■ School Holidays 
 ■ Picnic Day 
 ■ World Plumbing Day 
 ■ Return to work on 13 Jan 2026

<p><b>VICTORIAN SCHOOL TERM DATES</b></p> <p>TERM 1: 29 January 2025 - 4 April 2025</p> <p>TERM 2: 22 April 2025 - 4 July 2025</p> <p>TERM 3: 21 July 2025 - 19 September 2025</p> <p>TERM 4: 6 October 2025 - 19 December 2025</p>	<p><b>PUBLIC HOLIDAY DATES</b></p> <p>New Year's Day: Wednesday 1 January</p> <p>Australia Day: Monday 27 January</p> <p>Labour Day: Monday 10 March</p> <p>Good Friday: Friday 18 April</p> <p>Easter Saturday: Saturday 19 April</p> <p>Easter Sunday: Sunday 20 April</p> <p>Easter Monday: Monday 21 April</p> <p>Anzac Day: Friday 25 April</p> <p>Queen's Birthday: Monday 9 June</p> <p>Melbourne Cup Day: Tuesday 4 November</p> <p>Christmas Day: Thursday 25 December</p> <p>Boxing Day: Friday 26 December</p>
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<p><b>PPTU</b> 52 Victoria Street, CARLTON SOUTH VIC 3063 TEL: 03 9662 3388 EMAIL: info@ppteu.asn.au</p> <p><b>PRESIDENT</b> Glenn Mendies</p> <p><b>STATE SECRETARY</b> Earl Sotches</p> <p><b>ASSISTANT SECRETARIES</b> Paddy McCrudden Joke Cronin</p> <p><b>ORGANISERS</b> Norm Kelly, Ryan Russell, Paris Androsko, Simon Jewell, Bill Ramsay, Billy Jovanovski, Nick McCubbin, John Hattas</p> <p><b>OH&amp;S</b> Steve Rocco, Chris Giblin</p> <p><b>GENERAL MEETING DATES - Melbourne</b> 5.00pm at 52 Victoria Street, Carlton South 18th Mar, 17th Jun, 23rd Sep, 25th Nov</p> <p><b>GENERAL MEETING DATES - Geelong</b> 5.00pm at PICAC Building - 66 Tanner Street, Breakwater 29th Mar, 24th Jun, 24th Sep, 26th Nov</p>	<p><b>Tune-in to the Plumbers' Radio Program, every second Thursday morning at 6.30am on 3CR - 855 on the AM dial</b></p> <p><b>CBUS (SUPERANNUATION)</b> Caselden Place, Lonsdale Street, MELBOURNE VIC 3000 TEL: 1300 361 784</p> <p><b>INCOLINK (REDUNDANCY)</b> 1 Pelham Street, CARLTON VIC 3063 TEL: 9639 3000</p>	<p><b>PICAC and CEPUTEC</b> offer the following courses to union members:</p> <ul style="list-style-type: none"> <li>CI Induction (Red card)</li> <li>Initial 5 Day Occupational Health &amp; Safety Training Course</li> <li>First Aid Level One - Two - Three</li> <li>Traffic Management</li> <li>Poly Butt Welding</li> <li>Fire Training (Sprinkler Fitters Only)</li> <li>Computers - Basic - Intermediate - Advanced</li> <li>Confined Space Entry</li> <li>Backflow Prevention</li> <li>Earthmoving</li> <li>Asbestos Removal</li> <li>Asbestos Awareness</li> <li>Elevated Work Platform</li> <li>Boom Lift</li> <li>Forklift</li> <li>Install primary Ground (Trench Shoring)</li> <li>Safe Work Roofs</li> <li>Welding (MIG &amp; TIG)</li> <li>Installation of Split Air Con (Mechanical Plumbers Only)</li> <li>Gas Type A</li> <li>Gas Type B</li> <li>Disconnect/Reconnect</li> <li>Thermostatic Mixing Valves</li> <li>Cert IV WHS</li> <li>Diploma WHS</li> <li>HSR Refresher OHS Training Course</li> </ul> <p><b>For further information contact your training office on 1300 222 727</b></p>
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# 2026 CALENDAR

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JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31								29	30	31					26	27	28	29	30		

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6			1	2	3	4	30	31					1		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1					1	2	3	1	2	3	4	5	6	7							1
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

■ Public Holiday 
 ■ Annual Leave 
 ■ RDO 
 ■ Lock Down Weekends 
 ■ School Holidays 
 ■ Picnic Day 
 ■ World Plumbing Day 
 ■ Return to work on 12th Jan 2027

<b>VICTORIAN SCHOOL TERM DATES</b> TERM 1: 28 January 2026 - 13 March 2026 TERM 2: 30 March 2026 - 19 June 2026 TERM 3: 6 July 2026 - 18 September 2026 TERM 4: 5 October 2026 - 18 December 2026	<b>PUBLIC HOLIDAY DATES</b> New Year's Day: Thursday 1 January Australia Day: Monday 26 January Labour Day: Monday 9 March Good Friday: Friday 3 April	Easter Saturday: Saturday 4 April Easter Sunday: Sunday 5 April Easter Monday: Monday 6 April Anzac Day: Monday 27 April	Queens Birthday: Monday 8 June Melbourne Cup Day: Tuesday 3 November Christmas Day: Friday 25 December Boxing Day: Monday 28 December
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<p><b>PPTU</b> 52 Victoria Street, CARLTON SOUTH VIC 3053 TEL: 03 9662 3398 EMAIL: info@ppteu.asn.au</p> <p><b>PRESIDENT</b> Glenn Menzies</p> <p><b>STATE SECRETARY</b> Earl Setches</p> <p><b>ASSISTANT SECRETARIES</b> Paddy McCudden Jake Granny</p> <p><b>ORGANISERS</b> Norm Kelly, Ryan Russell, Paris Andriaka, Simon Jewell, Bill Ramsay, Billy Jovanovski, Nick McCubbin, John Hestas</p> <p><b>OH&amp;S</b> Steve Rocco, Chris Giblin</p> <p><b>GENERAL MEETING DATES - Melbourne</b> 5.00pm at 52 Victoria Street, Carlton South 17th Mar, 18th Jun, 22nd Sep, 24th Nov</p> <p><b>GENERAL MEETING DATES - Geelong</b> 5.00pm at PICAC Building - 88 Tanner Street, Breakwater 24th Mar, 24th Jun, 23rd Sep, 25th Nov</p>	<p><b>Tune-in to the Plumbers' Radio Program, every second Thursday morning at 6.30am on 3CR - 855 on the AM dial</b></p> <p><b>CBUS (SUPERANNUATION)</b> Caselden Place, Lonacdale Street, MELBOURNE VIC 3000 TEL: 1300 361 784</p> <p><b>INCOLINK (REDUNDANCY)</b> 1 Pelham Street, CARLTON VIC 3053 TEL: 9639 3000</p>	<p><b>PICAC and CEPUTEC</b> offer the following courses to union members:</p> <ul style="list-style-type: none"> <li>CI Induction (Red card)</li> <li>Initial 5 Day Occupational Health &amp; Safety Training Course</li> <li>First Aid Level One - Two - Three</li> <li>Traffic Management</li> <li>Poly Butt Welding</li> <li>Fire Training (Sprinkler Fitters Only)</li> <li>Computers - Basic - Intermediate - Advanced</li> <li>Confined Space Entry</li> <li>Backflow Prevention</li> <li>Earthmoving</li> <li>Asbestos Removal</li> <li>Asbestos Awareness</li> <li>Elevated Work Platform</li> <li>Boom Lift</li> <li>Forklift</li> <li>Install primary Ground (Trench Shoring)</li> <li>Safe Work Roofs</li> <li>Welding (MIG &amp; TIG)</li> <li>Installation of Split Air Con (Mechanical Plumbers Only)</li> <li>Gas Type A</li> <li>Gas Type B</li> <li>Disconnect/Reconnect</li> <li>Thermostatic Mixing Valves</li> <li>Cart IV Waste</li> <li>Diploma WHS</li> <li>HSR Refresher OHS Training Course</li> </ul> <p><b>For further information contact your training office on 1300 222 727</b></p>
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# 2027 CALENDAR

