

AMWU AND METROPIPE HOLDINGS PTY T/A METRO PIPE SERVICES
Metal Engineering North East Link
Project Agreement 2023 - 2026

1.0 Title

This agreement shall be known as the AMWU AND METROPIPE HOLDINGS PTY T/A METRO PIPE SERVICES Metal Engineering North East Link Project Agreement 2023 – 2026 or herein, as “**Agreement**”.

2.0 Definitions

In this Agreement:

“**flat allowance**” means an allowance that is not counted when applying overtime penalties, shift loadings etc. A flat allowance is not paid when an employee does not work or is on paid leave unless it is expressly stated otherwise.

“**all purpose allowance**” means an allowance that is counted when applying overtime penalties, shift loadings etc. An all-purpose allowance is paid when an employee is on paid leave unless it is expressly stated otherwise.

“**Critical Works**” means all construction work on the Project that is required to continue unimpeded. These works are:

- any work supporting or necessary for Tunnelling Operations in the excavation of shafts;
- any work supporting or necessary for Tunnelling Operations in the mining of the tunnel and caverns;
- any work supporting or necessary for track occupation i.e. occupation of a defined section of train or tram line, to carry out inspections, repairs, maintenance, up-grade work, improvements, additions or any other works which could interfere with services on the network; or
- any work supporting or necessary for significant temporary construction activity including but not limited to road/lane closures, pedestrian access closures, public transport access, beam lifts, concrete pours, asphalt or crushed rock placement, traffic switches or utility relocations.

Employees will be consulted and advised about the Critical Works they will be performing at the commencement of a shift or day

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4.0 Application and Incidence of Agreement

This Agreement shall apply to employees engaged by METROPIPE HOLDINGS PTY T/A METRO PIPE SERVICES performing on site construction work on the North East Link Project in Victoria.

5.0 Parties to the Agreement

The parties to the Agreement are:

5.1 METROPIPE HOLDINGS PTY T/A METRO PIPE SERVICES located at 2 Corks Road, Macedon, 3440 ("**Employer**");

5.2 All employees whether members or not of the organizations of employees listed in this clause and who are engaged in the classifications contained in clause 13.0 of this Agreement and or Award

5.3 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; ("**Unions**"),

6.0 Duration of Agreement

6.1 The Agreement commences 7 days after its approval by the Fair Work Commission and it will continue in force until varied, terminated or replaced by agreement by all parties to this Agreement.

6.2 The nominal expiry date of this Agreement is July 1, 2026.

7.0 Relationship to Award

7.1 The provisions of the National Metal and Engineering On Site Construction Industry Award 1999 ("the 1999 Award"), as it stood in 2002, are incorporated into and form part of this Agreement.

7.2 The provisions of the National Metal and Engineering On-Site Construction Industry Award 2002, as varied, ("the 2002 Award") are incorporated into and form part of this Agreement.

7.2A The provisions of the Building and Construction General On-Site Award 2020 ("the Modern award), as varied, are incorporated into and form part of this Agreement.

7.3 The incorporated provisions of the 2002 Award and/or the incorporated provisions of the Modern award will only apply where those incorporated provisions are more beneficial to employees covered by this Agreement than the incorporated provisions of the 1999 Award.

7.4 Reference in this Agreement to "the Award" or "Award terms" shall be read as applicable to whichever incorporated provision of the 1999 Award, 2002 Award or Modern award is applicable as the context requires.

7.5 Where there is any inconsistency between an express provision or provisions of this Agreement and an Award Term or Award Terms, the express provision or provisions of this Agreement shall prevail to the extent of any inconsistency.

7.6 This clause does not operate to incorporate any term of the Award that is unlawful or not permitted for the purposes of the *Fair Work Act 2009* (“Act”).

7.7 The Awards can be found here:

Award	Link
1999 Award	https://www.fwc.gov.au/documents/awardsandorders/html/pr919620.htm
2002 Award	https://www.fwc.gov.au/documents/consolidated_awards/ap/ap816828/asframe.html
Modern award	https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000020/default.htm

8.0 No Extra Claims

The parties agree that they will not, for the duration of this Agreement, pursue any extra claims in relation to any matters whether contained in this Agreement or not.

9.0 Hours of Work and Rostered Days Off

9.1 The 36-hour week

9.1.1 The ordinary hours of work are 36 hours per week.

9.1.2 The hourly rate for all purposes of this Agreement is to be computed by dividing an employee’s ordinary weekly wage rate by 36.

9.2 Rostered days off

9.2.1 General entitlement

- a) For each ordinary day or shift worked, 0.8 of an ordinary hours pay will be withheld and accrued towards RDOs.
- b) For clarity, 26 RDOs shall ordinarily be accrued by an employee in each twelve months.
- c) Each day of paid leave taken and any public holiday will be a day worked for accrual purposes.
- d) RDOs are paid at the ordinary time rate paid to employees at the time of taking the RDO, along with travel allowance’, and any applicable site allowance as prescribed by this agreement.

9.2.2 Scheduled RDOs

- a) RDOs will be scheduled in accordance with the indicative RDO/working day calendars for 2022, 2023, 2024 and 2025 (attached at **Appendix A**).

9.2.3 RDO Arrangements

- a) For clarity the employer may determine with its employees when and where work can be performed to meet operational requirements in order to manage its business and improve productivity.

- b) Where the employer and a majority of the employer's employees at a work area agree, another day may be substituted for the scheduled RDO.
- c) Wherever possible, such agreement will take place 5 working days prior to the change being implemented.
- d) RDOs taken are paid at the ordinary time rate paid to employees at the time of taking the RDO along with travel allowance, and site allowance.
- e) Upon commencement of employment, employees who do not have a full RDO accrued, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with the employer, RDOs will be paid in full as they occur.
- f) Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlements, and no more, have been provided. This means that employees then having received more RDO's than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

9.2.4 Banking of RDOs

- a) Where a scheduled RDOs is to be worked, the following shall occur:
 - i) There will be an alternate designated long weekend (DLW) as described above; or
 - ii) The RDO will be banked.
- b) Up to five RDOs may be banked and be drawn upon by the employee in accordance with the indicative RDO calendar, or at times mutually agreed.
- c) Details of such banked RDOs shall be entered on to each employee's employment records.
- d) In order to use a banked RDO an employee must seek prior approval by the employer a minimum of seven (7) days in advance. Such a request will not be unreasonably withheld. Accrued RDO's must be taken before any annual leave day(s) are approved and taken.

9.2.5 Work on Scheduled RDOs

Work may take place on a scheduled RDO or on any substituted day where it is required by the employer. Such requirements must be based on genuine circumstances.

- a) Examples of where work may take place include, but are not limited to, the following:
 - i) to perform Critical Works; or
 - ii) for reasons arising from Emergency Works; or
 - iii) because of unforeseen delays.
- b) For the avoidance of doubt, unforeseen delays include, but are not limited to: excessive periods of inclement weather, matters not necessarily the fault of the employer which has led to the project being delayed or behind schedule, the requirement to meet the employer's work program and unexpected delays in the project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

9.2.6 Performing work on Scheduled RDOs

- a) Where the employer requires work to be performed on a scheduled RDO (or any substituted day) it will consult with the affected employees within a reasonable timeframe.
- b) The employer is committed to providing as much notice as is reasonably practicable of a requirement to work. Wherever possible, notice will be at least 9 calendar days prior to the RDO in question.

- c) An employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
 - i) the employee's family responsibilities and;
 - ii) any other special circumstances peculiar to the Employee.
- d) An employee required to work who has been consulted with in accordance with the procedure shall be paid at the ordinary hourly rate.
- e) An employee required to work who has not been consulted with in accordance with the procedure shall be paid 250% of the hourly rate.

9.2.7 Designated Long Weekends

- a) A designated long weekend (DLW) is a weekend where a scheduled RDO and a public holiday both fall adjacent to (either before or after) a weekend.
- b) It is recognised that there is merit in programming no work on the RDOs adjacent to public holiday weekends during the working year. This will allow employees to have quality paid family leisure time.
- c) However, due to the unique nature of this project, it is agreed that where the employer identifies a need to perform work on a designated long weekend it can be achieved in 2 ways:
 - i) The employee performing working with additional penalties; or
 - ii) By agreeing on an alternate DLW and perform the work on the original DLW without additional penalty.

9.2.8 Working on Designated Long Weekends

- a) The employer will provide as much notice to employees as possible.
- b) Such requirement for employees to work must be based on genuine circumstances.
- c) The employer will consult and provide written notice at least two (2) weeks in advance to affected employees. The notice must specify the dates of the designated long weekend to be worked, and the dates of the proposed alternate designated long weekend (being another period of consecutive days in lieu of the original designated long weekend).
- d) Normal rates will apply for work on the original designated long weekend with the exception of the usual penalty rates for weekend work and public holidays.
- e) An employee may refuse to agree on an alternate designated long weekend if the requirement to do so is plainly unreasonable having regard to:
 - i) the hours of work that will be worked by that employee in the week prior to the DLW;
 - ii) the number of scheduled RDOs worked by the employee within the previous six weeks;
 - iii) the employee's family responsibilities; and
 - iv) any other special circumstances peculiar to the employee.
- f) An employee required to work on a DLW (other than where the above procedure has been applied) shall be paid 250% of the hourly rate, for each weekend day, public holiday and RDO worked.

9.2.9 Disputes relating to work on scheduled RDOs

- a) Where in accordance with the disputes resolution procedure, the union has been advised by the affected Employees of a concern regarding the process undertaken to work on the

scheduled RDO (or substituted day) it will, by close of business on the Monday following the provision of the employer's notification, notify the employer of the concern.

- b) The parties will meet urgently to hold discussions to attempt to resolve the matter. Where the matter cannot be resolved, it will be escalated in accordance with the dispute resolution procedure set out at clause 32 in this Agreement.
- c) Where the union fails to notify the employer by close of business on the Monday following the provision of the employer's notification, work shall be performed on the scheduled RDO (or substituted day) in question.

10.0 Rest and Meal Breaks

10.1 One 10-minute paid morning rest break and a 30-minute unpaid lunch break will be scheduled within ordinary daily hours. The lunch break must be taken no later than 6 hours after work starts.

10.2 If the total worked hours for the day are 10 hours or more there will be an additional 20-minute rest break paid at ordinary rates to be taken at the end of ordinary daily hours, and prior to the commencement of overtime. However, an employee may elect to take a 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 he or she must be paid accordingly.

