

**RAIL CRANES AUSTRALIA
PTY LTD**

and

**the CFMEU (Victorian
Construction and General
Division)**

Rail Corridor

**Mobile Crane Hiring Industry
Enterprise Agreement 2020-2023**

PART 1- APPLICATION AND OPERATION		5
1	Title	5
2	Definitions	5
3	Date and Period of Operation	7
4	Scope of Agreement	7
5	Relationship to the Award and the NES	8
6	First Nations People	8
7	Objectives and Commitments	8
8	Severability	9
9	Flexibility Arrangements	9
PART 2 - DISPUTE RESOLUTION AND CONSULTATION		11
10	Disputes Resolution Procedure	11
11	Consultation	14
PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT		17
12	Contract of Employment	17
13	Security of Employment	19
14	Visa Compliance	21
15	Notice of Termination	22
16	Additional Provisions	23
17	Redundancy	23
18	Industry fund compliance	24
19	CBUS Superannuation	25
20	Co-Invest (Long service leave)	26
21	Incolink	26
PART 4 - CLASSIFICATIONS AND MINIMUM WAGE RATES		31
22	Wage Rates	31
23	Allowances	31
24	Clothing Issue	34
25	Higher Duties	35
26	Payment of Wages	35
27	Wage Payment Details	35
28	Inclement Weather	36

29	Training and Related Matters	42
30	Accident Pay and Workers Compensation	45
PART 5 - HOURS OF WORK AND RELATED MATTERS		46
31	Hours of Work	46
32	Shiftworkers	46
33	Rostered Days Off	48
34	Overtime	52
35	Breaks	54
PART 6 - LEAVE AND PUBLIC HOLIDAYS		57
36	Annual Leave	57
37	Public Holidays	59
38	Personal and/or Carer's Leave	59
39	Compassionate Leave	60
40	Community Service Leave (other than Jury Service)	61
41	Jury Service	61
42	Parental Leave and Dad and Partner Pay	61
43	Family and Domestic Violence Leave	62
44	Picnic Day	62
45	Long Service Leave	63
PART 7 - EMPLOYEE REPRESENTATION		64
46	Representation	64
47	Union Delegate Rights	64
48	Employee Representative Rights	65
49	Union Delegate/Employee Representative Facilities	66
50	Industrial Relations Training Leave	66
51	Tool Box Meetings	66
52	Right of entry	66
PART 8 - SAFETY		69
53	Safety Objectives	69
54	Inductions	69
55	Health and Safety Representatives	70
56	Health and Safety Representative Meetings	70

57	Procedure with Dealing with Safety Issues or Incidents	70
58	Site Safety Supervisor	72
59	Safety Committee	72
60	Training for Health and Safety Representatives	73
61	Personal Protective Equipment	73
62	Additional Safety provisions (Heavy Materials, Stand-By Drivers)	73
63	Drug and Alcohol Policy	74
64	Safe and Respectful Workplace	74
PART 9 - AGREEMENT MATTERS		75
65	Posting of Agreement	75
PART 10 – SITE ISSUES		76
66	Amenities	76
67	Amenities for females	78
68	Site Issues	79
69	Signatories	80
APPENDIX A – Classification		81
APPENDIX B – Wage rates		82
APPENDIX C – Site allowance procedure.....		84
APPENDIX D – RDO Calendars		89
APPENDIX E – Training leave for workplace representatives.....		95
APPENDIX F – Occupational Health and Safety.....		100
APPENDIX H – Drug and Alcohol Management Program		107
APPENDIX I – Living Away From Home Allowance.....		133
APPENDIX J – Notification Form pursuant to clause 33.8(c) to Work on Scheduled RDO		137
APPENDIX K – Sexual Harassment Principles.....		139
APPENDIX M – Sham Contracting Compliance Checklist		142

PART 1- APPLICATION AND OPERATION

1 Title

- 1.1 This Agreement is known as the **RAIL CRANES AUSTRALIA PTY LTD** and the CFMEU (Victorian Construction and General Division) Mobile Crane Hiring Industry Enterprise Agreement 2020-2023 (the **Agreement**).

2 Definitions

- 2.1 In this Agreement:

All-purpose Allowance is an allowance that is added to an Employee's Ordinary Rate (as defined in this clause) and used for all calculations of overtime and penalty payments, and is included in the calculation of paid leave and superannuation contributions as part of Ordinary Time Earnings (as defined in this clause).

Award means the Mobile Crane Hiring Award 2010 as at 1 January 2010;

Building Code / Building Code 2016 means the Code for the Tendering and Performance of Building Work 2016;

CBUS means the Construction and Building Unions Superannuation Scheme;

Continuous service means the period of service of an Employee notwithstanding the Employee's absence from work for any of the following reasons:

- annual leave, personal leave or parental leave;
- illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- any other authorised unpaid leave up to a maximum of four weeks;
- jury service;
- injury received during the course of employment and up to a maximum of 52 weeks for which the Employee received worker's compensation;
- where called up for military service for up to three months in any qualifying period;
- long service leave; and
- any reason satisfactory to the Employer, provided the Employee has informed the Employer within 24 hours of the time when the Employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration;

Continuous shiftworker (see definition of shiftwork below) for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts;

DHA means the Department of Home Affairs, and its predecessor and successor (if any) agencies;

Disputes Panel/Panel means the Victorian Building Industry Disputes Panel;

Employee/s means an employee of the Employer who are engaged in any of the occupations, callings or industries specified in the Award, and those set out in **Appendix A** of this Agreement.

Employer means **RAIL CRANES AUSTRALIA PTY LTD** ABN: **16 663 266 313**

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

FWC means the Fair Work Commission;

HSR/ Health and Safety Representative means a member of a designated work group elected to represent the designated work group on matter relating to occupational health and safety;

Industry RTO means as defined in **clause 29.4**.

Ordinary Rate means the hourly rate of pay for the ordinary hours of work as listed in **Appendix B**.

Ordinary Time Earnings for all purposes in this agreement has the same definition as defined by *Superannuation Guarantee Ruling 2009/2*. Without limiting the fullness of this definition, in summary and in the context of this agreement, this includes:

- (a) wages and allowances earned in respect of ordinary working hours (see **clause 31**, but excluding any wages and allowances earned in the performance of overtime); and
- (b) shift loading;

NES means the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth);

OHS Act/ Occupational Health and Safety Act means the *Occupational Health and Safety Act 2004* (Vic) from time to time;

Persons covered by this Agreement means the Employer, the Union and the Employees;

Party or **Parties to this Agreement** means the Employer, Employees and/or the Union as the context requires;

Project means building and construction works performed on a site or combination of sites for which:

- (a) the site or combination of sites must constitute an enterprise or undertaking carefully planned to achieve a particular result; and
- (b) the site or combination of sites must have a clearly established entity or entities that exercise control over its development; and
- (c) the site or combination of sites must have a scope sufficiently definable at any given point during the project to enable its proper definition and costing for the purpose of determining the appropriate site allowance;

Project Value including **Total Project Value** means the value of the Project (as defined above), comprising of:

- (a) Preliminary costs and profit margin;
- (b) Trade packages (including supplier and subcontractor costs); and
- (c) Provisional sums.

Project Value does not include non-construction development costs.

Redundancy means a situation where an Employee ceases to be employed by an Employer, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning;

RTO means a 'registered training organisation' registered on the State Register and National Register in accordance with the *Education and Training Reform Act 2006* (Vic);

Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation;

Shiftworker means an Employee who performs Shiftwork in accordance with **clause 32**;

Union or CFMEU means the Construction, Forestry, Maritime, Mining and Energy Union (General and Construction Division, Victorian and Tasmanian branch); and

VEVO means the Department of Home Affairs, Visa Entitlement Verification Online system.

Note: where a date is specified for the commencement of a payment it is a reference to the first pay period on or after that date.

3 Date and Period of Operation

3.1 This Agreement will operate from the date 7 days after it is approved by the FWC and shall have a nominal expiry date of 29 February 2024. By no later than 30 June 2022 the Employer intends to commence discussions concerning a replacement enterprise agreement. This Agreement will continue to operate after its nominal expiry date unless it is replaced by another enterprise agreement or terminated in accordance with the Fair Work Act.

4

4.1 Scope of Agreement

This Agreement applies in the State of Victoria and covers:

- (a) the Employer;
- (b) Employees of the Employer who are engaged in any of the occupations, callings or industries that are covered by the Award including employees who work on hiab trucks mounted on high rails for the purpose of construction on the rail corridor; and
- (c) the Union (provided the Union gives notice it wants to be covered by the Agreement and FWC notes the Union is covered under subsection 201(2) of the Fair Work Act when the Agreement is approved); but

- (d) Construction work in the cottage/housing industry shall not fall within the scope of this Agreement. For the purposes of this Agreement, cottage/housing industry means the construction, erection, assembly, maintenance ornamentation or demolition of a single occupancy dwelling and multiple occupancy residential units being of not more than two living levels height.
- (e) The Agreement does not cover the Employer or any of its Employees with respect to the performance of any work performed by Mechanical, Electrical and Plumbing Tradespersons and Technicians under the classification structure CW/ECW3, 4, 5, 6, 7, 8 and 9.
- (f) This Agreement does not cover the use of hiabs for any use other than specified within the scope of this agreement.

5 Relationship to the Award and the NES

- 5.1 Subject to this clause, the Award is incorporated into and forms part of this Agreement. If the Award is silent, the terms of the Mobile Crane Hiring Award 2002 as at 31 December 2009 ("2002 Award") will apply.
- 5.2 If there is any inconsistency between an express term of this Agreement and an incorporated Award term, the express term of the Agreement will prevail to the extent of any inconsistency.
- 5.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6 First Nations People

- 6.1 The Employer, Employees and the Union recognise the significance of First Nations People in the State of Victoria.
- 6.2 The Employer will ensure that an acknowledgement of Traditional Owners of the Land will be made on every project. All Employees will receive cultural awareness information as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.
- 6.3 A 'Welcome to Country' ceremony may be arranged with the Traditional Owners to demonstrate the Employer's commitment to the principles of social, restorative justice and cultural affirmation.

7 Objectives and Commitments

- 7.1 The Objectives of the Parties to this Agreement are:
- (a) to promote fair, cooperative and productive workplace relations in the building and construction industry;
 - (b) to provide a detailed set of agreed employment benefits, conditions, rights and obligations;
 - (c) to explore the potential for innovation and new technologies;
 - (d) to consider any benefits of alternative hours of work;
 - (e) to support the establishment of consultative bodies to consider the impact of climate change on the working conditions in the industry;
 - (f) to establish practices that support opportunities for a diversified workforce;
 - (g) to support the implementation of highest possible levels of OHS practices, procedures and training;
 - (h) to ensure that fair and equitable employment practices are applied in the workplace;
 - (i) to improve efficiency in the workplace;
 - (j) to provide for the establishment and observance of an effective disputes settlement procedure that involves Employees and their representatives, when requested, at the earliest stage of any dispute or potential dispute.
- 7.2 The Parties to this Agreement commit themselves to ensuring that:
- (a) The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.
 - (b) Productivity gains will not be achieved at the expense of health and safety standards.
 - (c) The disputes settlement procedures provided herein are strictly adhered to.
 - (d) Employment should wherever possible be full time and on going.

8 Severability

- 8.1 It is the intention of the Parties to this Agreement that the Agreement contains only permitted matters under the Fair Work Act.
- 8.2 The severance of any term of this Agreement that is, in whole, or in part, or no effect by virtue of the operation of section 253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.
- 8.3 All terms should be interpreted in a manner that would make them permitted matters.

9 Flexibility Arrangements

- 9.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement:
- (a) only varies the effect of

- (i) **Clause 42** Parental Leave and Dad and Partner Pay
 - (ii) **Clause 39** Compassionate Leave
 - (iii) **Clause 41** Jury Service
 - (b) meets the genuine needs of the Employer and Employee in relation to the matter mentioned in **clause 9.1(a)** above:
 - (i) is genuinely agreed to by the Employer and Employee; and
 - (ii) is not inconsistent with section 55 of the Fair Work Act.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3 The Employer must ensure that the terms of the individual flexibility arrangement
- (a) is in writing;
 - (b) includes the name of the Employer and the Employee;
 - (c) is signed by the Employer and the Employee (if the Employee is under the age of 18, signed by a parent or guardian of the Employee);
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen days.
- 9.5 Upon request by the relevant Employee/s, the Employer must provide copies of all flexibility agreements made under this clause to the Union/Union Delegate/Employee Representative.
- 9.6 The Employer or Employee may terminate the individual flexibility arrangement by giving not more than 28 days' written notice to the other Party to the arrangement; or if the Employer and Employee agree in writing at any time.

PART 2 - DISPUTE RESOLUTION AND CONSULTATION

10 Disputes Resolution Procedure

10.1 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.

10.2 Scope

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

- (a) any matter arising under this Agreement;
- (b) the NES, including subsections 65(5) and 76(4); and
- (c) 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.

Note: Safety issues and incidents are to be dealt with in accordance with **clause 57** of this Agreement and with any applicable occupational health and safety legislation. A dispute about the operation, or application of **clause 57** is a matter arising under this Agreement and can be dealt with in accordance with this clause.

10.3 Procedure

Disputes will be dealt with according to the following procedure.

Step 1—workplace level

- (a) 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 Panel

- (b) If the dispute remains unresolved after Step 1, a party to the dispute (or its representative) may refer the dispute to the Victorian Building Industry Disputes Panel (**Panel**). If a party to the dispute refers the dispute to the Panel, all parties irrevocably consent to the Panel dealing with the dispute, including by arbitration.
- (c) The Panel 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, and must not make any decision or impose any other binding outcome that is inconsistent with the Building Code, or which requires a party to the dispute to do something that is prohibited by any applicable legislation.

- (d) If the Panel deals with the dispute by arbitration and makes an arbitral award (**Decision**):
 - (i) any party to the dispute (or its representative) may, within 14 days after the date of the Decision, have the Decision reviewed by the FWC, in which case Step 3 below applies;
 - (ii) if no party refers the Decision for review within the period stated in **clause 10.3(d)(i)** above, that Decision will be final and binding on the parties to the dispute.

Step 3—Referral to the FWC

- (e) 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.
- (f) 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 Panel 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.
- (g) The FWC may deal with the dispute by conciliation, arbitration, or by the exercise of any of its other powers under the Fair Work Act, or by any combination of methods. The FWC must not make any decision or impose any other binding outcome that is inconsistent with the Building Code.
- (h) If the FWC deals with the dispute by arbitration:
 - (i) by a single member of the FWC and makes an arbitral award (**FWC Decision**):
 - (A) any party to the dispute (or its representative) may, within 21 days after the date of the FWC Decision, appeal to a Full Bench of the FWC;
 - (B) if no party appeals from the FWC Decision within the period stated in **clause 10.3(h)(i)(A)** above, that FWC Decision will be final and binding on the parties to the dispute.
 - (ii) 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

- (i) 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:
 - (i) refer the dispute to the Panel, which will deal with the dispute in accordance with Step 2 above noting that the non-breaching party may request the Panel 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 Fair Work Act, or by any combination of methods.

- (j) 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:
 - (i) 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 Fair Work Act, or by any combination of methods; or
 - (ii) continue to pursue Step 2 above, including by seeking that the Panel make a Decision despite any non-compliance or non-participation of any other party.

The FWC must not make any decision or impose any other binding outcome that is inconsistent with the Building Code.

10.4 **Directions and requests of the Panel**

- (a) The Panel 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 by:
 - (i) Requesting oral or written submissions;
 - (ii) Requesting relevant documents, records or other relevant information; or
 - (iii) Conducting a conference or holding a hearing.
- (b) A party to the dispute will comply with any request of the Panel made under this clause, unless the party has a reasonable excuse.

10.5 **Enforcement**

- (a) Finality of a Decision
 - (i) Subject only to the rights of review/appeal expressly provided for in this clause, a Decision or an FWC Decision (or any subsequent Full Bench decision) is final and binding and may be immediately enforced.
- (b) Enforcement of a Decision
 - (i) All parties to a dispute must comply with, and give effect to, any Decision or FWC Decision.
 - (ii) A party to a dispute that fails to comply with, or give effect to, a Decision or FWC Decision, contravenes this clause.
 - (iii) The Parties agree that:

- (A) 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
- (B) interest will accrue on any sum payable under a Decision or FWC Decision at the rate prescribed from time to time in respect of pre-judgment interest under the Rules of the Federal Court of Australia.

10.6 **Status quo**

- (a) While the dispute is being dealt with in accordance with the procedure in this clause:
 - (i) 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
 - (ii) 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.
- (b) 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.

10.7 **Employee participation and representation**

- (a) Employees are entitled to a representative of their choice, including a Union representative, for the purposes of this clause.
- (b) 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.
- (c) Employees who are required to attend as a witness in an arbitration are entitled to do so without loss of pay.
- (d) 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 Panel or the FWC (whichever is then dealing with the dispute) as part of the dispute.

11 **Consultation**

Major Workplace Change

- 11.1 If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify the Employee(s) who will be affected by the decision .As

soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the Employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

- 11.2 For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:
- (a) All relevant information about the change including the nature of the change proposed;
 - (b) Information about the expected effects of the change on the Employees; and
 - (c) Any other matters likely to affect the Employees.

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

The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 11.3
- (a) "**Significant Effects**" under this **clause 11** include termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

Consultation about changes to rosters or hours of work

- 11.4 Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.
- 11.5 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion, provide to the relevant Employees and their representative if requested by the Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

- (c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union.
 - (d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 11.6 These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.

PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

12 Contract of Employment

12.1 Weekly Hire – all Employees, except Casuals

Weekly hire shall be in accordance with clause 9.3 of the Award.

During periods of prolonged absences by weekly hire employees (e.g. long service leave or injury); the company may elect to cover the period of absence by offering permanent employment for a specified time to cover the duration of the absence. This arrangement shall be in accordance with clause 9.4 of the award

12.2 Casual Employment

- (a) A casual Employee is one engaged as such and who has no firm advance commitment from the Employer to continuing and indefinite work according to an agreed pattern of work. When a person is engaged for casual employment the Employee will be provided with a document (for example, via a hard copy provided in person or by electronic means) that specifies the job to be performed, the classification level in accordance with this Agreement, the actual or anticipated length of engagement including number of hours to be worked in that period, and the relevant rate of pay and any allowances.

A casual Employee is not subject to the accrual of RDOs as prescribed by **clause 33** of this Agreement. For clarity, ordinary hours of work for a casual Employee will be worked for up to 8 hours per day, Monday to Friday and between the hours of 6:00 am and 6:00 pm each day.

Note: Indicia of 'no firm advance commitment' include, but are not limited to:

- (i) irregular work patterns;
- (ii) uncertainty of work;
- (iii) discontinuity of work;
- (iv) intermittency of work; and
- (v) unpredictability of work.

(WorkPac Pty Ltd v Skene [2018] FCAFC 131).

- (b) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal leave, paid jury service and payment for public holidays not worked.

The casual loadings payable under this Agreement compensate the casual Employee for entitlements available only to permanent employees under the NES, namely annual leave, paid personal/carer's leave, paid compassionate leave, payment for public holidays not worked and notice of termination.

- (c) On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work plus the relevant fares and travel allowance set out in **clause 23.6**.
- (d) A casual Employee for working ordinary hours shall be paid 125 percent of the hourly rate prescribed in this Agreement for the Employees' classification (inclusive of a 25% casual loading).
- (e) A casual Employee required to work overtime or weekend shall be entitled to the relevant penalty rates prescribed in this Agreement.
- (f) A casual Employee required to work on a public holiday prescribed by the NES must be paid 275% of the ordinary time hourly rate prescribed for the Employee's classification (inclusive of a 25% casual loading).
- (g) Termination of all casual employment shall require one hour's notice.
- (h) A casual Employee who has been engaged by the Employer on a regular and systematic basis for a period in excess of 4 weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether the employment is made permanent is a decision of the Employer.
- (i) A casual Employee, who has requested in writing to be converted to permanent employment pursuant to **clause 12.2(i)**, whose request is refused by the Employer is entitled to be paid 175% of the ordinary time hourly rate prescribed in this Agreement for the Employee's classification (inclusive of a 75% casual loading).

12.3 Cross Hiring

The current practice of cross hiring of other crane hire companies shall continue and should be encouraged in overload or top up situations or if a particular crane or expertise is needed to service the company's client.

12.4 Transition to Retirement

If an Employee has been with an Employer for at least 5 years and is 60 years or older, the Employee may ask to transition to retirement by becoming permanent part-time.

The Employee and Employer will agree to the hours to be worked, with all entitlements under this Agreement to be paid on a pro-rata basis with a minimum entitlement of 24-hours per week.

Such arrangements will be mutually agreed with the Employee and/or their representative and subject to the Employers workforce requirements.

13 Security of Employment

- 13.1 The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, daily hire (and weekly hire for mechanical plant operators) employment is the preferred type of employment under this Agreement.
- 13.2 The Employer will take all measures to achieve employment security for the daily hire Employees (and weekly hire for mechanical plant Employees) of the Employer.
- 13.3 The Employer agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes Occupational Health & Safety and Equal Opportunity principles and practices in the workplace and appropriate representation of Employees should they so request. The Employer will ensure that its employment practices are consistent with the above principles and practices.
- 13.4 Supplementary labour
- (a) If the Employer wishes to engage supplementary labour to perform work performed by its Employees under this Agreement, the Employer must first consult in good faith with the affected Employees.
 - (b) Following consultation and subject to this clause, the decision whether to engage supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the disputes settlement procedure under **clause 10** of this Agreement. The Employer will ensure that all supplementary labour is engaged on lawful terms and conditions.
- 13.5 Sham Contracting and Anti-Wage Theft
- The Parties acknowledge the importance of complying with all applicable laws prohibiting sham contracting and wage theft including, but not limited to, the:
- (a) Fair Work Act;
 - (b) *Wage Theft Act 2020* (Vic)
 - (c) *Modern Slavery Act 2018* (Cth); and
 - (d) *Independent Contractors Act 2006* (Cth).