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JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
31					1	2	1	2	3	4	5	6	1	2	3	4	5	6					1	2	3		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
30	31				1		1	2	3	4	5						1	2	3	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	31				1	2	1	2	3	4	5	6				1	2	3	4		
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		

■ Public Holiday 
 ■ Annual Leave 
 ■ RDO 
 ■ Lock Down Weekends 
 ■ School Holidays 
 ■ Picnic Day 
 ■ World Plumbing Day 
 ■ Return to work on TBA Jan 2028

<b>VICTORIAN SCHOOL TERM DATES</b> TERM 1: 28 January 2027 - 25 March 2027 TERM 2: 12 April 2027 - 25 June 2027 TERM 3: 12 July 2027 - 17 September 2027 TERM 4: 4 October 2027 - 17 December 2027	<b>PUBLIC HOLIDAY DATES</b> New Year's Day: Friday 1 January Australia Day: Tuesday 26 January Labour Day: Monday 8 March Good Friday: Friday 26 March	Easter Saturday: Saturday 27 March Easter Sunday: Sunday 28 March Easter Monday: Monday 29 March Anzac Day: Monday 26 April	Queens Birthday: Monday 14 June Melbourne Cup Day: Tuesday 2 November Christmas Day: Saturday 25 December Boxing Day: Sunday 26 December
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**PPTU**  
 52 Victoria Street, CARLTON SOUTH VIC 3053  
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**PRESIDENT**  
 Glenn Menzies

**STATE SECRETARY**  
 Earl Setches

**ASSISTANT SECRETARIES**  
 Paddy McCrudden  
 Jake Cranny

**ORGANISERS**  
 Norm Kelly, Ryan Russell, Pairs Andriske, Simon Jewell,  
 Bill Ramsay, Billy Jovanovski, Nick McCubbin, John Haitas

**OH&S**  
 Steve Rocco, Chris Giblin

**GENERAL MEETING DATES - Melbourne**  
 5.00pm at 52 Victoria Street, Carlton South  
 17th Mar, 16th Jun, 22nd Sep, 24th Nov

**GENERAL MEETING DATES - Geelong**  
 5.00pm at PICAC Building - 66 Tanner Street, Breakwater  
 24th Mar, 24th Jun, 23rd Sep, 25th Nov

**Tune-in to the Plumbers' Radio**  
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**morning at 6.30am on 3CR**  
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**PICAC and CEPUTEC**  
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- Traffic Management
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- Fire Training (Sprinkler Fitters Only)
- Computers - Basic - Intermediate - Advanced
- Confined Space Entry
- Backflow Prevention
- Earthmoving
- Asbestos Removal
- Asbestos Awareness
- Elevated Work Platform
- Boom Lift
- Forklift
- Install primary Ground (Trench Shoring)
- Safe Work Roofs
- Welding (MIG & TIG)
- Installation of Split Air Con (Mechanical Plumbers Only)
- Gas Type A
- Gas Type B
- Disconnect/Reconnect
- Thermostatic Mixing Valves
- Cert IV WHS
- Diploma WHS
- HSR Refresher OHS Training Course

**For further information contact your training office on 1300 222 727**

## **Appendix E – Inclement Weather**

### **Purpose and Intent**

- AE.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 will be made.

### **Restriction of Payment**

- AE.2** An employee will 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.
- AE.3** The parties agree that all necessary steps will 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.
- AE.4** Should a portion of the project be affected by inclement weather, all other employees not affected will continue to work in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- AE.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.
- AE.6** It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between a majority of employees and Site Management.

### **Conference requirement and procedure**

- AE.7** The employer, or the employer's representative, will, when requested by the employees or the employee representative, confer (within a reasonable period of time which should not exceed thirty (30) minutes) for the purpose of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference.
- AE.8** Provided that if the employer or the employer's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid in accordance with the inclement weather provisions.

### **Hot Weather Guidelines**

- AE.9** For the purposes of site-based discussions regarding the need to plan and perform work during expected periods of hot weather, the following issues will be considered in conjunction with proper consideration of Occupational Health and Safety issues.
- AE.10** During periods of hot weather (as defined in clause 9 of the Agreement), work in air-conditioned environments will continue, subject to amenities being located adjacent to or within a reasonable distance from the workplace. It is recognised that during periods of hot weather, some tasks/workers may be relocated prior to 35 degrees Celsius due to OH&S considerations but other tasks may continue up until 35 degrees Celsius.
- AE.11** Temperature will be measured by the nearest relevant 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 employer and employee representative will agree which is to be the applicable automatic weather monitoring station. Alternatively, where the parties agree an on-site temperature measuring station may be used.

### **Working Arrangements**

**AE.12** As part of a process leading to improvements it is recognised hot weather procedures including relocation, must be part of the formal OH&S procedures developed adopted and managed on a project basis having regard for the different conditions that may prevail on projects in various locations.

When the temperature approaches 35 degrees Celsius, the consultative process outlined in sub-clause AE.7 and AE.8 will occur, with an intention that employees may leave site if the temperature actually reaches 35 degrees Celsius.

### **Interpretation and Application of Guidelines**

**AE.13** It is jointly agreed that the site representatives (employee representative/s and management) are empowered to implement the guidelines as per the scope provided.

It is jointly agreed that refresher training, to explain the interpretation and application of the inclement weather clauses, is to be conducted to ensure correct use.

### **AE.14 Restrictions on Payments**

An employee will 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.

### **Entitlement to Payment**

**AE.15** An employee will be entitled to payment by their employer for ordinary time lost through inclement weather for up to, but not more than Thirty-two (32) hours in every period of Four (4) weeks. The following conditions will apply: -

**AE.15.1** The first period will commence on the first Monday on or after the 1<sup>st</sup> of January each year, and subsequent periods will commence at four-weekly periods thereafter.

**AE.15.2** The employee will be credited with thirty-two (32) hours at the commencement of each four-weekly period. Hours will not accumulate or be carried over.

**AE.15.3** If an employee commences employment during a four-weekly period, they will be credited eight (8) hours for each week, or part of a week, that the employee is employed during the four-weekly period.

**AE.15.4** The number of hours credited to an employee will be reduced by the number of hours for which payment is made.

**AE.15.5** Payment under this clause will be weekly.

### **Transfers**

**AE.16** 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: -

- AE.16.1** Employees may be transferred from one location on a site to work in areas that are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- AE.16.2** Employees may be transferred from one site to another site and the employer provides, where necessary, transport.
- AE.16.3** Where an employee is required to transfer from one site to another the employee will be reimbursed the cost of transport except where the employer provides transport.

**Cessation and resumption of work**

**AE.17** At the time employees cease work due to inclement weather the employer or the employer representative on site and the employee's representative will agree and note the time of cessation of work.

At the time the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.

