1. Title

This agreement shall be known as the **VICTORIA ASPHALT PTY LTD A.W.U Victoria Asphalt Agreement 2017 to 2021**

2. ARRANGEMENT

The Agreement is arranged as follows:

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</table>
3. APPLICATION AND PARTIES COVERED

The persons covered by this Agreement are:

(a) VICTORIA ASPHALT PTY LTD, (the “employer” or “company”)

(b) All employees of the company principally located at 62 CHIFLEY DRIVE, PRESTON, VICTORIA engaged in any of the classifications set out in Clause 20 to this Agreement.

(c) It is also intended that upon approval of the Agreement by Fair Work Commission, The Australian Workers’ Union (“Union”) will be covered by the Agreement.

The terms of this Agreement shall cover any employee who is temporarily seconded, transferred or requested to travel to other locations, and all employees where the workplace itself is relocated. If the workplace or part of it is relocated from the site referred to above, this Agreement shall apply to such other location.

This Agreement incorporates and is to be interpreted in conjunction with the Asphalt industry award 2010 as varied from time to time. In the event of any inconsistency in respect to rates of pay, conditions, allowances or other matters between the Award and this Agreement, this Agreement will take precedence to the extent of the inconsistency. For matters on which this Agreement is silent or silent in part the relevant clause or clauses of the Award shall apply.

4 DATE AND PERIOD OF OPERATION

This agreement shall operate from the first pay period commencing on or after the date that it is approved by Fair Work Commission and the nominal expiry date of the Agreement shall be 31 August 2021.

5. NATIONAL EMPLOYMENT STANDARDS

Any National Employment Standard that is superior to any provision of this Agreement shall take precedence.

6. NO EXTRA CLAIMS

All parties agree to not pursue any extra claims in relation to the terms of this Agreement until its expiry.

---

Part II - EMPLOYMENT RELATIONSHIP

7 EMPLOYMENT DUTIES

The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling of the employee.
The employer may direct an employee to carry out such duties and use such tools and
equipment as may be required provided that the employee has been properly trained in
the use of such tools and equipment.

Any direction issued by the employer under this clause is to be consistent with the
employer's responsibilities to provide a safe and healthy working environment

**Mobile Phones**

Phones may only be used on site during rest/meal breaks or by agreement with the
company for safety reasons. Company phones are only for company use. Abuse of
phone – cost of excessive personal use will be deducted in next pay period.

**Smoking**

No smoking in truck cabins, cars and areas of no smoking.

**Care of property**

Vehicles must be left clean of rubbish when returned to the depot. Company vehicles
are only for commuter use and work requirements. Abuse will result in disciplinary
action. It is the responsibility of the driver to have the vehicle ready for the next day’s
shift ie fuel/water/oil & unloaded of not needed tools/materials.

8. **EMPLOYMENT CATEGORIES**

8.a **Full-time Employment**

Any employee not specifically engaged as being a permanent part-time or full-time
employee is for all purpose of this Agreement a casual employee, unless specified.

8.b **Part-time employment**

An employee may be engaged to work on a part-time basis involving a regular pattern
of hours which shall average less than 38 hours per week. A part-time employee must be
engaged for a minimum of four consecutive hours a shift.

Before commencing part-time employment, the employee and employer must agree:

(a) upon the hours to be worked by the employee, the days upon which they
will be worked and the commencing and finishing times for the work (the
“ordinary part-time hours”);

(b) upon the classification applying to the work to be performed in accordance
with the classification structure contained within this Agreement.

Except as otherwise provided in this Agreement a part-time employee is
entitled to be paid for the hours agreed upon in accordance with 8.b(6).

The terms of this Agreement may be varied by consent.
The terms of this Agreement or any variation to it will be in writing and retained by the employer. A copy of the agreement and any variation to it will be provided to the employee by the employer.

The provisions of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

**Overtime for part-time employees**

A part-time employee who is required by the employer to work in excess of the ordinary part-time hours, shall be paid overtime in accordance with clause 30 - Overtime.

**Public holidays for part-time employees**

Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 24 – Sundays and Holidays and work is not performed by the employee on that day, such employee will not lose pay for the day. Where the employee works on the holiday, such employee will be paid in accordance with clause 24 – Sundays and Holidays.

**8.c Casual Employment**

A casual employee is one who is specifically engaged by the hour and paid as such for a minimum of 4 hours on each engagement.

A casual employee working ordinary time shall be paid an hourly rate calculated on the basis of one thirty eighth of the weekly wage rate prescribed in clause 18 of this Agreement for the work being performed plus a casual loading of twenty-five percent which allows for annual leave, sick leave, public holidays, redundancy and annual leave loading. The casual loading constitutes part of the employees all purpose rate.

Casual employees who are required to work in excess of or outside the ordinary hours of work shall be paid in accordance with the overtime provision of this Agreement.

**Casual Conditions**

When engaging a person for casual employment the employer must tell the employee then and there:

- that the employee is to be employed as a casual;
- the name of the employer;
- the job to be performed;
- the classification level;
- the actual or likely number of hours required; and
- the relevant rate of pay.

_The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the employer stating:_

_a) the name and address of the employer;_
b) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;

c) the job to be performed and the classification level on which the employee has been or is likely to be engaged;

d) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied; and

e) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

The employer must give such a note to any employee only once.

On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of four hours work.

An “irregular casual employee” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

The following provisions do not apply to irregular casual employees but apply to other employees.

Leave entitlements for employees other than irregular casual employees

Subject to the evidentiary and notice requirements in the leave clauses contained in this Agreement, employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

Casual conversion

A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

Where the employee requests to have their employment converted, the employer will advise the employee in writing, within four weeks of the request, as to whether the employer can consent to the request. Any dispute as to whether such a full-time or part-time position is available will be processed through the dispute resolution procedure.
Where such conversion occurs the details will be recorded in writing. Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be processed through the dispute resolution procedure.

For the purposes of clause 8 an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

9. INDUCTION

The company will hold an induction meeting for any new employee. The induction meeting will be held during normal working hours and the company will pay the employee for attending this meeting.

10 Objectives of Agreement

The company will provide:

- A safe and efficient working environment
- A dynamic structure for the development of our people
- Open and frank communication at all levels.

Through the consultative committee, the process of developing this Agreement, its ratification and implementation, all parties including all employees commit themselves to these above objectives.

Collaboratively we will continue to strive to meet these objectives through an ongoing pursuance of:

(i) Development, implementation and measurement of performance indicators.

(ii) Improvement of productivity.

(iii) Continuous quality improvement in products, service, health, safety and the environment.

(iv) Customer loyalty and satisfaction.

Customer service:
Without customers we have no business. The parties are agreed that customers are the central focus of our business. Our joint aim is to exceed customer expectations through improved service, product knowledge, and innovation to greater customer satisfaction.

(v) Innovation, input and involvement of all employees.

(vi) Working flexibility, multi skilling and personal development.

(vii) Teamwork and team development

(viii) Stimulating and rewarding working environment.
(ix) Greater authority and accountability of work teams.

(x) Simplicity in processes and systems.

11. FLEXIBILITY TERM

The employer and employee may agree to an individual flexibility arrangement (“the arrangement”) to vary the requirement in the annual leave term that up to a maximum of 10 single days of annual leave may be taken.

The arrangement may allow the employer and employee to increase the number of single day annual leave days which may be taken by the employee up to a maximum of 12 single days.

The arrangement must meet the genuine needs of the employer and employee and be genuinely agreed to by the employer and the employee.

The employer must ensure that the arrangement:

- be about a permitted matter under the Fair Work Act if the arrangement were an enterprise agreement; and
- not include a term that would be an unlawful term under the Fair Work Act if the arrangement were an enterprise agreement.

For the avoidance of doubt, this sub-clause does not allow the arrangement to vary the effect of terms of this enterprise agreement other than the requirement in the annual leave term that up to a maximum of 10 single days of annual leave may be taken.

The employer must ensure that the arrangement results in the employee being better off overall than the employee would be if no arrangement was agreed to.

The employer must ensure that the arrangement:

- is in writing;
- includes the name of the employer and employee;
- is signed by the employer and employee and if the employer and employee is under 18 years of age, signed by a parent or guardian of the employee;
- includes details of:
  a. the annual leave term that will be varied by the arrangement;
  b. how the arrangement will vary the effect of the annual leave term; and
  c. how the employee will be better off overall than the employee would be if no arrangement were agreed to; and
- state the date on which the arrangement commences.

The employer must give the employee a copy of the arrangement within 14 days after it is agreed to.

The employer or employee may terminate the arrangement:

- by giving written notice of not more than 28 days; or
- if the employer and employee agree in writing – at any time.
12 TERMINATION OF EMPLOYMENT

Notice of termination by employer

In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

In addition to the above notice employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week’s notice.