11.0 Overtime

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

11.1 All overtime worked shall be paid at double time.

11.2 Saturdays, Sundays and Public Holidays

11.2.1 All overtime worked on a Saturday or Sunday will be paid for at the rate of double ordinary time rates. Employees required to work on a Saturday will be afforded a minimum 4 hours work or be paid as if 4 hours was worked, provided that when a site is restrained (by council restriction) from commencing work before 9:00 am on a Saturday, all overtime will be paid for at the rate of double of the all purpose rates, and a minimum of 4 hours work must be paid.

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

11.2.4 Overtime worked on a **Sunday** must be paid for at the rate of double time of the all purpose rates.

11.2.5 Overtime worked on a **Public Holiday** must be paid for at the rate of double time and one half of the all purpose rates.

11.2.6 Where it is agreed to work lockdown weekends a payment of triple time of the all purpose rate will be paid.

11.3 Rest breaks on Saturdays, Sundays and Public Holidays

11.3.1 An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined rest period/meal/crib break after four hours work, such time to be paid

at double time, with a further 20 minute crib break to be paid at double time if the overtime continues past 8 hours worked.

11.3.2 In the case of overtime work being cancelled by the company at the end of the 4-hour minimum or any time thereafter, employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest period if not already taken.

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

11.4 Payment

The 30 minutes combined rest period/crib break and all subsequent crib breaks must be paid as if time worked at the appropriate rate.

11.5 Rest period after overtime

11.5.1 If is necessary to work extended overtime, an employee may take 10 consecutive hours off duty between the end of the overtime and the start of the employee's ordinary work on the next day or shift without loss of pay.

11.5.2 In the event that an employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the employee shall be paid at double the all-purpose rate until the employee is released from duty for such period.

11.6 Offer and acceptance of weekend overtime

11.6.1 The employer is committed to providing reasonable notice to employees of an offer/cancellation of weekend overtime. To this end, notice will generally be provided prior to the normal meal break on Thursday. Where the employer is unable to give such notice, the Employer may offer or cancel the overtime—as the case may be—by notifying affected employees before the end of ordinary hours on Thursday. Where the Employer fails to comply with this term, the employee will receive the overtime payment that had been requested.

11.6.2 Overtime will only be offered where required; there will be no “one-in-all-in” overtime.

11.6.3 Employees who accept an offer of weekend overtime are obliged to attend for work. However, if due to extraordinary circumstances an employee is unable to attend site, he or she must notify the Employer before the planned finishing time for work on Friday.

11.7 Leisure time protected—the 56-hour cap

Working more than 56 hours per week may require excessive amounts of overtime to be worked; where more than 56 hours of work in a week may occur, refer to clause 11.8.

11.8 Refusal of overtime

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

11.8.1 risks to employee's health and safety;

11.8.2 the employee's personal circumstances, including his or her family responsibilities;

11.8.3 the needs of the workplace or enterprise;

11.8.4 the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and

11.8.5 any other relevant matter.

11.9 Meal Allowance

Subject to the eligibility requirements of clause 26.6 of the Award, an employee required to work overtime for one and one half hours or more after working ordinary hours Monday to Friday and for every four hours worked at the end of the ordinary hours must be paid by the employer the amount listed below to meet the cost of a meal. The allowance shall be increased during the life of this Agreement as follows:

From the first pay period commencing on or after 1 July 2023	\$34.70
From the first pay period commencing on or after 1 July 2024	\$36.08
From the first pay period commencing on or after 1 July 2025	\$37.52
From the first pay period commencing on or after 1 July 2026	\$39.02

Where an employee has worked the weekend, for every four hours completed an employee will receive a meal allowance.

12.0 Shift work

Afternoon and nightshift shall be performed in accordance with the Incorporated Award Terms. During such period, engagement or cycle, the shift worker shall receive 100% more than his or her all-purpose rate of pay as set out in this Agreement including all allowances and loadings. All other allowances shall be paid in accordance with this Agreement.

13.0 Wage Rates and Increases

Employer shall pay employees wages at the rates set out in this clause.

Wage Group	Indicative Functions	Current	Full pay period on or after 1 st July 2023 4%	Full pay period on or after 1 st July 2024 4%	Full pay period on or after 1 st July 2025 4%	Full pay period on or after 1 st July 2026 4%
ECW9 130%	Advanced Engineering Trades Level 2 – Relativity to Base Trade Rate	\$2843.33	\$2957.07	\$3075.36	\$3198.38	\$3326.31
ECW8 125%	Advanced Engineering Trades Level 1 - Relativity to Base Trade Rate	\$2733.98	\$2843.34	\$2957.1	\$3075.36	\$3198.38
ECW7 120%	Special Class 3 Special Class Engineering Construction Tradesperson Level 3	\$2624.62	\$2729.60	\$2838.79	\$2952.35	\$3070.44
ECW6 115%	Special Class 2 Required to operate as such, Crane operator greater than 160 ton Commissioning works	\$2515.26	\$2615.87	\$2720.51	\$2829.33	\$2942.51

ECW5 110%	Special Class 1 - Required to operate as such Welding to xray testing etc. Rotating equipment/ Laser alignment.	\$2405.90	\$2502.14	\$2602.23	\$2706.32	\$2814.57
ECW4 105%	Above base Tradesperson - and required to work as such, crane operator greater than 40 ton but no greater than 160 ton. Welding to mag particle testing, etc. Hydrotesting.	\$2296.53	\$2388.40	\$2483.94	\$2583.30	\$2686.54
ECW3 100%	Base Tradesperson - Boilermaker, Fitter, welder, mechanical fitter or equivalent, operation of a mobile crane of greater than 20 ton but no greater than 40-ton, operation of plant equipment listed as group 3	\$2187.18	\$2274.67	\$2365.66	\$2460.29	\$2558.70
ECW2 97.5%	Engineering Construction Worker Level 2 - Operating mobile cranes of less than 20 ton Plant operators' group 2	\$2132.50	\$2217.80	\$2306.52	\$2398.78	\$2495.73
ECW1 92.4%	Trades Assistant - Trades assistant/labourer & cleaning duties	\$2020.95	\$2101.80	\$2185.87	\$2273.31	\$2364.24
Apprentice (90% ECW3)	Fourth year	\$1968.46	\$2047.20	\$2129.09	\$2214.26	\$2302.83
Apprentice (80% ECW3)	Third year	\$1749.74	\$1819.74	\$1892.53	\$1968.23	\$2046.96
Apprentice (60% ECW3)	Second year	\$1312.31	\$1364.80	\$1419.40	\$1476.17	\$1535.22
Apprentice (50% ECW3)	First year	\$1093.59	\$1137.34	\$1182.83	\$1230.15	\$1279.35

Note The all purpose allowance & trade certificate allowance are not included in the above rates.

14.0 Payment of Wages

Period of payment

Wages shall be paid weekly.

Method of Payment

Wages shall be paid by electronic funds transfer into a bank (or other recognized financial institution) account or accounts specified by the employee (where practicable)

Late Payment of Wages

An employee kept waiting for wages on-site on pay day for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work, shall be paid at overtime rates after that quarter hour within a minimum of a quarter of an hour.

14.4 Payslips

The following payslip details will be provided to all employees:

- (a) name of employing employer
- (b) business name, legal name, trading name and ABN/ACN
- (c) employee name
- (d) employee classification
- (e) date of payment and period covered
- (f) Details of the number of ordinary hours worked
- (g) details of the number of overtime hours worked
- (h) ordinary hourly rate and amount paid at that rate
- (i) overtime hourly rate and amount paid at those rates
- (j) gross wages paid
- (k) nett wages paid
- (l) details of any deductions made from the wages
- (m) details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave, etc;
- (o) details of the employers severance (PROTECT) and superannuation (including salary sacrifice) contributions including when the contribution was made and the amount and details of employee contributions including when the contribution was made and the amount.

15.0 Allowances and Special Rates Increases

Unless the contrary intention is clearly indicated, any allowance or special rate that has application under this agreement shall be adjusted by the same percentage and at the same time as the wage increases provided for under this agreement. (Except where this Agreement makes reference).

16.0 Tool Allowance

An employee classified as a tradesperson shall be paid a tool allowance of \$52.46 per week for providing and maintaining their own tools to undertake the work.

The tool allowance is an all-purpose allowance.

17.0 Construction Certificate Allowances

17.1 Construction trade certificate allowance

Where work is being performed on a site where several trade groups are working doing either or both building construction and metal engineering, an all-purpose construction trade certificate allowance of \$103.55 per week shall be paid to all employees classified as a tradesperson if they have had 3 months' experience on a construction site working as a tradesperson.

The trades certificate allowance shall not be paid if an employee is unable to show documented evidence of his or her tradesperson qualifications. Only certificate holders will carry out works that requires a certificate holder to perform i.e. Australian Standards

The trades certificate allowance is in recognition of the unique technical skills required by metals tradespersons on a construction site.

18.0 First Aid Allowance

- 18.1 The employer will pay each employee nominated and approved employee level 2 or level 3 first aider for each day worked as per the table below.
- 18.2 A level 2 first aider is an employee who holds the minimum qualifications from the St Johns Ambulance Association or similar body. A level 3 first aider is an employee who holds a higher first aid certificate from the St Johns Ambulance Association or similar body.
- 18.3 The first aid allowance will be paid as a flat daily allowance and does not attract loadings or penalties.
- 18.4 An employee nominated and approved as a first aider under this clause will perform first aid duties in addition to their normal work duties.
- 18.5 Where applicable, first aid allowance payment shall be as follows:

First Aid Allowance	First full pay period on or after 1 July 2023	First full pay period on or after 1 July 2024	First full pay period on or after 1 July 2025	First full pay period on or after 1 July 2026
Level 2	\$5.79	\$6.02	\$6.26	\$6.51
Level 3	\$6.63	\$6.90	\$7.18	\$7.47

19.0 Travel Allowance

- 19.1 The rates specified below shall be paid to each employee on every day worked and RDOs:

First full pay period on or after 1 st July 2023	\$53.00
First full pay period on or after 1 st July 2024	\$55.00
First full pay period on or after 1 st July 2025	\$57.00
First full pay period on or after 1 st July 2026	\$59.00

- 19.2 The distance will be measured by Google maps.
- 19.3 Where agreed between the parties' long-distance travel may be paid when the employee is expected to travel over 50 kilometres and no more than one hundred kilometres.

The above rates are in substitution for the rates as set out in the Award terms.

- 19.4 In addition to the travel allowance in above, where an employee is required at the employer's direction, as part of the employees working duties to utilize their own vehicle, all expenses incurred with regard to tolls (Citi link etc.) shall be reimbursed by the Employer.
- 19.5 The travel allowance is a flat allowance.
- 19.6 Where an employee agrees to use a vehicle provided by the employer, the travel allowance above will be paid at 50 percent.