### **Safety**

**AE.18** Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by 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 will remain on site. The employee will be paid for such time without reduction of the employee's inclement weather entitlement.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between the employees' representative/s and Site Management

### **Additional Wet Weather Procedure**

**AE.19** Where, because of wet weather, the employees are prevented from working:

**AE.19.1** for more than an accumulated total of Four (4) hours of ordinary time in any One (1) day; or

**AE.19.2** after the meal break, for more than an accumulated total of Fifty percent (50%) of the normal afternoon work time; or

**AE.19.3** during the final Two (2) hours of the normal workday for more than an accumulated total of One (1) hour.

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

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

**AE.20** **Rain at Start Time**

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

**AE.20.1** the rain stops; or

**AE.20.2** a covered walkway has been provided; or

**AE.20.3** the sheds are under cover and the employees can get to the dry area without going through the rain.

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

## **Appendix F – Commitments – Aboriginal people and Women in Fire Protection**

### **Aboriginal and/or Torres Strait Islander people**

- AF.1** To ensure compliance with clause 7 - Commitments, the employer will endeavour to employ, mentor and support Aboriginal and/or Torres Strait Islander people.
- AF.2** During the life the Agreement, the Employer agrees to genuinely participate in discussions with the Union and Fire Industry Training (**FiT**) regarding developing training programs, which are designed to increase the participation of Aboriginal and/or Torres Strait Islander within the Fire Protection industry, in Victoria.

### **Women**

- AF.3** The Parties to this Agreement recognise the need to improve access to secure work across the fire protection industry, and the need to achieve gender equality in the workplace by ensuring equal remuneration for work of equal or comparable value, eliminating gender-based undervaluation of work and providing workplace conditions that facilitate women's full economic participation.
- AF.4** During the life the Agreement, the Employer agrees to genuinely participate in discussions with the Union and Fire Industry Training (**FiT**) regarding developing training programs, which are designed to increase women participation within the Fire Protection industry, in Victoria.
- AF.5** The Parties will ensure that appropriate support is provided to enable women and Aboriginal and/or Torres Strait Islander apprentices, engaged pursuant to this clause, to successfully complete their apprenticeship.

### **Training**

- AF.6** To assist employers, managers, supervisors and employees to meet their obligations through adequate training, and to demonstrate competence before starting work, the Parties to this agreement acknowledge the development of the Apprentice Industry Standards developed by FiT.

**Appendix G – Insurance Cover Minimum Requirements**

**Leisure Time Accident & Illness and Capital Benefits (Trauma)**

1 October 2023

<b>Circumstance</b>	<b>Income Protection &amp; Trauma (IPT) (1st year)</b>	<b>Income Protection &amp; Trauma (IPT) (2nd year)</b>
With dependents	\$1550	\$1627.50
No dependents	\$1400	\$1470
Apprentice with dependents	\$1150	\$1207.50
Apprentice with no dependents	\$1050	\$1102.50

1 October 2024

<b>Circumstance</b>	<b>Income Protection &amp; Trauma (IPT) (1st year)</b>	<b>Income Protection &amp; Trauma (IPT) (2nd year)</b>
With dependents	\$1600	\$1680
No dependents	\$1450	\$1522.50
Apprentice with dependents	\$1200	\$1260
Apprentice with no dependents	\$1100	\$1155

1 October 2025

<b>Circumstance</b>	<b>Income Protection &amp; Trauma (IPT) (1st year)</b>	<b>Income Protection &amp; Trauma (IPT) (2nd year)</b>
With dependents	\$1700	\$1785
No dependents	\$1550	\$1627.50
Apprentice with dependents	\$1300	\$1365
Apprentice with no dependents	\$1200	\$1260

1 October 2026

<b>Circumstance</b>	<b>Income Protection &amp; Trauma (IPT) (1st year)</b>	<b>Income Protection &amp; Trauma (IPT) (2nd year)</b>
With dependents	\$1800	\$1890
No dependents	\$1650	\$1732.50
Apprentice with dependents	\$1400	\$1470
Apprentice with no dependents	\$1300	\$1365

1 October 2027

<b>Circumstance</b>	<b>Income Protection &amp; Trauma (IPT) (1st year)</b>	<b>Income Protection &amp; Trauma (IPT) (2nd year)</b>
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With dependents	\$1900	\$1995
No dependents	\$1750	\$1837.50
Apprentice with dependents	\$1500	\$1575
Apprentice with no dependents	\$1400	\$1470

**CPI Applied from 53rd week of claim: 5%**

Waiting Period/Excess 2 weeks (14 days)

Benefit Period – Maximum Period

Up to 65 years of age 156 weeks  
65 years of age to 70 years of age 104 weeks

Up to 26 weeks in respect of total disablement and partial disablement resulting from any complications of pregnancy, childbirth or miscarriage following an injury.

**Capital Benefits (Leisure time)**

Death Benefit:           With dependants:           \$40,000  
                                  No dependants:           \$20,000  
                                  Child care in event of a death:   Up to \$30,000

**Note:** Child Care Benefit covers in the event of death an employee or the death of the employees spouse/partner.

(Maximum Capital Benefit paid for any one Accident is \$40,000 for an employee with dependants and \$20,000 for an employee with no dependants)

**Additional Capital Benefits Broken Bones - Up to a maximum of \$8,000**

**Note 1:** - The Leisure Time Injury benefits are not payable when an employee suffers an Injury whilst training for or playing in competitive club sport or activity organised by any sporting organisation, authority or club.

**Note 2:** - Benefits may be paid beyond the specified age limit. For example: - If employee is 69 at the time of the claim, the benefit would not cease when the employee turns 70.

**Additional Benefits**

- **Bill Payer**  
\$300 per Bill. Maximum \$6,000 anyone period of Disablement.
  
- **Miscarriage/Stillbirth benefit:**  
\$10,000 lump sum benefit if during the period of insurance a registered medical practitioner certifies an employee has suffered:
  - a miscarriage, after 13 weeks but prior to 20 weeks gestation, or



- o a stillbirth (a foetal death prior to birth of a baby of 20 or more completed weeks of gestation and/or of 400 grams or more birthweight)

**Journey Cover** (where no entitlements to TAC or Workers Compensation)

Weekly Benefit: 100% gross of pre-disability earnings up to a maximum of \$2,000 per week

Benefit Period

Up to 65 years of age	156 weeks
65 years of age to 70 years of age	104 weeks

**Journey Capital Benefits**

Death Benefit: With dependants:	\$100,000
No dependants:	\$50,000
Child care in event of a death:	Up to \$30,000

**Note:** Child Care Benefit covers in the event of death an employee or the death of the employees spouse/partner.

(Maximum capital benefits paid for any one accident is \$100,000 for an employee with dependants and \$50,000 for an employee without dependants.)

**Note:** Covers employees where the employee suffers an injury whilst in direct travel to and from work. Must occur during a journey. Does not give rise to entitlements to compensation under any statutory workers compensation or motor accident scheme

**Journey Cover – Top Up (where entitled to TAC)**

Weekly Benefit: 100% gross of pre-disability earnings up to a combined maximum of \$2,000 per week (as determined by the legislation governing the relevant statutory transport accident scheme)

Benefit Period

Up to 70 years of age	104 weeks
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(Top-Up Benefit will cease when the TAC stop payments, or to maximum)

**Note:** Cover applies where an employee suffers and injury whilst in direct travel to and from work in a registered vehicle and/or accident involving trams, buses and/or trains and claim for weekly benefit has been accepted with the statutory motor authority.

**WorkCover Weekly Benefit Top Up**

To a combined maximum of \$2,000 per week calculated by difference between the gross payment of WorkCover and the PIAWE. (As determined by the legislation governing the relevant statutory workers compensation scheme)

Waiting Period/Excess	52 weeks
Benefit Period up to 70 years of age	78 weeks

**Workers Compensation Top-Up & Death & Capital Benefits (Trauma)**

Provides cover to the employee who has a workplace accident and has been accepted by an Australian jurisdiction statutory workers compensation scheme.

Must occur during working hours; and must give rise to an entitlement to compensation under any statutory workers compensation scheme

### **Workplace Capital Benefits**

Death Benefit:	With dependants:	\$400,000
	No dependants:	\$200,000

(Maximum capital benefits paid for any one accident is \$400,000 for an employee with dependants and \$200,000 for an employee without dependants.)