Payment in lieu of the prescribed notice must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee’s employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- the employee’s ordinary hours of work (even if not standard hours); and
- the amounts ordinarily payable to the employee in respect of those hours including (for example) allowances, loading and penalties; and
- any other amounts payable under the employee’s contract of employment.

The period of notice in this clause does not apply:

- in the case of dismissal for serious and wilful misconduct;
- to apprentices or employees engaged for a specific period of time or for a specific task or tasks provided the termination occurs at the conclusion of the period of expected engagement;
- to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- to casual employees.

Continuous service will include any type of leave such as annual leave, LSL, Sick Leave, Parental leave, or any other form of leave contained within this Agreement or Act. In addition to the above continuity of service will not be considered broken whilst an employee is on workers compensation.
Notice of termination by an employee

(a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

(b) If an employee fails to give the appropriate notice then the employer will hold discussions with the employee to obtain consent to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received had the required notice been given.

(c) Foreman/Supervisor giving notice of termination of employment is required to give the following notice.

<table>
<thead>
<tr>
<th>Duration</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed services</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

13 REDUNDANCY

Definitions

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

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee.

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

Week’s pay means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:
• overtime;
• penalty rates;
• disability allowances;
• shift allowances;
• special rates;
• fares and travelling time allowances;
• bonuses; and
• any other ancillary payments of a like nature.
Severance pay

From the date of this Agreement, the following redundancy payout will apply:

Period of Continuous Service Entitlement if made Redundant

For the first year of this Agreement the following redundancy entitlement shall apply:

<table>
<thead>
<tr>
<th>Less than one year</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year but less than 2 Years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>2 Years but less than 3 Years</td>
<td>9 weeks</td>
</tr>
<tr>
<td>3 Years but less than 4 Years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>4 Years but less than 5 Years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years to 20 Years</td>
<td>3 weeks for each year of service</td>
</tr>
</tbody>
</table>

Maximum entitlement 52 weeks

Employee leaving during notice period

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

This provision does not apply in circumstances involving transmission of business.

Job search entitlement

During the period of notice of termination given by the employer in accordance with this Agreement an employee shall be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer will be prima facie evidence that the employee has abandoned his/her employment.

The employer will notify an employee of impending termination of employment verbally (whenever possible) or via certified mail to the employees last notified address. The employer will make all reasonable effort to locate the employee.

Employment will be deemed abandoned if an employee fails to satisfy the employer of reasonable cause for the absence within fourteen days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted.

15 STATEMENT OF EMPLOYMENT

If requested by the employee immediately upon termination of employment the employer shall provide to such employee the employee a written statement specifying the period of employment, the classification or type of work performed by the employee and, if requested, the reason for termination.

16 STAND DOWNS

The employer will have the right to deduct payment for any day an employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

Prior to any stand downs occurring discussions shall take place between the employer and employees to this Agreement. Any dispute concerning stand downs shall be handled in accordance with the disputes procedure.

Where work is impracticable on any day through shortage of material, which shortage the employer could reasonably have avoided, the employee will be paid for the time lost in such case.

17 TRANSMISSION OF BUSINESS

17.1 Where a business is transmitted from a company (in this clause “the transmitter”) to another company (in this clause called the “transmittee”) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

(a) the continuity of the service of the employee is deemed not to have been broken by reason of such transmission; and

(b) the period of service which the employee has had with the transmitter is deemed to be service of the employee with the transmittee.

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

17.2 Continuous Service

(a) For the purposes of this Agreement, “Continuous Service” means the period during which the employee has served the company under an unbroken contract of employment.

(b) For the purpose of calculating Continuous Service:

(i) unbroken service as a regular casual employee will be deemed to be service under an unbroken contract of employment and a regular casual employee’s contract of employment will be deemed not to have been broken by reason of the employee’s employment having changed from regular casual employment to part-time or full-time employment.

(ii) A contract of employment will be deemed not to have been broken by reason only of any interruption or determination thereof, if the interruption or determination:

(1) has arisen directly or indirectly from an industrial dispute; or

(2) has been made by the company by reason of slackness of trade, if the employee is re-employed by the company within six months; or

(3) has been made by the company for any reason, if the employee resumes work with the company within two months, provided that the period during which the employment has been so interrupted or determined will not be taken into account in calculating the period of service.

Periods of unpaid leave will not be taken into account in calculating the period of service.

(iv) Where an employee enters into a contract of employment with the company within 12 months of completing an apprenticeship with the company, the period of apprenticeship will be taken into account for the purpose of calculating the period of their continuous service with the company under that contract of employment.

Part III - RATES OF PAY & CLASSIFICATION

18. PRINCIPLES OF PAYMENT

The classification and wage structure in this Agreement is skills based. This structure encourages development of all employees in accordance with the Objectives of the Agreement as expressed in Clause 10 will be to the level of an employee’s assessed competency.
19. OPERATION OF LEVELS OF JOB CLASSIFICATIONS

For remuneration purposes, employees covered by this Agreement will be classified into one of seven classification levels. To enter any classification level an employee must have the skills to carry out an appropriate task for that level and be measured as competent against a job description and predetermined criteria for such a task. The job descriptions and assessment criteria will be developed in consultation with the consultative committee.

The employee must also undertake the company induction program which covers such subjects as conditions of employment, occupational health and safety requirements, details of company activities, Organisation structure and work procedures.

Entry level is New Starter. New Starter shall only cover those employees who have no previous experience in the Asphalt Industry. (Also a trial period of 3 months for new employees that are experienced in the asphalt industry will commence at Level 1).

Progression above Level 4 will be by appointment.

Casuals of proven skills and experience will be assessed on an individual basis and may be paid to a higher classification level.

Progression to the higher skill group will be linked to successful completion of related training prerequisites and the assessment of competency against predetermined criteria.

Employees will be placed in skill groups following assessment by the Operations Manager and supervisor. Such assessments will be based on agreed criteria established from time to time following consultation with employees and their representative committees. This assessment will involve the establishment of the employee's competency level in specific work related tasks and will also involve the identification of the degree to which the employee is multi-skilled.

Employees at all levels will be required to train others.

Where an employee disagrees with any classification or skills group assessment the matter shall first be discussed between the employee and the supervisor of that employee. If the matter is not resolved, it shall be referred to the Operations Manager.

Note: The loss of driving license may result in employment being terminated, if the company is unable to provide alternative employment.

20. JOB CLASSIFICATION

Job Classifications

Level New Starter
Inexperienced Labour/No Asphalt experience

Level 1 Employees who carry out one or more of the following tasks:
Minimum Car Licence required
* Yardman
* General Hand
* Labourer
Level 2.1 Employees who are competent to carry out two or more of the following tasks:
Asphalt Rake hand and Medium truck Licence is required for level 2.1:-

* Asphalt Rake Hand & Vib-Plate Operator
* Front End Loader Operator
* Tipper Driver/Flo-con Driver
* Crew Truck Driver
* Small Steel Roller

Level 2.2 Employees who are competent to carry out two or more of the following tasks:
Asphalt Rake Hand and Medium Truck Licence is required for level 2.2 :-

* Bob Cat Operator
* Pneumatic Asphalt Roller Operator
* Large Steel Roller
* Spray Driver/Operator

Level 3 Employees who are competent to carry out one, (one being Heavy Rigid Licence non Syncro) or more of the following tasks and must also have completed the required skills of the prior levels, in levels 2.1 and 2.2:
Heavy Rigid Licence required (non syncro) is required for level 3;
* Steel Wheel Asphalt Roller
* Paver Operator
* Screed Level Operator
* Profiler Operator
* Tandem Truck Operator

Level 3.1 - Employees who are competent crew specialist to carry out one or more of the following tasks and must also have completed the required skills of the prior levels, in level 2.1, 2.2 and 3.0
Heavy Rigid Licence required (non synchro) is required for level 3;

* Asphalt Crew specialist (Handwork and Paving)

Level 4 Employees who are competent to carry out one or more of the following tasks:
Heavy Articulated Licence required.
* Leading Hand with Foreman
Employees who have been appointed to the position of leading hand.

Level 5 Employees who are competent to carry out the following task and have been appointed by the employer:
Heavy Articulated Licence required
* Foreman of Laying Crew/Footpath crew

21 MIXED FUNCTIONS

An employee required on any day to work for a time exceeding two hours in the aggregate on work for which a higher rate is prescribed, will be paid at not less than the higher rate for all work done on that day.