13.6 Sham Contracting

- (a) The Parties to this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode Employee entitlements and affect the job security of Employees covered by this Agreement. A sham contracting arrangement includes where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done for the purposes of avoiding responsibility for employee entitlements.
- (b) In this clause, "sham contracting" is where:
 - (i) An employer employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the employer is a contract for services under which the individual performs, or would perform, work as an independent contractor;
 - (ii) An employer dismisses, or threatens to dismiss, an individual who is an employee of the employer and performs particular work for the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or
 - (iii) An employer employs, or has at any time employed, an individual to perform particular work makes a statement that the employer knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the employer.
- (c) **Clause 13.6(b)(i)** does not apply if the employer proves that, when the representation was made, the employer did not know and was not reckless as to whether the contract was a contract of employment rather than a contract for services.
- (d) Any use of sham contracting is a breach of this Agreement.
- (e) Where a sham contracting arrangement has been reasonably alleged and is unable to be resolved at the workplace level, any Party may refer the allegation directly to the Disputes Panel for conciliation and/or resolution under **clause 10** of this Agreement. All Parties will cooperate with the requests of the Disputes Panel including requests to provide substantiating information or undertaking an independent audit of their arrangements. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.
- (f) Where the sham contracting allegation exists on the Employer's project, the Employer will make itself available to assist the disputes resolution procedure.

- (g) Where the Disputes Panel Chair deems it necessary due to seriousness of the allegations and/or his/her findings, the Chair may refer the matter to the appropriate government authority.
- (h) Where it is agreed or determined by the Disputes Panel or FWC that a sham contract was in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement plus the site allowance (if applicable), plus the multi-storey allowance and an additional 75% loading to cover entitlements other than CBUS and Incolink. Any difference between the hourly rate paid to the Employee, plus CBUS and Incolink will form the settlement for breach of this clause. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.
- (i) The Employer must ensure that a person engaged to undertake building work as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.
- (j) The Employer agrees that the Employees will be paid in accordance with the applicable wage rates and allowances as prescribed in this Agreement.
- (k) The Employer in particular acknowledges the Sham Contracting Compliance Checklist, as attached at **Appendix M**, provides a useful tool to ensure ongoing compliance.

13.7 Anti-wage theft

- (a) The Employer is committed to ensuring that all Employees are remunerated properly in accordance with this Agreement. Any failure to do so constitutes a breach of this Agreement. The Employer must not deliberately withhold wages, superannuation or Employee entitlements, falsify employer records, or fail to keep employment records.
- (b) Any falsification of pay slips or employee records is a breach of this Agreement.

14 Visa Compliance

- 14.1 The Employer will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement. In circumstances where the proposed employment of overseas workers on any temporary visa forms part of a "major workplace change", the Employer acknowledges its obligations to consult in accordance with **clause 11** – Consultation of this Agreement.
- 14.2 Should the Parties find themselves in disputation under this clause as to whether an Employee is entitled to work in Australia and/or is paid the appropriate rates, and the dispute is not able to be resolved at the workplace level, the matter shall be referred to the Disputes Panel under **clause 10** of the Agreement.

- 14.3 The Employer will maintain HR systems (including utilising the VEVO system on an ongoing basis), to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.
- 14.4 Existing and prospective Employees will be required to complete an Authority obtained from the DHA with details of immigration status. No person will be allowed to undertake any work for the Employer unless it is verified that he/she has the right to work in Australia.
- 14.5 The Employer must ensure that no person who is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958*) is employed to undertake building work for the Employer unless:
- (a) the position is first advertised in Australia; and
 - (b) the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
 - (c) any skills or experience requirements set out in the advertising were appropriate to the position; and
 - (d) the Employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job.

15 Notice of Termination

15.1 Weekly Hire - All Employees, except Casuals

If the Employer decides to terminate the employment of a weekly Employee the Employer shall give the weekly Employee the following notice:

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

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

Notice of resignation by the weekly Employee - The notice given by a weekly Employee shall be the same as that required of the Employer except that there shall be no additional notice based on the age of the weekly Employee concerned.

15.2 Termination without Notice

The Employer may terminate an Employee's employment without notice if the Employee engages in serious misconduct.

15.3 Termination prior to a Public Holiday

- (a) If the Employer terminates the employment of an Employee, the Employer will pay the Employee a day's ordinary wages for each public holiday prescribed in this Agreement which falls within 10 consecutive calendar days after the date the Employee's employment is terminated. For clarity, day one is the day after the Employee's employment was terminated.
- (b) Where 2 or more of the holidays fall within a 7 day span, such holidays shall be a 'group' of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date the Employee's employment is terminated, the whole group shall be deemed to fall within the 10 consecutive days, and the Employee will be paid a day's ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Year's Day (or days in lieu thereof) shall be regarded as a group.

16 Additional Provisions

- 16.1 Upon termination of employment, the Employer shall pay each terminated Employee all accrued entitlements and other wages owing and provide a separation certificate within 2 business days of termination, unless otherwise agreed in writing between the Employer and Employee, or the Employee shall be entitled to claim payment for all time beyond the two working days, up to a maximum of 8 hours per day, including Saturday and Sunday, until the entitlements are paid.
- 16.2 Within 2 days of termination the Employer will supply the relevant paperwork to allow an Employee to access their Incolink Redundancy Fund. Within one week of termination, the Employer will comply with reporting of remaining sick days to Incolink for the purpose of Portable Sick Leave.

17 Redundancy

- 17.1 Subject to the following procedure, it is agreed that it is the Employer's prerogative to determine the order of selection of Employees for employment or retrenchment.
- 17.2 All relevant legislation governing unfair dismissal, discrimination etc. will be observed. In lieu of clause 11.3.1 of the 2002 Award, the following procedure will apply. All other terms of Clause 11 of the 2002 Award as at 31 October 2009 shall be incorporated as terms of this Agreement and shall continue to apply.
- 17.3 Voluntary terminations will be encouraged as a first step.
- 17.4 The seniority of Employees - within classifications, experience or skills held - will be observed by the Employer in selecting Employees for retrenchment.
- 17.5 Unless special circumstances apply all employees must use all excess leave (over the annual four weeks) and banked or outstanding RDO'S before any retrenchments are executed.

- 17.6 The dispute settlement procedures set out in Part 2 will apply in the event of any concerns arising regarding retrenchments.
- 17.7 An Employee is entitled to access his/her redundancy payments when they cease to be employed by the Employer. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the *Building and Construction General On-site Award 2010* as in force from time to time or the entitlement of the Employee under the Nominated Redundancy Fund trust deed (or under the constituting documents of any fund nominated by Incolink under this clause).
- Note that the industry-specific redundancy scheme prescribed by the Building and Construction General On-site Award 2010 as in force from time to time is expressly incorporated into this Agreement.
- 17.8 Employees with more than 12 months continuous service, upon being made redundant, shall be entitled to receive four weeks pay at ordinary rates in lieu of notice. Employees with less than 12 months continuous service, other than casuals, shall be entitled to notice on the following basis:
- Up to 3 months – 1 week
- More than 3 months up to 6 months – 2 weeks
- More than 6 months up to 9 months – 3 weeks
- Over 9 months – 4 weeks
- Provided that an Employee shall be paid in lieu of such notice or be required to work one week of such notice and be paid any balance in lieu.
- 17.9 Employees employed prior to the company enrolling into the Incolink fund shall be entitled to a redundancy payment of three weeks pay for each year of service (pro-rata for part of a year) calculated from commencement of employment up until the date the company commenced making payments into the Employee's Incolink account. There shall be no double dipping of the redundancy/severance payment.

18 Industry fund compliance

- 18.1 The Employer shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes Incolink, CBus and CoINVEST.
- 18.2 It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- 18.3 On commencement, and in accordance with fund procedures, the Employer shall register the Employee/s with the relevant industry funds. These are CBUS for superannuation, Incolink for severance pay, portable sick leave, bill payer insurance and income protection insurance, and CoINVEST for long service entitlements.

- 18.4 It is a specific requirement that the Employer shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.
- 18.5 When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Employer's compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the Employee, or their representative if requested by the Employee, all relevant information to assist in resolving any concerns.
- 18.6 Failure to Make Payments to Industry Funds etc.
- (a) If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with **clauses 18 to 21** (inclusive) the following process will apply:
 - (i) the person or their representative must notify the Employer in writing of the alleged non compliance and what must be done to remedy it;
 - (ii) the Parties must consult in good faith in an effort to resolve the matter;
- 18.7 Any disputes related to this clause shall be dealt with via the disputes procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.
- 18.8 Additional Remedy for Non-Compliance with Superannuation.
- (a) If the Employer does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme the Employer shall be liable to make the appropriate contributions immediately upon notification of the non compliance. Further, the Employer shall pay the earnings on the relevant Trust Deed and the Fund or scheme that accrue during the pay of non-payment. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund.

19 CBUS Superannuation

- 19.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth). The Employer's default fund will be the Construction and Building Unions Superannuation Scheme (Cbus).

In respect of work falling within the scope of clauses **4.2** and **4.3**, the level of superannuation contributions payable by the Employer on behalf of each Employee is prescribed by clause 32 of the Award. Where the Employee does not nominate a fund, contributions will be paid into Cbus as the default fund, otherwise the contributions shall be paid into an eligible super fund nominated by the Employee.

19.2 The level of contributions paid on behalf of each Employee shall be as follows:

	1/10/2020	1/7/2021	1/7/2022	1/7/2023
Weekly Rate	\$245	\$260	\$275	\$290

19.3 The above contribution rates do not limit the Employer's liability under the Superannuation Guarantee (Administration) Act 1992 as per the definition of Ordinary Time Earnings in clause 2 of this Agreement.

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

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

19.6 Where an Employee nominates an eligible super fund, references to Cbus in this Agreement shall be read as the eligible super fund nominated by the Employee.

20 Co-Invest (Long service leave)

20.1 Long Service Leave Scheme

- (a) Long service leave shall be in accordance with and provided by Co-Invest.
- (b) All Employees will be registered by the Employer with ColInvest. When an Employee has accrued an entitlement to long service leave, and after giving 4 weeks' notice to the Employer, the Employee will be entitled to take such leave, subject to agreement with the Employer. Agreement for leave will not be unreasonably withheld by the Employer.

21 Incolink

21.1 Redundancy Contributions

21.2 The Employer is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 5 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee or an equivalent approved worker entitlement fund that is administered and/or managed by Incolink (collectively the "Nominated Redundancy Fund"), and all the employees of the Employer within the scope of this Agreement will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.

- 21.3 The Employer shall pay contributions to the Nominated Redundancy Fund on behalf of each employee on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 21.5 the Employer shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.

1 October 2019	\$81.00
1 October 2020	\$100.00
1 October 2021	\$120.00
1 October 2022	\$140.00
1 October 2023	\$160.00

- 21.4 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 Nominated Redundancy Fund, or by another fund nominated by Incolink under **clause 21.5**.

- 21.5 References in this clause to "Nominated Redundancy Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purpose of this Agreement as a fund which supersedes the Incolink Number 5 Fund.

21.6 **Income Protection, Trauma and Journey Insurance**

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

- 21.7 The Employer shall pay contributions to IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant) on behalf of each Employee, on a monthly basis, in accordance with the Constitution and By-laws of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant).

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

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

Date	Benefit (per week)	Employer Weekly Payment
1 October 2020	\$1,525	\$27.00

Date	Benefit (per week)	Employer Weekly Payment
1 October 2021	\$1,525	\$29.00
1 October 2022	\$1,550	\$30.50
1 October 2023	\$1,550	\$31.50

- (b) **(Trauma)** receive or have paid on their behalf financial compensation in the event of a major work related accident (i.e. WorkCover) resulting in the death or permanent disablement of the Employee and occurring at the time the employee is an Employee of the Employer (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink).
- (c) **(Journey Accidents)** receive payments in accordance with the terms of the insurance policy for the duration of the Employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:
- (i) the absence is because the Employee is unable to work due to injuries resulting from any accident incurred during journey between the Employee's residence and the workplace, that occurs at the time the Employee is an employee of the Employer; and
 - (ii) all such absences are supported by certification of a duly authorized medical practitioner and indicating the causal nexus between the travel to and from work and the Employee's inability to attend for work.
- (d) **(Child Care Assistance Benefit)** receive payments in accordance with the terms of the insurance policy.
- (i) In the event of the death of an Employee or their dependent spouse, the surviving spouse shall receive a benefit through Incolink to reimburse reasonable child care expenses incurred at a registered child care facility within the twelve (12) months following the death of the Employee or dependent spouse.
 - (ii) The maximum amount payable under this benefit is \$30,000.

21.9 Portability of Sick Leave

- (a) 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 will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits and up to 5 days' carer's leave, in accordance with the terms of the Trust Deed and the related insurance policy.

- (b) The Employer shall pay contributions to the Incolink PSL Scheme on behalf of each Employee on a weekly basis in accordance with the Trust Deed. The contribution will be \$3.00 per week. If Incolink nominates any other fund under **clause 21.9(c)** hereof, the Employer shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.
- (c) References in this clause to "Incolink PSL Scheme" include a reference to another fund for comparable purposes nominated by Incolink.

21.10 Bill Payer Insurance

- (a) If an Employee is in receipt of an Incolink benefit and suffers a disability for a period of more than 14 days, they shall have access to a benefit under a policy procured by Incolink to reimburse domestic bills which the worker receives and pays during their disablement.
- (b) This policy will reimburse up to \$250 per bill up to a maximum of \$5,000 for all bills for any one period of disablement.
- (c) The Employer will pay a contribution on behalf of each Employee of \$1.00 per week per Employee for the life of this Agreement in accordance with the relevant Incolink trust deed and/or Constitution and By-laws.

21.11 Funding for Training

- (a) In furtherance of the objectives of **clause 29** hereof, and as a further initiative to enhance the employment and career opportunities of the Employees, the Parties will continue to facilitate on-going training to improve occupational health & safety in the industry and to improve employees work skills so as to advance progression to higher industry skill levels.
- (b) To support the cost of these training initiatives the Employer will make a payment per Employee per week as per the table below. Such monies to be paid into Incolink to support that body's continued training funding initiatives.

1 October 2019	\$4.50
1 October 2020	\$6.50
1 October 2021	\$8.50
1 October 2022	\$10.50
1 October 2023	\$12.50

- (c) Provided that the Incolink arrangements be appropriately ordered so as to provide for:

- (i) Joint employer/union management of the training funding;
 - (ii) Access to funding in accordance with agreed guidelines, by all participating employers and unions.
 - (d) In the event of Incolink being unable to provide the above facility, the Parties agree to establish an alternative mechanism with the intention of meeting the commitments expressed herein.
 - (e) The liability of the Employer to pay for the cost of training courses they approve in accordance with **clause 29**, shall be met by the making of the contributions on behalf of each Employee as required by this clause.
- 21.12 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 Building and Construction industry. This contribution is calculated based on the number of Employees employed by the Employer at the rate of \$0.95 per Employee, per week.

PART 4 - CLASSIFICATIONS AND MINIMUM WAGE RATES

22 Wage Rates

- 22.1 All Employees working under this Agreement shall be classified according to Schedule B of the Award using the classification structure set out in **Appendix A** of this Agreement as a guide.
- 22.2 Wages will be increased in accordance with **Appendix B** from each Pay Period listed below:
- (a) From 1st Pay Period commencing on or after 1 March 2021;
 - (b) From 1st Pay Period commencing on or after 1 March 2022; and
 - (c) From 1st Pay Period commencing on or after 1 March 2023.
- 22.3 It is agreed that the wage increase on 1 March 2023 will be the only wage increase for the 12 months commencing 1 March 2023.
- 22.4 Any variation or increase in Award entitlements shall not flow on to the adult rates prescribed herein.

23 Allowances

- 23.1 **Site allowance** of \$3.80 per hour shall be included in the hourly rate and be paid as an 'all purposes' allowance. When on a construction site/project where a higher site allowance is payable, then the difference between the two rates will be paid as a flat amount. With reference to **Appendix C** of this Agreement or as determined by the Disputes panel pursuant to the provisions of **Appendix C**.
- 23.2 **Multi-Storey Allowance**
- 23.3 In addition to the wage rates and site allowances provided in this Agreement, Multi-Storey Allowance will be applicable in accordance with clause 21.4 of the Award. The applicable rate for Multi-Storey Allowance will be calculated in accordance with clause 21.4(f) of the Award.
- 23.4 As at 30 June 2020:

From the commencement of building to 15 th floor level	\$0.59 per hour
From the 16 th floor level to 30 th floor level	\$0.70 per hour
From the 31 st floor level to 45 th floor level	\$1.09 per hour
From the 46 th floor level to 60 th floor level	\$1.41 per hour
From the 61 st floor level onward	\$1.73 per hour

23.5 Multi-Storey 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 from 2021 onwards, rounded to the nearest cent.

23.6 **Daily Fares and Travel Pattern Allowance**

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

23.8 Payments shall be as follows:

1 October 2020	\$46.80 per day
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23.9 For the life of this Agreement fares and travel 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 the 1st March from 2021 onwards, rounded to the nearest 5 cents.

23.10 The cost of Citylink tolls or similar will be reimbursed for those Employees who are required by their employer to use their own vehicle during working hours, but not for travel to and from work.

23.11 Payment shall also be made each time an employee is recalled after leaving the worksite to resume work on overtime or a call out situation.

23.12 Employees directed by the company to report directly to their first work site (other than the Employer's own crane yard where the employee is usually located) in their own vehicle shall be paid the same travelling time as the Employer charges its client, and/or is shown on the work docket. This shall not affect the fares and travel allowance entitlement as defined in this clause or any excess car kilometer allowance as defined in the Award.

23.13 Any employee required to drive a company vehicle shall be paid for travel time from depot to depot.

23.14 **Living Away From Home Allowance**

23.15 When Employees are to be engaged on a Project requiring them to live away from home, the provisions of **Appendix I** will apply in determining their entitlement and the conditions whilst they are living away from home.

23.16 **Demolition work**

As of 1 October 2020 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 the amount of \$7.50 per hour or the site allowance, whichever is the greater.

This 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 2021, rounded to the nearest 5 cents. This allowance will apply to all demolition other than dismantling for reassembly.

23.17 Dirty Work Allowance

An employee engaged on unusually dirty work must be paid an amount of \$7.50 per hour or the site allowance, whichever is the greater.

23.18 Amounts payable in addition to site allowance

(a) Altona Area Allowance

As of 1 October 2020 an Employee within a 8 km radius from the intersection of Kororoit Creek Road and Millers Road, Altona shall, when employed on chemical or petrochemical plants or on commercial or industrial construction jobs within 1 km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of \$1.35 per hour extra.

This 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 2021, rounded to the nearest 5 cents.

(b) First Aid Allowance

An Employee who holds a current Level 2 first aid qualification recognized under health and safety legislation and is prepared to act on such qualification if so required shall be entitled to a daily allowance as set out in clause 21.10 of the *Building and Construction General On-site Award 2010* as varied from time to time.

An Employee who holds a current higher first aid qualification recognized under health and safety legislation and are prepared to act on such qualification, if so required, shall be entitled to a daily allowance as set out in clause 21.10 of the *Building and Construction General On-site Award 2010* as varied from time to time.

This 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 2021 onwards, rounded to the nearest 5 cents.

24 Clothing Issue

24.1 Mandatory equipment

- (a) All Employees engaged to work on site will be supplied with safety footwear and safety helmets appropriate to the work that they perform before commencing work on a project. The safety footwear will be of an equivalent standard to those made by:
 - (i) Steel Blue;
 - (ii) Oliver; and
 - (iii) Mongrel Boots.
- (b) These items must be worn at all times as instructed during the site induction process.
- (c) Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced on demand.

24.2 Work clothing

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

24.4 The following clothing will be supplied to all Employees:

- (a) Two pairs of overalls; or
- (b) Two combination bib and brace; or
- (c) Two pairs of long trousers and two long sleeved shirts; or
- (d) Work denims at cost no greater than the above three choices.

24.5 In lieu of the above the employer may by agreement with the consultative committee keep a pool of laundered overalls at the crane yard available for use of employees for dirty work. All new Employees engaged between 1 May and 31 August will be issued with one high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis.

24.6 Clothing and footwear will be replaced on a fair wear and tear basis. The Employer will replace any clothing and footwear damaged due to fair wear and tear within a reasonable period following the Employee's request. All items will comply with the relevant Australian Standards and all endeavours will be made to provide clothing that is Australian made. The clothing selected by the Employer will be required to be breathable, light weight, UV stable, have high visibility quality, and have the maximum UPF rating.

24.7 No agreement to pay cash in lieu of supply of clothing/footwear is permitted and the Employer should maintain a register for all protective clothing provided to employees. Where the relevant supplier of clothing/footwear maintains a register, this will meet the requirements of this clause.

24.8 Sunglasses

The employer shall supply one pair of UV-rated sunglasses (or prescription safety spectacles if prescribed by a qualified optometrist).