### **Discretionary Covers**

**Funeral cover:** \$9,000 (employee only & nine (9) month rule applies)

### **Accidental Dental**

With dependants (4 claims per year):	\$2,250 per claim
No dependants (2 claims per year):	\$2000 per claim

**Note 1:** Includes spouse/partner & dependent children

**Note 2:** Must be an accident

**Note 3:** Nine (9) month rule applies

### **Emergency Transport**

Per Road Transport	\$12,000 any one claim
Per Air Transport	\$15,000 any one claim

**Note 1:** Includes spouse/partner & dependent children

**Note 2:** Nine (9) month rule applies

Exclusions: (do not apply to Funeral, Dental & Emergency Transport)

- War, whether declared or not, invasion, or civil war, rebellion or insurrection;
- Any act of terrorism, regardless of any cause or event contributing to concurrently or in any other sequence to the loss;
- Intentional self-injury or suicide or any attempt at suicide
- Flying or other aerial activity, unless a passenger in a properly licensed aircraft;
- The employees criminal or illegal act
- Training for, or playing, in any professional, or non-professional sport or activity organised by any sporting organisation, authority, club or centre;
- The employees use of alcohol, unless the drugs have been prescribed by a registered medical practitioner and used as per the registered medical practitioners instructions;
- An injury that occurs to an employee after the employee's 70th birthday.

**Note:** - No payments will be made while an employee is serving a prison sentence or remanded in custody or is outside Australia.

Depression/Mental Disorders Conditions

Full benefits.

Degenerative Conditions

Full benefits.

Pre-existing conditions

Any medical condition for which the employee has required medication, or any treatment or advice from a doctor, chiropractor or physiotherapist in the six (6) months before

The commencement of the employee over, or;

The resumption of the employees cover following a period of at least six (6) consecutive months.

## Appendix H

### Project Drug and Alcohol Management Program (DAMP) Process

#### 1. Context

Contractors will be required to comply with the requirements in this DAMP in line with their applicable employment contract or subcontract contractual agreements and as part of the site-specific induction process.

The purpose of this process is to deal with alcohol and other drugs and their effects on worker's fitness for work whilst performing duties or attending the workplace. This process ensures that the Employer has a mechanism to appropriately manage the misuse of alcohol and other drugs in the workplace through education, counselling, rehabilitation, and discipline, where required. Drug and Alcohol tests will be conducted for the following substances on (insert) projects:

- a) Alcohol.
- b) Opiates/Oxycodone
- c) THC (marijuana or cannabis):
- d) Cocaine.
- e) Benzodiazepines.
- f) Amphetamine; and
- g) Methamphetamine.

#### Revision Status

**Revisions to this Management Plan will be made as required to reflect the current site conditions and to ensure its continued suitability and effectiveness. The frequency of the review shall be determined by the Project Manager and workplace conditions but shall not exceed 12 months.**

Version	Date	Description	Page	Site Manager	Project Manager
E	Jun 19	Amended Clause 6.3b	13		
	Jun 19	Appendix C (□9 tetrahydrocannabinol (THC) 25ng/ml reduced to 15ng/ml	27		
	Jun 19	Oxycodone	27		

#### Controlled Document Distribution Status

Amendments to this Management Plan are approved by the Project Manager, and distributed to all holders outlined below:

Date	Name of Recipient	Organisation

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## Definitions

**Accredited Laboratory** means a laboratory which meets minimum Australian performance standards set by an accrediting agency, being the National Australian Testing Authority (NATA).

**Alcohol** refers specifically to the chemical substance ethanol which, in this context may occur in either a liquid or gaseous form.

**Amphetamine-type stimulants** may include, but are not limited to, the following: amphetamine, methylamphetamine, methylenedioxymethamphetamine (MDMA), methylenedioxyamphetamine (MDA).

**B.A.C** is the measurement of alcohol in the body, in grams of alcohol per 100 milliliters of blood and recorded as a percentage i.e. 0.000%.

**Benzodiazepine is medications that are frequently prescribed for the symptomatic treatment of anxiety and sleep disorders.**

(insert) Constructions.

**Chain of Custody** is a series of procedures to account for the integrity of each oral fluid specimen by tracking its handling and storage from point of collection to final disposal.

**Cocaine** includes cocaine and its metabolites including cocaine, benzoylecgonine and ecgonine methyl ester.

**Confirmatory Test** refers to a second alcohol breath test to confirm the initial reading or, in the case of drugs, an oral fluid analysis conducted at an accredited laboratory to confirm the non-negative (“fail”) result obtained in the initial test. The confirmatory test results in a definitive positive (fail) or negative (pass) result.

Confirmed Positive Result (Fail) means a:

Secondary onsite breath test for alcohol more than 0.000 grams per 100 milliliters (0.000%) of alcohol.

Secondary test conducted at an accredited laboratory for drugs more than the levels contained in AS 4760:2019, performed at an accredited laboratory. Note: Benzodiazepine level<sup>1</sup> to be provided by the prescribed testing laboratory.

A confirmed positive result as described above is a failure.

**Drug** means a substance that has a physiological effect on the body, either by itself or through its metabolite(s). The term ‘drug’ refers to the drug and/or its metabolite(s) for the purpose of detecting a target drug in oral fluid.

**The Employee Assistance Program** helps (insert)workers and their families.

**Fit for Work** means a person who has a BAC of 0.000% and tests negative for the list of substances noted Appendix C of this document.

**For Cause Testing** is drug and alcohol testing which may be carried out for any of these scenarios:

- a) An individual or group of individuals’ fitness for work may have been a contributing factor in an incident.
- b) There is a direct observation or indication of impairment or unusual behavior or actions by the individual.
- c) Evidence or reason to believe the individual is involved with the use of alcohol or other drugs while at work.
- d) Where safety precautions or processes may have been breached by the individual.

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<sup>1</sup> Benzodiazepine concentrations are to be confirmed with the Employer’s chosen Drug & Alcohol testing lab provider.

**H&S** means health and safety.

**The Health and Safety Committee** is defined as per the workplace Health and Safety legislation requirements in the relevant jurisdiction.

**Health and Safety Representative** means a Health and Safety Representative for a designated work group who has been elected in accordance with the workplace Health and Safety legislation requirements in the relevant jurisdiction.

**Initial Screening Test** is defined as indicative testing conducted at the workplace to exclude the presence of alcohol and/or a drug or a class of drugs as provided by Australian Standards AS3547:1997 and AS 4760:2019. The Initial Screening Test provides a “negative” or “non-negative” result (RFT requires further testing). Where a “non-negative” (“fail”) result is obtained, confirmatory testing must be conducted to provide a conclusive result.

**NATA** is the National Association of Testing Authorities, who accredits laboratories, inspection bodies and calibration services produce certified reference materials and provide proficiency testing schemes throughout Australia.

**Negative Result** means a test result at or below the prescribed or nominated target concentration levels and this is therefore considered a “pass”.

**Non-Company Personnel** refers to any worker who is not directly employed by the Principal Contractor.

**Non-Negative (RFT) Result** means an initial screening test result that indicates the presence of alcohol or drugs above the prescribed or nominated target concentration levels and is therefore considered a “fail”. A secondary onsite breath test for alcohol or accredited laboratory test for drugs is to be conducted to determine a confirmed positive (fail) or confirmed negative (pass) result.

**Opiates** may include but are not limited to the following: morphine, codeine and 6-acetylmorphine.

**Over-the-Counter Medication** means medicines/drugs sold directly to the consumer without a prescription from a healthcare professional.

**Prescription Medication** means medication that is prescribed by a healthcare professional.

**Random Testing** refers to drug and alcohol testing completed at the workplace on a randomly selected day and time (keeping within the parameters defined in this procedure, e.g. testing required monthly) on a randomly selected group of individuals or teams.