In all other cases where an employee does more than one class of work, payment will be made for each class proportionately to the time the employee so works.
22. WAGE RATES

Employees will be paid in accordance with their classification level and skill group as detailed herein. The wage rates below have been set to compensate employees for all work types and work conditions encountered in company activities and are calculated for the full duration of the Agreement.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Current Rates</th>
<th>Rate as of 1st Sept 2017</th>
<th>Rate as of 1st Sept 2018</th>
<th>Rate as of 1st Sept 2019</th>
<th>Rate as of 1st Sept 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekly</td>
<td>Hourly</td>
<td>Weekly</td>
<td>Hourly</td>
<td>Weekly</td>
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(ii) The increases structured for the life of this Agreement are:

(a) 1.09.17  3.0%
(b) 1.09.18  3.5%
(c) 1.09.19  3.5%
(d) 1.09.20  3.5%

23 ALLOWANCES

All allowances and special rates shall be increased by the % wage movement.

Industry Allowance

Each employee will be paid an industry allowance of $29.23 per week for all purposes of the agreement in addition to the wage rates included in this Agreement.

First Aid Allowance

An employee appointed by the employer to render first aid, who is the current holder of an appropriate first aid qualification (such as a certificate from the St. John's Ambulance or similar body) will be paid a daily allowance of $2.71.

This rate will not be subject to any premium or penalty additions.
Meal Allowance
After the completion of 1.5 hours overtime an employee shall be entitled to a meal allowance of $20.28.

Laundry Allowance

A Laundry Allowance of $19.00 shall be paid for every week worked. Or Laundry / Dry Cleaning provided by the company. Laundry allowance is fixed for the life of the Agreement and not subject to any increase.

Spectacle Allowance

Where an employee during the course of employment suffers loss or damage to spectacles caused by fire, molten metal or corrosive substances such employee will be reimbursed by the employer the cost of the loss or damage sustained. This subclause will not apply when an employee is entitled to Workers' Compensation in respect to the damage.

Loss of Clothing Allowance

The employer will be responsible to reimburse up to a maximum of $750.00 for an employee’s clothing that may be destroyed by fire in a changing house or other shelter. Provided that such destruction is not in any way caused by the employee’s own act or neglect.

24 SPECIAL RATES

Are not all-purpose payments and will not be compounded by penalty rates, shift premiums or other loadings.

Confined Space Allowance

An employee required to work in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation will be paid an additional 74 cents per hour or part thereof.

Toxic Substances Allowance

(a) Employees using toxic substances or materials of a like nature will be paid 69 cents per hour extra. Employees working in close proximity to employees so engaged will be paid 55 cents per hour extra.

(b) For the purposes of this subclause toxic substances will include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system will be deemed to be materials of a like nature.
25 LIVING AWAY FROM HOME ALLOWANCE

The following arrangements will apply when work teams are engaged in work outside the Melbourne metropolitan area and requiring them to live away from home-

Accommodation will be provided by the company at the company’s expense, on a shared basis in a hotel/motel or other lodging as deemed suitable and available in the area of work. The following payments shall be made for meals.

Breakfast $13.52
Lunch $20.27
Dinner $33.78

When living away from home, transport will be made available in the appropriate circumstances

In consideration for out of pocket expenses incurred whilst living away from home, an allowance of $32.19 will be paid to each employee for each full day away. To be paid in advance on estimation of duration of contract, by cash or cheque, not subject to tax.

a) By agreement between the parties the following alternative arrangements may apply. An employee who is sent from one place to another who cannot reasonably return home each night, will be paid an allowance of $72.68 per day or part thereof for the first six days and $508.90 per week of seven days.

b) The employee will be reimbursed for reasonably incurred expenditure that is greater than the above allowance.

26 FARES AND TRAVELLING ALLOWANCE

Employees who clock on and off at a depot shall not be entitled to the following. Where an employee clocks on and off at a depot the employee shall paid the appropriate hourly rate.

The following allowances will be made by employers to compensate for fares and travelling time to and from the place of work incurred by employees:

In Victoria (within a radius of 50 kilometres of the Depot) $33.81 per day.

On country work where camping facilities are not provided and travel cannot be made by a public conveyance, an employee required to travel to or from the place of work will, unless a conveyance be provided by the employer (free of charge) to transport the employee to and from the place of work and a central pick up place, be paid allowances in accordance with the following scale:

<table>
<thead>
<tr>
<th>Per Day</th>
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<tbody>
<tr>
<td>3 kilometres each way and up to and including 8 kilometres each way</td>
<td>9.17</td>
</tr>
<tr>
<td>Over 8 kilometres each way and up to and</td>
<td>16.92</td>
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</tbody>
</table>
including 16 kilometres each way
Over 16 kilometres each way and up to and including 32 kilometres each way 19.75
Over 32 kilometres each way 24.91

Provided that an employee required to travel from outside the radius prescribed in clause above to a job within such radius will be entitled to the benefits of this scale.

Employees required to use his own vehicle to travel from job to job shall be paid an allowance of $0.93 per kilometre.

Weekend Return Home Allowance

An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend who notifies the employer or his/her representative, no later than Tuesday of each week, of his/her intention to return to his/her usual place of residence for the weekend, will be paid an allowance of $60.76 for each occasion.
This payment shall not apply when employees are paid an hourly rate for travel and the employer provided the transport.

27. PAYMENT OF WAGES

Period of Payment

Wages will be paid no later than Thursday, weekly or fortnightly, either:
according to the actual ordinary hours worked each week or fortnight;

Method of Payment

Wages will be paid by electronic funds transfer into the employee's nominated bank (or other recognised financial institution) account(s) without cost to the employee.

Wages will be paid by cheque where the employer does not have the facility to pay by electronic funds transfer.

Payment of Wages on Termination of Employment

On termination of employment, wages due to an employee will be paid on the day of termination or forwarded to the employee by post on the next working day.

Payment in Working Time

Employees will be paid their wages in working hours, and if not paid will be entitled to be paid at ordinary rates for the time they have to wait for payment. Provided that if because of circumstances beyond the reasonable control of the employer the wages cannot be paid in working hours, the employer will only be bound to pay them at the earliest time reasonable in the circumstances.
Employees will have their wages paid into an account with an approved financial institution as nominated by the employee within 24 hours of the pay period ending. When an employer and employee agree, the transfer may be into not more than two accounts at the same institution.

Part IV - HOURS OF WORK

28 ORDINARY HOURS OF WORK

(a) Ordinary hours to a maximum of 8 hours per day may be worked without penalty between the hours of 5.30am and 6.00pm Monday to Friday. Starting times may be varied between the hours of 5.30 am and 8.00 am depending on work requirements. Employees, to avoid warm weather, may request an earlier start time. Such earlier start time shall not incur any extra cost to the company.

Payment for work hours will be based on a 38 hour week on the following basis:

After 38 ordinary hours of work, overtime rates will apply or after 8 hours work Monday to Friday overtime rates will apply.

Penalty rates for work performed on Saturday, Sunday, Public Holidays shall apply as follows:

- **Monday to Friday**
  - After 8 hours or outside the spread of ordinary hours Time and One Half for the first 2 hours, Double Time thereafter.

- **Saturdays**
  - Time and One Half for the first 2 hours, Double Time thereafter.

- **Sundays**
  - Double Time for all work performed.

- **Public Holidays**
  - Double Time and One Half for all work performed.

(b) Employment starts and finishes at the depot for the laying crews.

Where an employee is required to and commences work on a Saturday, Sunday or Public Holiday, they will be paid a minimum of 6 hours on Saturday and Sunday and a minimum of 8 hours on Public holidays at the appropriate rate. If work is cancelled the previous night and the employee is notified or message left at the employees' home or mobile telephone number (including by SMS) prior to 7.30 pm no penalty will be payable. If the employee has attended at the depot and the decision is not made within one hour of the crew truck drivers starting time the appropriate penalty rates will apply. If a decision is made within one hour of the crew truck drivers starting time (plus the crew has not left the depot) and no work is performed then four hours pay at normal time will be paid.

(d) When overtime is necessary it shall be arranged so that employees have at least ten hours off duty between shifts.
29  ROSTERED DAYS OFF

Ordinary hours to a maximum of 8 hours per day may be worked without penalty with 0.4 hours for each day worked accruing as an entitlement toward an RDO. An RDO calendar will be developed at the start of each year with agreement of the consultative committee. Up to 5 RDO’s may be banked and taken by agreement between the employer and employees.

Not later than 1 October each year, and prior to publishing the next year’s RDO’s, each employer will by majority agreement with employees programme the RDO calendar for the following year, and in doing so will ensure that RDO’s fall together with public holidays prescribed by this Agreement.

An employee who has not worked a complete twenty day four week cycle will receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle. The accrual is payable for the next rostered day off or in the case of termination of employment, on termination.

30  NIGHT WORK (DAY WORKERS REQUIRED TO PERFORM WORK AT NIGHT)

To accommodate the changing emphasis by Statutory Authorities to minimise disruption to the travelling public, there is an increasing requirement to undertake work at night. In order to satisfy these customer requirements, night work will be a standard part of our operational activities and employees will be required to work night shift as necessary to meet customer requirements.