Suitable combination sun/safety glasses (or prescription safety spectacles if prescribed by a qualified Optometrist) would be acceptable.

24.9 Air Conditioners

Each crane cabin and gear truck shall, where practicable, be equipped with a reverse cycle air conditioner maintained in workable order. Where it is not practicable to install air conditioning a crane cabin shall contain a radiator and fan, both of which shall be maintained in good condition.

24.10 Source of clothing

- (a) The Parties seek to provide opportunities to seeks to maximise opportunities for Australian, New Zealand and Victorian suppliers (**Local Suppliers**) to supply on the basis of best value for money for the provision of work clothing to its Employees.
- (b) Local Suppliers of clothing will be made aware of opportunities to supply clothing to the Employer.

25 Higher Duties

25.1 Where an Employee on any one day performs two or more classes of work to which different rates of pay are applicable, the Employer shall pay to the Employee the higher hourly rate for the entire day if the Employee is required to work in that class of work for more than 2 hours, and if for less than 2 hours during any one day the Employee will be paid the higher rate for the time so worked.

26 Payment of Wages

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

26.2 Wages and pay slip details shall be made available no later than the cessation of ordinary hours of work on Thursday of each working week.

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

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

27 Wage Payment Details

27.1 Payslips

- (a) The following particulars of details of payment to each Employee must be included on the Employees' work statement/ payslip:
 - (i) Name of the employing Employer;

- (ii) Business name, Legal name, trading name ABN/ACN;
 - (iii) Name of Employee;
 - (iv) Employee's classification;
 - (v) Date of payment and period covered by work statement/ payslip;
 - (vi) Details of the number of ordinary hours worked;
 - (vii) Details of the number of overtime hours worked;
 - (viii) The ordinary hourly rate and the amount paid at that rate;
 - (ix) The overtime hourly rates and the amounts paid at those rates;
 - (x) The gross wages paid;
 - (xi) The net wages paid;
 - (xii) Details of any deductions made from the wages;
 - (xiii) Details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave etc.;
 - (xiv) Details of the Employer's Incolink and CBUS/superannuation contributions, including when the contribution was made and the amount, and, details of Employee contributions, including when the contribution was made and the amount;
- 27.2 Work Statement/payslips will be issued to Employees within 2 days of payment.
- 27.3 In addition to the details of payment noted above, the Employer will also keep records of the following:
- (a) The Employee's date of birth;
 - (b) The date of commencement of employment;
 - (c) The Employee's tax file number;
 - (d) The Employee's ColInvest number;
 - (e) Details of the Employee's:
 - (f) Daily start and finish time;
 - (g) Time lunch and crib breaks taken;
 - (h) Details of allowances paid;
 - (i) Total gross allowances paid; and
 - (j) Tax deducted from wages per week and year to date.
- 27.4 An Employer must not falsify payslips or employee records as required.
- 28 Inclement Weather**
- 28.1 This inclement weather clause sets out the full rights, obligations and entitlements of the Parties and establishes the conditions under which payment

for periods of inclement weather shall be made.

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

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

(a) **Definition**

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

(b) **Hot weather guidelines**

(i) Under this Agreement, temperature of or above 35°C shall be defined as constituting 'inclement weather' for work in the Greater Melbourne area. This definition will be subject to review in other regions.

(ii) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of work. If work has ceased for two consecutive days due to hot weather and the Bureau of Meteorology (**BOM**) has forecast that the temperature will reach 35°C on the following day and the BOM has also forecast a cool change for that day, the Employees on site on that day will remain in air conditioned amenities for one and a half hours after the temperature reaches 35°C. If the temperature drops to below 33°C, the Employees will return to work. The Parties will also adopt this procedure for any subsequent days where the BOM forecasts that the temperature will reach 35°C or more.

(iii) As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of a formal OH&S procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.

(c) **High Winds**

(i) The occurrence of high winds, whilst constituting 'inclement weather' affecting some work processes, does not give rise to an entitlement for any Employee whose work is suspended to leave the site and be paid. Payment will not be made for time so lost. The provisions of **clauses 28.4 and 28.5** do not apply to the time

any work is suspended due to the effects of high wind.

(d) **Temperature Measurement**

- (i) Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station unless otherwise agreed between onsite management and Employee representatives at the commencement of each project. If any disputation under this clause cannot be resolved at the workplace level, it will be referred to the Disputes Panel under **clause 10** of the Agreement as soon as practicable.

(e) **Working Arrangements**

- (i) The former industry practice whereby all Employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C, will no longer operate.
- (ii) At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- (iii) Once the temperature reaches 35°C work will cease, and workers may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- (iv) During periods of hot weather, work in air conditioned environments shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities and the air-conditioned work space, provided it does not pose a serious threat to their health or safety. Alternatively, where the Employer can artificially ventilate covered spaces onsite and reduce the temperature to below 35°C, work may continue as normal subject to consultation and agreement with affected Employees to comply with the provisions of this clause.
- (v) By agreement with the OH&S committee and head contractor during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

(f) **Payment**

- (i) An Employee shall not be entitled to payment for inclement weather as provided for in this clause unless the Employee remains on the job until the provisions set out in this clause have been observed.
- (ii) The entitlement to payment for time lost due to Inclement Weather

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

- (iii) Payment for time lost due to inclement weather is at the rate of Ordinary Time Earnings.
 - (iv) All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and workers.
 - (v) Should a portion of the project be affected by inclement weather, all other Employees not affected shall continue to work in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather.
 - (vi) Employees who are required to commence work at or after the end of the ordinary day work hours and when the temperature is at or over 35°C will remain on site in air conditioned amenities for a minimum two hours, holding themselves available to commence work should the temperature fall below 35°C.
 - (vii) Prior to any Employee leaving the site due to inclement weather, consultation shall take place between Employee Representatives and Site Management. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved Employees are denied an entitlement to payment as per this clause.
- (g) **Entitlement to payment**
- (i) Employees working in inclement weather shall be paid at a double time rate. The minimum payment for inclement weather shall be two (2) hours additional pay.

In cases of inclement weather when employees in the crane yard are not required for a specific task and the inclement weather is not likely to abate, consultation between management and the employee representative (if the employee representative is unavailable the employee/s affected) shall take place to consider allowing the employees to knock off without loss of pay. It is also agreed that the employees must make themselves reasonably available if needed for emergency or jobs in areas that may not be inclement in ordinary working hours.

- (h) **Transfers**
 - (i) 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 or required to return to the crane yard subject to the following:

- (i) **Conference Requirement and Procedure**
 - (i) The Employer, or the Employer's representative, shall, when requested by the Employees or their Employee Representative/ Union Delegate, confer (within a reasonable period of time which should not exceed 1/2 hour) for the purpose of determining whether or not conditions are inclement.
 - (ii) Provided that if the Employer or the Employers' representative refuses to confer within such reasonable period, Employees shall be entitled to cease work for the rest of the day and be paid inclement weather.
- (j) **Cessation and Resumption of Work**
 - (i) At the time Employees cease work due to inclement weather the Employer or the Employer's representative on site and the employee's representative shall agree and note the time of cessation of work.
 - (ii) After the period of inclement weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.
- (k) **Safety**
 - (i) Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by the inclement weather, the Employee may be transferred to other work in the Employee's classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the Employee shall remain on site. The Employee shall be paid for such time without reduction of the Employees' inclement weather entitlement.

28.4 Requirements for Work to Continue on Sites Affected by Wet Weather

- (a) Where Employees are prevented from working because it is raining:
 - (i) for more than an accumulated total of four hours of ordinary time in any one day; or
 - (ii) after the meal break, for more than an accumulated total of 50% of the remaining work time
 - (iii) during the final two hours of the normal working day for more than an accumulated total of one hour;

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

- (b) Provided that where, by agreement between the Employer and/or the Employer's representative and the Employee's representative, the Employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employees' hours.

28.5 Rain at Starting time

- (a) Where the Employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:
 - (i) The rain stops; or
 - (ii) A covered walkway has been provided; or
 - (iii) The sheds are under cover and the Employees can get to the dry area without going through the rain; or
 - (iv) Adequate protection is provided. Protection shall, where necessary, be provided for the Employees' tools.
- (b) In this clause, a dry area shall mean a work location that has not become saturated by rain or where Employees would not become wet.

28.6 Completion of Emergency Work

- (a) Except as provided in this sub-clause an Employee shall not work or be required to work in the rain.
- (b) Workers shall not be required to commence work in situations of inclement weather (except in an emergency situation).
- (c) All work in inclement weather can only be done with prior approval from the crane operations manager of the Company, or by the Employee receiving consent for the additional payment from the client (or a person authorised by the client) by way of the client signing authorisation for the additional cost on the work docket.
- (d) Where emergency work is being undertaken, Employees will be paid in addition to the rate of pay applicable at the time affected by inclement weather, an amount equal to the ordinary time rate (as defined in clause 2) for a minimum of two (2) hours.
- (e) If an Employee's clothes become wet as a result of working in the rain during working hours the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- (f) It is agreed that the Employees must make themselves available if needed for emergency work or jobs in areas that may not be inclement in ordinary working hours.
- (g) When Employees in the crane yard are not required for a specific

task and the inclement weather is not likely to abate, consultation between the Employer and the Employees or their representative, shall take place to consider allowing the Employees to leave the premises without loss of pay.

Agreement may be reached to either roster a skeleton crew to stay back or require Employees to return to work during normal working hours if needed for jobs in locations not affected by inclement weather or emergency work.

In the case of a return to work, there will be no additional payment of Fares and Travel Allowance (except overtime).

29 Training and Related Matters

29.1 The Parties recognise that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skills development is required. The Employer recognises its obligation to contribute to the skills and knowledge base of the industry.

29.2 The Parties will consult on the development of training programs which are consistent with the following:

- (a) Assessment of Employee skills will be against those required in the nationally recognised formal training package relevant to their work. Any necessary training will be provided to attain the relevant nationally recognised formal qualification.
- (b) Training provided will be consistent with the Employer's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.
- (c) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.
- (d) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay.
- (e) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of the Employer, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with the Employer.
- (f) Training costs of courses approved by the Employer will be met by the Employer (e.g. White Card).
- (g) The Employer will not be asked to meet the costs of training undertaken by Employees which was not approved by the Employer.
- (h) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Award and this Agreement.
- (i) For the life of this Agreement, the Employer will pay for any training necessary for non-trades Employees to obtain and maintain any

licenses and/or registration, required for the Employee to perform work applicable to the Employee's current classification, as required by law.

29.3 To provide any training dealing with nationally recognised formal qualifications contemplated by this **clause 29**, the Employer will use:

- (a) an RTO funded by the Victorian Building and Construction Industry Training Fund; or
- (b) an Industry RTO as defined in **clause 29.4**; or
- (c) a TAFE.

29.4 For the purposes of this clause, an Industry RTO is an RTO or a TAFE that meets the following criteria:

- (a) Training and assessment in the relevant qualification or accredited short course is delivered in accordance with the National Competency Standards or industry State-based competency standards in recognised short courses;
- (b) All structured training is aligned with the NCVER nationally agreed nominal hours associated with the course or qualification and a documented rationale is provided when deviation from nominal hours occurs for a particular student;
- (c) Where applicable, log books of practical application of skills are provided and monitored;
- (d) Access to pastoral support for students is provided;
- (e) Expertise in meeting the needs of a diverse cohorts of students including language, literacy, numeracy and learning needs is demonstrated;
- (f) Use of online resources is restricted to use as a study tool;
- (g) No credential is assessed online unless exceptional circumstances apply; and
- (h) Access is available to all plant and equipment required to successfully train and assess in the competencies to be delivered.

29.5 **Mobile Crane Traineeships**

1. The Employer will engage a trainee(s) within their on-going workforce and provide training within the "Victorian Mobile Crane Traineeship" program. This training provides both practical experience within the Employer's operation, and theoretical off-site training, that will allow trainee(s) to initially obtain appropriate high risk licences as rigger/dogmen, crane operators, and operators of associated plant and equipment.

As well as obtain the experience necessary to operate a majority of the cranes within the Employer's fleet.

2. The training program will be of two years duration and the remuneration in the first twelve (12) months will be 80% of the Mobile Crane – Rigger/Dogmen rate as per Appendix B of this Agreement. This rate will increase to 85% of that rate for the following six months and 100% of that rate for the final six months. All other allowances and conditions will be as set out in this Agreement.

30 Accident Pay and Workers Compensation

- 30.1 Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers compensation legislation and the Employee's appropriate 36 hour rate prescribed in **Appendix B** of this Agreement (pro-rata for part time and casual Employees).
- 30.2 The Employer shall pay accident pay, during the incapacity of their Employee/s arising from any one injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether is in one continuous period or not, during which the Employee receives a weekly amount of compensation paid pursuant to the relevant workers compensation legislation.
- 30.3 The liability to pay accident pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident pay as provided in this clause.
- 30.4 In the event that an Employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 30.5 **Employee Entitlements while on Worker's Compensation**
If an Employee is absent from work and is in receipt of worker's compensation, the Employee's contract of employment shall remain intact during the period of absence, the Employer shall continue to make contributions on behalf of the Employee to all the Employee Entitlement Funds as outlined in **clauses 18 to 21** (inclusive) of this Agreement. The Employee shall also continue to accrue all appropriate leave entitlements for the entire period for which worker's compensation is in receipt.

PART 5 - HOURS OF WORK AND RELATED MATTERS

31 Hours of Work

31.1 Ordinary hours of work will be eight (8) hours per day, Monday to Friday with the notional weekly hours based on a 36 hour week in accordance with **clause 33**.

31.2 Starting/Finishing times

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

31.3 Subject to **clause 31.4**, the Employer has the right to otherwise alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times (other than in accordance with **clause 31.4**) the Employer will consult with the affected Employees and

(a) provide not less than one week's notice to affected Employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

31.4 Without limiting the Employer's rights expressed in **clauses 31.2** and **clause 31.3**, where the Employer has identified that a set starting time creates problems with the efficient movement of the workforce to their workplaces, the Parties agree to consult jointly with affected Employees to establish an efficient start time regime. An early start at 5am may be introduced following consultation and agreement with the Employee and/or their representative, where traffic congestion causes delays reaching site by 7am.

Where an Employee starts at 5am they will be paid at double ordinary time till 7am and a Meal Allowance. If after a 5am start the Employee returns to the yard and there is no further work for the day, an Employee may be asked to finish after 8 hours from 5am. This will be treated as a full day shift for the purpose of accruing RDO/s and Annual Leave.

31.5 Where a dispute arises over the Employer's exercise of the right to alter start and finish times under this clause and it cannot be resolved at the workplace level, any Party may refer the dispute directly to the Disputes Panel for conciliation and/or resolution under **clause 10** of this Agreement. All Parties will cooperate with the requests of the Disputes Panel including requests to provide substantiating information. For the avoidance of doubt, an Employee may appoint a representative in relation to such a dispute.

32 Shiftworkers

32.1 Shiftworker for the purposes of this clause is defined as an Employee who performs Shiftwork and who starts or finishes a shift outside of the ordinary hours set out at **clause 31.2** above.

32.2 Clause 22. Shiftwork of the Mobile Crane Hiring Award 2010 will apply to any employee required to perform shift work. Where this Agreement clause provides a more beneficial term, the agreement term shall apply.
An employee shall be given at least 48 hours' notice of the requirement to work shift work, shall be paid 100% more than the ordinary rate for such shifts.

32.3 Shift workers who work on any shift roster which does not continue for at least five (5) successive afternoons or nights, shall be paid 100% more than the ordinary rate for the hours thereof. In addition to the ordinary rate for the day after shift whenever it falls seven days a week.

All time worked on public holidays shall be double time and one half.

The hours of shift work, when fixed shall not be altered, except for breakdowns or causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time on the previous day.

The ordinary hours of a shift shall be a minimum of eight (8) hours daily inclusive of paid meal breaks.

All overtime on shift work shall be paid at double time rates and an employee shall be entitled to a meal/crib allowance if required to work overtime and each subsequent four (4) hours thereafter.

32.4 **Rest Day**

An Employee required to work a shift outside of their ordinary hours will be afforded a rest day after the shift. Rest days must be paid regardless of where the shift falls during the seven day week. Rest days shall be paid on the basis of eight hours per day at the ordinary rate, and shall be regarded as hours worked for RDO and leave accrual, and continuity of service.

This provision will also apply to casual Employees doing shiftwork.

32.5 **Double shifts**

Working successive/double shifts must be avoided due to fatigue and safety issues that arise. If an Employee is so engaged then a penalty rate of treble ordinary time will be paid for those successive shifts.

32.8 **Short Notice**

Where notice cannot be given as per Clause 34 of this Agreement due to unexpected and unplanned issues, including equipment breakdown and emergency work. The Employee must be given the maximum rest break possible before re-commencing work, and be managed through a fully developed Fatigue Management Plan for all Employees.

This clause does not apply where due to poor planning by the Employer or their client, the work is performed at short notice will be paid at treble ordinary time till the prescribed rest break occurs

33 Rostered Days Off

- 33.1 The ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive with eight hours worked on each of nine days within the cycle and with 0.8 of an hour on each of those days accruing toward the tenth day, which shall be taken as a paid day off. The tenth day will be known as the Rostered Day Off or (RDO).
- 33.2 RDOs are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and will include the daily 'Fares & Travelling Allowance', and any applicable Site Allowance as prescribed by this Agreement.
- 33.3 For clarity, 26 RDOs will be accrued by an Employee in each twelve months continuous service. The Employer must maintain a RDO accrual system that accurately records the accrual of RDOs in accordance with this Agreement.
- 33.4 Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.
- 33.5 Upon commencement of employment, Employees who have not worked a complete ten day/two 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 the Employer, RDOs will be paid in full as they occur.
- 33.6 Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlements, and no more, have been provided. This means that Employees then having received more 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.
- 33.7 **RDO Schedule/ Working Day Calendar**
- (a) The Employer recognizes that hours accrued in accordance with **clause 33** create a bank of hours to be drawn upon by the Employee, as a paid RDO. The Employer recognizes that Employees are entitled to take off days accrued in accordance with this clause.
 - (b) The agreed indicative RDO/Working Day Calendars for 2020 to 2026 are attached at **Appendix D** of this Agreement.
 - (c) For the avoidance of doubt, nothing in the arrangement for an indicative RDO / Working Day Calendar is intended to impose a limit on the ability of the Employer to determine with its Employees when and where work can be performed to meet operational requirements or otherwise limit the Employer's right to manage its business and improve productivity.
- 33.8 **Work on Scheduled RDOs on Construction Sites**
- This clause applies to employees performing work on construction sites as per the definition in the Award.

Circumstances

- (a) Work may take place on a scheduled RDO or on any substituted day where it is required by the Employer and such work is necessary to meet operational requirements, manage its business and/or improve productivity.

Examples of where work may take place include, but are not limited to, the following:

- (i) to allow other Employees to be employed productively, to carry out out-of-hours maintenance; or
- (ii) because of unforeseen delays to a particular project or a section of it; or
- (iii) for other reasons arising from unforeseen or emergency circumstances on a project.

Such requirement must be based on genuine circumstances.

- (b) For the avoidance of doubt, unforeseen or emergency circumstances include, but are not limited to: excessive periods of inclement weather, matters not necessarily the fault of the Employer which has led to the project being delayed or behind schedule, the requirement to meet the Employer's work program and unexpected delays in the project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

Procedure

- (c) Where the Employer requires work to be performed on a Scheduled RDO (or any substituted day) because of the existence of any of the above, it will:
- (i) Consult with the affected Employees within a reasonable timeframe;
 - (ii) Determine that affected Employees agree to work on the Scheduled RDO; and
 - (iii) Provide affected Employee/s the opportunity to notify the Union or other chosen representative of the Employee/s in writing (fax or email) prior to the RDO that work will be performed. The attached notification form (**Appendix J**) may be used for this purpose.
- (d) The Employer is committed to providing as much notice as is reasonably practicable of a requirement to work. Wherever possible, the process outlined above will occur at least 9 calendar days prior to the RDO in question.

- (e) An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
 - (i) the hours of work that will be worked by that Employee in the week of the scheduled RDO;
 - (ii) the number of scheduled RDOs worked by the Employee within the previous six weeks;
 - (iii) the Employee's family responsibilities; and
 - (iv) any other special circumstances peculiar to the Employee.

Applicable Rates for Work on Schedule RDOs

- (f) An Employee required to work who has been consulted with in accordance with the Procedure, in addition to accrued entitlements, will be paid at the ordinary hourly rate prescribed in this Agreement for the Employees' classification.
- (g) An Employee required to work who has not been consulted with in accordance with the Procedure, in addition to accrued entitlements, will be paid as if they were undertaking Public Holiday Work in accordance with **clause 34.10** of this Agreement.

Scheduled RDOs on Designated Long Weekends

- (h) It is recognised that there is merit in programming no work on the RDOs adjacent to public holiday weekends during the working year. This will allow Employees to have quality paid family leisure time.
- (i) A Designated Long Weekend (**DLW**) is a weekend where an RDO below falls adjacent to (either before or after) a public holiday.
- (j) Where work is required on RDOs which falls on a DLW, the Procedure will be followed, and agreement must be reached between the Employer and a majority of affected Employees.
- (k) An Employee required to work, in addition to accrued entitlements, will be paid as if they were undertaking Public Holiday Work in accordance with **clause 34.10** of this Agreement, for each weekend day, the public holiday and the RDO.
- (l) All Employees who work on the Scheduled RDO will be granted an alternative RDO to another day falling within six weeks of the originally scheduled day provided that the re-scheduled RDO is to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed between the Employer and the majority of its affected Employee/s, such agreement shall not to be unreasonably withheld.