**Targeted Testing** refers to testing conducted for the workers working in high-risk activities or once returning to work after a confirmed positive (fail) drug or alcohol test.

**Testing Officer** means a suitably competent and trained provider or person approved by the H&S Manager to conduct drug and alcohol sampling of the workers at the workplace. This person may be an independent person or employed by the Employer.

**THC** refers to tetrahydrocannabinol, also known as marijuana or cannabis.

**Worker means:**

- a) a worker (including salaried, staff and managerial personnel), or
- b) a contractor or subcontractor, or
- c) a worker of a contractor or subcontractor, or
- d) a worker of a labor hire company who has been assigned to work in the person’s business or undertaking, or
- e) an outworker, or
- f) an apprentice or trainee, or
- g) a student gaining work experience, or
- h) a volunteer, or
- i) a visitor, or
- j) a consultant.

**Workplace** means a place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be while at work, including all facilities provided to the workers for the purpose of conducting works for the Employer. A workplace includes, but is not limited to:

- a) site/project office
- b) plant and laydown yards
- c) car parks
- d) sheds and rooms
- e) amenities
- f) working locations
- g) shipping containers and site safes
- h) company vehicles

This process applies not only to the Employer's sites, but also on any other site where workers are acting as representatives of the company.

## Confidentiality

All information gathered because of alcohol and other drug testing is collected for the purpose of implementing this process.

The Employer is committed to ensuring that results from all drug and alcohol testing remain confidential and use/access/dissemination of the results shall be restricted to those who have a genuine requirement to access the results of the drug and/or alcohol test.

## 2. Duty of Care and Responsibilities

Under this process the duty of care, responsibilities, and obligations of the Employer the workers, contractors and others at the workplace are derived from obligations under the Workplace Health and Safety legislation and specified responsibilities detailed in this process.

### 2.1 Employers

Employers must provide a safe and healthy workplace for the workers or other persons by ensuring, so far as reasonably practicable:

- a) Safe systems of work
- b) A safe work environment
- c) Safe use of plant, structures, and substances
- d) Facilities for the welfare of the workers are adequate.
- e) Notification and recording of workplace incidents.
- f) Adequate information, training, instruction, and supervision is given.
- g) Compliance with the requirements under the Workplace Health and Safety Legislation
- h) Effective systems are in place for monitoring the health of workers and workplace conditions.

#### 2.1.1 Management of test results

The Health & Safety (H&S) Manager is responsible for receiving and maintaining the laboratory results for all positive and non-negative test results from each project. For all positive and non-negative (fail) alcohol or drug test results the Employer will have one central database to record and to monitor disciplinary action should a worker have a 1st, 2nd or 3rd infraction. A copy of the Chain of Custody

document with the presumptive results could be forwarded to the Employer which will then inform the contractor's line manager of the confirmatory result for each employee.

## 2.2 Project Manager

The Project/Workplace Manager is responsible for ensuring adequate resources are allocated for the implementation, education, training, and support of this process. The Project/Workplace Manager must also ensure this process is applied fairly and consistently.

### 2.3 The Employer Health & Safety Manager

The Health & Safety (H&S) Manager is responsible for ensuring this process remains current, is readily available and is applied in the way it was intended. The OH&S Manager must also ensure that all the workers know and understand the Drug and Alcohol Management Program (DAMP).

## 2.4 Supervisors/Line Managers

Supervisors/Line Managers must ensure that all individuals in their area of responsibility understand and comply with the requirements of this process and ensure, so far as reasonably practicable, that no worker commences or continues work if the worker appears to be affected by alcohol or other drugs. In this case, the matter should be referred to the Project/Workplace Manager for further investigation or action, as applicable.

## 2.5 Health and Safety Committee

It is the role of the Health and Safety Committee to assist with consultation between the Employer and the workers in instigating, developing, and carrying out measures designed to ensure the health and safety of the workers at work.

## 2.6 Workers and Other Persons

The OHS Act requires that a Worker must, while at work:

- a) Take reasonable care for their own health and safety.
- b) Take reasonable care for the health and safety of other workers who may be affected by the worker's acts or omissions, and
- c) Cooperate with his or her employer with respect to any action taken by the employer to comply with requirements imposed by the Act, Regulations, or guidelines.

It is the responsibility of the workers to present themselves in a fit state for work and have the appropriate level of rest afforded to them between shifts. Any worker who believes that he or she may be unfit for work for any reason is expected to not commence work and to inform his or her employer accordingly.

Workers should notify their Supervisor/Line Manager if they are taking medication of any kind which may impair their ability to conduct work safely. Workers should also notify their Supervisor/Line Manager if they have an alcohol or drug issue which may be in breach of the requirements in this process.

Workers must also notify their Supervisor/Line Manager when they become aware of any breach or potential breach of this process.

## 2 Education and Communication

### 3.1 Initial Training



The Employer must provide initial training for each worker covering all the following matters (e.g. site / inductions, formalised training):

- a) The health and safety implications of drug and alcohol use.
- b) Medications which may affect the worker's ability to work safely.
- c) Medications and other factors which may trigger a non-negative (RFT)
- d) Recognition of the early indication of drug and alcohol abuse.
- e) The adverse effects that drugs and alcohol may have on health, and the related risks to safety and the environment.
- f) Treatment and rehabilitation, including (insert) Employee Assistance Program (EAP).
- g) Resources available for counselling and/or rehabilitation and the procedures for obtaining assistance or referring workers for assistance.
- h) The contents and requirements of this drug and alcohol clause.
- i) Levels of drug and alcohol consumption.
- j) The use of available alcohol testing equipment for personnel who wish to test themselves voluntarily before the start of their normal shift.

### 3.2 Accredited Training

The Employer will provide accredited training for staff and (insert) representatives to recognize impaired performance resulting from drug and alcohol abuse, and to handle the resulting worker relations issues. The worker's representatives shall be called a D&A Impairment Officer.

### 3.3 D&A Officer

The Employer shall have at each construction project, a worker who has successfully completed unit HLTPAT005 – Collect specimens for drugs of abuse training or equivalent. Such worker shall be called the D&A Officer.

### 3.4 Inductions

The Employer induction will include a specific section on drugs and alcohol, which will be reinforced with toolbox briefings and the abovementioned training.

### 3.5 Distribution of Information

The Employer shall place printed safety material placed on noticeboards and/or distributed in Crib Rooms.

### 3.6 Additional Information

The Employer will not perform any drug and alcohol testing or take any disciplinary action against an affected worker in respect of drugs and alcohol, until the affected worker has completed the initial training as detailed in clause 3.1. This training will be included in workplace inductions.

### 3.7 Medical conditions that may affect Fitness for Duty

Workers may have legitimate medical reasons for taking lawful drugs for medical purposes or where the drug is lawfully available at pharmacies.

If a worker has a medical condition that could affect their fitness for Duty, they should inform their supervisor, and a worker representative if they so wish. The individual is not obliged to disclose confidential medical information unless it is relevant to their ability to safely perform their role.

If a worker's ability to safely perform their normal work duties is affected by taking prescription or pharmacy drugs, the worker should obtain this advice in writing from the medical practitioner and/or pharmacist and provide it to their supervisor, and worker representative if they so wish, as soon as practicable.

Any worker required to participate in drug testing is obliged to declare to the tester any medication taken immediately prior to the test being conducted. Such information will be kept confidential and only used in determining if such medication has contributed to or caused a non-negative result (RFT).

If the worker declares the medication which results in a non-negative result prior to any testing being conducted, the worker will be deemed unfit for work until the drug class declared is confirmed by a testing laboratory. Subject to the medical practitioner confirming & outlining the effects of the medication on fitness for work, no action will be taken against the worker in these instances. If the worker did not declare the medication prior to the testing being conducted, then the Consequence clause (section 10) will apply, unless the worker can prove subsequently, he/she has taken the medication which has resulted in the positive result or sufficient evidence is provided by a medical practitioner outlining the medication taken (consistent with the drug test result) and the effects on fitness for work.