30.1  Periods of night work lasting five (5) consecutive nights or more.

For the purposes of night shift, the normal working week will involve five nights. If the first night commenced on a Sunday evening, this will be deemed the Monday shift, however, work performed before midnight Sunday will be paid at the rate of Double Time. After midnight Sunday, ie, Monday a.m., normal time resumes until 8 hrs, from the start of the shift is reached, then overtime at Double Time will commence again.

A night shift allowance of 30% of the normal hourly rate will be paid on the normal hours worked on each night. Double Time will be paid on all overtime hours of night work and those overtime hours shall not attract the night shift allowance in addition.

30.2  Periods of night work less than five (5) consecutive nights.

The provisions of Clause 30.1. above apply, but varied to increase the shift allowance from 30% to 50% of the normal hourly rate. Double Time will be paid on all overtime hours of night work and those overtime hours shall not attract the night shift allowance in addition.

When reverting back to day shift from a night shift of less than 5 nights duration, 7.6 hours will be paid to the employee to ensure that he/she is not financially disadvantaged by having to take a full shift break before the start of day work.
Casual employees working less than five (5) consecutive nights will be paid at Double time rate for the time worked a night shift.

31. SPECIAL PROVISIONS FOR SHIFT WORK

Definitions

Rostered Shift means any shift of which the employee concerned has had at least 48 hours notice.

Day Shift means any shift starting on or after 6.00 a.m. and before 10.00 a.m.

Afternoon Shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

Night Shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

By agreement between the employer and the majority of employees concerned the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

Afternoon and Night Shift Allowances

Employees whilst working on afternoon or night shift will be paid 30% more than their ordinary rate.

Employees who work on any afternoon or night shift that does not continue for at least five successive afternoons or nights will be paid at the rate of time and a half.

An employee who (except at his/her own request):

- during a period of engagement on shift, works night shift only; or
- remains on a night shift for longer than four successive weeks; or
- works on a night shift which does not rotate or alternate with another shift or with day work so as to give that employee at least one third of working time off night shift in each cycle,

will during such engagement, period or cycle be paid 50% more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

Friday/Saturday Night Shift Allowance

Employees whilst working on night shift on Friday/Saturday night will be paid 130% more than their ordinary rate. The following rates will apply as of 1/09/2018

Hours of Work / Shift Work

The ordinary working hours of employees on shift work will not exceed an average of 38 per week spread over a period of two, three or four weeks. Such
hours are to be worked in shifts of eight hours inclusive of a crib time of 30
minutes which will be counted as time worked.

Employees on shift work will accrue 0.4 of one hour for each eight hour shift
worked to allow one complete shift to be taken off as a paid shift for every twenty
shift cycle. This 20th shift will be paid for at the appropriate shift rate as
prescribed by clause 22 and any appropriate allowance prescribed.

Each day of paid leave taken and any public holiday occurring during any cycle of
four weeks will be regarded as a shift worked for accrual purposes.

Except as provided above, employees not working a complete four week cycle
will be paid accrued pro rata accrual entitlements for each shift worked, on the
programmed shift off or, in the case of termination of employment, on
termination.

The employer and employees will agree in writing upon arrangements for rostered
paid days or for accumulation of accrued days to be taken at or before the end of a
particular contract.

Provided that such accumulation will be limited to no more than five accrued days
before they are taken as paid days off and when taken the days will be regarded as
days worked for accrual purposes in the particular twenty shift cycle.

Once such days have been rostered they will be taken as paid days off. Provided
that where an employer, for emergency reasons requires an employee to work on a
rostered day off the employee will be paid in addition to the accrued entitlement,
the penalty rates prescribed in clause 28.

Shift Rosters

There will be a roster of shifts which will:
• provide for rotation unless all the employees concerned desire otherwise;
  and
• provide for not more than eight shifts to be worked in any nine consecutive
days.

So far as employees present themselves for work as rostered, shifts will be worked
according to the roster

Overtime

Work done by shift workers in excess of and outside the ordinary working hours
inclusive of time worked for accrual purposes as prescribed in clause 28 of their
shift or on a shift other than a rostered shift will be paid at the rate of double time.

This provision will not apply to arrangements between the employees themselves
or in cases due to rotation of shift or when the relief does not come on duty at the
proper time. For all time of duty after finishing an ordinary shift unrelieved
employees will be paid at the rate of time and a half for the first eight hours and
double time thereafter.

Saturday Shifts
Employees working shifts will be paid for ordinary hours of work inclusive of time worked for accrual purposes midnight on Friday and midnight on Saturday at the minimum rate of time and a half.

**Sundays and holidays**

Subject to this clause the provisions of clause 28 — Sundays and Holidays will apply to shift workers.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate.

The time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a Sunday or a public holiday that shift the major portion of which falls on a Sunday or a public holiday will be regarded as the Sunday or public holiday shift.

32. **MEAL AND REST BREAKS**

**Mid shift meal break**

There will be a cessation of work and of working time for the purpose of a meal on each day of not less than 30 minutes to be taken between 11.00 a.m. and 1.00 p.m.

By agreement between the employer and the majority of employees concerned the time of taking the meal break may changed within the hours specified in clause 32. The meal break may also be shortened to not less than 30 minutes with a consequential adjustment to the daily time of cessation of work.

a) An employee may be required to continue working during the prescribed meal break and the meal interval deferred. The employee will be paid at the rate of time and a half for the first half-hour of such deferment and at the rate of double time thereafter until allowed a meal interval of the customary duration.

Provided that if the continuance of work is reasonably necessary and could not have been avoided by any reasonable action of the employer, the employer will be allowed time not exceeding twenty minutes before such penalty rate begins to accrue.

b) Except where pursuant to clause 32 any alternative arrangement is entered into by agreement between the employer and employees concerned, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

c) If on a day, not a Sunday or a holiday, an employee after working for five hours without a meal break does not then get a meal break of the customary duration,
shall be paid at the rate of double time for all time elapsing from the end of the five hours until such meal break is taken.

An employee will not be required to work for more than four hours on a Sunday or holiday without a meal interval of at least 45 minutes.

33 OVERTIME MEAL BREAK AND REST BREAKS

An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where an employee is required to work overtime on a Saturday the first prescribed crib time will if occurring between 10.00 a.m. and 1.00 p.m. be paid for at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours will be allowed a meal break of twenty minutes which will be paid for at ordinary rates.

An employer and employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the employer will not be required to make payment in respect of any time allowed in excess of twenty minutes.

REST BREAK

Two rest breaks of 10 minutes duration (or one half hour break) on each day to be counted as time worked shall be allowed to employees other than shift workers without deduction of pay. The employer shall fix the time for the commencement of the rest break.

OVERTIME

Payment for Working Overtime

Except as provided below, all time worked in excess of and outside the ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 28 – Ordinary Hours of Work and clause 31 – Special Provisions for Shift Work will be paid for at:

one and half times the ordinary prescribed rate for the first two hours, and

double the ordinary prescribed rate for all time thereafter.

In computing overtime, each day’s work will stand alone.

a) An employee required by the employer to be anywhere only for the purposes of the employer will be deemed to be on duty and will be paid at the appropriate rate for time worked, and at the ordinary rate for such time as is not worked.
b) This includes:
Any time spent by an employee in the course of travelling to or from any yard, camp, depot or picking up place of the employer, or in the course of going into a place of work for the purpose of starting work, or in the course of returning after ceasing work.

c) Time spent traveling back to depot after having worked the ordinary hours; passengers will be paid the applicable overtime rates within the metro area, for the first 45 minutes, then revert to ordinary rates until clocking off.

34 CALL OUT

Day Workers

Mondays to Fridays

Employees called out to work after the expiration of their customary working time and after having left work for the day on Monday to Friday will be paid for a minimum of four hours work. Payment to be calculated at one and a half times the ordinary prescribed rate for each call out.

Provided that the employee, if required to work for two hours or more, will be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

Saturdays

An employee called out to work on a Saturday will be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for each call out.

Provided that the employee, if required to work for two hours or more, will be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

Sundays and public holidays

An employee called out to work on a Sunday or public holiday will be paid for a minimum of six hours for a Sunday shift and a minimum eight hours for public holiday, calculated at the rate prescribed in clause 28 – Sundays and Holidays for the first call out and for the actual time worked at each subsequent call out.

Shift workers

Shift workers called out to work after having left work after their shift, or called out to work on a day on which they are rostered off, will be paid for a minimum of four hours work calculated at double the ordinary prescribed rate for each call out, provided that if called out on a public holiday payment will be calculated at the rate prescribed in clause 28 – Sundays and public holidays.
Saturday Work

A day worker required to work overtime on a Saturday will be afforded at least four hours work or paid for three hours work at overtime rates.

Meaning of a Day

For the purpose of calculating overtime a day will mean all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day. Saturday will mean all the time between midnight Friday and midnight Saturday, and a Sunday will mean all the time between midnight Saturday and midnight Sunday.

Rest Period after Overtime

When overtime work is necessary it must, wherever reasonably practicable, be so arranged so that employees have at least ten consecutive hours off duty between the work of successive working days.

An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer an employee resumes or continues work without having had the ten consecutive hours off duty the employee must be paid at double time rates until released from duty for such period. The employee is then entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

The provisions of this sub-clause will apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- for the purpose of changing shift rosters; or
- where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- where a shift is worked by arrangement between the employees themselves.

Sunday Work

Employees required to work overtime on Sundays will be paid for a minimum of six hours work at double time. The double time is to be paid until the employee is relieved from duty.

Overtime Rest Break
An employee working overtime must be allowed a rest period of twenty minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.

Where overtime is to be worked immediately after the completion of ordinary work on a day or shift for more than one and a half hours, an employee, before starting the overtime is entitled to a meal break of twenty minutes to be paid at ordinary rates.

An employer and employee may agree to any variation of this sub-clause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this sub-clause.

**Overtime Meal Allowance**

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by the employer an amount of $17.25 to meet the cost of a meal. Alternatively the employer may provide the employee with an adequate and suitable meal.

An employee who provides meals on the basis of having been given notice to work overtime is then not required to work overtime or is required to work less than the amount advised will be paid the prescribed meal allowance for the meal or meals which are surplus.

**Requirement to work reasonable overtime**

Subject to clause 28 - an employer may require an employee to work reasonable overtime at overtime rates.

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:

- any risk to employee health and safety
- the employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- any other relevant matter.
Part V - COMMUNICATIONS BETWEEN PARTIES TO THE AGREEMENT

35. CONSULTATION BEFORE CHANGE AND TERMINATION

When the employer contemplates the introduction of major change or terminations for reasons of economic, technological, structural or similar nature and proposes to introduce the change to the regular roster or ordinary hours of work of employees, the employer shall consult and communicate with the employees and their representatives if requested prior to a decision to introduce such change or terminations. Employees may be represented for the purposes of this consultation including by the Union.

In relation to terminations, the employer shall:

- Provide the employees and their representative in good time with relevant written information including the reasons for the terminations contemplated, the number and categories of workers likely to be affected, the resultant impact of work allocation on remaining employees and the period over which the terminations are intended to be carried out; and

- Give the employees, as early as possible, an opportunity for consultation on measures to be taken to avert or minimise the terminations and measures to mitigate the adverse effects of any terminations on the workers concerned such as finding alternative employment.

In relation to the introduction of major change, the employer shall:

- Provide the employees in good time with relevant written information about the nature of the intended major change, the expected effects on employees and measures to avert or mitigate the adverse effects of such change.

- Give the employees, as early as possible, an opportunity for consultation on the method and timing of the change as well as giving prompt (and when requested, written) consideration to matters raised by employees.

For the purpose of this clause, major change includes changes in production, organisation, work allocation, shift arrangements or technology that are likely to have significant effects on employees. Significant effects include termination of employment, major changes in the composition, operation or size of the workforce or skills level, change in job or promotion opportunities or job tenure, alteration of hours of work or income, needs for retraining, transfer or restructuring of jobs.

The company shall provide information in languages other than English for employees of non-English speaking background.

In the event that the company wishes to introduce policies regarding drug & alcohol, electronic surveillance, genetic testing or the use of internet/email, these policies will be developed by consultation and agreement.

36. DISPUTE AND GRIEVANCE RESOLUTION PROCEDURE

Disputes pertaining to the relationship between the employer and employees, deductions from wages, the operation of the Agreement, or relating to the National Employment Standards will be resolved according to this procedure.

a) The employee/s concerned will meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf which may be a Union
delegate or employee representative. The invited officer of a building association must comply with all applicable legislative requirements in Part 3-4 of the FW Act or work health and safety law, including permit and notice requirements.

b) If the matter is not resolved at such a meeting the parties to the dispute will arrange further discussions involving more senior management as appropriate. The employee, or employee representative may invite an official from the Union or other representative to be involved in the discussions as a further representative of the employee. The invited officer of a building association must comply with all applicable legislative requirements in Part 3-4 of the FW Act or work health and safety law, including permit and notice requirements.

c) If the matter cannot be resolved directly between the parties to the dispute, or if it is not practicable for steps (a) and (b) to be completed because of the urgency of the dispute or for any other reason, either of the parties to the dispute may refer the matter to the Fair Work Commission to resolve the matter. The Fair Work Commission may resolve the matter by mediation, conciliation or arbitration and may grant interim relief. Any arbitrated decision of the Fair Work Commission, whether interim or final, shall be binding and the parties will abide by such decision. The Fair Work Commission may give all such directions, orders and/or recommendations and do such things necessary or expedient for the speedy and just hearing and determination of the dispute. Any decision made by the Fair Work Commission shall be consistent with the building code.

d) Until the dispute is resolved, the status quo ante will prevail, unless the employee has a reasonable concern about an imminent risk to their health or safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of the change.

37 THE ROLE OF EMPLOYEE REPRESENTATIVES

Upon request and agreement between the employer and employees, an employee representative may consistent with the law, attend an appropriate, employee nominated course to develop the skills necessary to their representative role.

NOTICE BOARD

The employer will permit a notice board to be erected in the plant, or each part of a plant, to facilitate communication. However, no display of ‘no ticket, no start’ signs, or similar, or the application of building association logos, mottos or indicia to company supplied property or equipment.

Part VI – AMENITIES

38. AMENITIES

Employers shall provide employees with the following amenities:

- boiling water
- tea, coffee, milk & sugar
- cool drinking water
- locker and change rooms
- clean lunchroom
The amenities provided and standard of maintenance of these amenities shall be consistent with the Code of Practice for Workplaces (Worksafe, no.3, 30 June 1988).

39 PROTECTIVE CLOTHING AND EQUIPMENT

Each employee will be issued with the following protective clothing:-
* Overalls/or Trousers
* Trousers
* Long sleeved shirt
* Windcheater
* Jacket (4 in 1 heavy duty) 1 issued every two years.
* Boots will be replaced as and when required.

The aforementioned protective clothing is to be replaced on a yearly basis (nominal date being Feb).

Kit Bag/PPE Supplied
It is a requirement of all employees to use personal protective equipment in designated and appropriate areas of the workplace and to maintain it in good order. Failure to comply with directives in relation to the use of this equipment will be deemed a serious breach of conditions of employment and acted upon accordingly.

On termination of employment all protective clothing and Kit Bag in the possession of the employee shall be returned to the company, and unaccounted for items will be charged to the employee on a pro-rata basis.

The professional image of a company is enhanced if employees look neat and give the appearance of being part of a team.

The protective clothing that is supplied by the company shall be worn by employees to help achieve this image.

Employees must wear protective clothing (PPE) such as vest, overalls, raincoats, gloves and Boots, Ear muffs/Plugs, Glasses, and Hard Hats as and when required.

Employees reporting for work not able to produce this clothing will be sent home without pay until they are able to produce such clothing. Repeated failure to wear protective clothing may lead to disciplinary action.

Part VII - TYPES OF LEAVE

40. ANNUAL LEAVE

Period of Leave

The following conditions will apply in respect of annual leave for all employees:

Leave Entitlement

An employee in the constant service of the employer for at least one year (less the period of annual leave) who has not been absent from employment without leave will
for each completed year of service be entitled to leave of absence for a period equal to 28 consecutive days. The period of leave is to be reckoned in addition to any of the holidays prescribed by this award. The employee will, in respect of that period, be paid the rate of wage as if he/she had worked instead of taking leave.

Provided that by agreement between the employer and the employee concerned, the said annual leave may be given and taken in three periods, one of which will include the Christmas period.

Provided further that where a rostered day off, as prescribed in clause 28 – Ordinary Hours of Work or clause 31 – Special Provisions for Shift Work falls during the period in which annual leave is taken, payment of accrued entitlements for such day will be made in addition to annual leave payment as prescribed in this clause.

In addition to the leave prescribed in seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, will be allowed seven consecutive days leave including non-working days.

An employee engaged for part of a twelve monthly period as a seven day shift worker will be entitled to have the period of annual leave prescribed in clause 40 increased by half a day for each month constantly engaged as such.

The following conditions will apply in respect of annual leave for employees whose services terminate.

Where employment is terminated by either party before the completion of each twelve month period of employment, the employee (other than a shift worker as defined) will be paid one sixth of a fortnight’s wages for each month of employment in that uncompleted twelve month period. Service will be calculated to the nearest month.

Shift workers as defined in clause 31 will be paid ten-forty-sevenths of a fortnight’s wages for each month of employment calculated to the nearest month.

In calculating service under this clause, all periods of leave without pay or absence on account of sickness or injury and for which an employee is not paid under clause 41 – Personal Leave will not count. Provided, however, this exclusion will not apply to an injury for which compensation is payable under an Act of Parliament relating to workers’ compensation in respect of a period of less than twelve months.

Each employee, if he or she so desires, before going on leave will be paid the wages which would ordinarily accrue pursuant to clause 20 – Classifications and clause 22- Wage Rates and clauses 23 & 24 – Allowances and Special rates during the currency of the leave.

Subject to clause 22 the rate of wage to be paid to a shift worker will be at the rate prescribed for work in ordinary time by clause 31 – Special Provisions for Shift Work according to the employee’s roster or projected roster including Saturday, Sunday and public holiday shifts.

The rate of wage to be paid in the case of an employee employed on bonus work or any other system of payment by results will be the rate which is the weekly
average of payments made to the employee under such scheme for the period actually worked by the employee during ordinary hours during the last three monthly period in respect of which such payments have been calculated prior to the time of going on leave or lawful termination of employment as the case may be.

The annual leave provided for by this clause will be allowed and will be taken within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks notice to the employee.

**Annual Leave Loading**

**Weekly Hired Employees**

In addition to the payment prescribed in clause 20 employees will receive a loading of 17.5% calculated on the appropriate wage rates and allowances prescribed. Allowances and special rates, together with any over award payment for the ordinary hours of work per week shall apply.

The loading prescribed above will also apply to proportionate leave on lawful termination of employment.

**Shift workers**

Employees who would have received shift loadings prescribed by clause 31 – Special Provisions for Shiftworkers which would have entitled them to a greater amount than the 17.5% loading will have the shift loadings added in lieu of the 17.5% loading.

41. **PERSONAL LEAVE**

*(Any National Employment Standard that is superior to the provisions below shall take precedence)*

**Paid Personal Leave**

Paid personal leave is available to an employee when they are absent:

- due to personal illness or injury (sick leave)
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)
- for bereavement on the death of an immediate family or household member (bereavement leave).

**Sick Leave:**

New employees (other than casuals) accrue sick leave entitlements of one day per month at the beginning of each of the first ten months of employment. Thereafter 10 days are added to the employees entitlement on each anniversary of the employees engagement. Sick leave provisions are cumulative with no cap. All other provisions for sick leave shall be in accordance with the NES.

The right to receive payment under this clause will not arise until the employee has completed one month of continuous employment.
Compassionate Leave:

This clause is intended to summarise the National Employment Standards. It is not intended to replace or override the NES.

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

A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees.

Definitions

The term immediate family includes:

spouse (including a former spouse, a de facto spouse/partner and a former de facto spouse/partner) of the employee. A de facto spouse/partner means a person of any sex who lives with the employee as his or her spouse/partner on a bona fide domestic basis; and

child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(a) The Effect of Workers' Compensation

An employee receiving workers' compensation payments is not entitled to sick leave.

(b) Employee Must Give Notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of absence, inform the employer of the inability to attend for duty. As far as practicable the employee should state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee shall inform the employer within 24 hours of such absence.

(c) Evidence Supporting Claim

The employee must establish to the employers satisfaction by production of a medical certificate or other appropriate means, which may be a statutory declaration that the employee was unable to work because of injury or personal illness.

(d) Additional Leave
Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid compassionate leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16.0 hours unpaid leave and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16.0 hours. Nothing in this clause prevents the employer from granting additional paid or unpaid leave at their discretion.

43 CARER’S LEAVE

Paid Leave Entitlement

An employee is entitled to use up to 5 days personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer’s leave where another person has taken leave to care for the same person.

Notice Required

When taking carer’s leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

The notice must include:

- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

Unpaid Carer’s Leave

An employee may take unpaid carer’s leave by agreement with the employer. All other provisions for carers leave shall be in accordance with the NES

44 JURY SERVICE

Full time employees required to attend for jury service will be reimbursed an amount equal to the difference between the amount paid in respect of attendance for jury service and the amount of wage which would have been received in respect of ordinary time which would have been worked had the employee not been on jury service.

Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment will be made to the employee.
An employee will notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee will give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

45. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. All Parental Leave shall be provided in accordance with the NES (National Employment Standard).

46 LONG SERVICE LEAVE

Employees are entitled to long service leave pursuant to the provisions of the relevant Legislation applicable in the state of Victoria. All employees covered by this Agreement shall be registered with the relevant portable long service leave scheme.

47. COMMUNITY SERVICES AND BLOOD DONOR LEAVE

When an employee, who is a voluntary member of a community service provider, is required to attend an emergency, the employee will be granted time off without loss of pay to attend such emergency.

Examples of community service providers where members are required to attend emergencies are Country Fire Authority, State Emergency Service, St John’s Ambulance, Disaster and Emergency Service, and the Red Cross.

When an employee is a blood donor and is required to attend a blood donor centre during working hours, they may be granted time off to attend without loss of pay, subject to work requirements. Attendance at blood donor centres should be arranged outside of working hours wherever possible.

48. PUBLIC HOLIDAYS

Prescribed Holidays

a) A full-time employee under this award is entitled to the following public holidays, without loss of pay:
   • New Year Day
   • Australia Day
   • Good Friday
   • Easter Saturday
   • Easter Monday
   • Anzac Day
   • Queen’s Birthday
   • Labour Day or Eight Hours’ Day
   • Christmas Day
   • Boxing Day
   • AFL Grand Final
In addition to the public holidays prescribed in clause above full-time employees are entitled to one additional public holiday without loss of pay. The additional public holiday which applies in each State is:

In Victoria - Melbourne Cup Day or a local equivalent;

b) **Substitution of Certain Public Holidays Which Fall on a Weekend**

Where Christmas Day falls on a Saturday or a Sunday, 27 December will be observed as the public holiday in lieu of the prescribed day.

Where Boxing Day falls on a Saturday or a Sunday, 28 December will be observed as the public holiday in lieu of the prescribed day.

Where New Year’s Day or Australia Day falls on a Saturday or a Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clause above, those days will constitute additional holidays for the purpose of this award.

c) **Payment for Time Worked on a Sunday or a Public Holiday**

Except as specified in this Agreement, an employee required to work on a holiday will be paid at two and a half times the ordinary prescribed rate.

49 **DAYLIGHT SAVING**

Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State the length of any shift:

- Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and
- Commencing on or before the time prescribed by such legislation for the termination of a summer time period, will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at end of the shift.

The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

The expressions **standard time** and **summer time** will bear the same meaning as are prescribed by the relevant State legislation.

50 **CONSTRUCTION INDUSTRY DAY**

All employees shall be entitled to attend Construction Industry Day and be paid for such.
SUPERANNUATION
The parties agree that contributions required to be made by the employer will not be less than that specified under the provisions of the Superannuation Guarantee Legislation as amended from time to time (currently 9.5%). Employers superannuation contributions shall be paid into the C+ Bus fund, (or nominated industry fund)

Victoria Asphalt will pay superannuation at a rate of 10% on the wage rates as stated in clause 22 for the life of this Agreement.

Current contributions
1st September 2017 10%

Salary sacrifice
A permanent employee may elect to forgo part of their weekly ordinary time rate of pay. Paid into the C+BUS fund, (or nominated industry fund) and paid on a monthly basis.

INCOME PROTECTION

(a) The company will enter into an insurance policy with an agreed supplier. The policy will provide benefits as per the policy document to employees, including the following:

To a maximum of $1,200.00 per week in the event of any non work disability or illness as defined in the policy after a waiting period/ for a maximum of 104 weeks.

To a maximum $1,200.00 per week in the event of a “Journey Accident” as defined in the policy, for a maximum of 104 weeks.

Accident make up payments to 100% of income to a maximum of $1,200.00 per week of pre injury earnings for a further 52 week period after the expiry of the Accident Make Up Pay referred to in sub clause (b) below.

The cost to the company will be no greater than $15.75 per week for each full time Employee. If the premiums payable in respect of this insurance increases during the life of this Agreement, the company and union will meet and discuss appropriate modification of the premium and benefit design with the objective of ensuring that the company’s total cost remains the same.

(b) Accident make up pay

The company will pay employees covered by this Agreement accident make up pay. Being the difference between what is paid by workcover and the employees average income for the previous 12 months for a 52 week period. Average income shall include regular overtime, shift penalties, allowances and any other payment the employee receives on a regular basis.

ACCIDENT PAY

This clause shall be read in conjunction with clause 52.
This clause will apply to all employees covered by this Agreement.
An employee who suffers an injury or illness causing partial or total incapacity for work and who receives compensation in respect of such incapacity pursuant to the Accident Compensation Act (the Act), shall be paid accident make-up pay by the employer.

Accident make-up pay is to be a payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Act and the employee's pre-injury average weekly earnings including all allowances, regular overtime and penalties. In the event of any disagreement regarding the appropriate amount, the average actual weekly pay over the past 12 months (or length of employment if less) shall be used.