Note 1: See also Easter and Christmas Shut Down at **clause 36.7**.

33.9 Disputes concerning the Employer's intent to work on a particular scheduled RDO

- (a) Where in accordance with the disputes resolution procedure, the union has been advised by the affected Employees of a concern regarding the process undertaken to work on the scheduled RDO (or substituted day) it will, by close of business on the Monday following the provision of the Employer's notification, notify the Employer and the Disputes Panel of this concern.
- (b) Given the nature of the urgency of such matters, the Disputes Panel will prioritise such disputes to be heard within 1 working day (where practicable).
- (c) Prior to the scheduled Disputes Panel hearing, the Parties may hold discussions to attempt to resolve the matter.
- (d) Where the union fails to notify the Employer and the Disputes Panel by close of business on the Monday following the provision of the Employer's notification, work shall be performed on the scheduled RDO (or substituted day) in question unless prior to the scheduled RDO (or substituted day), the Disputes Panel has heard the matter and determined that the necessary requirements for working on a schedule RDO (or substituted day) under this clause have not been met by the Employer.
- (e) Where an Employee(s), an Employee representative or the union have a concern over the Employer's operation of this provision, they may at any time request to review the Employer's practice. If necessary, the matter could be referred to the Disputes Panel for review.
- (f) Any such review must be independent of any particular intention to work on a scheduled RDO.

33.10 Unforeseen and Emergency Scheduled RDO work where Notice not Provided

- (a) If notice is not provided by the Employer in accordance with **clause 33.8(c) and (d)** then the affected Employees, in addition to accrued entitlements, will be paid as if they were undertaking Public Holiday Work in accordance with **clause 34.10** of this Agreement.

33.11 Alternate RDOs

- (a) Where the Employer and a majority of the Employer's Employees at an enterprise or job site agree, another day may be substituted for the scheduled RDO.
- (b) Wherever possible, such agreement will take place 5 working days prior to the change being implemented.
- (c) Where there is a dispute in relation to an alternate RDO and it is unable to be resolved at the workplace level, the matter may be

determined in accordance with **clause 10-** Disputes Resolution Procedure of this Agreement.

33.12 Banking of RDOs

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

Details of such banked RDOs will be entered on to each Employee's employment records.

- (b) Where there is a dispute in relation to the operation of this sub-clause and it is unable to be resolved at the workplace level, the matter will be determined in accordance with **clause 10-** Disputes Resolution Procedure of this Agreement.

34 Overtime

34.1 Except as varied herein, overtime will be worked in accordance with the provisions of the Award.

34.2 Such overtime will be calculated by applying the divisor of 1/36th to the Employee's weekly rate as prescribed herein.

34.3 All overtime shall be paid at double Ordinary Rates.

Crib and meal allowance

34.4 An Employee required to work overtime for two (2) hours or more after working ordinary hours must be paid by the employer a combined crib and meal allowance.

34.5 The combined crib and meal allowance shall comprise:

- 20 minutes at the ordinary crane crew rate of pay as prescribed by this Agreement (crib time component); and
- A meal allowance of \$27.47 at 1 March 2021. Meal 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 from 2021 onwards, rounded to the nearest cent.

34.6 As at 1 March 2021, the combined crib and meal allowance owed is \$47.92 comprising:

- \$20.45 crib allowance (i.e. 20 minutes at the crane crew rate of \$61.36); and
- \$27.47 meal allowance.

34.7 Offer and Acceptance of Weekend Overtime

- (a) The Employer is committed to providing reasonable notice to Employees of an offer / cancellation of weekend overtime. To this end, notice will generally be provided prior to the normal meal break

on Thursday. Where the Employer is unable to give such notice the Employer may offer / cancel such overtime by notifying affected Employees before the finish time of ordinary hours on Friday.

- (b) Overtime will be offered on a work required basis.
- (c) Employees who accept an offer of weekend overtime will be obliged to attend. However, Employees may find themselves unable to fulfil their commitment to attend site. Such Employees will notify the Employer before the planned finishing time on Friday.
- (d) An Employee may refuse to work weekend overtime if the requirement to do so is plainly unreasonable having regard to:
 - (i) the hours of work that will be worked by that Employee in the week of the weekend overtime;
 - (ii) the amount of weekend overtime worked by the Employee within the previous six weeks;
 - (iii) the Employee's family responsibilities; and
 - (iv) any other special circumstances peculiar to the Employee.

34.8 **Cancellation of Overtime**

Overtime may be cancelled with out penalty in accordance with the following period of notice:

- (a) for overtime on weekdays (Monday to Friday), notice of cancellation must be given no later than 7.00 pm on the previous day.
- (b) for overtime on Saturday, notice of cancellation must be given no later than 7.00 pm Friday;
- (c) For overtime on Sunday, notice of cancellation must be given no later than 12 noon on Saturday.

Where overtime is cancelled without the notices per this sub clause the employee shall be paid 4 hours at the normal single time rate.

34.9 **Minimum Payment**

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

34.10 **Public Holiday Work**

- (a) For Employees other than Shiftworkers, double time and a half must be paid for any Public Holiday Work with a minimum payment of four hours.

- (b) For Shiftworkers, double time and a half (inclusive of their shift loading) must be paid for any Public Holiday Work with a minimum payment of four hours.

Note 1: An Employee has the right to determine their representation (if any) in accordance with Part 7 – Employee Representation of this Agreement.

35 Breaks

- 35.1 Lunch breaks shall be taken in accordance with job requirements. The duration of the lunch break on Monday to Friday will be half an hour, with flexibility limits being 11.30am to 1.30pm inclusive.

Option One: where an employee is unable to take lunch break within these hours the award provision shall apply.

Option Two: where an employee is unable to take a lunch break within these hours he/she shall be paid a half hour at ordinary rates plus a combined crib/meal allowance.

The option once chosen from the above options shall not be changed except after review by the consultative committee.

Alternatively the employee may elect, subject to work requirements elect to knock off one hour early to the normal finishing time with out loss of pay.

Where an employee is unable to take a lunch break he/she shall, where practical notify operations before working through the lunch break. If an employee is required to work through lunch he will record this information on the hire docket for the client's signature.

- 35.2 An Employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined Rest Period/Meal/Crib Break after four hours work, such time to be paid at double ordinary time rates, with a further 20 minute Crib break to be paid at double ordinary time rates if the overtime continues past 8 hours worked.
- 35.3 In the case of overtime work being cancelled by the Employer at the end of the 4 hour minimum or any time thereafter, Employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined Crib/Meal/Rest Period if not already taken.
- 35.4 If work proceeds beyond the 4 hours minimum then Employees will be paid for all time so worked.
- 35.5 **Minimum Break between Shifts**

- (a) Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had ten consecutive hours off duty between the termination of the overtime

and the commencement of the Employee's ordinary work on the next day or shift.

- (b) In the event that an Employee agrees to a request from site management to resume or continue to work without having had ten consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.
- (c) If the Employee has worked extended overtime on two consecutive days where they have had two ten consecutive hours off duty and in the event of any further extended overtime, the Employee shall not resume or continue to work without having had twelve consecutive hours off duty in the event that an Employee agrees to a request from site management to resume or continue to work without having had twelve consecutive hours off duty, the Employee shall be paid at double Ordinary Rates until the Employee is released from duty for such period.

35.6 **Rest Period After Overtime**

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

The 10-hour rest breaks shall be taken except in an unavoidable emergency situation.

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

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

If the Employee has worked extended overtime on two consecutive days where they have had two ten consecutive hours off duty and in the event of any further extended overtime, the Employee shall not resume or continue to work without having had twelve consecutive hours off duty in the event that an Employee agrees to a request from site management to resume or continue to work without having had twelve consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

Double shifting should be avoided at all times.

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

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

PART 6 - LEAVE AND PUBLIC HOLIDAYS

36 Annual Leave

- 36.1 Employees (other than casuals) will be entitled to 4 weeks paid annual leave per annum, provided that Continuous Shiftworkers shall be entitled to one additional week's paid annual leave.
- 36.2 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 36.3 The Employer must maintain a leave accrual system that accurately accrues annual leave progressively throughout the year in accordance with this Agreement.
- 36.4 Annual Leave is paid at the Ordinary Rate being paid to the Employee immediately prior to the taking of the Annual Leave, plus 17.5% loading.
- 36.5 Taking of Annual leave
- (a) Other than the Easter and Christmas Shutdown outlined in **clause 36.7**, the Employer and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. The Employer will not otherwise unreasonably refuse an Employee's request to take annual leave.
 - (b) The Employer cannot otherwise direct an Employee to take Annual Leave unless the Employer directs an Employee to take excessive accrued Annual Leave in accordance with clauses 38.6 – 38.8 of the Award.
- 36.6 **Annual Leave upon termination**
- (a) On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.
 - (b) Leave loading will also apply to annual leave paid out upon termination.
- 36.7 **Easter and Christmas Shut Down**
- (a) Subject to **clause 36.7(e)**, it is agreed that annual leave is to be taken as per the agreed indicative RDO / Working Day Calendars in **Appendix D** to this Agreement.
 - (b) An Employee required to work who has been consulted with in accordance with the Procedure in **clause 33.8(c)**, in addition to accrued entitlements, shall be paid 300 percent of the hourly rate prescribed in this Agreement for the Employee's classification, for work on any day, between and inclusive of Christmas Day and New Years Day and any day, between and inclusive of Good Friday and Easter Monday.

- (c) Where the Employer decides to close a site over the Easter and Christmas/New Year period in excess of the agreed Shut Down period, the Employer shall give at least 2 months' notice to Employees.
- (d) Employees who do not have sufficient leave may be given Annual Leave in advance or leave without pay.
- (e) Notwithstanding anything elsewhere contained in this Agreement, the Employer may request any Employee to work during Easter and/or the Christmas period where necessary to meet operational requirements. Operational requirements include, but are not limited to, unforeseen or emergency circumstances, as well as work on essential projects such as schools, hospitals, manufacturing industry shutdowns, etc. In any such event the Employer shall recognise the individual right of Employees not to work, provided that Employees shall not unreasonably refuse such a request.
- (f) The Employer is committed to providing as much notice as reasonably practicable regarding the proposal to work. Whilst it is recognised that some circumstances may prevent the ability to provide reasonable notice, where practicable, 2 months' notice of the intention to work over this period be provided.
- (g) Where work is required during the Easter and Christmas Shut Down, the Employer will consult, and agreement must be reached between the Employer and a majority of affected Employees.
- (h) Where the Employer seeks to perform work to ensure public safety or amenity, and/or performs essential works on community, education and/or health projects refer to paragraphs (e) – (g) above.

36.8 No Cashing Out

- (a) It is a breach of this Agreement for an Employee to be paid his/her full accrual, or part thereof, of annual leave at Christmas or any other time, unless that Employee takes such annual leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this sub-clause.

36.9 Public Holidays falling within Annual Leave

- (a) If a Public Holiday, as prescribed in this Agreement, falls within an Employee's annual leave the Public Holiday does not constitute part of the Employee's annual leave and will be paid as ordinary hours.

36.10 Employee not taken to be on paid Annual Leave at Certain Times

- (a) If the period during which an Employee takes paid annual leave includes a period of other leave e.g. a scheduled RDO, personal leave, or a period of absence for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

37 Public Holidays

37.1 Employees shall be entitled to be absent from work on the following public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Queen's Birthday
- (h) Labour Day
- (i) Anzac Day
- (j) Christmas Day
- (k) Melbourne Cup Day (or alternative days in regional areas)
- (l) Boxing Day
- (m) Grand Final Eve (Friday before the AFL Grand Final)

37.2 If any of these holidays in **clause 37.1** above are declared not to be holidays in Victoria, they will no longer be public holidays under this **clause 37**.

37.3 Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday, is a public holiday under this **clause 37**.

37.4 If under (or in accordance with the procedure under) a law of Victoria, a day or part day is substituted for a day or part day that would otherwise be a public holiday because of **clauses 37.1 and 37.3**, then the substituted day or part day is the public holiday for the purposes of this clause).

37.5 The Employer and the Employee may agree that when ANZAC Day is on a Saturday or Sunday, a day will be substituted for that day on the next calendar working day as per **Appendix D**.

37.6 If the Employee is absent from work on the public holiday, the rate of pay will be the Ordinary Rate and any applicable first aid, leading hand, shift loading and other applicable all-purpose allowances.

Note: If the Employee does not have ordinary hours of work on the day that the public holiday falls, the Employee is not entitled to payment under this clause.

38 Personal and/or Carer's Leave

38.1 Employees (other than casual Employees) shall be entitled to paid Personal and/or Carer's Leave when they are absent from work due to:

- (a) A personal illness or injury; or

- (b) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household due to an illness or injury affecting the member, or an unexpected emergency affecting the member.
- 38.2 Employees (other than casual Employees) will accrue 10 days of Personal and/or Carer's leave per year.
- 38.3 Personal and/or Carer's Leave will be granted by the Employer subject to:
 - (a) the Employee notifying the Employer as soon as practicable of the Personal and/or Carer's Leave; and
 - (b) providing to the Employer's satisfaction evidence that the Personal and/or Carer's Leave is/was justified. Such evidence may be a Doctor's certificate, or a statutory declaration where the Employer accepts it is appropriate.
- 38.4 The Employer cannot direct an Employee to take Personal and/or Carer's Leave.
- 38.5 Upon commencement of employment Employees will automatically be credited with 5 days' Personal and/or Carer's leave. After 6 months of employment, the leave will begin to accrue progressively up until it reaches 10 days at the conclusion of 12 months' employment. In subsequent years, Personal and/or Carer's Leave will continue to accrue progressively throughout each year.
- 38.6 An Employees entitlement to Personal and/or Carer's Leave accumulates from year to year.
- 38.7 If an Employee's employment is terminated and they are re-engaged by the Employer within a period of 6 months, the Employee's unclaimed sick leave from the previous engagement will continue from the date of re-engagement, unless these days have been notified to the Construction Industry Portable Sick Leave Scheme, in which case they will be available from this scheme.
- 38.8 Personal and/or Carer's Leave shall be paid at the Ordinary Rate applicable under this Agreement at the time that an Employee takes such leave.
- 38.9 Where an Employee is on Annual Leave and a situation arises whereby the Employee may access their Personal and/or Carer's Leave, the Employee will be taken not to be on Annual Leave for that period.
- 38.10 Unpaid carer's leave will be in accordance with the NES.

39 Compassionate Leave

- 39.1 This clause is intended to summarise the NES entitlement. It is not intended to replace or over-ride the NES.
- 39.2 Employees (other than casual Employees) are entitled to two days' paid leave at the Ordinary Rate if a member of their immediate family or household either

dies or has a personal illness or injury that poses a serious threat to their life. Further unpaid leave may be granted by the Employer. The Employee will provide the Employer with substantiating documentation if requested.

39.3 Unpaid compassionate leave will be in accordance with the NES.

40 Community Service Leave (other than Jury Service)

40.1 Employees are entitled to community service leave in accordance with the NES.

41 Jury Service

41.1 Subject to this clause, Employees are entitled to leave and payment for jury service in accordance with the NES.

41.2 An Employee (other than a casual Employee) called for jury service during ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid by the Court and the amount of Ordinary Rate he/she would have received for the ordinary time hours for which the Employee's attendance at the Court was required up to a maximum of 10 days' pay.

41.3 The Employee will provide the Employer with proof of attendance, duration of attendance and amount received in respect thereof.

42 Parental Leave and Dad and Partner Pay

Parental Leave

42.1 Parental Leave shall be in accordance with the NES including that after 12 months of continuous employment, an Employee may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.

Paid Parental Leave

42.2 In addition, if the Employee is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) (**PPL Act**) as the primary carer of the child:

- (a) The Employer will provide 18 weeks' paid parental leave for part of the 52 weeks' of unpaid leave as outlined in **clause 42.1** above; and
- (b) The payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for an 18 week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the *Building and Construction General On-site Award 2010* as varied from time to time applicable to their classification.

42.3 In accordance with section 22 of the Fair Work Act, unpaid leave does not count as continuous service, however, it does not break service.

Dad and Partner Pay

- 42.4 If the Employee is entitled to dad and partner pay under the PPL Act, the Employer will provide 2 weeks' paid leave in accordance with this clause.
- 42.5 The payment will be the equivalent to the difference between the Employee's entitlement to dad and partner pay, for a 2-week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the *Building and Construction General On-site Award 2010* as varied from time to time applicable to their classification.

43 Family and Domestic Violence Leave

- 43.1 For the purposes of this clause, "family and domestic violence" and "family member" are defined in the Award.
- 43.2 Confidentiality
- (a) The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family and domestic violence is kept confidential.
- 43.3 Leave
- (a) An Employee (other than casual Employees) experiencing family and domestic violence will have access to 10 days per year of paid family and domestic violence leave paid at the Employee's minimum weekly wage rate prescribed by clause 19.1(a) of the Award applicable to their classification to attend legal proceedings, counseling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
 - (b) Family and domestic violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day.
 - (c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
 - (d) In addition, the Employer may require the Employee to produce evidence to support the need for family and domestic violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
 - (e) For the avoidance of doubt, family and domestic violence leave does not cumulate from year to year and is not paid out on termination of employment.

44 Picnic Day

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

- (a) The first Monday in December of each year shall be the building industry picnic day, except in Mildura. The second Monday in December shall be the building industry picnic day within an area of 25 kilometres from Mildura;
- (b) All Employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.
- (c) Any Employee required to work on this day shall be paid at the rate of double time and a half; provided that an Employee who attends for work as required on this day shall be paid for not less than four hours work.
- (d) The Employer may require from an Employee evidence of his/her attendance at the picnic and the production of the butt of a ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the Employer payment need not be made unless the evidence is produced. This requirement only applies so long as all Employees remain eligible to obtain a ticket for Picnic Day regardless of whether or not they are a union member.

45 Long Service Leave

- 45.1 Long Service Leave shall be in accordance with and provided by Co-INVEST as described at **clause 20** of this agreement.

PART 7 - EMPLOYEE REPRESENTATION

Clauses 46, 47 and 48 of this Agreement outline the rights for employee representatives and Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented by a Union Delegate, Employee Representative, another representative of their choosing, or not at all.

Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.

46 Representation

- 46.1 The Parties recognise the role of the Employees' on-site 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 first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.
- 46.2 A Union Delegate/Employee Representative shall, upon notification to the Employer, be recognised as an accredited representative of the employees and, if an employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to the Employer employment related matters affecting the employees he/she represents. At all other times the Union Delegate/Employee Representative will perform productive work within his/her range of qualifications and competence. Further, the Union Delegate/Employee Representative shall be allowed reasonable time during working hours to attend to such matters affecting the employees including the right to attend appropriate meetings, Disputes Board hearings, FWC hearings and the like.
- 46.3 The Parties recognise that Union Delegates may be involved in assisting Employees where requested pursuant to the dispute resolution procedure of this Agreement.

47 Union Delegate Rights

- 47.1 Where an Employee has been elected as a Union Delegate, the Employer will recognise the following rights:
- (a) the right to be treated fairly and to perform their role without any discrimination in their employment;
 - (b) For the Union Delegate to represent an Employee when requested in relation to a grievance, dispute or a discussion with a member of the Union;
 - (c) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and

- (d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- (e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and
- (f) the right to represent the interests of members in their workplace to the Union, Employer and industrial tribunals/courts;

47.2 Prior to the Employer making a decision to terminate or transfer a Union Delegate/Employee Representative, the Employer shall notify the Union Delegate/Employee Representative one week in advance of such termination or transfer. Payment in lieu of notice may be made by agreement.

48 Employee Representative Rights

48.1 Where an Employee has been elected as an Employee Representative, the Employer will recognise the following rights:

- (a) the right to be treated fairly and to perform their role without any discrimination in their employment;
- (b) For the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;
- (c) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and
- (d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- (e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and
- (f) the right to represent the interests of employees who request their assistance in their workplace to the Employer and industrial tribunals/courts.

48.2 Prior to the Employer making a decision to terminate or transfer a Union Delegate/Employee Representative, the Employer shall notify the Union Delegate/Employee Representative one week in advance of such termination or transfer. Payment in lieu of notice may be made by agreement.

49 Union Delegate/Employee Representative Facilities

49.1 Union Delegate/Employee Representative Facilities

The Employer shall provide an agreed facility for the use of the Union Delegate/ Employee representative to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate/Employee Representative is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

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

50 Industrial Relations Training Leave

50.1 Union Delegate/Employee Representative shall have access to industrial relations training in accordance with **Appendix E** hereof.

51 Tool Box Meetings

51.1 Tool Box Meetings are regarded as an important part of site based communications. The Employer will develop a program of consultation with its site based Employees around safety, productivity, constructability and methodology.

52 Right of entry

52.1 Recognition of rights

- (a) The Parties acknowledge the regulation of union entry to workplaces under the Fair Work Act and the OHS Act, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The Parties agree that nothing in this clause can deprive any Party of their rights or remedies under the Fair Work Act and OHS Act.
- (b) The Parties recognise that Union officials can enter a site at the express invitation of the Employer for other purposes and that any such invitation may be withdrawn at any time at the discretion of the Employer.
- (c) The Employer will not refuse or unduly delay entry onto a site by Union officials who are entitled to enter the site in accordance with the Fair Work Act and the OHS Act.