## **4 Support**

### **4.1 Available Support**

The Employer will make available support to the workers in respect of drug and alcohol issues. This will include:

- a) allowing access to any Union support programs; and
- b) providing access to (insert) Worker Assistance Provider (EAP).

### **4.2 Employee Assistance Provider (EAP)**

The worker will be allowed to access EAP counselling during normal working hours and without loss of pay. An agreed leave of absence arrangement or loss of pay is to apply for matters outside of this EAP counselling as agreed between (insert) and the worker.

## **5 Regular Drug and Alcohol Testing**

Regular drug and alcohol testing (for the substances listed in Appendix C) will be conducted monthly involving all workers on the project. Testing will be conducted based on the following scales:

- a) Where there are less than 30 workers on site, a minimum of 10% of the workforce will be tested.
- b) Where there are 30 to 100 workers on site, a minimum of 5 workers will be tested.
- c) Where there are greater than 100 workers on site, a minimum of 10 workers will be tested.

### **5.1 Selection Process**

Workers will be selected for testing using a random selection process nominated by (insert) management following a consultation process in line with the OHS legislation consisting of a random electronic computer selection program listing all personnel on site on a specific day.

Whilst visitors to site may be tested, they are not to be included in the number of random tests conducted.

## 5.2 Testing Process

The Employer's management will ensure that regular selection of workers to complete the testing will be conducted in a clear and transparent manner in the presence of the Drug and Alcohol Officer, Drug and Alcohol Impairment Officer and a Health and Safety Representative/Committee member where appointed.

## 6 Drug and Alcohol Testing (1st Step)

### 6.1 Principle

*Note: This clause does not limit the regular testing required under clause 5.*

The Parties agree that the pre-conditions to testing as set out in this clause represent a proper balance of ensuring a safe workplace and protecting privacy and associated rights of workers.

The Employer shall only request a worker to undertake a "for cause" or "reasonable concern" testing if the criteria set out below for "for cause testing" or "reasonable concern testing" are satisfied.

A worker may voluntarily test themselves. This process is dealt with below in the section dealing with "Self-testing".

The following are the only testing processes and techniques that can be used to undertake a "for cause" or "reasonable concern" test. Any failure to comply with this clause will render the tests invalid, and no action will be taken against the worker in connection with the results of a non-complying test.

### 6.2 Self-Testing

Facilities will be available on site for workers choosing to undertake a self-test. The number of workers choosing to undertake a self-test for alcohol and/or drugs should not exceed 10% of the total workforce per month. THIS SHOULD READ A MINIMUM OF 10% OF CURRENT WORKFORCE OF SELF TESTING DEVICES SHOULD BE AVAILBLE TO WORKERS PER MONTH WISHING TO UNDERTAKE A SELF-TEST. THE BREATHALZYER WILL BE AVAILABLE TO ALL WORKERS REGARDLESS OF NUMBERS, AND AS SUCH ADEQUATE STRAWS MUST BE MADE AVAILABLE AT ALL TIMES.

### 6.3 For Cause Testing

The Employer may only request a worker to undertake for cause testing if the following criteria are met:

- a) The worker has been involved in an accident or incident, or had the potential to, cause:
  - i. serious and major damage to mobile plant or property.
  - ii. an injury to themselves or other individual(s) or
  - iii. The employee has breached safety precautions or procedures.
- b) Participation in a relevant and specific Industry focus area when the worker is undertaking High Risk Work as identified by (insert) (principal contractor).

High Risk Activities are defined as tasks that:

- involve a risk of a person falling more than 2 m,
- is carried out on a telecommunication tower,
- involves demolition of an element of a structure that is load bearing,
- involves demolition of an element of a structure that is related to the physical integrity of the structure, involves,

- is likely to involve disturbing asbestos,
- involves structural alteration or repair that requires temporary support to prevent collapse,
- is carried out in or near a confined space,
- is carried out in or near a shaft or trench deeper than 1.5 m or a tunnel,
- involves the use of explosives,
- is carried out on or near pressurised gas mains or piping,
- is carried out on or near chemical, fuel or refrigerant lines,
- is carried out on or near energised electrical installations or services,
- is carried out in an area that may have a contaminated or flammable atmosphere,
- involves tilt-up or precast concrete, is carried out on,
- in or adjacent to a road, railway, shipping lane or other traffic corridor in use by traffic other than pedestrians,
- is carried out in an area of a workplace where there is any movement of powered mobile plant,
- is carried out in areas with artificial extremes of temperature,
- is carried out in or near water or other liquid that involves a risk of drowning or involves diving work.

#### 6.4 Reasonable Concern Testing

The Employer may only request a worker to undertake reasonable concern testing if the following criteria are met:

An observable phenomenon occurs, which is:

- a) the direct observation of the worker of use of, and/or the physical behavioural symptoms of being impaired by, alcohol and/or other drugs; and/or
- b) unusual and/or inexplicable actions by the worker.
  - i. There is evidence that the worker is involved in the use or possession of alcohol and/or other drugs while working; or
  - ii. The worker has breached safety precautions or procedures.

### 7 Testing Procedure (2nd Step)

#### 7.1 Self- Testing

The following process is designed to encourage self-testing where a worker is unsure of his/her fitness for work. Self-testing will be done in accordance with the following:

- a) (insert) will provide workers with private and confidential facilities and equipment to self-test for alcohol and/or drugs on a “without prejudice” basis before they start work.
- b) The worker who seeks to self-test for alcohol shall do so in accordance with the relevant testing method below.
- c) The worker, who seeks to self-test for drugs, shall advise the D&A Officer of this.
- d) The D&A Officer shall then conduct the relevant testing method below if requested.

## 7.2 For Cause or Reasonable Concern testing procedure.

If the pre-conditions for “For Cause or Reasonable Concern” testing have been satisfied, the following procedure may be engaged in.

(insert) shall firstly meet with the worker, who will be given the opportunity to have a representative of their choice present where practicable. At this meeting:

- a) The Employer shall advise the worker of the factual foundation which has satisfied the relevant pre-conditions for testing.
- b) (insert) may request the worker to undertake an Observable Impairment Assessment (see Appendix A).
- c) If the worker refuses to undertake the Observable Impairment Assessment (Appendix A), then the refusal clause shall apply.
- d) If the worker agrees, then the ‘Observable Assessment Checklist’ is undertaken and completed in accordance with Appendix A.
- e) If deemed to be impaired, the worker is to be tested in accordance with the Testing Methods clause.
- f) If not impaired, the worker shall return to work and all records shall be destroyed.

## 8 Drug and Alcohol Testing Methods (3rd step)

### 8.1 Alcohol Testing Method

Alcohol testing may only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547-1997.

### 8.2 Drug Testing Method

Drug testing may only be done by oral fluid testing. The (insert) DAMP requires that the following substances are tested for:

- a) Opiates/Oxycodone.
- b) THC.
- c) Cocaine.
- d) Benzodiazepines.
- e) Amphetamine; and
- f) Methamphetamine.

The equipment used to perform the test shall be used, tested, and calibrated to the manufacturer's instructions and certified to AS 4760-2019 (Processes for specimen collection and the detection and quantitation of drug in oral fluid).

The drug testing shall be conducted by an accredited person, following all the chain of custody provisions.