The maximum period or aggregate periods of accident make-up pay to be made by an employer will total 1976 hours for an employee whose ordinary hours of work are 38 per week for any one injury as defined. In the event that the ordinary hours of work are more or less than 38 hours per week, the hours of make-up pay should be adjusted proportionately.

The employer will continue to pay superannuation contributions while an employee receives weekly compensation and accident make-up pay. The maximum period or aggregate periods of superannuation contributions will not exceed 104 weeks for any one injury.

Should there be an increase to employment entitlements used to calculate the employee's pre-injury average weekly earnings, whether under this Agreement, the Award or legislation, the accident make-up pay will be adjusted accordingly.

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

54 INCLEMENT WEATHER

It is intended that employees will generally not be required to work in inclement weather conditions. However there will be some circumstances where such work will be unavoidable.

In which case all asphalt on site and already in storage bin at the supplier of asphalt, and in transit before the decision to halt work is taken will be laid. No extra loads of asphalt will be ordered after the decision is taken that the weather is inclement, until it becomes clear that the weather conditions will allow work to start again. Before work stops the site will be made safe. Where binder has been sprayed it will be covered and rolled. When this occurs, an extra weather allowance will be paid at the “normal” hourly rate, while working wet. Working in wet weather must be approved/under instruction from Supervisor. Wet weather gear which is provided, must be worn if working in the rain.

Employees who have been required to work in wet conditions until their clothing has become wet through will be supplied with clean, dry work clothing or sent home without loss of pay if the forecast indicates inclement weather conditions will persist.

The company has a duty of care to provide for stops to work (to cool down) and to access cool water. In particular while working outdoors provisions of an area to cool down must be available.

The following guidelines should be observed as minimum conditions bearing in mind that the industry works extensively in country areas and on most days workers are exposed to the sun.
* Where weather forecasts predicts temperatures over 30 degrees early starts will be considered under the hours of work provisions, Section 28.

* When temperatures exceed 30 degrees Celsius, rest breaks will be managed and paid for by the company. As working conditions become more inclement, rest breaks will be extended when signs of heat stress are observed.

- When it is expected that the temperature will be 35 degrees Celsius or more, or when the temperature approaches 35 degrees Celsius, the parties on site shall confer regarding the performance of work. The crew should meet with the Crew Leader and Supervisor in a tool – box meeting to discuss the conditions on site. The crew will reach consensus on a course of action that puts the welfare of the employees first.

* If the crew decides that conditions warrant work stopping, no more product shall be ordered, material in transit shall be laid and the job shall be made safe. Employees will then be sent home without loss of pay if the forecast indicates inclement conditions will persist.

55. DISCIPLINE AND PERFORMANCE ISSUES

The procedures for investigating and dealing with alleged under-performance and misconduct set out below will be applied in an even-handed, fair and transparent way. The process will give employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour.

(a) If an allegation of under-performance or misconduct is made against an employee, an officer of the employer or an agreed investigator shall investigate the allegation;

(b) An employee will be granted a proper opportunity to respond to the allegation. To that end:-
   a. the employee will be provided copies of any material that the employer or investigator will take into account when deciding whether the allegation is made out, and be given an opportunity to comment on that material;
   b. the employee will be allowed to gather evidence in relation to the allegation.

(c) If the allegation is made out, the employer will:-
   a. Explain clearly the standards that the employee is expected to meet in future; and
   b. Explain what assistance will be provided to the employee to assist the employee to reach those standards;
   c. Explain the reasonable timeframe in which those standards are to be achieved;
   d. If disciplinary action is deemed necessary then take disciplinary action by the following steps:
      Step 1 – formal verbal counseling
      Step 2 – a formal first written warning
      Step 3 – a formal second written warning
      Step 4 – a final written warning
      Step 5 – Termination of employment
   e. But the employer may proceed directly to termination where there is serious and willful misconduct. Warnings will expire after 12 months.
(d) Confidential written records of the process will be made. The employee will be shown the written records and will have the opportunity of commenting on the contents of the record, either in writing or orally as the employee chooses. The record will not be left on the employee's file unless the employee has been given the opportunity to respond to the record.

(e) At all stages of the disciplinary process the employee will be entitled to be represented by a Union delegate, official or other representative.

56. OCCUPATIONAL HEALTH AND SAFETY

Objective

The parties to this Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety. A central aspect of this framework is the mutual agreement of employers and employees that if the job cannot be done safely, it must not be done at all.

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

- Measures designed to include the safe operation of plant and equipment and the safe usage of substances;
- Training issues including specific hazards, health and safety systems, and site induction;
- Management of occupational health and safety through an effective approach which aims to eliminate hazards at their source and reduce the incidence of occupational injuries and illnesses.

The parties to this Agreement shall in addition to ensuring compliance with OHS legislation (including Regulations, Codes of Practice and Industry Standards), implement the best achievable level of health and safety.

Consultation Processes

Consultative mechanisms will be established and verifiably implemented to address occupational health and safety issues. Such mechanisms will include:

- The election of employee health and safety representatives to represent workers in all health and safety matters;
- The establishment of an occupational health and safety committee.

The OHS committee shall consist of equal numbers of management and employee representatives.

The committee shall meet at least quarterly and will facilitate cooperation between management and employees on health and safety matters including the development, implementation and review of OHS policy and procedures, analysis of injury/incident trends and review of incident reports together with reports on preventative action taken. This committee will constantly consider emerging OHS issues in the workplace.
Issue Resolution Procedures

As soon as possible after any occupational health and safety issue has been reported, the employer’s or management representative and elected health and safety representative must meet to resolve the issue. If the situation is life threatening to an employee, the area must be completely cleared and the task being performed must be stopped immediately.

The resolution of the issue must take into account those of the following factors that are relevant:

- Whether work must stop;
- Whether the hazard can be eliminated;
- Whether appropriate temporary measures are possible or desirable;
- Whether environmental monitoring is desirable;
- The time that may elapse before the hazard is permanently corrected;
- Who is responsible for performing work and overseeing the removal of the hazard or risk.

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

Nothing in this issue resolution procedure prevents that issue being dealt with under the Dispute Resolution Procedure in this Agreement.

Training

Employee OHS representatives will be given paid leave to attend an initial OHS training course and a refresher course in each subsequent year delivered by an accredited provider. Workplace training programs, including induction and on-the-job training will outline company OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilize OHS systems to identify hazards and instigate preventative actions.

Each employee representative and AWU delegate, upon application in writing, will be granted up to 5 days leave with pay and another 5 days by negotiation each calendar year, non-cumulative, to attend courses conducted by an employee organisation or a training provider that are designed to provide skills and competencies that will assist the employee representative or AWU delegate to perform his or her functions effectively, including contributing to the prompt resolution of disputes and/or grievances in the workplace.

The application to the company must be in writing, and include the nature, content and duration of the course to be attended, and normally be provided with 14 days’ notice of the proposed training. The granting of leave pursuant to this clause will be subject to the company being able to make adequate staffing arrangements amongst current employees during the period of such leave. The company will not use this sub-clause to avoid an obligation under this clause.

Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement. Each employee on leave approved in accordance with this clause will be paid as if they had worked their normal rostered shift. For the purpose of this subclause, ‘ordinary time earnings’ for an employee means the classification rate, over-award payment, and superannuation that otherwise would have been payable.
All expenses, such as travel, accommodation and meals, associated with or incurred by the employee attending a training course as provided with this clause shall be the responsibility of the employee.

An employee may be required to satisfy the company of attendance at the course to qualify for payment of leave. An employee granted leave pursuant to this clause, will, upon request, inform the company of the nature of the course attended and his or her observations regarding the course.

**Ongoing Occupational Health and Safety Program**

The employer must institute procedures for collecting information on the nature of hazards and incidence of injury which includes:

- An internal system for reporting, recording and investigation of incidents, injuries and illness;
- The routine analysis of injury/illness/incident data; and
- Routine reports on key OHS positive performance indicators. (For example: number of trained health and safety representatives and number of OHS training classes.)

A system of regular workplace inspections and regular hazard audits of work areas and work practices which include reference to relevant legislation, standards and codes of practice shall be instituted at the workplace. These must be carried out with the involvement of the OHS representatives.

Records of workplace inspections shall be maintained by the employer and made available to the Occupational Health and Safety Committee.

57 **RENEGOTIATION OF THE AGREEMENT**

Three months before the nominal expiry date of the Agreement, the persons covered by the Agreement including the Union will commence negotiation of an Agreement to replace this Agreement.

58 **SIGNATURES**
Signed for and on behalf of the Australian Workers Union,
685 Spencer Street, West Melbourne, Vic, 3003

Name (Print)  

Organisation  

Signature  

Date ..........  

Signed for and on behalf of Victoria Asphalt Pty Ltd,
62 Chifley Drive, Preston, Vic, 3072
MAJOR PROJECTS

Site Allowance Procedure

1. This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowance will not be claimed on any project where the project value is below $3.0 million.

2. In addition to the wage rates and allowances prescribed, the company shall pay to employees extra rates as set out in the special rates Clause of the Agreement for the period when individual employees incur those disabilities prescribed by the said Clauses, except those special rates which are specifically included in the Site Allowance applicable to a project.

3. Subject to the foregoing, where the Union on behalf of its members, requests an employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:

3.1 Geographic location if the project is contained within the City of Melbourne as defined; or

3.2 The amount contained in sub-Clause 6.

4. A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the special rates – confined space, wet work, dirty work, and fumes. Agreed special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with the Agreement.

5. It is agreed by the parties that all major projects will be covered by the Site Allowance rates contained in this Agreement.

6. Site Allowance Applicable from 1 October 2017:
$3.80 per hour worked as per sub-Clause 13.

The minimum project value, below which NO Site Allowance is payable, is $3.0m as at 1 October 2017.

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

6.1 City of Melbourne (as defined in Clause 13 hereof):

   a) New Projects $3.0m up to $224.0m: over $224.0m

6.2 Major Projects Victoria
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<tr>
<th>Project Value</th>
<th>Site Allowance</th>
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<td>$ Million</td>
<td>$ per hour</td>
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For projects above $447.9 million, there shall be an increment of 10 cents per additional $100m or part thereof.

7. The Rates shall be reviewed no later than 30 September 2021 and therefore for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.

8. The Site Allowance values and project values in this Clause shall be adjusted by CPI (All Groups, Melbourne), effective from 1 October 2017 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year.

   The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest $100,000.

9. It is agreed by the parties that no allowance shall be claimed on any project, regardless of its location, where the project value is below $3.0 million.

10. In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Fair Work Commission for determination by conciliation or arbitration. Provided that any outcome so determined will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005 or the Code for the Tendering and Performance of Building Work 2016.

11. Any site allowance that is determined in accordance with 10. above shall be incorporated into the Agreement in accordance with the Fair Work Act 2009.

12. Shopping Centre Projects

   All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand alone retail facilities having a project value in excess of $3.0m will attract the then current City of Melbourne Site Allowance.

   Where the project is of a mixed purpose, City of Melbourne site allowance rates will apply only where the retail component is at least $3.0m and occupies at least 51% of the area of the project.

13. City of Melbourne Definition
For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the “City of Melbourne” are defined as follows:

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

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

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

On all major projects of more than 3.0 million dollars in total contract value the following additional provisions shall apply.

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

The following allowances and conditions shall apply where relevant:

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

**Amounts payable in lieu of site allowance:**

(a) Alpine Areas
The employer shall pay an Alpine disability allowance of $3.45 per hour worked on projects in alpine areas.

(b) Major Events including Phillip Island Motorcycle Grand Prix, Avalon Air Show, etc
The employer shall pay an allowance of $2.92 per hour worked on the above projects.

**HOURS OF WORK, ROSTERED DAYS OFF ON MAJOR PROJECTS**

1 Hours of Work

1.1 Ordinary hours of work will be eight (8) hours per day Monday to Friday with the notional weekly hours based on a 36-hour week in accordance with clause 28

1.2 Ordinary daily hours may be worked between the hours of 6:00 am and 6:00 pm.
1.3 The company has the right to alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times the company will consult with the affected employees and:

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

1.4 Any dispute about exercise of the employer's right to alter start and finish times may be referred to the FWA for determination pursuant to clause 7.

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

If total worked hours for the day are to be ten hours or more there will be an additional 20 minute rest break paid at time and one half of ordinary time rates to be taken at the end of ordinary hours, and prior to the commencement of overtime. Employees may elect to take payment in lieu of stopping work for this break in which case the employee will be regarded as having worked a further 20 minutes, and be paid accordingly.

2 Overtime

2.1 Except as varied herein, overtime will be worked in accordance with the provisions of the Agreement

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

2.3 Saturdays, Sundays and Public Holidays

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

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

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

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

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

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

(b) Overtime worked on a Sunday will be paid for at the rate of double ordinary time rates.

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

(d) In all cases the payment for meal and rest breaks will be:

i. one 30 minute combined Rest Period/Crib Break paid at the appropriate rate and taken at an agreed time during the morning;

ii. a further 20 minute Crib break paid at double ordinary time rate if total worked hours are in excess of eight hours.

3 Work Cycles & Rostered Days Off

3.1 The ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the ‘RDO’. RDO’s are paid at the ordinary time rate paid to employees at the time of taking the RDO, and shall include the daily ‘Fares & Travelling Allowance’, and any applicable Site Allowance as prescribed by this Agreement. Provided that twenty-six RDO’s shall be accrued by an employee in each twelve months continuous service.

3.2 Each day of paid leave taken and any holiday (as prescribed in the Public Holidays and Holiday Work provisions of this Agreement), occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.

3.3 Upon commencement of employment, employees who have not worked a complete ten day/two week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDO’s falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDO’s will be paid in full as they occur.

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

3.4 RDO Schedule


(b) Work on Scheduled RDOs

Work may take place on a scheduled RDO or on any substituted day where it is required by the company and such work is necessary to meet operational requirements. These works will be determined by the employer and its employees following consultation with the affected employees, as per the clause 35 of the agreement.

Where the company requires work to be performed on a scheduled RDO (or any substituted day) because of the circumstances set out above it is to follow the following process:

(i) The employees are to be notified in writing by the company at least five days prior to the scheduled RDO;
(ii) The company is to consult with the effected employees;
(iii) Employees who agree to work will work on the scheduled RDO;
(iv) An employee may refuse to work on a scheduled RDO if the requirement to do so is plainly unreasonable having regard to:
    • the hours of work that will be worked by that employee in the week of the scheduled RDO;
    • the employee’s family responsibilities; and
    • any other special circumstances peculiar to the employee.

(i) An employee can be required to work on more than two scheduled RDO’s in any six week period provided the employee is working within the work health and safety law, including the fatigue management policy.
(ii) Such work shall be paid for at ordinary time rates of pay, following a two weeks’ notice, otherwise penalty/overtime rates apply;
(iii) The untaken RDO will be re-scheduled to another day falling within six weeks of the originally scheduled day provided that the re-scheduled RDO is to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the parties, such agreement not to be unreasonably withheld.

Disputes over the application of this clause will be dealt with in accordance with the disputes settlement procedure set out in clause 10 of this Agreement. If a dispute is notified within 24 hours of the provision of the written notice required by (i) hereof, then work is not to take place on the scheduled RDO until the dispute is heard and determined.

(c) Unforeseen and Emergency RDO work

If five days notice is not provided then the affected employees, in addition to accrued entitlements, shall be paid penalty rates and provisions as prescribed for Sunday work in the Award.

3.5 Alternate RDO’s
a) Where the company and a majority of the company’s employees at an enterprise or job site agree, another day may be substituted for the scheduled RDO.

b) .

c) Where there is a dispute in relation to an alternate RDO, the matter may be determined in accordance with clause 10 – Disputes Resolution Procedure – of this Agreement.

3.6 Banking of RDO’s

During the earthworks summer season the employer and employees to this Agreement may agree to the banking of RDO’s during the months of January, February, March, April and May. These exemptions to the industry calendar are subject to the following provisions:-

(a) The proposal to bank RDO’s will be put to the employees on a project by project basis at a meeting conducted by the employee representative at the commencement of a project or substantially in advance of the first RDO the company seeks to have banked.

Details of such banked RDO’s shall be entered on to each employee’s employment records.

(b) One RDO will be taken in each month where banking occurs as per the Industry RDO calendar. The RDO would normally be adjacent to shutdown/no work weekends on that calendar if they occur in a month subject to banking. If this does not occur in that month then the employer and employees will agree on which of the calendar RDO’s will be taken at the point where agreement is reached on banking.

(c) Where an agreement cannot be reached, the employee will notify the employer that they will take the RDO within two weeks.

SUPERANNUATION

The company shall be, and remain during the life of this Agreement, a participating employer in the Construction and Building Unions Superannuation Scheme (C+BUS). No employee shall commence employment unless he/she is a registered worker in the C+BUS Scheme or other Industry Fund.

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

From 1/7/17 10% of ordinary income

The above contribution rates do not limit the company’s liability under the Superannuation Guarantee Charge (SGC).

Incolink Payments
On major projects the company shall make payments of $78.05 per week into the
Incolink fund no 2. These payments shall be adjusted on a yearly basis in accordance
with Incolink deed.

**Travelling Allowance**

Travel Allowance per day as set out shall be paid to an employee working within the
terms of this Agreement.

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**Exclusions from this Agreement**

**Metal Trades Labour Hire Agreement**

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