52.2 Notice of entry

- (a) When seeking to exercise right of entry pursuant to s.481 of the Fair Work Act, each Union official must provide a duly completed entry notice outlining the nature of the breach (including particulars as required by the Fair Work Act). This notice must be provided in accordance with the Fair Work Act.
- (b) When seeking to exercise statutory rights of entry for the purposes of discussions with Employees under s.484 of the Fair Work Act, each Union official must provide a duly completed entry notice in accordance with the requirements of the relevant legislation including providing 24 hours' written notice before the entry.
- (c) When seeking to exercise entry for workplace health and safety purposes under s.494 of the Act, and the relevant provisions of OH&S Legislation, the Parties will comply with relevant statutory requirements, including those relating to entry notices.

52.3 Permits

- (a) Each Union official exercising statutory entry rights in relation to the Employer must provide the following to the Employer upon request on each occasion they visit site:
 - (i) their Federal right of entry permit; and
 - (ii) if they are exercising a right under the OHS Act, their permit under the OHS Act in addition to their Federal right of entry permit,and carry them with them at all times whilst on site.

52.4 Procedures when entering site

- (a) Each Union official must, prior to entering and while on any site owned, operated or occupied by the Employer:
 - (i) be wearing all suitable personal protection equipment required for that site;
 - (ii) identify themselves, including their full names, on request by the Employer, provided that such requests are not repeated unreasonably;
 - (iii) sign their names in the visitor's book, or any other sign in book at a designated location on site (**Sign In Book**);
 - (iv) have undertaken or agree to undertake the applicable site visitor induction, so as to ensure that they are aware of specific safety requirements at that site at the time of the visit, as required by site management; and
 - (v) comply with all reasonable occupational health and safety requirements that apply to the site.

- (b) When leaving any site owned, operated or occupied by the Employer, Union officials will sign out of the Sign In Book.
- (c) Upon a request made by the Union for a visitor induction for a specific site, the Employer will provide the relevant visitor induction within a reasonable period.

52.5 The Parties recognise the importance and powers of Health and Safety representatives who are elected under the OHS Act, in playing a valuable role in preventing and identifying unsafe conditions and practices, and helping prioritise the rectification of unsafe areas, in respect of the work group they represent.

PART 8 - SAFETY

53 Safety Objectives

- 53.1 The Parties recognise the potentially hazardous nature of the construction industry. To this end, the Parties to the Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework which involves all Parties in protecting Employees' health and safety.
- 53.2 In meeting these objectives, the Parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:
- (a) Measures designed to include the safe operation of plant and equipment;
 - (b) Training issues including specific hazards, health and safety systems, and site induction;
 - (c) Management of occupational health and safety through a comprehensive approach which aims to control hazards at their source, reduce the incidence and costs of occupational injuries and illnesses; and
 - (d) Risk of fatigue
- 53.3 The Employer will comply with all relevant work health and safety legislation, including the OHS Act, workers compensation legislation, regulations, codes of practice and relevant and appropriate Australian and Industry Standards as set out in **Appendix F**.

54 Inductions

- 54.1 Prior to first attending the site, all Employees shall have successfully completed the Basic Site Induction (**Construction Induction Card**) course conducted by a RTO. Employees shall provide proof evidencing same if requested.
- 54.2 All new Employees who have not obtained a Construction Induction Card will be required to undertake an attendance based course within 28 days where reasonably practicable.
- 54.3 In addition, all new Employees of the Employer will be properly informed by Management of:
- (a) The Rights and Obligations of this Agreement including its disputes/grievance resolution procedures;
 - (b) The appropriate issue of work clothing and safety equipment as per this Agreement;
 - (c) Employer Safety Rules and Procedures including relevant legislation;

54.4 Furthermore, all new entrants to a particular project will receive an induction to the particulars and peculiarities of that site. In order to achieve this it is recommended that, all persons performing or supervising work who are new to the site shall be given an explanation of the following by Site Management:

- (a) Site Safety Rules and Procedures including relevant legislation;
- (b) Site-specific matters such as security procedures etc.
- (c) Employees must complete site inductions whilst on-site, during ordinary hours of work.

54.5 The induction presentation and material shall have regard to the language skills of the employee/employer.

55 Health and Safety Representatives

55.1 The Employer and its Employees will comply with Part 7 of the OHS Act – Representation of Employees in relation to the establishment of designated work groups and the election of Health and Safety Representatives.

55.2 The Health and Safety Representative/s shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

55.3 Parties covered by this Agreement recognise the important role of Health and Safety Representatives. The Health and Safety Representatives have a key role in the early intervention in health and safety issues under this Agreement.

55.4 The Health and Safety Representative/s shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

55.5 The Parties acknowledge that the Health and Safety Representative has a right under section 58 of the OHS Act.

56 Health and Safety Representative Meetings

56.1 A Health and Safety Representative will be allowed reasonable paid time during working hours to attend to on the job occupational health and safety matters affecting Employees he/she represents providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within his/her range of qualifications and competencies.

57 Procedure with Dealing with Safety Issues or Incidents

57.1 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 10** of this Agreement.

57.2 Nothing in this Agreement shall take precedence over the OHS Act.

57.3 **Procedure for reporting issues**

- (a) If an Employee wishes to raise a health and safety issue in a workplace, that Employee must report it to the Health and Safety Representative or to the Employer's Site Safety Supervisor or another management representative.
- (b) An Employee may take all steps that are necessary, including leaving the Employee's part of the workplace, to report an issue.
- (c) If the Employer's Site Safety Supervisor identifies a health and safety issue they must report it to the health and safety representative.

57.4 Procedure for resolving issues

As soon as possible after an issue has been reported, the Employer's Site Safety Supervisor or another management representative and the Health and Safety Representative must meet and try to resolve the issue.

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

- (a) whether the hazard or risk can be isolated
- (b) the number and location of Employees affected by it;
- (c) whether appropriate temporary measures are possible or desirable;
- (d) whether environmental monitoring is desirable;
- (e) the time that may elapse before the hazard or risk is permanently corrected;
- (f) who is responsible for performing and overseeing the removal of the hazard or risk.

57.5 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.

57.6 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.

57.7 Direction to cease work

If -

- (a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an Employer; and
- (b) the issue concerns work which involves an immediate threat to the health or safety of any person; and
- (c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in **clause 57.4**.

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.

- 57.8 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.
- 57.9 **Inspector may be requested to attend workplace**
- 57.10 If an issue is not resolved under **clause 57.4**, within a reasonable time, or an issue is the subject of a direction under **clause 57.7** that work is to cease, any of the Parties attempting to resolve the issue may ask the WorkSafe Victoria to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.
- If -
- (a) the inspector issues a prohibition notice; or
 - (b) otherwise determines that there was reasonable cause for Employees to be concerned for their health or safety-
- an Employee who is not assigned suitable alternative work pursuant to **clause 57.8**, and who as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period continues to be entitled to be paid for that period.
- 57.11 **Rectification of Safety Hazard**
- 57.12 Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and Employees sent off site by agreement between Site Managers and any combination of Union Official/s, Health and Safety Committee, those people who remain on site to do rectification work will be paid at the rate of double time for all such work.
- 57.13 This would not be applicable on normal de watering or normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any 'housekeeping' work performed on projects is to be paid at single time rate.
- 58 Site Safety Supervisor**
- 58.1 On every job site, where the Employer is the principal contractor it shall appoint a management representative responsible for safety (**Site Safety Supervisor**). The Employer will ensure the Site Safety Supervisor has the necessary authority to ensure that all safety laws, procedures or Codes of Practice are observed, and that the following Safety Agreement is applied.
- 58.2 The Employer when appointing the person appointed as the Site Safety Supervisor must ensure that person has and maintains the appropriate experience and knowledge of the safety requirements of the work being performed. Other duties may be assigned by the Employer to a Site Safety Supervisor, provided that such duties shall not prevent him/her from exercising his/her duties as a Site Safety Supervisor.
- 59 Safety Committee**

- 59.1 Where a Health and Safety Committee is established on a job in accordance with section 72 of the OHS Act, it shall include the Employer's Site Safety Supervisor and the Health and Safety Representative/s.
- 59.2 The Health and Safety Committee may, by agreement, include additional Workers' Representatives and Employer Representatives of significant sub-contractors.
- 59.3 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.
- 59.4 The Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items.

60 Training for Health and Safety Representatives

- 60.1 All duly elected Health and Safety Representatives shall be allowed to attend training and information sessions subject to the same requirements as those contained in **Appendix E** hereof so that Health and Safety Representatives are kept abreast and fully informed in the provision and maintenance of the highest possible Health and Safety Representatives standards.

61 Personal Protective Equipment

- 61.1 While not being part of any issue of work clothing/equipment supplied (see **clause 24**), the Employer shall be required to provide personal protective equipment (SAA approved) for use, when necessary for the Employee to perform their required duties including:
- (a) ear/hearing protection;
 - (b) gloves; and
 - (c) skin protective cream/sun screen (30+/50+ rating).
- 61.2 In addition, one pair of UV-rated safety glasses or UV-rated clip-ons suitable to overlay prescription spectacles, shall be made available for Employees who are required to work on reflective surfaces such as:
- (a) metal decking;
 - (b) large concrete slabs exposed to sunlight;
 - (c) roofing; and
 - (d) curtain walling.

62 Additional Safety provisions (Heavy Materials, Stand-By Drivers)

62.1 Heavy Materials

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

63 Drug and Alcohol Policy

63.1 The Parties agree to apply the Drug and Alcohol Management Program (as amended from time to time) contained in **Appendix H**.

The Employer may refer an Employee affected by drugs or alcohol to the services provided by Incolink.

64 Safe and Respectful Workplace

64.1 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).

64.2 Accordingly, the Parties agree to the Sexual Harassment principles in **Appendix K**.

64.3 In accordance with those principles the following points will be covered in the Employer's on site induction:

- (a) It is everyone's responsibility to respect women's right to work without having to experience unacceptable behaviour.
- (b) Disrespectful actions and behaviours which express power inequalities between women and men and cause physical, sexual, psychological or economic harm to women are unacceptable on site.
- (c) Unacceptable behaviours that women face in the workplace include:
 - (i) stalking and intimidation;
 - (ii) threats and verbal abuse;
 - (iii) ostracism;
 - (iv) rude gestures and put downs;
 - (v) offensive language and imagery;
 - (vi) sexual innuendo / insinuations;
 - (vii) sexual suggestions and/or unwanted advances; and
 - (viii) sexual assault.
- (d) These behaviours at work present serious OHS risks which may cause significant physical and psychological injury.
- (e) This respect must also be extended to other visitors to the site and members of the public.

PART 9 - AGREEMENT MATTERS

65 Posting of Agreement

- 65.1 To ensure that the Parties are aware of the terms of the Agreement, and to assist in any resolution of a disputes or the avoidance thereof a copy of this Agreement shall be retained by the Employer at all times for ready access by any Employee on a project site or via access to the Employer's intranet, and the Employer will provide a permanent copy for each Union Delegate or Employee representative and Health and Safety Representative on a project site.
- 65.2 The Employer will provide the Employee with an online link to the Agreement accessible via the FWC website.

PART 10 – SITE ISSUES

66 Amenities

- 66.1 The Parties agree that it is the responsibility of the Head Contractor/ Principal/ Occupier of a Site to ensure that the amenities prescribed by the Code of Amenities are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the Employer, the Employer should be allowed reasonable time in which to rectify the problem.
- 66.2 In all instances, the following procedure shall be observed:
- (a) A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc., shall be provided.
 - (b) Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. A reasonable period will be allowed to any Employer alleged to have committed a breach, to comply with all requirements of this clause. While steps are being taken to rectify the issue, there shall be no bans or limitations restricting the Employer's ability to rectify the issue.
- 66.3 Mess/Change Shed Facilities Dimension/Construction Requirements and Construction Sheds.
- (a) All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
 - (b) Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of Employers' equipment, tools and materials.
 - (c) Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
 - (d) Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
 - (e) Adequate facilities are to be provided for warmth and for drying clothes e.g. strip heaters.
 - (f) Provided that 20 or more persons are employed on site at any one time, the Employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.
 - (g) First Aid facilities will be maintained at the highest standard and kept clean at all times.

66.4 Contents

- (a) In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
- (b) In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
- (c) In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
- (d) Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water, tea, milk, coffee and sugar at all meal/rest breaks.
- (e) Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.
- (f) A washable vinyl floor surface in all facilities is to be provided.
- (g) Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc.).
- (h) All facilities are to be cleaned and disinfected twice daily.

66.5 Sanitary Facilities – Construction

- (a) Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials which shall be impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.
- (b) If closets are of single unit construction (only to be used for the formwork process), not contained within a purpose built ablution block, privacy walls which shield the closet/s from outside view shall be installed. (Privacy walls are not required for purpose built ablution blocks eg ATCO huts).
- (c) Where practicable, toilets to be connected to sewerage before commencement of the job.
- (d) Closet/urinal location to be conveniently accessible to Employees, but not so close as to cause a nuisance to those persons.
- (e) Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- (f) Conveniently accessible closets and urinals are to be distributed every 5th floor on multi storey constructions.
- (g) Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

- (h) Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
- (i) Soap and towels are to be supplied.

66.6 Closet / Urinal Requirements

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

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

67 Amenities for females

67.1 At a minimum, the following amenities must be provided on each site for female workers:

- (a) a separate ablution block, change room and closet with sanitary bin and privacy closure must be provided for female use only.
- (b) on any site with less than 10 workers of which two or less are females a separate female portable toilet (with sanitary bin) will be provided solely for the use of the females.
- (c) Upon request, an appropriate private room with a fridge for use as a lactation room.

67.2 In determining the location of the amenities the Employer must consider the most appropriate balance of privacy, safety and security.

67.3 If the female workers and the site management agree that a better alternative is available, then that alternative may be adopted.

67.4 Any site where the anticipated number of workers will be greater than 10 then the amenities for female will include a separate toilet (with sanitary bin) from the commencement of the project.

67.5 Where, as a result of consultation, a need for a feeding room is required then such a room will be provided.


68 Site Issues

68.1 Site Record Keeping

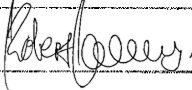

- (a) The Employer will maintain a current record of all Employees and sub-contractors on site.

69 Signatories

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

Name (print): CONSTANTINOS ABUSALEM
Employer: RAIL CRANES AUSTRALIA PTY LTD
Employer Position: DIRECTOR
Address: 42-46 Malcolm Road Braeside VIC 3195
Signature: 
Witness: Adam Elmasri
Date: 07/02/24

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

Name: ROBERT GRAAUWMANS
Position: PRESIDENT
Address: 540 Elizabeth Street, Melbourne, VIC 3000
Signature: 
Witness: 
Date: 07/02/2024

APPENDIX A – Classification

CRANE CREW & TRUCK MOUNTED CRANE CREW (VIC ONLY) – Crane crew classification shall be defined as in clause 3 of the Award.

RIGGER/DOGMAN – Employees employed as Rigger/Dogman and who are not prepared or required to operate cranes.

APPENDIX B – Wage rates

SECTION 1

From 1st Pay Period beginning on/after 1 March 2021

a) The following wages shall be payable for the life of this agreement:

Effective Date	Crane Crew/ Truck Mounted Crane Crew Hourly rate	Crane Crew/ Truck Mounted Crane Crew Weekly rate	Rigger /Dogman Hourly rate	Rigger /Dogman Weekly rate
1 March 2021	\$61.36	\$2208.96 36 hr week	\$58.50	\$2106.00 36 hr week
1 March 2022	\$63.20	\$2275.20 36 hr week	\$60.25	\$2169.00 36 hr week
1 March 2023	\$65.13	\$2344.68 36 hr week	\$62.09	\$2235.24 36 hr week

b) Crane Crew classification shall be defined as in clause 3 of the Award.

c) Rigger/Dogman rates shall only apply to employees that are employed as Rigger/Dogman and who are not prepared or required to operate cranes. If and when the Rigger/Dogman becomes qualified and competent and is prepared to operate cranes as required his/her wage rate shall move to the crane crew classification. For long term employees of the company working as Rigger/Dogman who have been paid crane crew rates shall continue being paid the crane crew rate of pay.

d) Rates for crane crews - Cranes 100T and over

For each additional 50 tonnes lifting capacity over 100 tonnes and up to 1,200 tonnes an additional all purpose amount of \$2.50 per hour shall be paid. This amount is payable to crane crew (as defined in clause 3 of the Award) and any rigger/dogman involved in the setting up and derigging of the crane.

- e) For the purposes of this clause, a crane's tonnage capacity will be determined by reference to the Safe Working Load (SWL) listed on the crane. The tonnage rate will be calculated to the higher 50 tonne increment.

APPENDIX C – Site allowance procedure

1. Site Allowance shall be determined in accordance with this Appendix.
2. It is agreed by the Parties that all new Projects with a Project Value (as defined in clause 2 of the Agreement) of \$5 million and above will be covered by the Site Allowance rates contained in this Appendix.
3. It is agreed by the Parties that the Site Allowance will not be claimed on any Project where the Project Value is below \$5 million. On Projects which do not attract the Site Allowance, Employees are entitled to be paid all relevant Special Rates or Disability Payments under the Award.
4. The Site Allowance shall be paid at the appropriate rate for all paid ordinary and overtime hours. Site Allowances are not payable during a period of paid leave. The Site Allowance compensates Employees for all special factors and/or disabilities on a project and is paid in lieu of the following Special Rates in the Award – Confined Space, Wet Work, Dirty Work, Second-hand Timber and Fumes.
5. Award Special Rates and Disability Payments (other than those outlined above) shall continue to apply in accordance with the Award.
6. The payment of Insulation Allowance shall only be paid to individual Employees who are affected (as defined in the Award) by the use of such materials.
7. The Site Allowance and other Award Special Rates form part of Ordinary Time Earnings as defined in clause 2 of this Agreement.

Determining Site Allowance

8. Where the Union on behalf of Employees, requests an employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined by reference to:
 - 8.1. The terms of this Appendix; or
 - 8.2. By determination of the Victorian Building Industry Disputes Panel in accordance with this Appendix.

Site Allowance rates

9. The appropriate Site Allowance shall be based on the Total Project Value, as defined in clause 2 of this Agreement
 - 9.1. Site Allowance rates for the City of Melbourne.

The following rates apply to sites in the City of Melbourne as defined by clause 18 of this Appendix:

New Projects

Projects \$5 million to \$250 million	\$4.35 per hour
Projects with values in excess of \$250 million	See applicable rates at 9.2 below

Renovations, Restorations and/or Refurbishments

Projects \$5 million to \$250 million	\$3.75 per hour
Projects with values in excess of \$250 million	See applicable rates at 9.2 below

Where Projects are a combination of new work and renovation, restoration and/or refurbishment work, the New Projects allowance will be paid where the value of that new work is more than 33% of the Total Project Value.

9.2. Site allowance rates for Victoria

Above \$5 m but less than \$30 m	\$2.50 per hour
\$30 m but less than \$50 m	\$3.00 per hour
\$50 m but less than \$100 m	\$3.50 per hour
\$100 m but less than \$250 m	\$4.00 per hour
\$250 m but less than \$400 m	\$4.50 per hour
\$400 m but less than \$1 bill	\$5.00 per hour
\$1 bill but less than \$2 bill	\$6.00 per hour
\$2 bill but less than \$3 bill	\$6.50 per hour
\$3 bill but less than \$4 bill	\$7.00 per hour

Any Site Allowance which is in place at the time of this Agreement commencing, and which provides a higher site allowance than that set out in clause 9, will continue to apply until such time as that rate rises above the applicable rates in clause 9 of this Appendix, at which point the higher rate under this Appendix will apply.

10. Site Allowance rates and Project Values during the life of this Agreement will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous June quarter effective as of the 1 October from 2020 onwards.
11. The Site Allowance shall be adjusted to the nearest 5 cents and the Project Value to the nearest \$100,000.

12. Project Specific Site Allowance Rates as at 30 June 2020
 - 12.1. The Site Allowance applicable to the West Gate Tunnel Project shall be \$9.25
 - 12.2. The Site Allowance applicable to the Metro Tunnel Project shall be \$9.55
 - 12.3. The above rates will be adjusted as per clause 10 above.
 - 12.4. The Site Allowance applicable to the North East Link Project shall be:
 - (a) As at 1 March 2022 - \$10.35;
 - (b) As at 1 March 2024 - \$10.75;
 - (c) As at 1 March 2026 - \$11.15;
 - (d) As at 1 March 2028 - \$11.55.