20.0 Living Away from Home Allowance – *Distant Construction Sites*

20.1.1 Eligibility for Living Away from Home Allowance

- a) The eligibility of an Employee for living away from home entitlements will be determined by the Employee's declared place of residence.

20.1.2 Declared Place of Residence

- a) An employee will not be eligible for living away from home entitlements unless they have made a declaration as to their usual place of residence prior to engagement on the Project.
- b) An employee will not be permitted to commence work on the project unless they have completed a declaration as to their place of residence as required by this clause.
- c) Subject to clause (f), if the employees declared place of residence is outside of the area defined in Appendix C and the employee maintains this declared residence as their usual place of residence, then subject to this clause (including the additional period of engagement requirement below) then they will be eligible for living away from home entitlements under this clause.
- d) If the employees declared place of residence is within the defined area (including Ballarat and Castlemaine, as per Appendix F, then they will not be eligible for living away from home entitlements under this clause.
- e) An employee whose usual place of residence is outside the aforementioned criteria to the Project, but who declared when applying for employment on the Project to be considered for employment as though they do not live outside that area, will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.
- f) The declared place of residence stated prior to engagement on the Project will be considered to be the Employee's place of residence for the duration of their employment on the Project, for the purpose of this clause.

20.1.3. Entitlements for Eligible Employees

- a) When an Employee is deemed eligible for living away from home entitlements under the provisions of clause 20.1.2 above, the employer will:
 - i) Pay an allowance of \$1000.00 per seven (7)-day week in full recompense of all costs incurred. For broken parts of the week, the employer will pay \$200.00 per day; or
 - ii) Provide the Employee with reasonable (including camp style) board and lodging. Where this is supplied there will be no payment of living away from home entitlements under clause 20.1.3 a). i) above.
- b) The employer shall deduct living away from home entitlements under clause (a) on a pro-rata basis of \$200.00 per day for each day an eligible Employee is not ready, willing and available for work in accordance with the Construction Work Agreement or because of industrial action.

21.0 Site Allowance

- 21.1.1 In determining the site allowance the parties have acknowledged the Victorian site allowance scale regarding the size, scale, value, complexity and location of the Project and

agreed that this allowance will be paid to an employee to compensate for all flexibilities, rostering requirements and changes, site conditions and all special factors and/or disabilities associated with the Project.

21.1.2 Site allowance is a flat hourly allowance and does not attract any loadings or penalties and is payable for all hours worked on site.

21.1.3 No other allowance (award-derived or otherwise), except those expressly prescribed in the Construction Work Agreement, shall be payable.

21.1.4 The site allowance shall be \$10.35 1st July 2023, \$10.75 1st July 2024 & 2025, \$11.15 1st July 2026

22.0 Amenities

The employer will continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its' employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreement about the adequacy of facilities shall be dealt with through the dispute's settlement procedure of this Agreement.

23.0 Protective clothing

Overalls

All employees, upon commencement shall be provided with 3 pairs of overalls or the agreed equivalent which shall remain the property of the employee.

Before being issued with overalls, each employee will sign an authority allowing the Employer to deduct from final wages, an amount equal to the replacement value of any overalls that are not returned, regardless of the conditions of the same.

Safety Boots

Each employee, as near as practicable to commencement of permanent employment, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the Employer), to a maximum of \$240.00 (fixed for the life of this Agreement).

Prescription Glasses

Where an employee's glasses are damaged during the course of employment the employer will reimburse the employee up to \$500.00 on each occasion.

Wet Weather

All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc., (which remain the property of the Employer), will be supplied on all occasions deemed necessary.

Jackets

A new employee between 1 May and 31 August will be supplied by the Employer, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the employer for examination if so required. This clause will supersede the supply of Bluey Jackets applying under any other industrial agreements.

General Conditions

Where the Company is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Company will observe the better provision.

Where employees have received any of the above items from the same employer by way of another workplace agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis if required.

All clothing issued by the company may, at the discretion of the company, be branded with the company logo.

All clothing and footwear provided under this clause will be replaced on the basis of fair wear and tear.

24.0 Inclement Weather

24.1 Objectives

24.1.1 The parties agree that due to the requirement to complete Critical Works on this Project the provisions in this clause are specific and unique to this Agreement.

24.1.2 This clause seeks to provide a balance between:

- a) the rights of Employees to not work in circumstances where safety and/or comfort is impacted by inclement weather;
- b) the rights of the employer to ensure as much productive work as possible continues where the Project is impacted by inclement weather;
- c) the parties recognize that some work must start or continue, even if it is affected by inclement weather, but only if it safe to do so in accordance with clause 33.3.

24.1.3 This clause sets out the procedures and processes concerning inclement weather as follows:

- a) Definition of inclement weather;
- b) Procedure deciding if a work area is affected by inclement weather;
- c) Working arrangements and Payments;
- d) Hot Weather Guidelines;
- e) Dewatering.

- Definition of inclement weather

24.1.4 Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, hot weather [as defined below] or the like or any combination thereof).

24.1.5 The temperature of 35°C or above constitutes hot weather provided clause 24.4.9 will apply

24.2 Procedure deciding if a work area is affected by inclement weather

- 24.3.1 A work area(s) will be affected by inclement weather if it is unsafe and/or unreasonable for exposed Employees to continue working.
- 24.3.2 The employer shall, when requested by the Employees or their Employee Representative/ Union Delegate, confer (within a reasonable period of time) for the purpose of determining whether a work area or areas are affected by inclement weather.
- 24.3.3 For the purposes of this clause, whether an activity is safe or unreasonable to do so shall be resolved or determined in accordance with clause 33.

24.4 Working arrangements and Payment

24.4.1 Work continuing

- a) During periods of inclement weather work in air-conditioned environments (including properly functioning air-conditioned plant and machinery) or other areas not affected by inclement weather conditions shall continue as normal. During periods of hot weather, employees will walk a reasonable distance through the open to and from amenities provided it does not pose a serious threat to their health or safety.
- b) Should a portion of the project be affected by inclement weather, all other Employees not affected shall continue to work, e.g. spoil removal or other operations in equipment or areas that are not affected by inclement weather, regardless that some Employees may be entitled to stop work or be paid additional amounts due to inclement weather.
- c) The Parties accept that works may commence, resume or be completed without delay in the event of Inclement Weather. This would include employees performing Emergency Works and/or Critical Works.
- d) There are no additional payments for normal work continuing.

24.4.2 Transfers

- a) Should a portion of the project be affected by inclement weather, Employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.
- b) Employees may be transferred from a location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:
 - i) No Employee shall be transferred to an area not affected by inclement weather unless there is work available in the Employees' classification.
 - ii) If productive work is available for individual Employees, they may be transferred from a location on a site to work in areas which are not affected by conditions of inclement weather.
 - iii) Employees may be transferred from a site to another site and the employer shall provide, where necessary, transport.
- c) There are no additional payments when an Employee is transferred.

24.4.3 When work stops

- a) Any stoppage of work without due consultation will mean that all involved Employees are denied an entitlement to payment.

- b) Once the temperature reaches 35°C, as per clause i), work will cease for employees who are not performing Critical Works.
- c) The employer or the employer's representative on site and the Employee's representative shall agree that Non-Critical Works shall cease due to inclement weather and note the time of cessation of work.

24.4.4 When work resumes

- a) After the period of inclement weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.
- b) Rain at Starting time - Where the Employees are in the Crib Facilities, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall be required to go to work in a dry area or to be transferred to another site provided:
 - i) The rain stops; or
 - ii) A covered walkway has been provided; or
 - iii) The sheds are under cover and the employees can get to the fry area without going through the rain; or
 - iv) Adequate protection is provided. Protection shall, where necessary, be provided for the employee's tools.
- c) In the case of mechanical plant operators, where they have a dry cabin to work from and they can safely access their cabin without getting "drenched", they will return to work so long as the work itself is safe to perform. The employer will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.
- d) In this clause, a dry area shall mean a work location that has not become saturated by rain or where Employees would not become wet.

24.4.5 Work unaffected by inclement weather

- a) Should a portion of the Project be affected by inclement weather, Employees can be transferred to another work location undercover on the site or to another site in accordance with the provision prescribed. In particular, Crane crews will remain on site after four hours whilst any of the remaining structures crew are on site (or in the case of an agreed emergency). Any members of a Crane crew remaining on the site after the four-hour period will be paid to their planned finish time of that day.
- b) Employees presenting for work (that starts or continues outside the span of ordinary hours) when the temperature is at or over 35°C will remain on site in air-conditioned amenities for a minimum two hours, holding themselves available to commence work should the temperature fall below 35°C.
- c) Employees will not be entitled to payment for inclement weather as provided for in this clause unless they remain on the job until the provisions set out in this clause have been observed.
- d) Employees performing Emergency Works and/or Critical works will commence, resume or complete work in the event of Inclement Weather.

24.4.6 Leaving the job

- a) Prior to any Employee leaving the site due to inclement weather, consultation shall take place between Employee Representatives and Site Management. Any withdrawal from site, without due consultation will mean that all involved Employees are denied an entitlement to payment.
- b) Where works are prevented from occurring because it is raining:
 - i) for more than an accumulated total of four (4) hours of ordinary time in any one day; or

- ii) after the meal break, for more than an accumulated total of 50% of the remaining work time (ordinary hours).

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

- c) Provided that where, by agreement between the employer and/or the employer's representative and the Employee's representative, the Employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employee's inclement weather hours.
- d) Employees performing Emergency Works and/or Critical works will complete work in the event of Inclement Weather.

24.4.7 Entitlement to payment

- a) Employees shall be entitled to payment by the employer for ordinary time lost through inclement weather for up to 32 hours in every four weeks. For the purpose of this sub-clause the following conditions shall apply:
 - b) The first period shall be deemed to commence on the first full pay period on or after commencement of the Agreement and subsequent periods shall commence at four weekly periods thereafter.
 - i) An Employee shall be credited with 32 hours at the commencement of each four-weekly period.
 - ii) The number of hours at the credit of any Employee at any time shall not exceed 32 hours.
 - iii) If an Employee commences employment during a four (4) week period the Employee shall be credited 32 hours where the Employee commences on any working day within the first week; 24 hours where the Employee commences on any working day within the second week; 16 hours where the Employee commences on any working day within the third week and; 8 hours where the Employee commences on any working day within the fourth week.
 - iv) An Employee shall not be entitled to receive more than 32 hours inclement weather payment in any four-week period.
 - v) The number of hours credited to an Employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
 - vi) Payment under this clause shall be weekly.
 - vii) Provided further and subject to clause 24.4.7b)iii) an Employee who is working on a part-time basis shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time Employees proportionate entitlement shall be as follows:

32 X Number of hours agreed to be worked during the four-week period

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

prescribed by the Agreement shall apply.