The test must be performed in accordance with AS 4760-2019 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

This includes, but is not limited to:

- a) performing all the quality assurance requirements, such as negative and positive controls every 25 tests; the testing body must be accredited and independently audited by an organisation such as ISO or NATA.
- b) Collectors must be trained and receive a certificate of attainment in accordance with the Australian Quality Training Framework.
- c) Oral Fluid devices must have the recommended cut-off levels.
- d) Oral Fluid devices must undergo regular quality control checks including a positive and negative control every 25 tests.
- e) Collectors are required to explain the procedures to each donor, conduct an approved identity check, and have them complete a consent form.
- f) Collection and performance of the initial test must be performed in the presence of the donor; and
- g) An unconfirmed (non-negative) sample must be despatched under strict chain of custody procedures including a second reference sample which has been collected at the same time.

The quantification analysis of the samples detected as non-negative in the on-site device must be conducted in a NATA accredited laboratory for confirmation testing.

The above does not apply to self-testing to the extent that it is inconsistent with the self-testing regime.

## **9 Testing Results**

### **9.1 Principle**

The overarching principle of this program and testing is to identify workers who are not fit to perform the inherent requirements of their position.

### **9.2 Alcohol Testing**

- a) A worker will be considered to have not passed their BAC test if their test result indicates they have a BAC of more than 0.000 mg/ml.

### **9.3 Drug Testing**

- a) A worker will be considered to have not passed their drug test if their test result indicates they have equal to or above the relevant cut-off levels of the substances referred to in AS 4760-2019.
- b) (insert) shall only be advised whether the test result is positive or negative for drugs. (insert) will have one central database to record and to monitor disciplinary action should a worker have a 1st, 2nd, or 3rd infraction. (insert) will inform the subcontractor line manager of the confirmatory result for each employee. Note: Benzodiazepine concentrations are to be confirmed with (insert) chosen Drug & Alcohol testing provider.
- c) The worker shall receive the full drug test results report (as per AS 4760-2019). Note: Benzodiazepine level to be provided by the prescribed testing laboratory.
- d) The results shall be provided (e.g. by email or in a sealed envelope, marked private and confidential) from the relevant tester.

## **10 Consequences**

### **10.1 Self -Testing**

Workers who self-test positive for alcohol and/or drugs shall advise (insert) that they are unfit for work.

All reasonable assistance is to be afforded to ensure the affected worker can make their way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor).

Workers that test positive for alcohol and/or drugs are required to present to the D&A Officer for self-testing prior to their next shift to conduct a test. The worker is required to provide a negative sample prior to entering the job.

An agreed leave of absence arrangement or loss of pay is to apply.

No record of testing shall be kept.

*Note: Self testing does not exempt workers from being part of any other drug and alcohol testing.*

## 10.2 Alcohol Test

Workers who do pass the alcohol test shall be permitted to return to work immediately. No individual test record is to be maintained.

Workers who do not pass the alcohol test are required to cease work and will be retested 60 minutes after initial test or at the discretion of the Testing Officer.

Workers who are retested after **60 minutes** and pass the alcohol test are permitted to return to work immediately. No loss of pay is to apply, and no individual test record is to be maintained.

Where a worker is retested after **60 minutes** and does not pass the alcohol test, they are not permitted to return to work and shall leave the workplace when practicable. All reasonable assistance is to be afforded to ensure the affected worker can make their way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor). For the period after the first **60 minutes**, an agreed leave of absence arrangement or loss of pay is to apply.

Prior to returning to work the worker will be required to have an alcohol test on site with the D&A officer in attendance. The worker will be permitted to return to work if the result of the test is 0.000%.

## 10.3 Drug Testing

Workers recording a negative result (pass) are permitted to return to work immediately. No record of the test is to be maintained.

Workers recording an onsite non-negative result (fail) will NOT be permitted to return to work and the oral fluid sample will be sent immediately for confirmatory testing at an accredited laboratory in line with AS 4760-2019. The worker shall then leave the workplace when practicable. All reasonable assistance is to be afforded to ensure the affected worker can make their way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor). An agreed leave of absence arrangement or loss of pay is to apply.

Workers who have recorded an onsite non-negative result (fail), who has then subsequently recorded a negative result (pass) in the confirmatory testing, shall return to work at the start of their next allocated shift and without any loss of pay.

Workers who have recorded an onsite non-negative result (fail), who has then subsequently recorded a positive result (fail) in the confirmatory testing, shall not be permitted to return to work. An agreed leave of absence arrangement or loss of pay is to apply.

However, a worker may dispute the confirmatory test and elect to have Sample B tested at the same or an alternative NATA accredited laboratory. If the result is negative (pass), the worker may return to work with no loss of pay or disciplinary action. If the result is confirmed positive (fail) the worker will not be permitted to return to work and an agreed leave of absence arrangement with (insert) or loss of pay is to apply. The cost of this Sample B testing is borne by the worker.

A worker who was required to leave the workplace for non-compliance is required to return a negative (pass) retest prior to commencing their next normal shift. An agreed leave of absence arrangement or loss of pay is to apply for the duration of their absence.

#### 10.4 Refusal to Test

The following steps shall be undertaken if a worker refuses to participate in the abovementioned tests (excluding self-testing):

- a) (insert) will inform the worker and the worker's chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the worker will be deemed to be unfit for work due to the presence of alcohol or drugs.
- b) If the worker still refuses, (insert) and the D&A Impairment Officer shall consult with the worker and the worker's chosen representative, regarding the requirements, process, and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested.
- c) If the worker still refuses, the refusal will be treated as a confirmed positive result and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the worker can make their way from the workplace to a safe location without harm (i.e. Taxi, lift from a friend or Supervisor). An agreed leave of absence arrangement or loss of pay is to apply for the duration of their absence.

#### 10.5 Disciplinary Action

The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

- a) Required to attend the Support referred to in clause 4.
- b) Informed of the consequences of testing positive and their obligations to present or remain in a fit state.
- c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.
- d) Second Occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:
  - e) Required to re-attend the Support referred to in clause 4;
  - f) Required to participate in a rehabilitation program as per clause 4;
  - g) Informed of the consequences of testing positive and their obligations to present or remain in a fit state.
  - h) Given a verbal warning with diary entry placed on file; and
  - i) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be dismissed under (insert) disciplinary processes.



A worker who fails to attend EAP sessions or other support sessions may be dismissed under the worker's disciplinary processes. (insert) will liaise with & help when required, to Subcontractors in matters relating to their individual EAPs & other industry support processes that are available.

No disciplinary action will be taken in respect of positive test results from a self-test.

## 10.6 Self-Declaration

Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in clause 4. In such cases the worker will be required to take accrued or negotiated unpaid leave and may return to work when fit for duty.

The worker may be suspended from any work with immediate effect for an assessment to be made of the duties they are able to perform safely, and a drug and alcohol test is to be undertaken as soon as reasonably practicable.

## 11 Confidentiality

### 11.1 Confidentiality of information

All information gathered because of alcohol and other drug testing is collected for the purpose of implementing this process.

### 11.2 Confidentiality of results

The positive/negative result from a drug and alcohol test must remain confidential information and use/access/dissemination shall be restricted to those whose role makes it necessary to have access to it.

### 11.3 Employer Duties

The Employer will adhere to the following:

- a) Testing will be conducted in a location that maintains the privacy and dignity of the individual.
- b) Negative (pass) results will be destroyed but evidence of the test being conducted will be retained.
- c) Workers who record a non-negative (fail) result will be always treated in a respectful and non-judgemental manner by all involved in the management of the matter.
- d) Positive and non-negative (fail) alcohol or drug test results will be retained on file until 12 months has elapsed since the most recent positive/non-negative result.

### 11.4 Release of information

(insert) will only release information to a third party as required by law.

## 12 Consultation

### 12.1 Amendments to DAMP

If a Party believes that an amendment to the DAMP is required, they shall request and organise a consultation meeting involving (insert), the Union and the Drug and Alcohol Impairment Officers if appointed.

## 12.2 Aim

The attendees shall seek to reach agreement on any proposed amendments.

## DAMP – Appendix A Observable Impairment Assessment Checklist

Assessment of a person is to be made in accordance with this list of observable indicators in the context of changes to a person’s behaviour. The following 2 persons must perform and sign off on the assessment:

1. A employer Management Representative who has had training in D&A impairment awareness.
2. A worker Representative who has had training in D&A impairment awareness.

At least one (1) of the physical indicators must be satisfied and agreed between the abovementioned persons for a reasonable suspicion of impairment to be established.

Emotional effects (the second part of the table) shall not be used as indicators of reasonable suspicion but may be recorded as additional information and for comment.

<b>DETAILS:</b>	
Name of Individual being Assessed:	
Date/Time:	
Contact Number:	
Name of Responsible Persons (Management Representative & Worker Representative)	
<b>ASSESSMENT TRIGGER:</b>	
List Behaviour / Actions / Observations noted prior to this assessment:	
<b>PHYSICAL INDICATORS</b>	
<b>INDICATOR</b>	<b>OBSERVED</b>
Strong smell of alcohol on the breath	
Slurred, incoherent or disjointed speech (losing track)	
Unsteadiness on the feet	
Poor coordination / muscle control	
Drowsiness or sleeping on the job during work breaks	
Inability to follow simple instructions	
Nausea / vomiting	
Reddened or bloodshot eyes	
Jaw Clenching	

Sweating / hot and cold flushes				
<b>EMOTIONAL INDICATORS (Not a basis for reasonable suspicion)</b>				
<b>INDICATOR</b>	<b>OBSERVED</b>			
Loss of inhibition				
Aggressive or argumentative behavior				
Irrational				
Intense moods (sad, happy, angry)				
Quiet and reflective				
Talkative				
Increased confidence				
Appearance or behavior is out of character'				
<b>BREATH</b>				
Smell of intoxicating liquor:	<input type="checkbox"/> Nil	<input type="checkbox"/> Slight <input type="checkbox"/> Strong		
Other:				
<b>SKIN</b>				
<input type="checkbox"/> Normal/Pale	<input type="checkbox"/> Excessive Perspiration	<input type="checkbox"/> Flushed		
Other:				
<b>OBSERVATION CHECKLIST (CONT):</b>				
<b>CLOTHING</b>				
<input type="checkbox"/> Orderly	<input type="checkbox"/> Soiled	<input type="checkbox"/> Disarranged		
Other:				
<b>ATTITUDE: (Circle the appropriate description(s))</b>				
Co-operative	Evasive	Anxious	Excited	Drowsy

Relaxed	Irritable	Indifferent	Hostile	Cocky
Sedated	Antagonistic	Depressed	Irritable	
Other:				
<b>ACTIONS: (Circle the appropriate description(s))</b>				
Fighting	Swearing	Hiccups	Belching	Runny Nose
Talkative	Hallucinations	Crying	Restlessness	Dribbling
Vomiting	Constant Scratching		Unable to follow instructions	
Other:				
<b>EYES: (Circle the appropriate description(s))</b>				
Normal	Watery	Glazed	Bloodshot	Eyelids Drooping
Pupils Enlarged	Pinpoint Pupils	Rolling Eyes		
Other:				
<b>BREATHING: (Circle the appropriate description(s))</b>				
Normal	Short	Jerky	Rapid	Shallow
Slow				
Other:				
<b>SPEECH: (Circle the appropriate description(s))</b>				
Normal	Incoherent	Slurred	Confused	Fast
Slow				
Other:				
<b>BALANCE: (Circle the appropriate description(s))</b>				
Unsteady	Swaying	Slumping	Falling	
Other:				
<b>MOVEMENT/WALKING: (Circle the appropriate description(s))</b>				
Needs Support when Walking	Sluggish	Staggering/Clumsy	Uncontrolled Muscle Movement / Jerky	Tremors

Other:				
<b>AWARENESS: (Circle the appropriate description(s))</b>				
Identify Colleagues	Day/Date	Time	Place	Recent Events
Other:				

<b>QUESTIONS</b>
Can you give any reason for your appearance and behaviour as noted above:
Response:
Could you be under the influence of drugs and/or alcohol?
Response:
Have you consumed drugs and/or alcohol since the commencement of the shift?
Response:

<b>ASSESSMENT RESULT (Both responsible persons must agree)</b>		
No Testing Required (alternate action if applicable – note in comments below)		
Testing required – At least one (1) physical indicator in evidence		
Both responsible person(s) agrees	Person 1	Person 2

<b>COMMENTS (including mitigating factors noted or explained by the person, emotional factors identified above, further actions to be undertaken may include the following:)</b>

<b>COMPLETION OF ASSESSMENT</b>	
Name of Person Assessed	
Signature:	Date:

Name of Responsible Person 1		
Signature:		Date:
Name of Responsible Person 2		
Signature:		Date:

## DAMP – APPENDIX C - Test Target Concentrations

Test cut off concentrations in accordance with Australian Standard AS3547:1997 Breath alcohol devices for personal use and AS 4760:2019 Processes for specimen collection and the detection and quantitation of drugs in oral fluid.

### ALCOHOL TESTING THRESHOLD

Alcohol	BAC
Alcohol	0.000%

### DRUG TEST THRESHOLDS

From Table 3.1, AS 4760:2019, On-site Initial Test Target Concentrations

Class of Drug	Target Concentration (ng/mL)
Opiates/Oxycodone	50/40
Amphetamine-type stimulants	50
□9 tetrahydrocannabinol (THC)	15
Cocaine and metabolites	50

Note: These targets represent the undiluted oral fluid concentration.

From Table 4.1, AS 4760:2019, Laboratory Immunoassay Initial Test Target Concentrations

Class of Drug	Target Concentration (ng/mL)
Opiates/Oxycodone	50/40
Amphetamine-type stimulants	50
□9 tetrahydrocannabinol (THC)	15
Cocaine and metabolites	50

Note: These targets represent the undiluted oral fluid concentration.

From Table 5.1, AS 4760:2019, Non-Immunoassay Initial Test and Confirmatory Target Concentrations

Compound	Target Concentration (ng/mL)
Morphine	25
Codeine	25

6-Acetyl morphine	10
Amphetamine	25
Methylamphetamine	25
Methylenedioxymethamphetamine	25
Methylenedioxyamphetamine	25
tetrahydrocannabinol (THC)	10
Cocaine	25
Benzoyllecgonine	25
Ecgonine methyl ester	25

Notes:

1. These targets represent the undiluted oral fluid concentration.
2. For analytes not included in this Table, the laboratory should select a target concentration as appropriate for oral fluid.

Note: Benzodiazepine target concentrations to be confirmed with the laboratory used by (insert).

**Example Drug Testing Consent and Chain of Custody Form**

Project	Definition
Schedule agreed by:	
Name & Signature	

Project Testing Schedule	
Type of Test	Frequency
Testing Methodology	The testing method will be:
Drug Testing	Drug testing will be conducted on a frequency of: Random: Blanket:
Alcohol Testing	Blood Alcohol Content will be conducted on a frequency of: Random: Blanket:

Record of Testing Completed		
Test Date	Type of Test	Tested By




**Example of Drug and Alcohol Testing Room**

The basic requirements for the Drug rooms are the following:

- Breathalyzer/ straws holder mounted in testing room.
- Fridge which is lockable to keep the test kits if a person requires self-testing.
- Water fountain/cups kept externally so that persons being tested can have water 10mins prior to the being tested.
- Table and 2 chairs.
- Medical Gloves and paper towel.
- Rubbish bin.
- Self-testing signage on wall.

Note: The number of rooms will depend on the circumstances (e.g. personnel numbers on the site) and available space on site.



**End of Agreement.**