Determination by the Victorian Building Industry Disputes Panel

13. Where the Parties fail to reach Agreement on the Site Allowance rate to apply to a particular site or Project, then such disagreement shall be referred to the Panel for determination.
14. In determining the Site Allowance rate, the Panel shall not deviate from the methods set out in this Appendix, unless there are special and/or exceptional circumstances.
 - 14.1. Special and/or exceptional circumstances may include work on Projects where disabilities that are not accounted for in this Appendix exist. This includes, but is not limited to:

Projects where construction/maintenance work is predominantly being performed by contract metal trades;

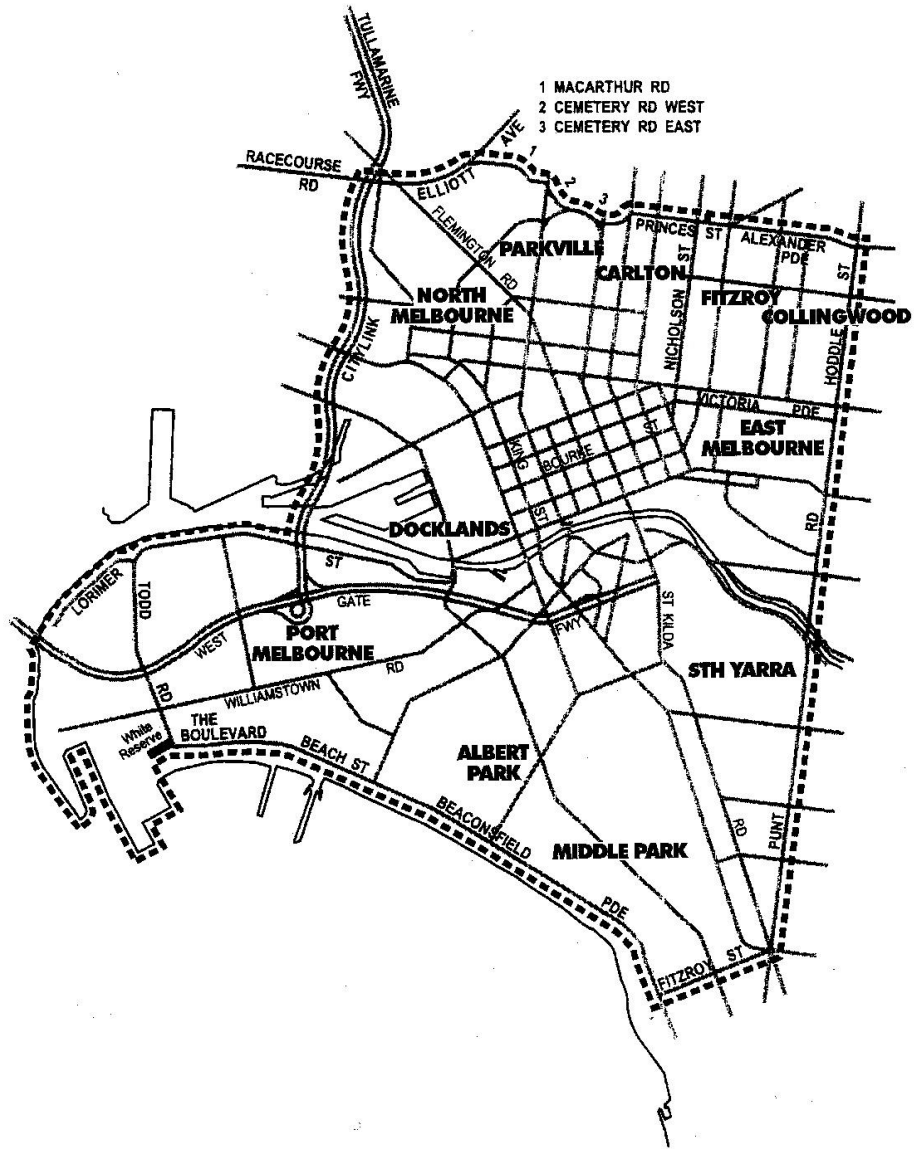
Infrastructure projects with more than a four-billion-dollar Project Value.
 - 14.2. Where the procedures prescribed by this clause are being followed, work shall continue normally. In the event that Employees take industrial action whilst the Panel is determining a Site Allowance under this Appendix, the date of commencement for that Site Allowance shall not be before the date on which the Employees cease industrial action.
15. Any Site Allowance that is determined in accordance with this Appendix is final and binding on the Parties. The Parties agree to comply, and give effect to a determination by the Panel under this Appendix. A failure to do so is a breach of the Agreement.

Shopping Centre and Airport Projects

16. All new construction and extension/refurbishment work at shopping centres, airports, retail strip shops and standalone retail facilities, having a Project Value in excess of \$5 million will attract the then current City of Melbourne Site Allowance.
17. Where the Project is of a mixed purpose, City of Melbourne Site Allowance Rate will apply only where the retail component is at least \$5 million and occupies at least 51% of the area of the Project.

Definition of City of Melbourne

18. For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:
 - 18.1. Commencing at the point where Citylink (at 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 proceed south along Punt Road to St Kilda Junction.
 - 18.2. From 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.
 - 18.3. The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade.
 - 18.4. 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.



WORKING DAY CALENDAR 2022

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

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 15	2 16	3 17	4 18	5 19
6	7 RDO	8	9	10	11	12
13	14	15	16	17	18	19
20	21 RDO	22	23	24	25	26
27	28 37					

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 38	2 39	3 40	4 41	5 42
6	7	8	9	10	11	12
13	14 PH	15 RDO	16	17	18	19
20	21	22	23	24	25	26
27	28 RDO	29 58	30 59	31 60		

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 61	2 62
3	4 63	5 64	6 65	7 66	8 67	9 68
10	11 69	12 70	13 71	14 72	15 PH	16
17	18 PH	19 RDO	20 RDO	21 AL	22 RDO	23
24	25 PH	26 73	27 74	28 75	29 76	30 77

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 78	3 79	4 80	5 81	6 82	7 83
8	9 RDO	10	11	12	13	14
15	16 89	17 90	18 91	19 92	20 93	21 94
22	23 RDO	24 95	25 96	26 97	27 98	28 99
29	30 100	31 101				

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 102	2 103	3 104	4 105
5	6 106	7 107	8 108	9 109	10 110	11
12	13 PH	14 RDO	15	16	17	18
19	20 115	21 116	22 117	23 118	24 119	25 120
26	27 RDO	28 121	29 122	30 123		

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 124	2 125
3	4 126	5 127	6 128	7 129	8 130	9 131
10	11 RDO	12 132	13 133	14 134	15 135	16 136
17	18 137	19 138	20 139	21 140	22 141	23 142
24	25 RDO	26 143	27 144	28 145	29 146	30 147

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 148	2 149	3 150	4 151	5 152	6 153
7	8 RDO	9	10	11	12	13
14	15 159	16 160	17 161	18 162	19 163	20 164
21	22 RDO	23 165	24 166	25 167	26 168	27 169
28	29 170	30 171	31 172			

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 173	2 174	3 175
4	5 176	6 177	7 178	8 179	9 180	10 181
11	12 RDO	13	14	15	16	17
18	19 187	20 188	21 189	22 190	23 PH	24
25	26 RDO	27 191	28 192	29 193	30 194	

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 RDO					1 195
2	3 RDO	4 196	5 197	6 198	7 199	8 200
9	10 201	11 202	12 203	13 204	14 205	15 206
16	17 RDO	18 207	19 208	20 209	21 210	22 211
23	24 212	25 213	26 214	27 215	28 216	29

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 PH	2 RDO	3 217	4 218	5 219
6	7 220	8 221	9 222	10 223	11 224	12 225
13	14 RDO	15 226	16 227	17 228	18 229	19 230
20	21 231	22 232	23 233	24 234	25 235	26 236
27	28 237	29 238	30 239			

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 240	2 241	3 242
4	5 PH	6 243	7 244	8 245	9 246	10 247
11	12 248	13 249	14 250	15 251	16 252	17 253
18	19 254	20 255	21 256	22 257	23 RDO	24
25	26 PH	27 PH	28 AL	29 AL	30 AL	31

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Picnic Day

Dated: 03/June/2020

WORKING DAY CALENDAR 2023

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

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 16	2 17	3 18	4 19
5	6 RDO	7	8	9	10	11
12	13 25	14 26	15 27	16 28	17 29	18 30
19	20 RDO	21 31	22	23	24	25
26	27 36	28 37				

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 38	2 39	3 40	4 41
5	6 42	7 43	8 44	9 45	10 46	11
12	13 PH	14 RDO	15 47	16 48	17 49	18 50
19	20 51	21 52	22 53	23 54	24 55	25 56
26	27 RDO	28 57	29 58	30 59	31 60	

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30						1 61
2	3 62	4 63	5 64	6 65	7 PH	8
9	10 PH	11 RDO	12 RDO	13 66	14 67	15 68
16	17 69	18 70	19 71	20 72	21 73	22 74
23	24 RDO	25 PH	26 75	27 76	28 77	29 78

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 79	2 80	3 81	4 82	5 83	6 84
7	8 RDO	9 85	10 86	11 87	12 88	13 89
14	15 90	16 91	17 92	18 93	19 94	20 95
21	22 RDO	23 96	24 97	25 98	26 99	27 100
28	29 101	30 102	31 103			

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 104	2 105	3 106
4	5 107	6 108	7 109	8 110	9 111	10
11	12 PH	13 RDO	14 112	15 113	16 114	17 115
18	19 116	20 117	21 118	22 119	23 120	24 121
25	26 RDO	27 122	28 123	29 124	30 125	

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 149					1 126
2	3 127	4 128	5 129	6 130	7 131	8 132
9	10 RDO	11 133	12 134	13 135	14 136	15 137
16	17 138	18 139	19 140	20 141	21 142	22 143
23	24 RDO	25 144	26 145	27 146	28 147	29 148

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 150	2 151	3 152	4 153	5 154
6	7 RDO	8 155	9 156	10 157	11 158	12 159
13	14 160	15 161	16 162	17 163	18 164	19 165
20	21 RDO	22 166	23 167	24 168	25 169	26 170
27	28 171	29 172	30 173	31 174		

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 175	2 176
3	4 RDO	5 177	6 178	7 179	8 180	9 181
10	11 182	12 183	13 184	14 185	15 186	16 187
17	18 RDO	19 188	20 189	21 190	22 191	23 192
24	25 193	26 194	27 195	28 196	29 PH	30

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 RDO	3 197	4 198	5 199	6 200	7 201
8	9 202	10 203	11 204	12 205	13 206	14 207
15	16 RDO	17 208	18 209	19 210	20 211	21 212
22	23 213	24 214	25 215	26 216	27 217	28 218
29	30 219	31 220				

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 221	2 222	3 223	4
5	6 RDO	7 PH	8 RDO	9 224	10 225	11 226
12	13 227	14 228	15 229	16 230	17 231	18 232
19	20 RDO	21 233	22 234	23 235	24 236	25 237
26	27 238	28 239	29 240	30 241		

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 242	2 243
3	4 PD	5 244	6 245	7 246	8 247	9 248
10	11 249	12 250	13 251	14 252	15 253	16 254
17	18 255	19 256	20 257	21 258	22 259	23
24	25 PH	26 PH	27 RDO	28 RDO	29 AL	30

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Pionic Day

Dated: 03/June/2020

WORKING DAY CALENDAR 2025

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

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

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 RDO					1 37
2	3	4	5	6	7	8
9	10 PH	11 RDO	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

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

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

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

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

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

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

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

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

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

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Plinic Day

Dated: 03/June/2020

WORKING DAY CALENDAR 2026

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

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

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 38	3 39	4 40	5 41	6 42	
8	9 PH	10 RDO	11	12	13	
15	16	17	18	19	20	
22	23 RDO	24 53	25 54	26 55	27 56	
29	30 58	31 59				

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 60	2 61	3 PH	4
5	6 PH	7 RDO	8 RDO	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 PH	28 RDO	29	30		

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
31					1 78	2 79
3	4 80	5 81	6 82	7 83	8 84	9 85
10	11 RDO	12	13	14	15	16
17	18 91	19 92	20 93	21 94	22 95	23 96
24	25 RDO	26 97	27 98	28 99	29 100	30 101

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	102	103	104	105	106	
7	8 PH	9 RDO	10	11	12	
14	15	16	17	18	19	
21	22 RDO	23 117	24 118	25 119	26 120	
28	29 122	30 123				

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			124	125	126	127
5	6 RDO	7	8	9	10	11
12	13	14	15	16	17	18
19	20 RDO	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31 RDO					1
						149
2	3 RDO	4	5	6	7	8
9	10	11	12	13	14	15
16	17 RDO	18	19	20	21	22
23	24	25	26	27	28	29

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
		172	173	174	175	
6	7	8	9	10	11	
13	14 RDO	15	16	17	18	
20	21	22	23	24	25	
27	28 RDO	29	30			

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
				194	195	196
4	5	6	7	8	9	10
11	12 RDO	13	14	15	16	17
18	19	20	21	22	23	24
25	26 RDO	27	28	29	30	31

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

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
		239	240	241	242	
6	7 PH	8	9	10	11	
13	14	15	16	17	18	
20	21	22	23 RDO	24 AL	25 PH	
27	28 PH	29 AL	30 AL	31 AL		

PH = Public Holiday
 RDOs = Scheduled Rostered Day Off
 AL = Annual Leave
 PD = Pronic Day

Dated: 03/June/2020

APPENDIX E – Training leave for workplace representatives

Part A – Industrial Relations Training Leave

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

- (a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited Union Delegate/Employee representative shall, upon application in writing to the Employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses approved by the Employer.
- i. Such courses shall be designed and structured with the objective of promoting good industrial relations within the Employer.
- ii. Consultation may take place between the Parties in the furtherance of this objective.
- (b) For the purposes of this clause an “*accredited Union Delegate/Employee representative*” shall mean an employee recognised by the employer in accordance with **clause 46** of this Agreement.
- (c) The following scale shall apply:

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

- (d) The application for leave shall be given to the Employer at least 4 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
 - i. The name of the employee seeking the leave;
 - ii. The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - iii. The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (e) The Employer shall advise the training provider within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- (f) The time of taking leave shall be arranged so as to minimize any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- (g) The Employer shall not be liable for any additional expenses with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- (h) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessional leave.
- (i) An employee on request by the Employer shall 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.
- (j) Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of clause 39 of the Award.
- (k) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (l) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of this Agreement.

Part B – Health and Safety Training Leave

The Parties acknowledge that for Health and Safety Representatives to effectively undertake their duties they should have the appropriate level of training. The Employer recognises that a Health and Safety Representative who is well trained in matters including their rights, obligations and responsibilities under the *Occupational Health and Safety Act 2004 (Vic)* (**OHS Act**) will assist in promoting a safe working environment at the workplace. To that end the following leave provisions apply.

- (a) Subject to all qualifications in this clause, an Employee appointed or elected as an elected Health and Safety Representative shall, upon application in writing to the Employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses approved by the Employer.
- i. Such courses shall be designed and structured with the objective of promoting good safety practices.
 - ii. Consultation may take place between the Parties in the furtherance of this objective.
- (b) For the purposes of this Part B, a “*health and safety representative*” shall mean “a member of a designated work group elected to represent the designated work group on matter relating to occupational health and safety” and/or an Employee recognised by the Employer in accordance with **clause 55** of this Agreement.
- (c) In addition to this entitlement HSRs are entitled to request an additional two days training for the purposes of improving their skills and capabilities for mental health and wellbeing initiatives, and/or the prevention of bullying, discrimination and harassment in the workplace. Such a request will not be unreasonably refused.
- (d) The following scale shall apply:

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

- (e) Any application for leave under this Part B shall be given to the Employer at least 4 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
- i. The name of the Health and Safety Representative seeking the leave;
 - ii. The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - iii. The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (f) The Employer shall advise the Employee and the training provider within 7 clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- (g) The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.
- (h) The Employer shall not be liable for any additional expenses associated with an Employee's attendance at training under this Part B other than the payment of ordinary time earnings for such leave. For the purposes of this Part B, "ordinary time earnings" shall be defined as the relevant Agreement classification rate including shift work loadings where relevant plus the Site Allowance where applicable.
- (i) Leave granted in accordance with this Part B will not result in additional payment for alternative time off to the extent that the training attended coincides with an Employee's RDO or with any concessional leave.
- (j) On request by the Employer, an Employee shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for the leave from the next week's pay or from any other moneys due to the Employee.
- (k) Where an Employee is entitled to Personal/Carer's Leave or Sick Leave during a period of leave pursuant to this Part B, proof of attendance at the course is not required for that period and the Employee shall instead receive Personal/Carer's or Sick Leave.
- (l) Any leave of absence granted pursuant to this clause shall count as service for all purposes of the Award and this Agreement.

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

APPENDIX F – Occupational Health and Safety

REGIONAL WHSE MANAGEMENT RESOURCE REFERENCES

A

Accident Compensation

Workplace Injury Rehabilitation and Compensation Act 2013

Amenities

Compliance Code – Workplace Amenities and Work Environment

Compliance Code – Facilities in Construction

Asbestos

OHS Regulations 2017

Compliance Code: [Managing asbestos in workplaces](#) 2019

Compliance Code: [Removing asbestos in workplaces](#) 2019

National Asbestos Code of Practice and Guidance Notes NOHSC: 2002, 3002 & 3003

B

Balustrades

AS1288: Glass in Buildings

BCA

Blockwork

AS 2699: Built in components for masonry construction

Bridge Construction

Industry Standard – Construction and erection of bridge beams

C

Construction Regulations 2017

Catwalks

AS 3860: Fixed guideway people movers

Chains

AS 3775: Chain Slings – Grade T

AS 2550: Cranes Safe Use

Communication

Compliance code: Communicating occupational health and safety across languages

Concrete Pumping

AS 2550.15 Cranes – Safe Use (part 15 Concrete Pumps)

AS 4041 Pressure piping

AS 2452.3 Non-destructive testing – determination thickness – use of ultrasonic testing

AS 3920.1 Assurance of product quality – Pressure equipment manufacture

AS 4343 Pressure equipment – hazard levels

Industry Standard – Concrete cutting and drilling

Industry Standard- Concrete pumping

Confined Spaces

OHS Regulations 2017

Compliance code: Confined spaces.

AS 2865: Safe working in a confined space

Contaminated Soil

Industry Standard – Contaminated Construction Sites

Cranes

OHS Regulations 2017 (Plant)

AS 2550 Cranes – Safe use parts 1- 16

AS 1418.14: Requirements for Cranes subject to arduous working conditions

AS 1418.1: Cranes (including hoists and winches) General requirements

Crystalline Silica

Compliance code: Crystalline silica – engineered stone.

OHS Regulations (Crystalline Silica 2019)

D

Dangerous Goods

Dangerous Goods Act

OHS Regulations (Dangerous Goods)

National Standard for the Storage and Handling of Workplace Dangerous Goods
[NOHSC: 1015 (2001)]

National Code of Practice for the Storage and Handling of Dangerous Goods [NOHSC:
2017 (2001)]

Demolition

Compliance code: Demolition

AS 2601: The Demolition of structures

E

Earth Moving Plant

AS 1418.8: Cranes, Hoists and Winches – Part 8: Special purpose appliances

AS 4772: Earth-moving machinery – Quickhitches for excavators and backhoe loaders

AS 2294: Protective structures for operators of earth moving equipment

Electrical

AS 2067 Substations and high voltage installations

AS 3000 Electrical installations (known as Australian wiring rules)

AS 3012 Electrical installations on construction and demolition sites

AS 2293.1: Emergency escape lighting and exit signs for buildings

AS/NZS 4636: Safe working on low-voltage electrical equipment

AS 3760: In Service Safety Inspection and Testing of Electrical Equipment

AS 3105: Approval and test specification- Electrical portable outlet devices

Industry Standard – Electrical Installation on Construction Sites

Elevated Work Platforms

AS 2550: Cranes (part 10 EWP)

AS 1418:10 Elevated Work Platforms

Emergencies

AS 3745: Emergency control organisation and procedures for buildings

AS 2293.1: Emergency evacuation lighting for buildings

AS 2444: Portable Fire Extinguishers and Fire blankets

Escalators

AS 1735: Lifts, escalators and moving walks

Excavations

Compliance code: Excavation.