24.4.8 Payment for Work during Inclement Weather

- a) An Employee who is affected by inclement weather (other than hot weather, pursuant to clause 24.5) and is required to work will be paid a penalty equal to 100% of their ordinary time rate (as set out in clause 13) for working ordinary hours, in addition to the applicable rate.
- b) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather Employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the penalty rates provided in the Construction Work Agreement for work during inclement weather calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
 - i) If an Employee's clothes become wet as a result of working in the rain during a concrete pour the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.

24.4.9 Hot Weather guidelines

Arrangements

- a) The Project will measure temperature by the Melbourne Bureau of Meteorology Monitoring Station at Melbourne (Olympic Park).
- b) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of work.
- c) If work has ceased for two consecutive days due to hot weather and the BOM has also forecast a cool change for that day, the employees on site on that day will remain in air-conditioned amenities for one and a half (1.5) hours after the temperature reaches 35°C. If the temperature drops to below 33°C, the employees will return to work.
- d) Even at temperatures below 35°C a work area may be affected by inclement weather if it is in direct sunlight and, by agreement with the health and safety committee and the employer, the work environment creates a serious risk to health and safety, having regard to the nature of the tasks being undertaken.
- e) It is expressly agreed that, other than as provided for above, work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of the Construction Work Agreement rendering the Employees ineligible for any payment which may otherwise accrue.
- f) The Project will ensure adequate workers are on hand to allow rotation in and out of the heat during the agreed Critical Works.
- g) All employees will be tool boxed regarding how to manage their hydration and wellbeing during hot weather.
- h) Where the external temperature exceeds 35°C and in the event the ventilation system in the tunnels and/or caverns ceases to operate either fully or partially and this creates a risk to the health and safety of the employees, then employees working underground (clause 24.4.10) and inside the acoustic sheds (clause 24.4.12) will cease work in accordance with clause 24.4.

24.4.10 Underground

- a) Critical Works
 - i) It is not anticipated that the outside temperature will cause the tunnel and caverns to exceed 35°C. An employee performing critical works underground during hot weather will continue to work without payment of a penalty.

b) Not performing Critical Works

- i) An Employee not performing Critical Works underground during Hot Weather will cease work in accordance with Clause 24.4. or
- ii) If required to continue working, shall be paid in accordance with clause 24.5.5 below.

24.4.11 Outside Acoustic Shed or Other Covered Work Area

a) Critical Works

- i) An Employee performing Critical Works on the surface outside an acoustic shed or other covered work area during hot weather, will be paid a penalty equal to 100% of their ordinary time rate (as set out in clause 13) for working ordinary hours, in addition to the applicable rate.

b) Not performing Critical Works

- i) An Employee not performing Critical Works outside the acoustic shed or other covered work area during Hot Weather will cease work in accordance with Clause 24.4 or
- ii) If required to continue working, shall be paid in accordance with clause 24.4.13 below.

24.4.12 Inside Acoustic Shed or Other Covered Work Area

a) Critical Works

- i) An Employee, performing Critical Works inside an acoustic shed or other covered work area during hot weather, will be paid a penalty equal to 50% of their ordinary time rate (as set out in clause 13) for working ordinary hours, in addition to the applicable rate at 35°C and up to 39°C. For Temperatures above 39°C the penalty shall increase to 100% of their ordinary time rate for working ordinary hours, in addition to the applicable rate.

b) Not performing Critical Works

- i) An Employee not performing Critical Works inside the acoustic shed or other covered work area during Hot Weather will cease work in accordance with Clause 24.4 or
- ii) If required to continue working, shall be paid in accordance with clause 24.4.13 below.

24.4.13 Requirement to continue working when not performing Critical Works

An Employee not performing Critical Works may after consultation with the employer be requested to work during hot weather and will be paid a penalty equal to 100% of their ordinary time rate (as set out in clause 13) for working ordinary hours, in addition to the applicable rate.

24.5 Dewatering

- a) Where the whole of a site is so affected by surface water following a period of rain that all productive work, other than critical works, is suspended by agreement of the parties, then dewatering will proceed as above with Employees so engaged being paid at penalty rates as is the case for safety rectification work. When other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.
- b) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the employer's obligations under the applicable health and safety legislation, appropriate Employees shall assist in the tidying up of their own work site or area if it is so affected. Where required, appropriate Employees will be provided with the appropriate PPE. Such work to be paid at single time rates. Productive work will continue in areas not so affected.
- c) To avoid any confusion any 'dewatering' time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather.

25.0 Casuals

- 25.1 Casual employees shall be paid a 35% loading on the wage rate for their classification set out in this Agreement. This loading applies for all purpose, to avoid doubt, all purpose allowances are paid prior to applying the casual loading.
- 25.2 The minimum period of engagement for a casual employee is one working day. On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of one day work.
- 25.3 A casual employee who has been engaged by the company on a regular and systematic basis for a period in excess of four weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment, if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the company.
- 25.4 A casual employee who has requested in writing to be converted to permanent employment, pursuant to clause 25.3, whose request has been refused by the company, is entitled to be paid 175 percent of the hourly rate prescribed in clause 13 of this Agreement.

25A.0 Job Security

The Parties to this Agreement will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded insofar as it is reasonably practicable to do so.

26.0 Apprentices

- 26.1 The employer is committed to providing increased employment opportunities for apprentices and trainees. Apprentices and trainees will be paid for attending the required schooling and all associated costs to complete their apprenticeship or traineeship.
- 26.2 All apprentices shall be supervised by an appropriately qualified tradesperson.
- 27.3 It is agreed that over the life of the relevant agreement that metal trade apprentices will be employed on the basis of the number of permanent tradespersons employed by the employer as follows:
- Less than 5 permanent metal tradesperson = optional
 - 5 – 10 permanent metal tradesperson = 1 apprentice
 - 11 - 20 “ = 2 apprentices
 - 21 – 30 “ = 3 apprentices
 - 31 – 100 “ = 4 apprentices
 - 101 plus “ = 5 apprentices
- 26.4 Apprentices will be paid the following percentages of the ECW3 rate of pay as set out in this Agreement;

Year 1	50%
Year 2	60%
Year 3	80%
Year 4	90%

- 26.5 Throughout their apprenticeship adult apprentices will receive the highest wage rate arising from the application of the following three options:
- 26.5.1 Where a person was employed by the company immediately prior to becoming an adult apprentice with the company, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured; or
 - 26.5.2 The ECW1 classification wage rate in this Agreement as set out in Clause 13; or
 - 26.5.3 The wage rate for apprentices as provided under sub-clause 26.3 of this Agreement.
- 26.6 The employer will pay the costs of all tools required by apprentices and trainees to perform their duties appropriate to their tasks and tools will be replaced on a fair wear and tear basis.
- Tools will remain the property of the apprentice.

27.0 Notice of Termination & Redundancy Pay

27.1 The Employer must not terminate an employee’s employment unless:

27.1.1 The employee has been paid the required payment in lieu of notice: or

27.1.2 The employee is guilty of serious misconduct.

27.2 The required payment is to be calculated as follows:

First calculate the notice period according to the table below; and then add 1 week to the notice period if the employee:

(a) is over 45 years old; and

(b) has completed at least 2 years of continuous service with the Employer; and then

Employee’s period of service with the Employer	Compensation period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 week
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(c) calculate the required amount of compensation on the basis that it must equal or exceed the total of all amounts that, if the employee’s employment had continued beyond the day that the employee’s employment actually ended for the compensation period set out above, the Employer would have become liable to pay to the employee if the employment had continuing during that period. That total must be worked out on the basis of: the employee’s ordinary hours of work (even if they are not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including for example allowances, loadings and penalties, overtime and any other amounts payable under the employee’s contract of employment.

27.3 If an employee is terminated 14 calendar days prior to public holiday or groups of public holidays, the employer will pay the employee for those public holiday/s.

27.4 The Employer must provide a Protect form and separation certificate to each employee when his or her employment is terminated.

27.5 Redundancy Pay

- (a) In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy, shall be entitled to the following amount of redundancy pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year	4 weeks' pay
2 years	6 weeks' pay
3 years	7 weeks' pay
4 years	8 weeks' pay
5 years	10 weeks' pay
6 years	11 weeks' pay
7 years	13 weeks' pay
8 years	14 weeks' pay
9 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) Provided that where an employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he or she receives which is attributable to the Employer's contributions. If the severance benefit is greater than the amount under 27.5(a) hereof then he or she shall receive no payment under that subclause.
- (c) Week's pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.
- (d) Provided that an employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above. For clarity, this includes for service less than a year.

28.0 Severance Pay – Contributions to an Industry Fund

28.1 The Company will during the life of this Agreement sign up to and remain a member of the redundancy payment approved workers entitlement fund PROTECT, all employees will be enrolled in the PROTECT fund and be entitled to redundancy benefits in accordance with the terms of the trust deed.

28.2 The employer's severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES (referred to in clause 27.0 of this Agreement), provided that where the employer has not made sufficient contributions into the employee's Severance fund to satisfy these obligations, the employer shall make up the difference and pay the said employee at the time of termination. This clause applies regardless of whether the employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy

i) Severance Payments are to be made for periods when Employees are on:

- (A) pay;
- (B) any form of paid leave;
- (C) WorkCover payments;
- (D) Co-invest Long Service Leave;

- (E) Income protection insurance payments (unless severance payments are made by a 3rd party, eg. Insurer); or
- (F) Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

28.3 Payments are not required for periods when employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.

28.4 (i) Contributions will be at the following rates:

- (A) \$225.00 per week from 1st July 2023
- (B) \$240.00 per week from 1st July 2024
- (C) \$250.00 per week from 1st July 2025
- (D) \$260.00 per week from 1st July 2026

ii) the following weekly contribution rate shall apply for apprentices

Year	Percentage	Rate 2023	Rate 2024	Rate 2025	Rate 2026
First	50%	\$112.00	\$120	\$125.	\$130.00
Second	60%	\$135.00	\$144.00	\$150.0 0	\$156.00
Third	80%	\$180.00	\$192.0	\$200.0 0	\$208.00
Fourth	90%	\$202.00	\$216.	\$225.0	\$234.00

At the request of an employee (or if the employee elects through the employee’s representative), the Employer will arrange as soon as possible for an authorised representative of Protect to attend the workplace where the Employer’s employees are engaged for the purposes of explaining to employees the benefits available to them under the Protect Severance Fund arrangements and to answer any questions that employees may have about the Protect Severance Fund arrangements.

28.5 The severance allowance shall be adjusted by the CPI (all Groups, Melbourne) in October each year for the CPI movement for the preceding period July to June.

28.6 Outplacement

In addition to redundancy entitlements, an employee who has been continuously employed by the company for more than 12 months and has been made redundant under the terms of this Agreement the employee will qualify for retraining assistance, career transition services and financial advice.

The parties will mutually agree on the provider for these services. Where the parties are unable to reach agreement, the default provider is Hudson.

29.0 Delegates

Representation

29.1 The Employer recognizes the role the employees' on-site delegate has in seeking to ensure industrial harmony on the site or at the workplace. Further the Employer recognizes that the on-site delegate is a first point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement. The delegate will have the opportunity to meet with all new employees covered by this agreement within one week of the commencement of their employment. The meeting will be held during ordinary time hours and will be concluded within a reasonable time.

29.2 A delegate shall, upon notification to the Employer by the Union, be recognized as the accredited representative of the employees and, if an employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to the Employer employment related matters affecting the employees he or she represents. At all other times the employee representative will perform productive work within his or her range of qualifications and competence. Further, the employee representative shall be allowed reasonable time during working hours to attend to such job matters affecting the employees.

29.3 Shop Stewards' duties include:

- 29.3.1 Representing the Union and its members in workplace relations matters at work;
- 29.3.2 Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
- 29.3.3 Keeping Union members informed of workplace relations matters and providing advice;
- 29.3.4 Interviewing new employees about workplace relations matters at the time they enter employment and/or prior to employees commencing work at site.
- 29.3.5 the opportunity to meet with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these delegate's duties.
- 29.3.6 Attend meetings outside the workplace to represent employees.
- 29.3.7 Prior to termination or transfer of an employee representative 2 days' written notice shall be given to the employee representative.

29.4 Union meetings

29.4.1 Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.

29.4.2 Meetings are to be timed so as to minimize inconvenience for all parties.

Delegate Facilities

29.5 The Employer shall provide an agreed facility for the use of the delegates to perform their duties and functions as the on-site representative of the employees.

The provision of the following facilities is to ensure that the employee representative is able to effectively perform his or her functions in a professional and timely manner. The facilities shall include:

- a fixed telephone;
- a computer with access to the internet, email and printer
- a table and chairs;
- a filing cabinet;

- air-conditioning/heating;
- access to stationery and other administrative facilities, as required
- Access to prominent notice board for the posting of union approved notices

30.0 Industrial Training Leave

Each year a delegate will be allowed up to 10 days paid leave per annum to attend Union approved training and other activities.

31.0 Posting of Agreement

To ensure that employees are aware of the terms of the Agreement, and to assist in any resolution of a dispute/s or the avoidance thereof a copy of this Agreement shall be retained by the Employer at all times for ready access by any employee on a project site and the Employer shall provide a permanent copy for each employee representative and occupational health and safety representative on a project site.

32.0 Dispute Settlement Procedure

32.1. The parties to this Agreement agree that any issue in dispute including in relation to the National Employment Standards should be resolved following the disputes procedure outlined below:

32.1.1 For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the “General Protections” provided in the Fair Work Act 2009 (“the Act”), and the National Employment Standards detailed in the Act, including any refusal of requests by the employer under s.65(5) and s.76(4).

- (a) The Employee/s concerned must first meet and confer with their immediate supervisor and genuinely attempt to resolve the dispute. The Employee/s may appoint another person to act on their behalf, including an delegate.
- (b) If the matter in dispute cannot be resolved under clause 32.1.1(a), the Employee/s concerned must meet with more senior management. The Employee/s may appoint another person to act on their behalf, including an delegate.

Employee/s concerned and their delegate (if applicable) shall be allowed a place designated by the Employer, a reasonable period of time during working hours to interview external advisors requested by the Employee/s concerned or the delegate, in the workplace.

- (c) If the matter in dispute cannot be resolved under clause 32.1.1(b), either party to the dispute may refer the matter to Fair Work Commission or the Victorian Industry Disputes Board.

32.2 The procedure shall be followed in good faith and without unreasonable delay.

32.3 If any party to the dispute fails or refuses to follow any step of this procedure, the non-breaching party to the dispute will not be obligated to continue through the remaining steps of the procedure.

32.4 In order to facilitate the procedure in clause 32.1:

- (a) The party to the dispute with the grievance must notify the other party to the dispute of the problem at the earliest opportunity;
- (b) Throughout all stages of the procedure all relevant facts must be clearly identified and records; and
- (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must cooperate to ensure that the disputes resolution procedures are carried out as quickly as possible.

32.5 Victorian Industry Disputes Board and FWC

32.5.1 Where the dispute is referred to the “Victorian Industry Disputes Board” (**Board**) in accordance with clause 32.1(c), the Board will, in the first instance, attempt to resolve the matter through conciliation in accordance with the Victorian Industry Disputes Board Panel Charter (**Charter**).

32.5.2 If the Board is unable to resolve the dispute by conciliation, the Board may nominate a private arbitrator to resolve the matter by arbitration in accordance with the Charter (**Private Arbitrator**). Subject to the right of either party to appeal to Fair Work Commission in accordance with clause 32.1 (c), the parties will be bound by the decision of the Private Arbitrator.

32.5.3 The parties agree that the Private Arbitrator may exercise all procedural powers necessary in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

32.5.4 If the parties to a dispute agree, a matter in dispute may also be referred to the Board for conciliation and for arbitration even if the matter in dispute (or part of it) has not progressed through the steps outlined in clauses 32.1(a) to (c).

32.5.5 If the matter is not settled by the Private Arbitrator, and the matter is a dispute about matters arising under this Agreement, the matter may be submitted directly to Fair Work Commission for conciliation and/or arbitration.

32.5.6 Where a matter does progress to Fair Work Commission, its decision shall be final and binding on the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

32.5.7 In conciliating or arbitrating a matter under this clause, reviewing a decision of the Private Arbitrator under this clause, or hearing an appeal under this clause, Fair Work Commission may exercise such procedural and other powers in relation to conferences, hearings, witnesses, evidence and submissions as are necessary to make the conciliation, arbitration, review or appeal effective.

32.5.8 In exercising arbitration power under this clause, the Private Arbitrator, the Board or Fair Work Commission must not make a decision or exercise its power in a way, which is inconsistent with the National Code of Practice for the Construction Industry, the Implementation Guidelines for the National Code of Practice for the Construction Industry or legislative obligations.

32.5.9. Subject to 32.2.10, below, whilst the parties are attempting to resolve the matter the pre-dispute status quo shall prevail. Where the dispute arises from a decision of the company the situation that prevailed prior to that decision shall prevail. Subject to this agreement, the parties will continue to work in accordance with this agreement and their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; in

which case the employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same enterprise or another enterprise, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply

32.6 Subject to the pre-dispute status quo, whilst these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the Employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

32.7 In any dispute raised pursuant to this clause of the Agreement the employer and the union agree that each party shall bear its own costs.

33.0 Occupational Health and Safety

Safety in the workplace

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

33.2 In meeting these objectives, the Employer and Employees have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda shall include:

- measures designed to include the safe operation of plant and equipment;
- training issues including specific hazards, health and safety systems, and site induction; and
- management of occupational health and safety through a comprehensive approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses.

Operation of occupational health and safety legislation, regulations and codes of practice

33.3 The Employer and Employees, in addition to ensuring compliance with occupational health and safety legislation, regulations and codes of practice shall implement the best achievable level of health and safety. The applicable legislation includes the Victorian OHS Act. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:

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

In the event that changes to occupational health and safety practices are deemed necessary the issue shall be referred to a consultative mechanism by agreement between the Employer and the affected employees.

Inductions

33.4 Prior to commencing work on site, all employees shall have attended and successfully completed a basic site induction (“Red Card”) course conducted by a registered training organization. Employees shall provide proof evidencing same if requested.

In addition, all new employees of the Employer shall be properly informed of:

- the rights and obligations of this Agreement including its disputes resolution procedures;
- the appropriate issue of work clothing and safety equipment as per this Agreement; including with union branding. It will be the first preferences for the issuing of clothing and safety equipment that is made in Australia; and
- the safety rules and procedures as required by the relevant legislation
- site-specific matters such as security.

33.5 Furthermore, it is recognized that workplace safety is aided if all new entrants to a particular project receive an induction to the particulars and peculiarities of that site.

33.6 The induction presentation and material shall have regard to the language skills of the employee.

Payment for Inductions

33.7 Where an employee is invited to undertake an induction or ‘refresher’ site induction for a specific site, whether in-person or by electronic means he or she shall be paid a minimum of four (4) hour's pay at the appropriate rate for an induction, and a minimum of one (1) hour for a ‘refresher’ site induction if he or she is employed on the site.

33.8 This will apply if the person is specifically attending for the induction only. This payment will be included in the first pay period once the employee has commenced on site.

33.9 Where an employee is invited to undertake an induction and the scope of work is reduced and the employee is not engaged due to this reduction, the above payment will still apply.

34.0 Annual Leave

34.1 All accumulated annual leave and annual leave loading must be paid out on an employee’s termination of employment—whatever the reason for the termination of employment.

34.2 Even though this Agreement does not provide for the working of continuous shifts, and continuous shifts will not be worked under this Agreement, the entitlement to 5 weeks’ annual leave under the National Employment Standards (see s 87 of the Act) is not affected by the operation of this Agreement.

35.0 Long service leave

Eligible employees shall be entitled to long service leave in accordance with Co-Invest.

36.0 Paid training

All employer agreed training shall be, wherever possible, in working hours. Training outside of ordinary working hours shall be paid at ordinary time rates.

37.0 Public Holiday(s)

37.1 There shall be an overall entitlement of 13 public holidays each calendar year. Employees will be entitled to the following public holidays without loss of pay:

New Year's Day	Australia Day	Good Friday
Easter Saturday	Easter Sunday	Easter Monday
Queen's Birthday	Labour Day	ANZAC Day
Christmas Day	Melbourne Cup	Boxing Day
Grand Final Eve Day (Friday before the AFL Grand Final)		
Any other locally gazetted, prescribed or declared half or full day public holiday		

37.2 If fewer than 13 public holidays are prescribed in a calendar year the employer and employee/s shall endeavour to reach agreement on which day or days shall be deemed to be the additional public holiday(s). If the employer and employee/s cannot reach agreement, the matter shall be determined under the dispute settlement procedure with due regard being taken to past practices and entitlements in the industry.

37.2 Whenever a public holiday (excluding Easter Saturday) falls on a weekend the next working day shall be observed as a substitute public holiday.

38.0 Annual Picnic Day

38.1 There shall be a paid annual picnic day which all employees covered by this Agreement are entitled to attend. Any employee working on this day will be paid the same rate as a public holiday (double time and a half). The day on which the annual picnic day occurs shall ordinarily be observed as the first Monday in December or as otherwise agreed between the Employer and employees.

38.2 All employees will be entitled to attend the Picnic Day without loss of pay, provided that proof of attendance is given to the employer.

39.0 Paid Parental Leave

Fourteen weeks paid maternity leave

Eligibility

39.1 The Employer will allow a female employee with no less than 12 months' continuous service before the expected date of birth of her child 14 weeks of maternity leave paid at the level of the employee's pre-leave earnings.

39.2 The level of pre-leave weekly earnings shall be calculated by multiplying an average week's pay by 14. For the purposes of this clause, an average week's pay is calculated by dividing the preceding year's earnings, including overtime penalties and shift loadings, by 52.

39.3 Paid maternity leave shall count as time worked for calculation of leave and other entitlements.

39.4 The full paid maternity leave entitlement shall be paid on the first pay day on or after the commencement of maternity leave.

Paid Paternity Leave

39.5 All male employees with 2 years' service working under this Agreement shall receive 1 week paid paternity leave at the time of confinement of their spouse in order to assist her and to care for their family.

Male employees with 5 years' service working under this Agreement shall receive 2 weeks paid paternity leave at the time of confinement of their spouse in order to assist her and to care for their family. The rate of pay shall be calculated in the same manner as that for maternity leave.

40.0 Personal / Carers Leave

An employee during his/her first year of employment with the Employer shall be entitled to sick leave entitlements at the rate of one day on commencement of employment, then one day at the beginning of each of the following calendar months to a maximum of 10 days for the first year of employment.

An employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of his/her second and each subsequent year which shall commence on the anniversary of engagement.

41.0 Personal Leave on Termination

41.1 The employer shall participate in an industry based portable personal leave scheme. To this end the employer shall make monthly contributions as contained in clause 40 into the National Entitlement Security Trust (NEST)

41.2 When an employee ceases his or her employment for any reason with the employer, the employee shall be entitled to access the funds accrued in NEST or leave the funds in NEST.

41.3 Alternatively the employer can pay out on termination for any reason unused portion of the employees personal/carers leave entitlement that the employee has accrued.

42.0 Income Protection

42.1 It is a term of the Agreement that the employer will provide income protection insurance through an AMWU nominated policy and scheme.

42.2 Majority of employees will determine the income protection insurance provider.

42.3 Where parties have agreed to use Protect as their income protection provider, the following terms will apply:

42.4 The income protection insurance payment will be collected and administered by the "Protect" Severance Scheme at the same time the severance payments are made. The income protection insurance payments will be paid for the employees and will be paid for all periods of authorised absence and cannot be on a prorata basis.

42.5 The income protection insurance payments and cover (including 3rd and 4th year apprentices) will be as follows:

	From July 1 2023
100% of income up to a maximum of \$2200.00 per week	\$60.00

42.6 Or in the case of first and second year apprentices the following income protection insurance payments and cover will be as follows:

	From July 1 2023
100% of income up to a maximum of \$1000.00 per week	\$27.00

The above rates (42.5 and 42.6) are inclusive of GST and stamp duty.

- 42.7 Income protection insurance providers other than Protect must only be used by agreement between the parties to this Agreement.
- 42.8 If the company does not comply with 42.1, the Company will pay full wages including normal penalties loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.
- 42.9 While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Company must continue to make superannuation contributions and PROTECT (severance) contributions on the employee's behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to PROTECT (severance) contributions—under this Agreement that increase will apply to the contributions).
- 42.10 While an employee is receiving payments under an income protection insurance policy pursuant to this clause he or she shall remain an employee of the Company and his or her absence shall count as service for the purposes of annual leave for up to 3 months and for all other purposes for up to 2 years in respect of any one disablement.
- 42.11 Any paid leave used (i.e. long service leave, annual leave, sick leave etc.) by an employee after the fourteen-day waiting period will be reimbursed to the employee once the claim is approved by the provider.
- 42.12 Whilst an employee is receiving income protection payments the Company shall increase the wages of the employee as set out in clause 6.1.
- 42.13 The Company agrees to affect the necessary insurance with that provider within 7 days of signing this Agreement. Also, the Company agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

43.0 Superannuation

43.1 The issue of to where superannuation contributions are made is dealt with by the *Superannuation Guarantee (Administration) Act 1992*, especially at Part 3A—Choice of fund requirements (**Choice provisions**). If the employer is required to give an employee a “standard choice form” or an “updated standard choice form” under the Choice provisions (**Form**), the Form must specify CBUS, USI Number CBU0100AU as the employer nominated superannuation fund.

43.2 On behalf of first- and second-year apprentices, the Employer shall make a superannuation contribution of 11% of their ordinary times earnings (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) on all earnings . (all earnings include full wages specified in this Agreement, travel allowance, fares allowance, all site allowances paid during ordinary time, shift allowances, any other components defined in the Superannuation Guarantee Legislation and casual loading).

43.3 On behalf of each employee and 3rd and 4th year apprentices, the Employer shall contribute:

From 1 July 2023	\$275.00 per week worked
From 1 July 2024	\$286.00 per week worked
From 1 July 2025	\$298.00 per week worked
From 1 July 2026	\$310.00 per week worked

or any greater amount as required by Commonwealth legislation.

44.4 For the purposes of this clause, all earnings include full wages specified in this Agreement, travel allowance, fares allowance, all site allowances paid during ordinary time, shift allowances, casual loading and any other components defined in the Superannuation Guarantee Legislation.

43.5 The Employer must make contributions to C+BUS in accordance with the rules of the fund.

43.6 A casual employee shall receive an amount on a proportionate basis and the contribution shall be the greater of either 11% or the proportionate amount.

43.7 The company will make contributions into superannuation when an employee is on any form of paid leave and for up to 52 weeks of absence from work and receives workers compensation or income protection. The minimum amount contained in the current agreement and increased by the wage percentage in clause 2 above will be the level of contribution to superannuation whilst an employee is on income protection up to a minimum period of 52 weeks.

43.8 The company will continue to contribute into an employees' superannuation fund while an employee is on Long Service Leave (including but not limited to Coinvest). Payment into the nominated fund will be in line with this clause.

43.9 In respect of a default fund employee, contributions must not be made for such employee into a fund or scheme that does not have a My Super product. This requirement does not apply if the fund or scheme is an exempt public sector scheme or if the [employee](#), and each other [default fund employee](#) in relation to whom contributions are made are defined benefit members.

43.10 Salary sacrifice for superannuation

- 43.10.1 An Employee may request that the Company salary sacrifice an amount of the Employee's wages to a complying superannuation fund nominated by the Employee.
- 43.10.2 The Company will, at its own cost, process the sacrifice through the Employer's payroll facility.
- 43.10.3 The Company will deduct the amount from the Employee's wages prior to PAYG taxation being applied. This will reduce the Employee's taxable income by the amount of the sacrificed component. The amount sacrificed will appear on the Employee's payment summary.
- 43.10.4 The Company will calculate and apply all penalty rates and leave loading rates etc. based on the wages prior to deducting the sacrificed amount.
- 43.10.5 An Employee may at any time withdraw from a salary sacrifice arrangement on giving a minimum of 2 pay periods' notice to the Company.
- 43.10.6 An Employee may alter the level/percentage of salary sacrifice only once per financial year (1 July to 30 June).
- 43.10.7 It is the responsibility of Employees to make themselves aware of the conditions relating to salary sacrificing which may vary from time to time depending on changes to legislation and the terms and conditions of the Employee's complying fund.
- 43.10.8 Employer superannuation contributions will not be reduced by any contributions made through salary sacrifice arrangements.
- 43.10.9 The Employee's salary for all purposes other than tax liability will be calculated as if the salary sacrifice arrangement had not been in place.

44.0 Protection of Employee Entitlements

The parties agree that in the event that a transmission of business is to occur as defined in the Incorporated Award Terms and in order to protect employees accrued annual leave entitlements, that the company shall either pay employee entitlement into an agreed industry fund, or enter into bank guarantee, insurance bond or other arrangement to secure assets equivalent to the total amount of such accrued entitlements prior to the transmission occurring.

The accrued entitlements will be calculated to the date on which the transmission of business will occur. Entitlements will be calculated in accordance with the Incorporated Award Terms, legislation or as specified within this agreement.

Further, the employer agrees that in the event of a transmission of business, the Employer will consult with employees and employee representatives before the transmission of business to monitor the implementation of this sub-clause and the Employer agrees, having regard for confidentiality, that it will table information relevant to the financial viability of the Employer.

Any dispute or issue in connection with the operation of this clause will be resolved in accordance with the dispute resolution procedure set out in this agreement.

The operations of this sub-clause will not change the provision or the application of clause 15.4 "transmission of business" of the Incorporated Award Terms.

45.0 Contractors

45.1 Before the employer engages contractors or labour hire companies to do work covered by this Agreement the employer must consult and reach agreement with the Union. For the purpose of the consultation the employer must inform the Union of:

- the name of the proposed contractor(s) or labour hire company or companies;
- the type of work proposed to be given to the contractor(s) or labour hire company or companies;
- the number of persons and qualifications of the persons the proposed contractor(s) or labour hire company or companies may engage;
- and the likely duration.

The employer must consult with the Union over issues such as:

- safety;
- criteria for the selection of particular contractors or labour hire companies;
- whether having the work done in-house will enhance or diminish job security for employees engaged under the Agreement;
- alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire companies; and
- inductions and facilities for contractor and labour hire employees.

45.2 Wages and conditions of contractors' and labour hire companies'

(i)

(a) contractors and labour hire companies engaged on site by the employer must maintain an appropriate Agreement with the relevant union(s)..

(b) The employer must ensure the wages and conditions of contractors' and labour hire companies' employees engaged to do work covered by this Agreement are no less favorable than the wages and conditions provided for in this Agreement for equivalent or similar work.

46.0 Workplace Flexibility

46.1 The terms in clause 46.4 of the Agreement may be varied by an individual flexibility arrangement ("IFA").

46.2 The Employer will not make an IFA unless the following conditions are satisfied:

46.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;

46.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;

- 46.2.3 The IFA must be genuinely agreed to by the employer and the employee;
- 46.2.4 The IFA must meet the genuine needs of the employee and employer;
- 46.2.5 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
- 46.2.6 The IFA must be able to be terminated:
- 46.2.6.1 by either the employee, or the employer, giving written notice of not more than 28 days; or
- 46.2.6.2 by the employee and the employer at any time if they agree, in writing, to the termination.
- 46.2.7 The IFA must be in writing and signed:
- 46.2.7.1 in all cases—by the employee and the employer; and
- 46.2.7.2 if the employee is under 18—by a parent or guardian of the employee; and
- 46.2.7.3 The IFA must be given to the employee within 14 days after it is agreed to.
- 46.3 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.
- 46.4 The terms that may be subject to an IFA are:
- 46.4.1 Annual Leave single day absences - Upon the request of the employee, the employer may agree to single day annual leave absences to be taken by the employee up to a maximum of 10 days.
- 46.4.2 The timing and taking of breaks altered.

47.0 Consultation

47.1 Introduction of Change

47.1.1 Company's duty to notify

Prior to the company making a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the employee representatives.

"Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award (as varied by clause 5 of this Agreement) makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

Rosters and Hours of Work

When the company contemplates changes to regular rostering or ordinary hours of work, the company must consult prior to the introduction of the proposed change. The company must also:

- (a) discuss with the relevant employees and their representative the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees and their representative:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the company reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees and their representative to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

47.2.1 Company's duty to discuss change

The Company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to 47.1.1, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt genuine consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in 47.1.1. If employee/s appoint a representative for the purposes of this terms; the employer will be notified of the identity of the representative and the employer must recognize the representative.

The company will ensure that relevant employees are invited to give their views about the impact of any change (including any impact in relation to their family or caring responsibilities).

For the purposes of such discussion, the Company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees.

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

47.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

47.3 Company's duty to be reasonable

The Company shall take reasonable steps to mitigate the adverse effects of change upon employee.

48.0 Industry Fund Compliance

- 48.1 The Company shall ensure that all its employees covered by this Agreement are compliant with the industry schemes PROTECT, CBus and Coinvest.
- 48.2 At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised industry fund representative to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under fund arrangements and to answer any questions that employees may have about fund arrangements.
- 48.3 It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

49. FAMILY VIOLENCE

- 49.1 Employees experiencing family violence will have access to personal/sick leave additional paid leave and leave without pay.
- 49.2 An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the employees minimum wage rate prescribed in Appendix 1 to attend proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family violence.
- 49.3 Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.
- 49.4 Employees may use carer's leave and where necessary leave without pay to support a person experiencing family violence.
- 49.5 An employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.
- 49.6 All personal information about family violence will not form part of the employee records and will be kept confidential.
- 49.7 An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.
- 49.8 An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of or perceived experience of family violence.
- 49.9 Employee representatives and Health and Safety Representatives will be provided time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

50.0 Accident Pay

- 50.1 The Employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.
- 50.2 **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's ordinary rate, which will increase with the wages increases contained in this Agreement at clause 13.
- 50.3 The Employer shall pay or cause to be paid accident pay as defined in clause **50.1** during the incapacity of the employee arising from any one injury for a total of 104 weeks whether the incapacity is in one continuous period or not.
- 50.4 In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

51. RETURN TO WORK AFTER A WORK RELATED OR NON-WORK RELATED INJURY OR ILLNESS

- 51.1 The parties agree that an effective and efficient return to work (RTW) process is important to both the employer and employees. The employer wants access to trained and experienced labour and employees want a consistent, easily understood and user-friendly process that reduces stress and uncertainty.
- 51.2 Where an employee is requested to demonstrate that they are fit to return to full duties then a medical certificate from the employee's treating medical practitioner will suffice.
- 51.3 Where an employee can return to work on modified duties, the employer will accept and make every effort to modify the requirements of the position to enable a graduated return to full duties.
- 51.4 An employee, making every effort to RTW will be provided with suitable employment.

52. LOCAL JOBS AND AUSTRALIAN MADE

- 52.1 The parties are committed to assisting in the development of an industry policy which can deliver real support and direct involvement of all major stakeholders, including Governments. The parties are committed to seeking undertakings from all Governments to give preference to Australian made and manufactured goods and materials. The parties will consult and determine specific measures that will promote Australian manufactured goods and materials to reduce and indeed eliminate the need to import where manufacture can occur in Australia. To this end the parties will foster, develop, and sustain an environment that facilitates manufacturing growth in Australia, enabling it to compete effectively in a global marketplace. This will be achieved also through continuous improvement in productivity and a highly trained and flexible workforce. The parties will also promote increased investment at the enterprise and industry level and measures to improve employment opportunities.
- 52.2 The Employer where possible will give preference when purchasing goods, that the products are Australian made.

53. REHABILITATION LEAVE

53.1 Leave to Attend Rehabilitation Program:

An Employee may be granted up to 30 days of paid Rehabilitation Leave:

- (a) To attend an approved rehabilitation program, where the Employer is satisfied that:
 - (i) The Employee is affected by addiction or a related health condition of any kind, including, but not limited to, alcohol or other drug (AOD) use/misuse or other addictive behaviors (e.g., gambling); and
 - (ii) The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with addiction or other related health conditions.

OR:

- (b) To provide care and support to an immediate family member of the Employee who requires care and support due to addiction or a related health condition of any kind.

53.2 Evidence and Quantum of Leave:

- (a) On production of proof of attendance at an approved rehabilitation program in accordance with clause 55.1(a) an Employee will be granted 30 days' paid leave to support completion of the program.
- (b) An Employee taking leave in accordance clause 49.1(b) will be granted up to 30 days' paid leave as required.
- (c) An Employer may require an Employee taking leave in accordance with clause 49.1(b) to provide evidence that care and support is required. Production of a medical certificate or statutory declaration will satisfy any such evidentiary requirement.
- (d) For the purposes of this clause, approved rehabilitation program will include any program offered by the Victorian Workers' Health and Wellbeing Foundation (VWHWF) including 'The Crossing'.

53.3 Other Leave:

- (a) An Employee may utilise leave under this clause in conjunction with any other type of leave.
- (b) For the avoidance of doubt, any leave granted under this clause will not break (and will count towards) an Employee's continuous service.

53.4 Supported Return to Work:

- (a) An Employee who has utilised leave under clause 49.1 will be supported by the Employer to return to work in a way that is sensitive to their recovery journey and their probable need for ongoing access to AOD support services. As such, the Employer will give due consideration to any reasonable request from an Employee in recovery or their chosen representative to alter the Employee's working arrangements, including but not limited to:

- (i) Flexible working hours to facilitate attendance at appointments or peer support sessions etc.
- (ii) Ability to work from home as needed.
- (iii) Flexible use of personal, annual, or long service leave, including single day or half-day absences.
- (iv) Access to reasonable unpaid leave.

54. ALCOHOL AND OTHER DRUGS (AOD) POLICY

56.1 Victorian Workers' Health and Wellbeing Foundation:

- (a) The Employer supports the objectives, rehabilitation measures, consulting, peer support and training initiatives offered by the Victorian Workers' Health and Wellbeing Foundation (VWHWF). The Employer will encourage Employees who are affected by alcohol or any other drugs to utilise the services of VWHWF.

54.2 Employee Assistance Program/Assistance:

- (a) All Employees, workers and managers can access the Employee Assistance Program (EAP) to obtain confidential help, assistance, and support. Where an Employee accessing the EAP raises concerns about their own alcohol and/or other drug use, they must be referred to a specialised/external AOD counselling service or approved rehabilitation services provider (including VWHWF) for assistance.
- (b) Employees covered by this Agreement will have access to the following additional services:
 - (i) Victorian Workers' Health and Wellbeing Foundation / Rehabilitation – Phone
 - (ii) Gambling
 - (iii) Admissions / Hotline
 - (iv) Suicide (Prevention) Awareness program

54.3 Consultation – AOD Policies:

- (a) Employees shall comply with the requirements prescribed in the policies of the Employer in relation to alcohol and other drugs.
- (b) Employees shall be trained and inducted in any alcohol and other drug policies that apply to them. Failure to do so shall mean that such policy does not apply.
- (c) Any new policies in relation to alcohol and other drugs introduced by an Employer, or changes to existing policies, are within the scope of, and shall be dealt with via, the consultation procedures at clause 9.
- (d) Where an Employer introduces any new policies in relation to alcohol and other drugs, the following principles shall apply:
 - (i) Alcohol and other drug (AOD) use is an Occupational Health and Safety issue, and prevention of workplace health and safety issues is the primary goal of AOD policy formulation.
 - (ii) Addiction and related conditions are health issues and will be recognised as such by the Employer.
 - (iii) Employees experiencing addiction or related health issues will be provided with appropriate assistance, support, and access to AOD services without jeopardising their employment.

- (e) Any disputes in relation to, or in connection with alcohol and other drug policies, testing and/or principles, are within the scope of, and shall be dealt with via, the dispute resolution procedures at clause 18

55. HSR/DELEGATE TRAINING ALCOHOL & OTHER DRUGS AND SUICIDE PREVENTION (AOD):

55.1 Alcohol and Other Drugs (AOD)

- (a) The Employer will provide paid time for HSRs/Union delegates or other approved Employees, to attend approved alcohol and other drug (AOD) training, with such pay as they would otherwise be entitled to receive from the Employer for work during that period and not otherwise be disadvantaged.
- (b) For the avoidance of doubt, leave to attend HSR/delegate AOD training is separate and additional to any Trade Union Training Leave granted under cl. 8 or Health and Safety Training Leave granted under cl. 24.
- (c) For the purposes of this clause, approved alcohol and other drug (AOD) training will include training provided by the Victorian Workers' Health and Wellbeing Foundation (VWHWF).
- (d) HSR/delegate AOD training programs will be determined in consultation with the Union to ensure the training is appropriate to the OH&S risks and hazards experienced in the sector, but must, at a minimum, be at least 3 hours in length and cover the following topics:
- (i) Australian Workplace Health and Safety statistics
 - (ii) Overview of the applicable state-based OH&S legislation, including relevant duties/obligations
 - (iii) Mental health – discussion about stress, anxiety and depression and how these conditions can interact with AOD use/misuse
 - (iv) Fatigue – overview of causes and coping mechanisms
 - (v) Illness and injury – management of illness and injury, legal requirements, rehabilitation process
 - (vi) Legal/illegal drugs and alcohol – statistics on current use, potential negative consequences to the workplace, workplace deaths and accidents associated with alcohol and other drug use (industry-specific where feasible)
 - (vii) Harms relating to alcohol and other drug use and harm reduction
 - (viii) Information about workplace impairment and recognising signs of impairment
 - (ix) Information about the Victorian Workers' Health and Wellbeing Foundation (VWHWF) and the programs/services it offers
 - (x) Information about the range of AOD support and treatment services available in the state and how to access appropriate supports/services
- (e) The Employer will make every endeavour to ensure that at least one Employee at every worksite/facility has received AOD training.
- (f) The Employer will, in consultation with the Union, undertake ongoing review of training needs and delivery throughout the life of this Agreement.