F

First Aid

Compliance code: First aid in the workplace

AS 2675 Portable first aid kit for use by consumers

Formwork

Victoria Code of Practice Prevention of Falls in General Construction 2004

Victoria Construction – Basic Formwork and Concreting Checklist for Builders and Building Trades Contractors

AS 3610 Formwork for concrete

AS Visually stress – graded hardwood for structural purposes

AS 2269 Plywood Structural

AS 1170 Minimum design loads on structures

G

Gantries

Gantry Protection – Building Code of Australia BP 1.1 & BP 1.2

Gantry Protection - Code of Practice, City of Melbourne and/or local council

H

Hazard Substances

OHS Regulations 2017

Compliance code: Hazardous Substances

Health and Safety at Work

AS 1470: Health and safety at work - Principles and practices

Hoists

AS 1418.1: Cranes (including hoists and winches) General requirements

AS 2550.7: Cranes—Safe use Part 7: Builders' hoists and associated equipment

I

Issue Resolution

OHS Regulations 2017

L

Ladders

AS 1892- Portable Ladders

Lasers

AS 2397 – A guide to safe use of lasers in the building and construction industry

Lifts

AS 4431 Guidelines for Safe Working on New Lift Installation in New Construction (for false cars)

AS 1735 Lifts, escalators and moving walks

Lifting Equipment: Slings, shackles, chains, chain block & tackles

AS 1353.2: Flat synthetic-webbing slings - Care and use

AS 1380.2: Fibre Rope slings - Care and use

AS 1418.1: Cranes, hoists and winches Part 1: General requirements

AS 1666.2: Fibre Rope slings - Care and use

AS 2550.1: Cranes, hoists and winches - Safe use General requirements

AS 2741: Shackles

AS 4497.2: Roundslings - Synthetic fibre

Lifting Equipment – Bins, cages, kibbles, lifting devices, winches,

AS 1418.1: Cranes, hoists and winches Part 1: General requirements

AS 1418.2: Cranes (including hoists and winches), Part 2: Serial hoists and winches

AS 1418.17: Cranes (including hoists and winches) Part 17: Design and construction of workboxes

AS 2550.1: Cranes, hoists and winches - Safe use General requirements

AS 3775.2: Chain slings for lifting purposes - Grade T(80) and V(100) Care and use

Lighting

AS 1680 Interior lighting

AS 2293.1: Emergency evacuation lighting for buildings

Industry Standard – Electrical Installation on Construction Sites

M

Manual Handling

OHS Regulations 2017

Compliance code: Hazardous Manual Handling

National Standard for Manual Tasks

National Code of Practice for the Prevention of Musculoskeletal Disorders from Performing Manual Tasks at Work (2007)

Mast Climbing Work Platforms

AS2550.16: Mast climbing work platforms

N

Noise

OHS Regulations (Noise) 2017

Compliance code: Noise

AS 2436: Guide to noise control on construction, maintenance and demolition sites

National Code of Practice for Noise Management and Protection of Hearing at Work - 3rd Edition

O

Occupational Health and Safety Legislation

Occupational Health and Safety Act 2004 (Vic)

Occupational Health and Safety Regulations 2017 (Vic)

OHS Management Systems

ISO 45001: Workplace Health and Safety Management Systems—Requirements with Guidance for use Workplace

P

Personnel Protective Equipment

AS 4501.2 – Occupational protective clothing and general requirements

AS 1800 Occupational protective helmets – election care and use

AS 1336 Recommended practices for occupational eye protection

AS 1337:1992 Eye protection for industrial applications

AS 1558: Protective clothing for welders

AS 1715: Selection use and maintenance of respiratory protective devices

AS 2210: Occupational protective footwear

AS 2161.1: Occupational protective gloves selection, use and maintenance

AS 4602: High visibility safety garments

Piling

Piling work and foundation engineering sites: A guide to managing safety

AS 2111:15 Textile floor coverings – test and measurements

Plant

OHS Regulations (Plant)

Compliance code: Plant

AS 4024.1:2006 Safety of machinery

Plumbing

AS 3500: Plumbing and Drainage

AS 1432: Copper tubes for plumbing, gas fitting and drainage application

AS 2642: Polybutylene plumbing pipe system

AS 3497:1998 Drinking water treatment units

AS 3498: Authorisation requirements for plumbing products water heaters and hot water storage tank

Precast Concrete Panels

Victoria Industry Standard – Pre cast and Tilt Up Concrete for Buildings

AS 3850: Tilt Up concrete construction

AS 3600: Concrete structures

National Code of Practice for Precast Tilt-Up and Concrete Elements in Building Construction

S

Scaffolding

AS 1576 Scaffolding general requirements

AS/NZS 1576.2: Scaffolding Couplers and accessories

AS/NZS 1576.3: Scaffolding - Part 3: Prefabricated and tube-and-coupler scaffolding

AS 4576 Guidelines for scaffolding

Structural Steel Erection

Safe erection of structural steel for buildings: Industry standard

AS 3828 Guidelines for the erection of building steelwork

AS 1170.2 Minimum Design Loads on structures, part 2: Wind Loads

AS 1554 Structural Steel Welding

T

Traffic Management

AS 1742.3: Manual of uniform traffic control devices

AS 3845:1999 Road Safety Barrier Systems

Telescopic Handler

AS 1418.19: Cranes, hoists and winches - Telescopic handlers

AS 2550.19: Cranes, hoists and winches - Safe use - Telescopic handler

W

Welding

AS 1674 – Cutting and Welding

Working at Heights

OHS (Prevention of Falls) Regulations 2017

AS 1576 Scaffolding general requirements

AS 4576 Guidelines for scaffolding

AS/NZS 4994.3 Temporary edge protection

AS 4626 Industrial fall arrest devices

AS 2626 Industrial safety belts and harnesses

AS 1891 Industrial fall arrest systems and devices

National Code of Practice for the Prevention of Falls in General Construction

APPENDIX H – Drug and Alcohol Management Program

1.0 PROJECT DRUG & ALCOHOL MANAGEMENT PROGRAM (DAMP) PROCESS

- 1.1 Context**
- 1.2 Revision Status**
- 1.3 Controlled Document Distribution Status**
- 1.4 Definitions**
- 1.5 Confidentiality**

2.0 DUTY OF CARE AND RESPONSIBILITY

- 2.1 Employers**
- 2.2 Management of test results**
- 2.3 Project Manager**
- 2.4 [Insert Company] Health, Safety & Environmental Manager**
- 2.5 Supervisors/Line Managers**
- 2.6 Health & Safety Committee**
- 2.7 Workers & Other Persons**

3.0 EDUCATION & COMMUNICATION

- 3.1 Initial Training**
- 3.2 Accredited Training**
- 3.3 D&A Officer**
- 3.4 Inductions**
- 3.5 Distribution of Information**
- 3.6 Additional Information**
- 3.7 Medical conditions that may affect Fitness for Duty**

4.0 SUPPORT

- 4.1 Available support**
- 4.2 Employee Assistance Provider (EAP)**

5.0 REGULAR TESTING

- 5.1 Selection Process**
- 5.2 Testing Process**

6.0 DRUG & ALCOHOL TESTING (1ST STEP)

- 6.1 Principle**
- 6.2 Self-Testing**
- 6.3 For Cause Testing**
- 6.4 Reasonable Concern Testing**
- 7.0 TESTING PROCEDURE (2ND STEP)**
- 7.1 Self-Testing**
- 7.2 For Cause or Reasonable Concern testing procedure**
- 8.0 TESTING METHODS FOR DRUGS & ALCOHOL**
- 8.1 Alcohol Testing Method**
- 8.2 Drug Testing Method**
- 9.0 TESTING RESULTS**
- 9.1 Principle**
- 9.2 Drug Testing**
- 10.0 CONSEQUENCES**
- 10.1 Self-Testing**
- 10.2 Alcohol Test**
- 10.3 Drug Testing**
- 10.4 Refusal to Test**
- 10.5 Disciplinary Action**
- 10.6 Self-Declaration**
- 11.0 CONFIDENTIALITY**
- 11.1 Confidentiality of Information**
- 11.2 Confidentiality of Results**
- 11.3 [Insert Company]'s Duties**
- 11.4 Release of Information**
- 12.0 CONSULTATION**
- 12.1 Amendments to DAMP**
- 12.2 Aim 15**
- APPENDIX A - OBSERVABLE IMPAIRMENT ASSESSMENT CHECKLIST**
- APPENDIX B – DRUG & ALCOHOL COUNSELLING ADVICE**
- APPENDIX C – TEST TARGET CONCENTRATIONS**
- APPENDIX D – EXAMPLE DRUG TESTING CONSENT AND CHAIN OF CUSTODY FORM**

1.0 PROJECT DRUG & ALCOHOL MANAGEMENT PROGRAM (DAMP) PROCESS

1.1 Context

This process describes the Drug and Alcohol Management Program (DAMP) within nominated [Insert Company] workplaces in Victoria.

This process applies to all workers, contractors and visitors, and on all nominated projects. Contractors will be required to comply with the requirements in this DAMP as per the contractual agreement. Where [Insert Company] is involved in an alliance or joint venture, this process is to be maintained as a minimum requirement.

The purpose of this process is to manage alcohol and other drugs and their effects on workers' fitness for work whilst performing duties or attending the workplace. This process ensures that [Insert Company] 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 Company] projects:

- Alcohol;
- Opiates;
- THC (marijuana or cannabis);
- Cocaine;
- Benzodiazepines;
- Amphetamine; and
- Methamphetamine.

1.2 Revision Status

Revisions to this Management Plan will be made as required to reflect the current site conditions and to ensure the 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

1.3 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	Organization

Date	Name of Recipient	Organization
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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 millilitres of blood and recorded as a percentage i.e. 0.00%.

Benzodiazepine is medications that are frequently prescribed for the symptomatic treatment of anxiety and sleep disorders.

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, Benzoylcegonine 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 in excess of 0.00 grams per 100 milliliters (0.00%) of alcohol;

Secondary test conducted at an accredited laboratory for drugs in excess of the levels contained in AS 4760:2006, performed at an accredited laboratory. Note: Benzodiazepine level¹ to be provided by the prescribed testing laboratory.

A confirmed positive result as described above is a fail.

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.

Employee Assistance Program (EAP) provides assistance to [Insert Company] workers and their families.

Fit for Work means a person who has a BAC of 0.00% and tests negative for the list of substances noted in Appendix C of this document.

For Cause Testing is drug and alcohol testing which may be carried out for any of these scenarios:

An individual or group of individuals' fitness for work may have been a contributing factor in an incident. There is a direct observation or indication of impairment or unusual behaviour or actions by the individual.

Evidence or reason to believe the individual is involved with the use of alcohol or other drugs while at work.

Where safety precautions or processes may have been breached by the individual.

H&S means health and safety.

¹ Benzodiazepine concentrations are to be confirmed with [Insert Company]'s chosen Drug & Alcohol testing provider.

Health and Safety Committee is defined as per *Victorian Occupational Health and Safety Act 2004*.

Health and Safety Representative (HSR) means a Health and Safety Representative for a designated work group who has been elected in accordance with *Victorian Occupational Health and Safety Act 2004*.

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 4760:2006. The Initial Screening Test provides a “negative” or “non-negative” result. 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 [Insert Company].

Non-Negative 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.

OHS Act means *Victorian Occupational Health and Safety Act 2004*.

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 HSE Manager to conduct drug and alcohol sampling of the workers at the workplace. This person may be an independent person or employed by [Insert Company].

THC refers to tetrahydrocannabinol, also known as marijuana or cannabis.

Worker means:

- a worker (including salaried, staff and managerial personnel), or
- a contractor or subcontractor, or
- a worker of a contractor or subcontractor, or
- a worker of a labour hire company who has been assigned to work in the person’s business or undertaking, or
- an outworker, or
- a trainee, or
- a student gaining work experience, or
- a volunteer, or
- a visitor, or
- 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 [Insert Company]. A workplace includes, but is not limited to:

- site/project office
- plant and laydown yards
- car parks
- sheds and rooms
- amenities
- working locations
- shipping containers and site safes
- company vehicles

This process applies not only to [Insert Company]'s sites, but also on any other site that workers are acting as representatives of the company.

1.2 Confidentiality

All information gathered as a result of alcohol and other drug testing is collected for the purpose of implementing this process.

[Insert Company] 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.

2.0 DUTY OF CARE AND RESPONSIBILITY

Under this process the duty of care, responsibilities and obligations of [Insert Company], the workers, contractors and others at the workplace are derived from obligations under the *Victorian Occupational Health and Safety Act 2004* 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 is reasonably practicable:

- Safe systems of work
- A safe work environment
- Safe use of plant, structures and substances
- Facilities for the welfare of the workers are adequate
- Notification and recording of workplace incidents
- Adequate information, training, instruction and supervision is given
- Compliance with the requirements under the Occupational Health and Safety Regulation 2007
- Effective systems are in place for monitoring the health of workers and workplace conditions.

2.2 Management of test results

The Health, Safety & Environmental (HSE) 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, [Insert Company] 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 test results could be forwarded to [Insert Company] which will then inform the Subcontractor line manager of the confirmatory result for each employee.

2.3 Project Manager

The Project/Construction Workplace (P/CW) Manager is responsible for ensuring, so far as is reasonably practicable, adequate resources are allocated for the implementation, education, training and support of this process. The P/CW must also ensure this process is applied fairly and consistently.

2.4 Health, Safety & Environmental Manager

The Health, Safety & Environmental (HSE) Manager is responsible for ensuring this process remains current, is readily available and is applied in the way it was intended. The HSE Manager must also ensure, so far as is reasonably practicable, that all the workers know and understand the Drug and Alcohol Management Program (DAMP).

2.5 Supervisors/Line Managers

Supervisors/Line Managers must ensure, so far as is reasonably practicable, that all individuals in their area of responsibility understand and comply with the requirements of this process and ensure 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 P/CW Manager for further investigation or action, as applicable.

2.6 Health & Safety Committee

It is the role of the Health and Safety Committee to assist with consultation between [Insert Company] and the workers in instigating, developing and carrying out measures designed to ensure the health and safety of the workers at work.

2.7 Workers & Other Persons

The *Victorian Occupational Health and Safety Act 2004* requires that a Worker must, while at work:

- Take reasonable care for their own health and safety
- Take reasonable care for the health and safety of other workers who may be affected by the worker's acts or omissions, and
- 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 worker to present 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.

3.0 EDUCATION & COMMUNICATION

3.1 Initial Training

[Insert Company] must provide initial training for each worker covering all of the following matters (e.g. site / inductions, formalized training):

- The health and safety implications of drug and alcohol use.
- Medications which may affect the worker's ability to work safely.

- Medications and other factors which may trigger a non-negative result.
- Recognition of the early indication of drug and alcohol abuse.
- The adverse effects that drugs and alcohol may have on health, and the related risks to safety and the environment.
- Treatment and rehabilitation, including [Insert Company]'s Employee Assistance Program (EAP).
- Resources available for counselling and/or rehabilitation and the procedures for obtaining assistance or referring workers for assistance.
- The contents and requirements of this drug and alcohol clause.
- Levels of drug and alcohol consumption.
- 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

[Insert Company] will provide accredited training for staff and [Insert Company] 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

[Insert Company] shall have at each nominated construction project, a worker who has successfully completed unit HLTPAT005 – *Collect specimens for drugs of abuse testing*, or equivalent. Such worker shall be called the D&A Officer.

3.4 Inductions

The [Insert Company] 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

[Insert Company] shall place printed safety material placed on noticeboards and/or distributed in workplace amenities.

3.6 Additional Information

[Insert Company] 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 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 fitness for Duty, he/she should inform the Supervisor, and a worker representative if he/she so wishes. The individual is not obliged to disclose confidential medical information unless it is relevant to their ability to safely perform his/her role.

If a worker's ability to safely perform 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 the supervisor, and worker representative if he/she so wishes, 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.

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 a medical practitioner confirming & outlining the effects 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 below 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.

4.0 SUPPORT

4.1 Available support

[Insert Company] will make available support to the workers in respect of drug and alcohol issues. This will include:

- allowing access to any Union support programs; and
- Providing access to [Insert Company] Employee Assistance Program (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 Company] and the worker.

5.0 REGULAR TESTING

Regular drug and alcohol testing (for substances as per Appendix C) will be conducted on a monthly basis involving all workers (as defined by clause 1.4 definition) on the project. Testing will be conducted based on the following scales:

- Where there are less than 30 workers on site, a minimum of 10% of the workforce will be tested.
- Where there are 30 to 100 workers on site, a minimum of 5 workers will be tested.
- Where there are greater than 100 workers on site, a minimum of 10 workers will be tested.
- Visitors will be subject to for cause testing only

5.1 Selection Process

Workers will be selected for testing using a random selection process nominated by management following a consultation process in line with *Victorian Occupational Health and Safety Act 2004*.

5.2 Testing Process

[Insert Company] will ensure 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.

6.0 DRUG & ALCOHOL TESTING (1ST STEP)

6.1 Principle

NB: This clause does not limit the random 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.

[Insert Company] shall only request a worker to undertake "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. 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 "for cause" or "reasonable concern" or "self-testing". 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 made available for workers choosing to undertake a self-test for alcohol and/or drugs. The number of workers self-testing should not exceed 10% of the total workforce per month.

6.3 For Cause Testing

[Insert Company] may only request a worker to undertake for cause testing if the following criteria are met:

- The worker has been involved in an accident or incident, or had the potential to, cause:
- Serious and major damage to mobile plant or property; or
- An injury to himself/herself or other individual(s).
- Participation in a relevant and specific Industry focus area when the worker is undertaking High Risk Work as identified by [Insert Company]. Workers will be selected for testing using a random selection process nominated by [Insert Company] management following a consultation process in line with OHS legislation.

6.4 Reasonable Concern Testing

[Insert Company] may only request a worker to undertake reasonable concern testing if the following criteria are met:

An observable phenomena occurs, which is:

- the direct observation of the worker of using, and/or the physical behavioural symptoms of being impaired by, alcohol and/or other drugs; and/or
- unusual and/or inexplicable actions by the worker;
- There is evidence that the worker is involved in the use or possession of alcohol and/or other drugs while working; or
- The worker has breached safety provisions or procedures.

7.0 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:

- [Insert Company] will provide workers with private and confidential facilities and equipment to self-test for alcohol and/or drugs on a "without prejudice" basis before starting work.

- The worker who seeks to self-test for alcohol shall do so in accordance with the relevant testing method below.
- The worker, who seeks to self-test for drugs, shall advise the D&A Officer of this.
- 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 Company] 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:

- [Insert Company] shall advise the worker of the factual foundation which has satisfied the relevant pre-conditions for testing;
- [Insert Company] may request the worker to undertake an Observable Impairment Assessment (see Appendix A).
- If the worker refuses to undertake the Observable Impairment Assessment (Appendix A), then the refusal clause shall apply.
- If the worker agrees, then the 'Observable Assessment Checklist' is undertaken and completed in accordance with Appendix A.
- If deemed to be impaired, the worker is to be tested in accordance with the Testing Methods clause.
- If not impaired, the worker shall return to work and all records shall be destroyed.

8.0 TESTING METHODS FOR DRUGS & ALCOHOL

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.

8.2 Drug Testing Method

Drug testing may only be done by oral fluid testing. The [Insert Company] DAMP requires that the following substances are tested for:

- Opiates;
- THC;
- Cocaine;
- Benzodiazepines;
- Amphetamine; and
- Methamphetamine.

The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (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 of the chain of custody provisions.

The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

This includes, but is not limited to:

- 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;
- Collectors must be trained and receive a certificate of attainment in accordance with the Australian Quality Training Framework;
- Oral Fluid devices must have the recommended cut-off levels;
- Oral Fluid devices must undergo regular quality control checks including a positive and negative control every 25 tests, and one in 20 negative donor samples must be sent to an appropriately accredited laboratory to confirm a negative result;
- Collectors are required to explain the procedures to each donor, conduct an approved identity check, and have them complete a consent form;
- Collection and performance of the initial test must be performed in the presence of the donor; and
- 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.

9.0 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.

Alcohol Testing

- A worker undertaking any work activities will be considered to have not passed the BAC test if his/her test result indicates a BAC of more than 0.00 mg/ml.

9.2 Drug Testing

- 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.
- [Insert Company] shall only be advised whether the test result is positive or negative for drugs. [Insert Company] will have one central database to record and monitor disciplinary action should a worker have a 1st, 2nd or 3rd infraction. [Insert Company] will inform the relevant Subcontractor line manager of the confirmatory result for each employee. This information should be made available to the EAP provider as agreed by the worker.
- The worker shall receive the full drug test results report (as per AS 4760). Note: Benzodiazepine level to be provided by the prescribed testing laboratory.
- The results shall be provided by confidential email or in a sealed envelope, marked private and confidential from the relevant tester.

10.0 CONSEQUENCES

10.1 Self-Testing

Workers who self-test positive for alcohol and/or drugs shall advise [Insert Company] that they are unfit for work.

All reasonable assistance is to be afforded to ensure the affected worker can make his/her way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor).

Workers who 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 determined drug & alcohol testing

10.2 Alcohol Test

Workers who 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, he/she is 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 his/her 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 take an alcohol test on site with a Drug & Alcohol Officer present. The worker can only return to work if the test result is 0.0. BAC

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. 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 Company] 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):

- [Insert Company], will inform the worker and the worker's chosen representative, 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.
- If the worker still refuses, [Insert Company] 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 him/her to partake in the test. This would be the second request to be tested.

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 his/her 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:

- Required to attend the Support referred to in clause 4;
- Informed of the consequences of testing positive and obligation to present, or remain in a fit state;
- Informed of further disciplinary action and testing requirements should he/she have a confirmed positive result (alcohol or drug) within the next 12 months.
- 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:
- Required to re-attend the Support referred to in clause 4;
- Required to participate in a rehabilitation program as per clause 4;
- Informed of the consequences of testing positive and obligation to present, or remain in a fit state;
- Given a verbal warning with diary entry placed on file; and
- 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 Company]'s disciplinary processes.

A worker who fails to attend EAP sessions or other support sessions may be dismissed under the worker's disciplinary processes.

[Insert Company] will liaise with & provide assistance when required, to Subcontractors in matters relating to their individual EAPs & other support processes.

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 in order for an assessment to be made of the duties he/she are able to perform safely and a drug and alcohol test is to be undertaken as soon as reasonably practicable.

11.0 CONFIDENTIALITY

11.1 Confidentiality of Information

All information gathered as a result 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 [Insert Company]'s Duties

[Insert Company] will adhere to the following:

- Testing will be conducted in a location that maintains the privacy and dignity of the individual.
- Negative (pass) results will be destroyed. Evidence of the tests being conducted will be retained on site.
- Workers who record a non-negative (fail) result will be treated at all times in a respectful and non-judgemental manner by all involved in the management of the matter.
- 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 Company] will only release information to a third party as required by law.

12.0 CONSULTATION

12.1 Amendments to DAMP

If a Party believes that an amendment to the DAMP is required, it shall request and organize a consultation meeting involving [Insert Company], the relevant Union and the Drug & Alcohol Officers if appointed.

12.2 Aim

The attendees shall seek to reach agreement on any proposed amendments.

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:

A [Insert Company] Management Representative who has had training in D&A impairment awareness.

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.