55.2 Suicide Prevention Awareness/Training:

- (a) The Employer recognises that mental health awareness and suicide prevention are important OH&S issues.
- (b) In order to improve mental health outcomes, the Employer agrees to support the VWHWF's (suicide awareness/prevention) program, including by:

- (i) Providing information about the program to Employees by posting authorised written material in a place within the workplace to which Employees have convenient access; or
 - (ii) distributing such material by appropriate means to Employees.
- (c) The Employer will provide suicide awareness and prevention training to Employees, including apprentices and/or trainees, however engaged, through an approved provider.
 - (d) For the purposes of this clause the Victorian Workers' Health and Wellbeing Foundation (VWHWF) is an approved provider of suicide awareness and prevention training.

55.3 Induction/Orientation Training (*can be inserted into pre-existing induction/orientation clause*):

- (a) Orientation and induction training for new Employees will include information about the services offered by the Victorian Workers' Health and Wellbeing Foundation (VWHWF).

55.4 The Employer will, in consultation with the Union, undertake ongoing review of training needs and delivery throughout the life of this Agreement.

- (a) Upon lodgement of this Agreement the Employer will contact VWHWF to make the necessary arrangements to comply with this clause and confirm that this has been done to the Union.

56. EMPLOYEE WELFARE

Employer Contribution:

- (a) If, at any time during the life of this Agreement, the Victorian Workers' Health and Wellbeing Foundation (VWHWF) commences operation of an alcohol and drug rehabilitation, outpatient support and outreach service for workers, the Employer will contribute \$1.00 per week for each Employee covered by this Agreement.
- (b) The Employer contributions will commence/be payable from:
 - (i) Any date within the first 28 days of the service accepting referrals/patients, or
 - (ii) At an **earlier** date agreed between the Employer and the Union.
- (c) Thereafter, the Employer contributions will be paid on a monthly basis and forwarded to the VWHWF by the fourteenth (14) day of the following month (i.e., January must be received by 14 February).

57. PERFORMANCE/DISCIPLINE (AOD):

- (a) The Employer will avoid using any disciplinary processes in the case of an Employee whose fitness for work and/or performance is affected by alcohol or other drug (AOD) use and will take the steps outlined at 57(c) in the first instance.
- (b) Where an Employer becomes aware or suspects on the basis of reasonable evidence that an Employee is affected by AOD use, the Employer will:
 - (i) Take a supportive and non-punitive approach in dealing with the Employee,
 - (ii) Encourage the Employee to access the assistance/supports outlined at cl. XX, including the EAP and services provided by the VWHWF,
 - (iii) Refer the Employee to a specialised/external AOD counselling service or approved rehabilitation services provider (including VWHWF) for further support where appropriate,

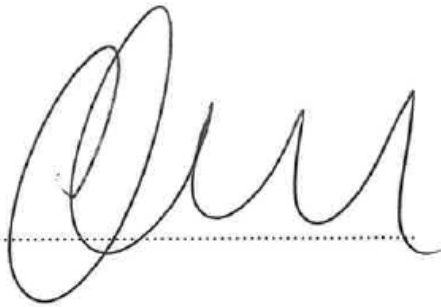
- (iv) Maintain confidentiality, so far as is practicable, in dealing with the Employee; and
- (v) Protect the Employee from discrimination and/or stigmatisation in the workplace as far as reasonably possible.

(c) Where declining fitness for work and/or poor performance associated AOD use is identified in the case of an Employee, the Employer will:

1. Bring the issue to the attention of the Employee.
 2. Ensure that the Employee is aware that the Employee Assistance Program (EAP) or referral to VWHWF can be accessed.
 3. Allow the Employee to nominate a support person or representative of the Employee's choice before engaging in further discussions and give the Employee reasonable time to find and nominate a support person or representative.
 4. Discuss the issue with the Employee and their support person/representative to identify the causes of the declining fitness for work and/or poor performance and agree on remedial action.
 5. Develop an Action Plan with the Employee and use a problem-solving approach to support the Employee to meet the required level of performance.
 6. Have follow-up sessions to review the Employee's performance and progress against the Action Plan until the issue is resolved.
 7. Maintain confidentiality, so far as is practicable, at all times.
 - 8.
- (d) For the purposes of cl. 53(c) an Action Plan developed with the Employee will be confidential, time-limited, and cannot be used against the Employee in any disciplinary process or for any other purposes.
- (e) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing addiction or a related health condition of any kind.

58.0 SIGNATURES

SIGNATURE:



Tony Marcomatis

State Secretary

29-05-24

NAME

POSITION HELD

DATE

SIGNED FOR AND ON BEHALF OF:

Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union
Level 1/251 Queensberry Street, Carlton South, Victoria, 3053

SIGNATURE: ...Brian j Davis.....

BRIAN DAVIS
NAME

DIRECTOR
POSITION HELD

24/5/24
DATE

SIGNED FOR AND ON BEHALF OF:

METROPIPE HOLDINGS PTY T/A METRO PIPE SERVICES
20 Corks Road, Macedon, 3440

APPENDIX A – RDO CALENDARS

2023

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
										1	2	3	4				1	2	3	4
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28					26	27	28	29	30	31	
29	30	31																		
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
										1	2	3	4						1	2
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
29	30	31												31						

FLW- Fixed long weekend 

PH- Public Holiday 

RDO- Rostered Day off 

AL- Annual Leave 

PD-Picnic Day 

West Gate Memorial WM 

RDO CALENDAR 2024 – INDUSTRY STANDARD

January							February							March							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
											1	2	3							1	2
	1	2	3	4	5	6	4	5	6	7	8	9	10	3	4	5	6	7	8	9	
7	8	9	10	11	12	13	11	12	13	14	15	16	17	10	11	12	13	14	15	16	
14	15	16	17	18	19	20	18	19	20	21	22	23	24	17	18	19	20	21	22	23	
21	22	23	24	25	26	27	25	26	27	28	29			24	25	26	27	28	29	30	
28	29	30	31											31							
April							May							June							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6				1	2	3	4							1	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
														30							
July							August							September							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						
October							November							December							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
		1	2	3	4	5						1	2	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

- FLW- Fixed long weekend 
- PH- Public Holiday 
- RDO- Rostered Day off 
- AL- Annual Leave 
- PD- Picnic Day 
- West Gate Memorial WM 

RDO CALENDAR 2025 – INDUSTRY STANDARD

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
													1							1
			1	2	3	4	2	3	4	5	6	7	8	2	3	4	5	6	7	8
5	6	7	8	9	10	11	9	10	11	12	13	14	15	9	10	11	12	13	14	15
12	13	14	15	16	17	18	16	17	18	19	20	21	22	16	17	18	19	20	21	22
19	20	21	22	23	24	25	23	24	25	26	27	28	23	24	25	26	27	28	29	
26	27	28	29	30	31								30	31						
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

- FLW- Fixed long weekend
- PH- Public Holiday
- RDO- Rostered Day off
- AL- Annual Leave
- PD-Picnic Day
- West Gate Memorial WM

RDO CALENDAR 2026 – INDUSTRY STANDARD

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
		30	31																	
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

- FLW- Fixed long weekend
- PH- Public Holiday
- RDO- Rostered Day off
- AL- Annual Leave
- PD-Picnic Day
- West Gate Memorial WM

APPENDIX – B OCCUPATIONAL HEALTH AND SAFETY RIGHTS

1. The parties to this agreement abhor loss of life, sickness and disability caused at work and believe that persons at work should be given the highest level of protection for their health and safety. The company is committed to applying the principle that hazards and risks shall be eliminated at the source through the application of the hierarchy of control.

REPRESENTATION

2. The parties agree that each agreed DWG is entitled to elect at least one HSR as a minimum. The election of more than one HSR per group and a deputy shall be subject to the agreement of the DWG and the parties. Elected HSRs and deputies may also be union delegates.

3. The members of the DWG shall determine how the election is to be conducted and may seek the assistance of the union at any time in making this determination and in the conduct of the election.

4. HSRs and deputies shall be elected by and from their DWG to hold office for a maximum of 3 years, subject to the wishes of the members of their work group.

RIGHTS AND POWERS

5. All rights, powers and entitlements of an HSR commence at the point of election.

6. The company will continue to permit HSRs the following courses of their choice, provided that the HSR gives 14 days' notice prior to the commencement of the course(s)

- An approved introductory HSR course of at least 5 days duration
- Approved Refresher courses on an annual basis
- Any other approved courses of training

7. The company shall also permit HSRs up to 10 days per year on a non-cumulative basis, over and above the entitlement in Clause 6 of this agreement to attend any other OHS seminars or conferences, networks, meetings or information sessions which are endorsed or facilitated by the AMWU of the HSR or deputies choice.

8. The company will permit HSRs or deputies to take such time off work as is necessary to attend any of the courses or sessions outlined in clauses 6 and 7 of this agreement, with such pay as they would otherwise be entitled to receive if they were at work.

9. The company shall pay the cost of the course and other costs associated with the HSRs or deputy's attendance for all of the courses outlined in Clauses 6 and 7 of this agreement.

10. HSRs shall be provided access as needed, to appropriate facilities including but not limited to notice boards, a telephone, a computer with email and internet connection, a private room, a photocopier, a camera etc.

11. HSRs shall not suffer any loss of wages or remuneration for carrying out their role as HSRs.

CONSULTATION AND ISSUE RESOLUTION

12. The parties agree that Health and Safety Committee(s) shall be set up when requested by HSRs. At least half the membership of all such committees shall be HSRs or their deputies as worker representatives. Where it is agreed between the parties that the not all HSRs and deputies shall be members of all committees, worker representation on the committee shall be agreed between the HSRs and deputies.

13. The parties are agreed that the provisions of Sections 35 - Duty to consult and 36 – How employees are to be consulted of the Victorian Occupational Health and Safety Act 2004, as that Act stood on 30 June 2009, shall continue to apply to consultation on all OHS matters.

14. The parties agree that the provisions of Section 73 – Resolution of health and safety issues of the Occupational Health and Safety Act 2004, and, Part 2.2 of the Occupational Health and Safety Regulations 2007, as they stood at 30 June 2009, shall continue to apply to the resolution of all OHS issues.

15. The company will continue to comply with its obligations under State occupational health and safety legislation, regulations and compliance codes.

Appendix C - Living Away from Home Allowance

100km radius of GPO Melbourne, VIC, 3000

The parties agree that the towns of Ballarat and Castlemaine are considered to be inside the radius.