DETAILS:	
Name of Individual being Assessed:	
Date/Time:	
Contact Number:	
Name of Responsible Persons (Management Representative & Worker Representative)	
ASSESSMENT TRIGGER:	
List Behaviour / Actions / Observations noted prior to this assessment:	
PHYSICAL INDICATORS	
INDICATOR	OBSERVED – Yes/No
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	

DETAILS:	
Inability to follow simple instructions	
Nausea / vomiting	

DETAILS:

Reddened or bloodshot eyes	
Jaw Clenching	
Sweating / hot and cold flushes	
EMOTIONAL INDICATORS (Not a basis for reasonable suspicion)	
INDICATOR	OBSERVED – Yes/No
Loss of inhibition	
Aggressive or argumentative behaviour	
Irrational	
Intense moods (sad, happy, angry)	
Quiet and reflective	
Talkative	
Increased confidence	
Appearance or behaviour is out of character'	
BREATH	
Smell of intoxicating liquor:	<input type="checkbox"/> Nil <input type="checkbox"/> Slight <input type="checkbox"/> Strong
Other:	

SKIN		
<input type="checkbox"/> Normal/Pale	<input type="checkbox"/> Excessive Perspiration	<input type="checkbox"/> Flushed
Other:		

OBSERVATION CHECKLIST (CONT):

CLOTHING		
<input type="checkbox"/> Orderly	<input type="checkbox"/> Soiled	<input type="checkbox"/> Disarranged
Other:		

ATTITUDE: (Circle the appropriate description(s))

Co-operative	Evasive	Anxious	Excited	Drowsy
Relaxed	Irritable	Indifferent	Hostile	Cocky
Sedated	Antagonistic	Depressed		

Other:				
--------	--	--	--	--

ACTIONS: (Circle the appropriate description(s))

Fighting	Swearing	Hiccups	Belching	Runny Nose
Talkative	Hallucinations	Crying	Restlessness	Dribbling
Vomiting	Constant Scratching		Unable to follow instructions	

Other:				
--------	--	--	--	--

EYES: (Circle the appropriate description(s))

Normal	Watery	Glazed	Bloodshot	Eyelids Drooping
Pupils Enlarged	Pinpoint Pupils	Rolling Eyes		

OBSERVATION CHECKLIST (CONT):				
Other:				
BREATHING: <i>(Circle the appropriate description(s))</i>				
Normal	Short	Jerky	Rapid	Shallow
Slow				
Other:				
SPEECH: <i>(Circle the appropriate description(s))</i>				
Normal	Incoherent	Slurred	Confused	Fast
Slow				
Other:				
BALANCE: <i>(Circle the appropriate description(s))</i>				
Unsteady	Swaying	Slumping	Falling	
Other:				
MOVEMENT/WALKING: <i>(Circle the appropriate description(s))</i>				
Needs Support when Walking	Sluggish	Staggering/Clumsy	Uncontrolled Muscle Movement / Jerky	Tremors
Other:				
AWARENESS: <i>(Circle the appropriate description(s))</i>				
Identify Colleagues	Day/Date	Time	Place	Recent Events
Other:				
QUESTIONS				
Can you give any reason for your appearance and behaviour as noted above:				

OBSERVATION CHECKLIST (CONT):	
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:	

ASSESSMENT RESULT <i>(Both responsible persons must agree)</i>		
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) agree	Person 1	Person 2

COMMENTS <i>(including mitigating factors noted or explained by the person, emotional factors identified above, further actions to be undertaken may include the following:)</i>	

COMPLETION OF ASSESSMENT	
Name of Person Assessed	
Signature:	Date:
Name of Responsible Person 1	
Signature:	Date:
Name of Responsible Person 2	
Signature:	Date:

APPENDIX B – DRUG & ALCOHOL COUNSELLING ADVICE

Alcoholics Anonymous (AA)

National Tel: 1300 22 22 22

24 hour Helpline: 1300 22 22 22

Australian Drug Foundation (ADF)

Tel: 1300 858 584

www.druginfo@adf.org.au

Directline

Tel: 1800 888 236

www.directline.org.au

Directline is a state-wide alcohol and drug service that provides phone counselling, information and referral.

IncoLink Support Services

1 Pelham Street

Carlton 3053

Tel: 03 9639 3000 and

1300 INCOLINK for non-English speakers

incolink.org.au

Family Drug Help

Tel: 1300 660 068

www.familydrughelp.org.au

Support, information, education, inspiration and encouragement for family members of people who use drugs.

Family Drug Support

Tel: 1300 368 186

www.fds.org

Support for families faced with problematic drug use.

Lifeline

Tel: 13 11 14

www.lifeline.org.au

If you are feeling suicidal or that you just can't cope then call Lifeline.

MATES in Construction

24 hour Helpline: 1300 MIC 111 (1300 642 111)

Narcotics Anonymous

www.na.org.au

What the [Insert Company] Employee Assistance Program (EAP) assists direct employees with:

The [Insert Company] EAP will help you to identify, explore and manage any issues impacting your life, which can include:

- Conflict and communication
- Maximizing performance
- Depression, anxiety and stress
- Relationship and marital problems
- Children or family member concerns
- Grief and bereavement
- Elder care issues
- Addictions
- Career path issues
- Retirement
- Work life balance
- Work stress

By calling the toll free number below you can arrange an appointment in Australia at a convenient time and location.

Tel: 1800 808 374 – Assure Programs

What you need to know...

Where does counselling take place?

It's up to you! [Insert Company] can provide counselling services over the phone or off-site, face to face at one of our national locations.

Who are the counsellors?

All Assure counsellors are highly professional qualified psychologists and social workers, with peak industry body accreditation and experience.

Who pays for the service?

[Insert Company] has an EAP which is free for direct workers and any eligible immediate family members.

How long are EAP Sessions?

Each EAP session lasts about an hour. You will also have access to the new member portal, which has an abundance of wellbeing resources and self-help tools.

Further Information

Further information may be obtained from the HSE and HR Teams.

APPENDIX C – TEST TARGET CONCENTRATIONS

Test cut off concentrations in accordance with Australian Standard AS3547:1997 Breath alcohol devices for personal use and AS 4760:2006 Processes for specimen collection and the detection and quantitation of drugs in oral fluid.

ALCOHOL TESTING THRESHOLD

Alcohol	BAC
Alcohol	0.00%

DRUG TEST THRESHOLDS

From Table 3.1, AS 4760:2006, On-site Initial Test Target Concentrations

Class of Drug	Target Concentration (ng/mL)
Opiates	50
Amphetamine-type stimulants	50
□9 tetrahydrocannabinol (THC)	25
Cocaine and metabolites	50

Note: These targets represent the undiluted oral fluid concentration.

From Table 4.1, AS 4760:2006, Laboratory Immunoassay Initial Test Target Concentrations

Class of Drug	Target Concentration (ng/mL)
Opiates	50
Amphetamine-type stimulants	50
□9 tetrahydrocannabinol (THC)	25
Cocaine and metabolites	50

Note: These targets represent the undiluted oral fluid concentration.

From Table 5.1, AS 4760:2006, 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 analysis 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.

13.0 APPENDIX D – EXAMPLE DRUG TESTING CONSENT AND CHAIN OF CUSTODY FORM

Project	
Schedule agreed by	
Name & Signature	

Project Testing Schedule	
Schedule agreed by	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

APPENDIX I – Living Away From Home Allowance

1.1 Qualification

- (a) An Employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from the Employees' usual place of residence that the employee cannot reasonably return to that place each night under the following conditions:
 - (i) The Employee is not in receipt of relocation benefits.
 - (ii) The Employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
 - (iii) The Employee on being requested by the employer informs the employer, at the time of engagement, that the Employee maintains a separate place of residence from the address recorded on the job application.
- (b) Subject to **clause 1.2** hereof an employee is regarded as bound by the statement of the employees' address and no entitlement shall exist if unknowingly to the employer the employee wilfully and without duress made a false statement in relation to the above.

1.2 Employee's address

- (a) The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:
 - (i) the address of the place of residence at the time of application; and
 - (ii) the address of the separately maintained residence, if applicable.
- (b) Provided however, that the Employer shall not exercise undue influence, for the purpose of avoiding its obligations under the award, in persuading the prospective employee to insert a false address.
- (c) No subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.
- (d) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.
- (e) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.
- (f) Any dispute arising in respect of this clause shall be dealt with in accordance with clause 10 disputes resolution procedure of this Agreement.

- (g) The Employer shall not in any way attempt to influence or persuade an Employee to provide a false address for the purposes of this clause.

1.3 Entitlement

Where an employee qualifies under **clause 1.1** hereof the Employer shall:

- (a) as of the 1 October 2020, pay an allowance of \$1500.00 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$310.00 per day.

Provided that the foregoing allowances shall be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be dealt with in accordance with clause 10 – Disputes resolution procedure of this agreement. In addition, \$53.92 shall be paid for each night the employee is required to be away from home;

- (b) provide the Employee with first class accommodation, including all meals, or reimbursement for the cost of same.
- (c) Employees required to be away from home overnight shall be given EFT advance to assist with out of pocket expenses. This advance must be accounted for on the return to the depot.

1.4 Travelling expenses

An employee who is sent by an employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause shall not be entitled to any of the allowances prescribed by **clause 23.6** of this Agreement for the period occupied in travelling from the employees' usual place of residence to the distant job, but in lieu thereof shall be paid:

- (a) Forward journey
 - (i) The time spent in travelling, at the Ordinary Rate up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
 - (ii) The amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting tools if such is incurred.
 - (iii) Any meals incurred while travelling at the rate of meal allowance as stipulated at **clause 34** of the Agreement.
 - (iv) Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not forthwith return to the employee's place of engagement.
- (b) Return journey

- (i) An employee shall, for the return journey, receive the same time, fares and meal payments as provided in **clause 1.4(a)** hereof, together with an amount of \$21.23 to cover the cost of transport and transporting tools from the main public transport terminal to the employees usual place of residence. Subject to further order this allowance shall not be payable to employees engaged on weekly hire.
 - (ii) Provided that the above return journey payments shall not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.
- (c) **Departure point**
- For the purpose of this clause, travelling time shall be calculated as the time taken for the journey from the Central or Regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

1.5 Daily fares allowance

An employee engaged on a job who qualifies under 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) shall be paid the allowance prescribed by **clause 23.6** of this Agreement.

1.6 Weekend return home

- (a) 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 employers representative, no later than Tuesday of each week, of the employees intention to return to the employees usual place of residence at the weekend and who returns to such usual place of residence for the weekend, shall be paid an allowance of \$35.28 for each occasion.
- (b) **Clause 1.6(a)** hereof shall not apply to an employee who is receiving the payment prescribed in **clause 1.3(a)** hereof in lieu of board and lodging being provided by the employer.

When an employee returns to the employees usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance prescribed in **clause 1.3(a)** hereof shall be made.

1.7 Alternative paid day off procedure

If the employer and the employee so agree in writing, the paid rostered day off as prescribed in **clause 33 - Rostered Days Off** of this agreement, may be taken, and paid for at the end of the project, or on termination whichever comes first.

1.8 Termination

An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

1.9 CPI movements

The amounts prescribed by this clause 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 from 2021 onwards, rounded to the nearest five cents.

**APPENDIX J – Notification Form pursuant to clause 33.8(c) to
Work on Scheduled RDO**

Date: _____

Employer:	
Date of scheduled RDO to be Worked:	
Project Name:	
Project Address:	
Work to be Undertaken:	
Approximate Number of Employees required:	
Union Delegate/ Employee Representative (if applicable)	

Manager Contact Details:

Name:	Email:
Phone:	Fax:

Tick the appropriate box:

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

Reason/s for work on scheduled RDO (as per clause 33 of the Agreement)

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

Explanation of ground/s listed above:

APPENDIX K – Sexual Harassment Principles

Gendered violence causes physical and psychological harm and poses significant risk to the health, safety and wellbeing of the workers. Gendered violence is any behaviour that causes harm to a worker because of their sex, gender or sexual orientation.

1 SEXUAL HARASSMENT

1.1 Purpose

Sexual harassment is unlawful and prohibited by both the *Equal Opportunity Act 2010* (Vic) and the *Sex Discrimination Act 1984* (Cth).

The Parties are committed to providing a safe, flexible and respectful environment for all employees free from all forms of sexual harassment.

1.2 Principles

The principles associated with this provision are that:

- Sexual harassment is unlawful and will not be tolerated in the workplace.
- A single incident can constitute sexual harassment.
- Employees may be personally liable if allegations of sexual harassment are substantiated against them.
- Legal action (civil and/or criminal) may be taken against a person who has engaged in sexual harassment.
- The Parties recognises that comments and behaviour that do not offend one person can offend another. All employees are required to treat others with dignity, courtesy and respect.

1.3 Responsibilities

Employees

All Employees must:

- not engage in sexual harassment;
- participate in any training provided by the Employer;
- treat information in relation to claims of sexual harassment with confidentiality;
- ensure that a person is not victimised for making, or being involved in, a sexual harassment complaint; and
- report any observations of suspected or alleged sexual harassment in accordance with this Policy.

Employer

The Employer will treat all complaints seriously and take prompt and appropriate action to address them in accordance with this Policy.

2 SEXUAL HARASSMENT IN THE WORKPLACE

2.1 What is sexual harassment?

Sexual harassment in the workplace may take various forms and can be directed at, and perpetrated by, all persons including male, female, transgender and gender diverse. It may be physical, spoken or written and may include, but is not limited to unwelcome:

- physical contact of a sexual nature;
- comments or questions of a sexual nature about a person's private life or their appearance;
- sexually suggestive behaviour, such as leering or staring or offensive gestures;
- brushing up against someone, touching, fondling or hugging;
- sexually suggestive comments or jokes;
- displaying offensive screen savers, photos, calendars or objects;
- repeated requests to go out;
- unwanted displays or declarations of affection;
- requests for sex;
- sexually explicit emails, text messages or posts on social networking sites;
- sexual assault, indecent exposure, physical assault and stalking (which are also criminal offences); and
- actions or comments of a sexual nature in a person's presence (even if not directed at that person).

2.2 Threshold

The *Equal Opportunity Act 2010* and the *Sex Discrimination Act 1984* provide that sexual harassment occurs in circumstances in which the conduct is unwelcome and where a reasonable person, having regard to all the circumstances, would have anticipated that the other person would be offended, humiliated or intimidated.

There is no requirement that the unwelcome conduct be repeated; a one-off incident can be sexual harassment. Equally, a broader pattern of behaviour can constitute sexual harassment.

2.3 What is the workplace?

Within the workplace

For the purposes of sexual harassment law, a workplace is any place a person attends for the purpose of carrying out functions in connection with, or in the course of their employment or prospective employment. This includes work performed at your designated site as well as attendance at work related events and functions.

3 REPORTING SEXUAL HARASSMENT

The Parties will not stand for any form of sexual harassment in the workplace. The Parties strongly encourages employees who believe they have been sexually harassed

or have witnessed sexual harassment to consider making an informal or formal complaint.

In cases of sexual assault, employees will be invited to make a report to the police.

3.1 Confidentiality

Disclosures/complaints of sexual harassment will be treated in confidence in order to protect an employee's personal privacy as much as possible.

4 RESPONDING TO SEXUAL HARASSMENT

4.1 Employer's responsibility

If a complaint of sexual harassment is made, or sexual harassment is observed or brought to the attention of the Employer it must be acted upon, as appropriate, as soon as practicable. When considering the report of sexual harassment the complainant and respondent will be:

- treated fairly and respectfully; and
- allowed the opportunity to respond to any allegations made against them before any final decision is made.

4.2 Findings

A substantiated complaint of sexual harassment may result in a number of outcomes against an employee, including termination of employment. Depending on the severity of the case, actions following a finding of sexual harassment can range from an apology to disciplinary action against the person found to have engaged in harassment (such as demotion, transfer or termination of employment).

Each case will be assessed on its own merits.

APPENDIX M – Sham Contracting Compliance Checklist



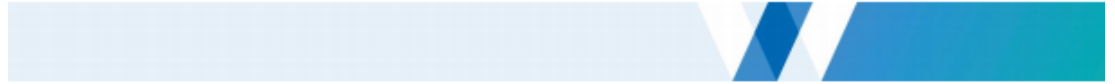
Sham contacting: Compliance checklist

This checklist is provided to help principal contractors and subcontractors make a preliminary self-assessment of their compliance with various laws relating to visas and sham contracting. If the contractor is in doubt about its compliance with any Australian law, it should obtain independent legal advice.

It is best practice for principal contractors to provide this checklist to subcontractors as part of the engagement process each time a contractor is engaged.

Principal contractors should periodically use this checklist to ensure continuing compliance with legal obligations.

A. Sham contracting and visas	Yes	No
1) Does your organisation have policies, procedures, plans or systems in place to help you meet your legal obligations to ensure: <ul style="list-style-type: none"> ▪ workers have a legal right to work in Australia ▪ the avoidance of sham contracting 	<input type="checkbox"/>	<input type="checkbox"/>
<i>For principal contractors only:</i>		
2) Does your organisation: <ul style="list-style-type: none"> ▪ investigate substantial price differences identified in the tender phase, and commit to investigate all pricing to ensure employees and subcontractors are engaged legally ▪ have monitoring and auditing processes set out in management plans and company quality systems ▪ require a statutory declaration for progress payments that demonstrates compliance with relevant legal obligations 	<input type="checkbox"/>	<input type="checkbox"/>
B. Compliance with legal obligations	Yes	No
1) Does your organisation have policies, procedures, plans or systems to ensure compliance with the following legislation: <ul style="list-style-type: none"> ▪ Commonwealth workplace relations legislation (including the Building and Construction Industry (Improving Productivity) Act 2016 (Cth) and where applicable the Code for the Tendering and Performance of Building Work 2016 and the Fair Work Act 2009 (Cth)) 	<input type="checkbox"/>	<input type="checkbox"/>

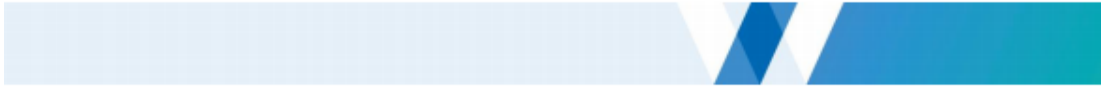


B. Compliance with legal obligations (cont.) Yes No

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> ▪ Long service leave (including the Construction Industry Long Service Leave Act 1997 (Vic) and Long Service Leave Act 2018 (Vic)) ▪ Labour hire laws (including the Labour Hire Licensing Act 2018 (Vic)) ▪ Occupational health and safety (including the Occupational Health and Safety Act 2004 (Vic)) ▪ Workers compensation (including the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)) ▪ Superannuation law (including the Superannuation Guarantee Administration Act 1992 (Cth)) ▪ Immigration law (including the Migration Act 1958 (Cth)) | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> |
|---|--|--|

C. Managing employee entitlements Yes No

- | | | |
|---|--|--|
| <p>1) Does your organisation only employ employees in accordance with an enterprise agreement approved by the Fair Work Commission, modern award or employment contract?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>2) Does your organisation have policies, procedures, plans or systems in place that allow employees to access information about the relevant enterprise agreement or modern award?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>3) In the past 24 months, has your organisation made the following payments relating to minimum wages and employment conditions?</p> <ul style="list-style-type: none"> ▪ wages, including penalty rates, overtime and casual rates ▪ allowances ▪ annual leave ▪ long service leave ▪ superannuation ▪ workers compensation insurance ▪ other lawful payments that are specified in a modern award or enterprise agreement, for example, payments made to redundancy funds | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> |
| <p>4) In the past 24 months, has your organisation been subject to any proceeding or findings against it by a court or tribunal for sham contracting?</p> | <input type="checkbox"/> | <input type="checkbox"/> |



D. Visa compliance

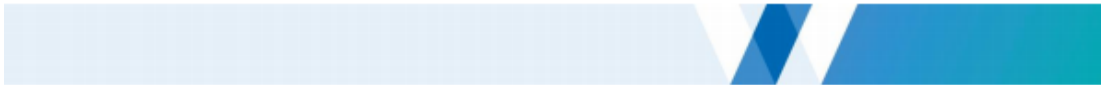
Yes No

- | | | |
|---|--------------------------|--------------------------|
| 1) Does your organisation have policies, procedures, plans or systems in place to ensure compliance with legal obligations when engaging employees who have a working visa? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Does your organisation have the policies, procedures, plans or systems in place to ensure: | <input type="checkbox"/> | <input type="checkbox"/> |
| ▪ Visa Entitlement Verification Online system (VEVO) checks are carried out by recruitment teams before the engagement and induction of all employees | | |
| ▪ commercial contracts contain measures to ensure the obligation for visa compliance is passed down the contractual chain | | |
| ▪ contractual measures are in place to oblige subcontractors to notify the principal contractor of visa non-compliance | | |
| ▪ appropriate compliance training is in place for recruitment teams and hiring managers | | |
| ▪ processes are in place to monitor and audit contractors' management of visa compliance | | |
| ▪ record-keeping and document management systems are in place to store employee visa details | | |
| 3) In the past 24 months, has your organisation been subject to any proceedings or findings against it in respect of a breach of migration laws? | <input type="checkbox"/> | <input type="checkbox"/> |

E. Managing contractors

Yes No

- | | | |
|---|--------------------------|--------------------------|
| 1) If your organisation contracts part or all of its scope of work to a third party, does your organisation ensure that relevant contractual documentation, arrangements or agreements require that party to comply with their legal obligations? | <input type="checkbox"/> | <input type="checkbox"/> |
| For principal contractors only: | | |
| 2) Are your subcontractors required to notify you as the principal contractor of a dispute concerning allegations of sham contracting? | <input type="checkbox"/> | <input type="checkbox"/> |



Statement of non-compliance

If you have answered 'No' to any of the above questions, provide a detailed explanation of the extent of non-compliance and remedial actions that will be taken.

Criteria

A

B

C

D

E

For subcontractors only:

Signed on behalf of _____

Date: