



**AMWU & HI RISE ACCESS PTY LTD  
METAL & ENGINEERING ON-SITE  
CONSTRUCTION AGREEMENT  
2024 - 2027**

## 1.0 Title

This agreement shall be known as AMWU & HI RISE ACCESS PTY LTD Metal & Engineering On-Site Construction 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.

**"Major Construction Work"** means a construction project in excess of \$134.7 million.

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### 4.0 Application and Incidence of Agreement

4.1 This Agreement shall apply to employees of HI RISE ACCESS PTY LTD performing work covered by the Building and Construction General On-site Award 2020 and engaged in the classifications set out in this Agreement on construction projects in Victoria. This excludes current construction projects which Hi Rise Access Pty Ltd, are already working on, from the date of this agreement and subject to project client scheduling, an expected finalised date of 28/02/2025. During this time, any new construction projects which Hi Rise Access Pty Ltd undertake on AMWU managed Construction Projects, and are not listed in Appendix F, will automatically fall under the 'AMWU & HI RISE ACCESS PTY LTD METAL & ENGINEERING ON-SITE CONSTRUCTION AGREEMENT 2023 – 2026'

4.2 For the avoidance of doubt, any projects undertaken by HI RISE ACCESS PTY LTD, outside the scope of the 'AMWU & HI RISE ACCESS PTY LTD METAL & ENGINEERING ON-SITE CONSTRUCTION AGREEMENT 2024 – 2027'; the HI RISE ACCESS PTY LTD ENTERPRISE AGREEMENT 2023 shall apply to employees of HI RISE ACCESS PTY LTD.

### 5.0 Parties to the Agreement

The parties to the Agreement are:

- 5.1 HI RISE ACCESS PTY LTD located at 2/54 Lara Way, Campbellfield, Victoria, 3061 ("Employer");
- 5.2 All employees whether members or not of the organisations 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; ("Union"),

### 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 30 June 2027.

### 7.0 Relationship to Award and the National Employment Standards

- 7.1 The provisions of the Building and Construction General On-site Award 2020 ("the Award"), as varied, are incorporated into and form part of this Agreement.
- 7.2 Variations to the Award made after the commencement of the Agreement will only apply if they are beneficial to the employees covered by the Agreement.

- 7.3 While this Agreement applies to work broadly where the Award applies (e.g. to civil and building construction), the substantive conditions incorporated into the Agreement are the conditions in the Award that apply to metal and engineering construction.
- 7.4 The incorporated Award terms will be read and applied as terms as this Agreement. This means, for example, loading and penalties in the Award will apply the Agreement's pay rates without any offsetting.
- 7.5 Where there is any inconsistency between an express provision or provisions of this Agreement and an Award term 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 This Agreement incorporates and operates in conjunction with the National Employment Standards ("NES"), subject to the Act. Where this Agreement is more beneficial in a particular respect to an employee then this Agreement shall prevail to the extent of the inconsistency. Where the NES is more beneficial in a particular respect to an employee, the NES shall prevail to the extent of the inconsistency.
- 7.8 The incorporated NES terms will be read and applied as terms as this Agreement. This means, for example, NES provisions will apply to the Agreement's rates without any offsetting.
- 7.9 The Awards can be found here:

Award	Link
Modern award	<a href="https://awardviewer.fwo.gov.au/award/show/MA000020">https://awardviewer.fwo.gov.au/award/show/MA000020</a>

### 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 Twenty-six paid rostered days off ("RDO") shall be accrued by an employee in each 12 months' service (or pro rata thereof) and shall be taken in accordance with this clause and the industry calendar.

9.2.2 The Employer may, with the consent of the union, allocate work to be done on any scheduled RDO provided that;

- (a) Such work shall be paid for at double time.
- (b) The untaken RDO will be re-scheduled to another day falling within 4 weeks of the original scheduled RDO or as agreed with the union.

- (c) The re-scheduled RDO may be taken on a day or days adjacent to a weekend, or in conjunction with annual leave.
- (d) The employer shall provide at least 48 hours notice of the requirement to work, where practicable, and must be approved by the Union prior to any work being performed.
- (e) An employee who declines a request to work on an RDO shall not be disadvantaged
- (f) Details of untaken RDOs shall be entered on to each employee's employment records.

### 9.3 Work cycles

- 9.3.1 Ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards an RDO on the tenth day.
- 9.3.2 Any paid leave and public holidays prescribed by this agreement which would otherwise be an ordinary working day count for the accrual of RDOs.
- 9.3.3 Upon commencement of employment, employees who have not worked a complete 10 day/2 week cycle shall receive pro rata accrual entitlements for their first RDO or group of RDOs falling after their commencement of employment.
- 9.3.4 Upon termination of employment an adjustment will be made to ensure that the full RDO accrual entitlement and no more has been provided. This means the employees then having received more RDOs than they are 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.

### 9.4 Leisure time protected

It is not the intention of the parties to this Agreement that excessive overtime will be worked. To that end, an agreed limit of 56 hours per week shall be observed. Request for additional overtime will be considered but not undertaken unless agreement has been reached between all the parties to this Agreement.

## **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 time 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 minute 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 it 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

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11.6.1 The Employer must make offers of weekend overtime prior to the normal meal break on Thursdays. However, if due to extraordinary circumstances, the Employer is unable to give such notice, or the Employer is unable to proceed with the overtime, 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 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

11.7.1 Excessive overtime must not be worked. More than 56 hours of work from Monday to Saturday is considered excessive overtime. This limitation is referred to as the "56 hour cap".

11.7.2 Work in excess of the 56 hour cap may be carried out where:

- (a) necessary by crane crews, peggies, first aiders, hoist drivers, concrete finishers, and site security personnel;
- (b) time is lost on a project due to any reason including inclement weather; or
- (c) there is agreement of the parties to this Agreement.

11.7.3 The Employer may arrange daily hours within the 56 hour cap.

11.7.4 Nothing in 11.7 implies:

- (a) that payment for 56 hours is guaranteed; or
- (b) the right of the Employer to schedule a program of hours within the 56 hour cap is diminished.

#### 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 Work on Fridays



The parties will endeavor to ensure that wherever possible normal productive work ceases at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the parties will ensure that a sensible approach to this restriction is maintained. This means work may continue if it is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed. Other circumstances where work may continue past the finish of ordinary hours on Fridays include the following:

- 11.9.1 to recover time lost due to excessive periods of inclement weather;
- 11.9.2 matters not the fault of the employer which have led to the project being delayed or behind schedule;
- 11.9.3 the requirement to meet the principal's work program; and
- 11.9.4 unexpected delays in the project due to scheduling of other works or supply of materials.

**11.10 Meal Allowance**

Subject to the eligibility requirements 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	\$35.83
From the first pay period commencing on or after 1 July 2024	\$37.26
From the first pay period commencing on or after 1 July 2025	\$38.75

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**

The 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 <sup>st</sup> July 2023	Full pay period on or after 1 <sup>st</sup> July 2024	Full pay period on or after 1 <sup>st</sup> July 2025
		\$ per week	4%	4%	4%
ECW9 130%	<b>Advanced Engineering Trades Level 2 – Relativity to Base Trade Rate</b>	\$2709.73	\$2818.13	\$2930.85	\$3048.08
ECW8 125%	<b>Advanced Engineering Trades Level 1 - Relativity to Base Trade Rate</b>	\$2605.51	\$2709.74	\$2818.13	\$2930.85
ECW7 120%	<b>Special Class 3 – Special Class Engineering Construction</b>	\$2501.29	\$2601.35	\$2701.80	\$2813.62

	<b>Tradesperson Level 3</b>				
ECW6 115%	<b>Special Class 2</b> Required to operate as such, Crane operator greater than 160 tonne. Commissioning works	\$2397.07	\$2492.96	\$2592.68	\$2696.04
ECW5 110%	<b>Special Class 1 -</b> Required to operate as such . <b>Welding to x-ray testing etc. Rotating equipment/ Laser alignment.</b>	\$2292.85	\$2384.57	\$2479.95	\$2579.15
ECW4 105%	<b>Above base Tradesperson -</b> and required to work as such, crane operator greater than 40 tonne but no greater than 160 tonne. <b>Welding to mag particle testing, etc. Hydrotesting.</b>	\$2188.63	\$2276.18	\$2367.23	\$2461.91
<b>ECW3 100%</b>	<b>Boilermaker, Fitter</b> boilermaker, welder, mechanical fitter or equivalent, operation of a mobile crane of greater than 20 tonne but no greater than 40 tonne, operation of plant equipment listed as group 3	<b>\$2084.41</b>	\$2167.79	\$2254.50	\$2344.68
ECW2 97.5%	Engineering Construction Worker Level 2 - Operating mobile cranes of less than 20 tonne Plant operators group 2	\$2032.30	\$2113.60	\$2198.14	\$2286.06
ECW1 92.4%	Trades Assistant Trades assistant/labourer & cleaning duties	\$1925.99	\$2003.04	\$2083.06	\$2166.48
Apprentice (90% ECW3)	Fourth year	\$1875.97	\$1951.01	\$2029.05	\$2110.21
Apprentice (80% ECW3)	Third year	\$1667.53	\$1734.23	\$1803.60	\$18755.74
Apprentice (60% ECW3)	Second year	\$1250.65	\$1300.67	\$1352.70	\$1406.81
Apprentice (50% ECW3)	First year	\$1042.21	\$1083.90	\$1127.25	\$1172.34

## 14.0 Payment of wages

### 14.1 Period of payment

Wages shall be paid fortnightly.

### 14.2 Method of Payment

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

#### 14.3 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;
- (n) 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**

Not applicable – Tools are provided by Hi Rise Access Pty Ltd

#### **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 \$94.89 per week from 1 July 2023 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.

Trade certificate allowance will increase annually by the percentage increase outlined in clause 13 of this Agreement.

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.

## **17.2 Multi – Ticket Rigger/Scaffolder/Dogman Allowance**

Where work is being performed on site where several trades are working doing either or both building construction and metal engineering/installation works and subject to satisfying the conditions specified in this subclause, an all purpose Multi - Ticket Allowance shall be paid to Riggers Scaffolders or Dogmen who hold and use multiple certificates issued pursuant to the relevant Act and/or Regulations, that are additional to the basic requirements of their classification.

### **Recognised Certificates/Tickets**

The Multi–Ticket Rigger/Scaffolder/Dogman Allowance shall be paid in recognition of the unique technical skills and multiple tasks required of riggers, or scaffolders or dogmen that go beyond their base qualification, while working on a construction site.

The following Certificates/tickets shall be recognised for the purpose of payment of Multi - Ticket Allowance:

#### **Classification                      Rigging (basic) and/or Dogman**

Multiple certificates  
Intermediate  
Advanced  
Forklift and/or non slewing Crane

#### **Classification                      Scaffolder (basic)**

Multiple certificates  
Intermediate  
Advanced  
Forklift

### **Eligibility**

To be eligible for the payment of a Multi – Ticket Allowance employees must, in addition to holding the appropriate tickets/certificates as listed under “Recognised Certificates/Tickets” above:

- have gained at least 12 months experience; and
- be able to exercise the skills that they have been accredited as acquiring through their qualifications; and
- perform the full range of their accredited skills when requested; and
- provide satisfactory documented evidence of their certificates.

### **Payment**

A Multi - Ticket Allowance of \$44.09 per week from July 1,2023 (increased annually by the percentage increase outlined in clause 13 of this Agreement) shall be paid for each certificate/ticket (as specified under “Recognised Certificates/Tickets” above) held above the basic

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qualification required for the employee to be classified as a rigger, dogman or scaffolder as the case may be, to a maximum amount of \$88.13 per week (increased annually by the percentage increase outlined in clause 13 of this Agreement). An employee claiming for payment of the Multi-Tickets Allowances shall utilize all such qualifications at the direction of the employer.

The Multi - Ticket Allowance shall be paid for all purposes.

#### **18.0 First aid allowance**

The Employer shall allow for the nomination of a sufficient number of qualified persons to render first aid. First aiders shall be paid a first aid allowance of \$23.07 per week (increased annually by the percentage increase outlined in clause 13 of this Agreement). This allowance is in substitution for the allowance set out in the Incorporated Award Terms.

The first aid allowance is an all purpose allowance.

#### **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 <sup>st</sup> July 2023	\$53.82
First full pay period on or after 1 <sup>st</sup> July 2024	\$55.97
First full pay period on or after 1 <sup>st</sup> July 2025.	\$58.21

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 kilometers and no more than one hundred kilometers.

19.4 In addition to the travel allowance in above, where an employee is required at the employers direction, as part of the employees working duties to utilise their own vehicle, all expenses incurred with regard to tolls (Citilink 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 A distant construction sites allowance of \$1000.00 per week or \$200.00 per day for part weeks (fixed for the life of this agreement) shall be paid where the Employer directs an employee to perform work on a project located 50 kilometers or more from the address of the Employer contained in clause 5.1 of this Agreement.

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

20.2 If an employee satisfies the Employer that he or she will incur a greater outlay than that above, then the Employer shall meet any out of pocket expenses.

20.3 A employer may supply first class accommodation including full board shall be provided by the Employer, and, in addition \$40.00 shall be paid for each night the employee is required to be away from home. This allowance is in substitution for the allowance set out in the Award at 20.1 of this clause.

20.4 The allowances in this clause are flat allowance.

**21.0 Leading hand allowance**

- (a) A person specifically appointed to be a leading hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest classification supervised, or the employee's own rate, whichever is the higher in accordance with the number of persons in the employee's charge.

In charge of	% of the appropriate weekly rate per week
1 Person	2.4%
2 – 5 persons	5.3%
6 – 10 persons	6.7%
More than 10 persons	9.0%

- (b) For daily hire employees, the hourly rate payable is calculated by multiplying amount prescribed in clause 21.0 (a) above by 52 over 50.4 (52/50.4) and dividing by 36 and the said amount will apply for all purposes of this Agreement.

**22.0 Site allowance**

Site allowances shall be paid in accordance with the formula set out in the Site Allowance Appendix A.

**23.0 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 disputes settlement procedure of this Agreement.

**24.0 Protective clothing**

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

**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 \$250.00 (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.

### **25.0 Inclement weather**

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

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

### **25.3 Definition of inclement weather**

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

### **Restriction of payment**

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

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

- 25.6 All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and workers.
- 25.7 Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate Agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- 25.8 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.
- 25.9 Prior to any employee leaving the site due to inclement weather, consultation shall take place between the employee or his or her representatives and site management where practicable. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved employees will be denied an entitlement to payment as per this clause.

#### **Dewatering**

- 25.10 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 occupational health and safety laws and legislation, employees shall assist in "dewatering" their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.
- 25.11 Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with employees so engaged being paid at penalty rates as is the case for safety rectification work. When other employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.
- 25.12 To avoid any confusion any dewatering time which prevents an employee from being engaged in his or her 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. Further, it does not affect an employee's entitlement under 25.28, below.

#### **High Winds**

- 25.13 The occurrence of high winds, whilst constituting inclement weather affecting some work processes, does not give rise to an entitlement for any employee whose work is suspended to leave the site and be paid. Payment will not be made for time so lost. The provisions of 25.32-33 do not apply to the time any work is suspended due to the effects of high wind.

#### **Conference requirement and procedure**

- 25.14 The Employer, or the Employer's representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not weather conditions are inclement. Weather shall not be regarded as inclement unless consultation takes place at such conference. Provided that if the Employer or the Employer's representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

#### **Cessation and resumption of work**



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

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

#### **Hot weather guidelines**

25.17 Temperature of or above 35°C shall be defined as constituting inclement weather for work in Victoria. This definition will be subject to review in other regions.

25.18 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.

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

#### **Working arrangements**

25.20 Any industry practice whereby all employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C, will no longer operate.

25.21 At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Incorporated Award Terms shall apply.

25.22 Once the temperature reaches 35°C work will cease, and employees may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Incorporated Award Terms shall apply.

25.23 During periods of hot weather, work in air conditioned environments shall continue as normal. Employees will walk a reasonable distance through the open to and from amenities and the air-conditioned workspace, provided it does not pose a serious threat to their health or safety.

25.24 By agreement with the occupational health and safety committee and head contractor, during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

25.25 It is expressly agreed that, other than as provided for in 25.21, work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of this Agreement, rendering employees ineligible for any payment which may otherwise accrue.

#### **Temperature Measurement**

25.26 Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station, for example (but not limited to): Melbourne, Moorabbin, Dunns Hill, Melbourne Airport, Frankston, and Point Wilson or as otherwise agreed between the employer and employees.

At the commencement of each project, the on-site management and employee representatives shall agree which is to be the applicable automatic weather monitoring station or shall determine an alternative method of temperature measurement.

### Shift Workers

25.27 All shift workers (i.e. workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a maximum of 2 hours, holding themselves available to commence work should the temperature fall below 35°C.

### Entitlement to payment

25.28 An employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather for up to 32 hours in every 4 weeks. For the purpose of this clause the following conditions shall apply:

- (a) The first period shall be deemed to commence on 28 February 2020 and subsequent periods shall commence at four weekly periods thereafter.
- (b) An employee shall be credited with 32 hours at the commencement of each 4 weekly period.
- (c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.
- (d) If an employee commences employment during a calendar month the employee shall be credited 32 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; 16 hours where the employee commences on any working day within the third week; and 8 hours where the employee commences on any working day within the fourth week.
- (e) No employee shall be entitled to receive more than 32 hours inclement weather payment in any calendar month.
- (f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- (g) Payment under this clause shall be fortnightly.
- (h) Provided further and subject to paragraph (d) hereof, an employee 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 daily hire employee's proportionate entitlement shall be as follows:

$$32 \times \frac{\text{Number of hours agreed to be worked during the 4 week period}}{152}$$

### Transfers

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

- (a) No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employee's classification.

- (b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- (c) Employees may be transferred from one site to another site and the employer shall provide, where necessary, transport.

#### **Completion of concrete pours and emergency work**

25.30 An employee shall not work or be required to work in the rain, except in the case of completing concrete pours or where agreed, emergency work.

In the event of rain the employee shall be provided with adequate wet weather clothing and shall be paid whilst working in rain at the rate of double their ordinary rate of pay.

#### **Safety**

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

#### **Additional wet weather procedure**

##### **Remaining on site**

25.32 Where employees are prevented from working because it is raining:

- (a) for more than an accumulated total of four hours of ordinary time in any one day; or
- (b) after the meal break, as provided for in the Incorporated Award Terms, for more than an accumulated total of 50% of the normal afternoon work time; or
- (c) during the final 2 hours of the normal work day for more than an accumulated total of one hour
- (d) the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances. Provided that where, by agreement between the employer and/or the employer's representative and the employees or their chosen representative the employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

##### **Rain at starting time**

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

- (a) the rain stops;
- (b) a covered walkway has been provided;
- (c) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (d) adequate protection is provided.

Protection shall, where necessary, be provided for the employees' tools.

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

**26.0 Casuals**

Not Applicable – Hi Rise do not employ casual employees.

**27.0 Apprentices**

27.1 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.

27.2 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

In addition to the above scale the Employer will recruit a minimum of 1 apprentice in the first year of the term of the agreement.

27.4 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%

27.5 Throughout their apprenticeship adult apprentices will receive the highest wage rate arising from the application of the following three options:

27.5.1 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

27.5.2 The ECW1 classification wage rate in this Agreement as set out in Clause 13; or

27.5.3 The wage rate for apprentices as provided under sub-clause 27.4 of this Agreement.

27.6 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.

**28.0 Compensation in lieu of notice of termination**

28.1 The Employer must not terminate an employee's employment unless:

28.1.1 the employee has been paid the required payment in lieu of notice; or

28.1.2 the employee is guilty of serious misconduct.

28.2 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.

28.3 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.

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

**29.0 Severance pay**

29.1 It is agreed that the employer will make weekly severance payments (payable monthly as determined by PROTECT) to the PROTECT severance fund for all employees (including apprentices) covered by this agreement. The Employer shall make weekly (or part thereof employed) contributions on each employee's behalf into PROTECT at the rate of:

- \$160.00 from October 1 2023
- \$180.00 from October 1 2024
- \$200.00 from October 1 2025

Or in the case of apprentices, the following weekly contribution rate shall apply (increased annually in line with 29.1):

Year	Percentage	Rate 2023	Rate 2024	Rate 2025
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First Year	50%	\$80.00	\$90.00	\$100.00
Second Year	60%	\$96.00	\$108.00	\$120.00
Third Year	80%	\$128.00	\$144.00	\$160.00
Fourth Year	90%	\$144.00	\$162.00	\$180.00

When an employee is made redundant, the difference between contributions made into PROTECT and the Award/National Employment Standards entitlement will be made up if necessary by the employer.

29.2 Severance payments are to be made for periods when employees are on:

- Pay
- Any form of paid leave
- Workcover payments
- LeavePlus/Long Service Leave
- Income protection insurance payments (unless severance payments are made by a third party e.g. insurer)
- Unpaid leave due to injury or illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES

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.

#### 29.4 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.

#### 30.0 Delegates

##### Representation

30.1 The Employer recognises the role the employees' on-site delegate has in seeking to ensure industrial harmony on the site or at the workplace. Further the Employer recognises 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.

30.2 A delegate shall, upon notification to the Employer by the Union, be recognised as the accredited representative of the employees and, if an employee seeks representation by the delegate, 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 delegate will perform productive work within his or her range of qualifications and competence. Further, the delegate shall be allowed reasonable time during working hours to attend to such job matters affecting the employees.

### **30.3 Delegates' duties include:**

- 30.3.1 Representing the Union and its members in workplace relations matters at work;
  - 30.3.2 Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
  - 30.3.3 Keeping Union members informed of workplace relations matters and providing advice;
  - 30.3.4 Interviewing new employees about workplace relations matters at the time they enter employment and/or prior to employees commencing work at site.
  - 30.3.5 the opportunity to meet with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these delegates duties.
  - 30.3.6 Attend meetings outside the workplace to represent employees.
- 30.4 The delegate shall have protection from victimisation and this right to be expressed in prohibiting the company from dismissing the delegate or from changing his or her department or shift or in any other way seeking to separate the Delegate from the union members without first consulting the relevant union organiser or State Secretary.
- 30.5 Upon the request of the delegate/s the company will arrange for the paid release of delegate/s to attend additional union meetings. These meetings include (but not limited to), yearly delegates forum, industry steering committees and quarterly Delegates/district committee meetings.
- 30.6 Where a delegate has been elected as a representative onto a union governing body, the company shall be notified of the position the delegate has been elected as well as the dates and time the meetings occur each year. Upon notification the company will arrange for the paid release of Delegate/s to attend these meetings.
- 30.7 Prior to termination or transfer of an employee representative 2 days' written notice shall be given to the employee representative.

### **30.8 Union meetings**

- 30.8.1 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.
- 30.8.2 Meetings are to be timed so as to minimise inconvenience for all parties.

### **Delegate facilities**

- 30.6 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

### 31.0 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.

### 32.0 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.

### 33.0 Dispute settlement procedure

33.1. 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:

33.1.1 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 a delegate.

Employee/s concerned and their delegate 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.

33.2 To allow for employees using this procedure to be fairly represented:

33.2.1 At a suitable location in the workplace, employees and their representative shall be allowed a reasonable period of time, during working hours, to meet and confer with required external advisors, union officials and other relevant persons (the "Employee team").

33.2.2 Meetings and conferences of the parties pursuant to this procedure shall occur at a suitable time and place. This means that:

33.2.2.1 the employer will provide a room at the workplace (or elsewhere if agreed) where meetings and conferences will occur, with a private area for the Employee team to caucus;

33.2.2.2 the Employee team will be allowed access to the workplace to participate in the process; and



33.2.2.3 the employer must take into account the availability of members of the Employee team when scheduling meetings and conferences—reasonable notice of meetings and conferences should be given.

33.2.3 If required for the settlement of a dispute, a meeting of relevant employees and the Employee team will be allowed in paid time so that a proposal can be explained and endorsed.

33.3 If the matter in dispute cannot be resolved under clause 33.1.1(b), either party to the dispute may refer the matter to Fair Work Commission or the Victorian Industry Disputes Board.

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

33.5 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.

33.6 In order to facilitate the procedure in clause 33.1:

- (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.

### **33.6 Victorian Industry Disputes Board and FWC**

33.6.1 Where the dispute is referred to the “Victorian Industry Disputes Board” (**Board**) in accordance with clause 33.1(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**).

33.6.2 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 33.1 (c), the parties will be bound by the decision of the Private Arbitrator.

33.6.3 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.

33.6.4 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 33.1(a) to (c).

33.6.5 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.

33.6.6 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.

33.6.7 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.

33.6.8 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.

33.6.9. Subject to 33.6.10, 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

33.6.10 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.

33.6.11 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.

## **34.0 Occupational health and safety**

### **Safety in the workplace**

34.1 The parties recognise 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 organisational framework which involves all parties in protecting employees' health and safety.

34.2 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**

34.3 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**

34.4 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 organisation. Employees shall provide proof evidencing 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.

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

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

#### **Payment for Inductions**

34.7 Where an employee is invited to undertake an induction or 'refresher' site induction for a specific site, whether in-person or be 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.

34.8 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.

34.9 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.

### **35.0 Annual leave**

35.1 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.

35.2 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 4 weeks' annual leave under the National Employment Standards (see s 87 of the Act) is not affected by the operation of this Agreement.

### **36.0 Long service leave**

Eligible employees shall be entitled to long service leave in accordance with LeavePlus.

### **37.0 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 and all associated costs.

### **38.0 Public Holiday(s)**

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

New Years Day	Australia Day	Good Friday
Easter Saturday	Easter Sunday	Easter Monday
Queens 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		

38.2 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.

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

### **39.0 Annual picnic day**

39.1 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 all the parties.

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

#### **40.0 Paid parental leave**

##### **Fourteen weeks' paid maternity leave**

###### **Eligibility**

- 40.1 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.
- 40.2 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.
- 40.3 Paid maternity leave shall count as time worked for calculation of leave and other entitlements.
- 40.4 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**

- 40.5 All male employees 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 1 year 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.

#### **41.0 Personal / Carer's 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 shall be entitled to two single day absences in each year of service without the production of a medical practitioner certificate or statutory declaration in lieu of a medical practitioner's certificate. An employee must otherwise comply with the evidence requirements for the taking of personal leave as per the National Employment Standards.

#### **42.0 Personal leave on termination**

- 42.1 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)
- 42.2 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.

42.3 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.

**43.0 Income protection**

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

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

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

43.4 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.

43.5 The income protection insurance payments and cover (including 3<sup>rd</sup> and 4<sup>th</sup> year apprentices) will be as follows:

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

43.6 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 (43.5 and 43.6) are inclusive of GST and stamp duty.

43.7 Income protection insurance providers other than Protect must only be used by agreement between the parties to this Agreement.

43.8 If the Employer does not comply with 43.1 the Employer 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.

43.9 While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Employer must continue to make superannuation contributions and PROTECT (redundancy) 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 and Superannuation contributions—under this Agreement that increase will apply to the contributions).

43.10 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 Employer and his or her

absence shall count as service for all purposes for up to 2 years in respect of any one disablement.

- 43.11 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.
- 43.12 Whilst an employee is receiving income protection payments the Company shall increase the wages of the employee as set out in clause 13.
- 43.13 The Employer agrees to effect the necessary insurance with that provider within 7 days of signing this Agreement. Also, the Employer 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.

#### 44.0 Superannuation

44.1 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.

44.2 On behalf of first and second year apprentices, the Employer shall make a superannuation contribution of 11% (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).

44.3 On behalf of each employee and 3<sup>rd</sup> and 4<sup>th</sup> year apprentices, the Employer shall contribute:

From 1 July 2023	\$ 280.00 per week worked
From 1 July 2024	\$ 295.00 per week worked
From 1 July 2025	\$ 310.00 per week worked

or any greater amount as required by Commonwealth legislation on all earnings as defined in clause 44.4.

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.

44.5

**Commented [JD1]:** Employees have the right to select any Superannuation fund they choose.

44.6 A casual employee shall receive an amount on a proportionate basis and the contribution shall be the greater of either 11% (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) or the proportionate amount.

44.7 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 as per 44.2 or 44.3 above will be the level of contribution to superannuation whilst an employee is on income protection up to a minimum period of 52 weeks.

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

44.9 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 MySuper 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.

#### 44.10 Salary sacrifice for superannuation

44.10.1 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.

44.10.2 The Company will, at its own cost, process the sacrifice through the Employer's payroll facility.

44.10.3 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.

44.10.4 The Company will calculate and apply all penalty rates and leave loading rates etc. based on the wages prior to deducting the sacrificed amount.

44.10.5 An Employee may at any time withdraw from a salary sacrifice arrangement on giving a minimum of 2 pay periods' notice to the Company.

44.10.6 An Employee may alter the level/percentage of salary sacrifice only once per financial year (1 July to 30 June).

44.10.7 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.

44.10.8 Employer superannuation contributions will not be reduced by any contributions made through salary sacrifice arrangements.

44.10.9 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.

#### 45.0 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.

#### **46.0 Contractors**

46.1 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.

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

(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.

#### **47.0 Workplace Flexibility**

- 47.1 The terms in clause 47.4 of the Agreement may be varied by an individual flexibility arrangement (“IFA”).
- 47.2 The Employer will not make an IFA unless the following conditions are satisfied:
- 47.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - 47.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
  - 47.2.3 The IFA must be genuinely agreed to by the employer and the employee;
  - 47.2.4 The IFA must meet the genuine needs of the employee and employer;
  - 47.2.5 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;
  - 47.2.6 The IFA must be able to be terminated:
    - 47.2.6.1 by either the employee, or the employer, giving written notice of not more than 28 days; or
    - 47.2.6.2 by the employee and the employer at any time if they agree, in writing, to the termination.
  - 47.2.7 The IFA must be in writing and signed:
    - 47.2.7.1 in all cases—by the employee and the employer; and
    - 47.2.7.2 if the employee is under 18—by a parent or guardian of the employee; and
    - 47.2.7.3 The IFA must be given to the employee within 14 days after it is agreed to.
- 47.3 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.
- 47.4 The terms that may be subject to an IFA are:
- 47.4.1 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.
  - 47.4.2 The timing and taking of breaks altered.

## **48.0 Consultation**

### **48.1 Introduction of Change**

#### **48.1.1 Company's duty to notify**

At least two weeks prior to the company making a definite decision to introduce major changes in production, program, organisation, 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, unions covered by this Agreement 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, unions covered by this Agreement and their representative to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) consider any views given by the employer about the impact of the change.

##### 48.2.1 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 48.1.1, the effects 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 48.1.1. 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 recognise 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.

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

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

#### 48.3 Company's duty to be reasonable

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

### 49.0 Site Agreements

Where an employee is employed or engaged at a site/client premise, where there is a general provision that applies to employees engaged on that site/client premises that provides a benefit that is superior to the provisions of this agreement, then the superior conditions shall apply. This provision shall go to such issues as wages, site allowances, classification levels and the like. For the avoidance of doubt, the dispute resolution procedure contained in this agreement applies to disputes over the application of this clause.

### 50.0 Industry Fund Compliance

50.1 The Company shall ensure that all its employees covered by this Agreement are compliant with the industry schemes PROTECT, Superannuation Funds and LeavePlus.

50.2 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.

50.3 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.

### 51.0 Family Violence

51.1 Employees experiencing family violence will have access to personal/sick leave additional paid leave and leave without pay.

51.2 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.

51.3 Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.

51.4 Employees may use carer's leave and where necessary leave without pay to support a person experiencing family violence.

- 51.5 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.
- 51.6 All personal information about family violence will not form part of the employee records and will be kept confidential.
- 51.7 An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.
- 51.8 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.
- 51.9 Delegates 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.

## **52.0 Accident Pay**

- 52.1 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.
- 52.2 **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.
- 52.3 The Employer shall pay or cause to be paid accident pay as defined in clause **52.1** 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.
- 52.4 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.

## **53. RETURN TO WORK AFTER A WORK RELATED OR NON-WORK RELATED INJURY OR ILLNESS**

- 53.1 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.
- 53.2 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.
- 53.3 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.
- 53.4 An employee, making every effort to RTW will be provided with suitable employment.

#### **54. LOCAL JOBS AND AUSTRALIAN MADE**

54.1 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.

54.2 The Employer where possible will give preference when purchasing goods, that the products are Australian made.

#### **55. REHABILITATION LEAVE**

55.1 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 another Employee or a friend or family member of the Employee who requires care and support due to addiction or a related health condition of any kind.

55.2 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'.

55.3 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.

#### 55.4 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.

## 56. 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.

### 56.2 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

### 56.3 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

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

### 57.1 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.

#### 57.2 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.

#### 57.3 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).

#### 57.4 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.

### 58. 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).

### 59. PERFORMANCE/DISCIPLINE (AOD):

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- (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 XX.1(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.

**60.0 Signatures**

SIGNATURE: .....

NAME	POSITION HELD	DATE
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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: 

.....

Jacinta Direen	HR Advisor	14/10/2024
NAME	POSITION HELD	DATE

SIGNED FOR AND ON BEHALF OF:  
HI RISE ACCESS PTY LTD  
2/54 Lara Way, Campbellfield, Victoria, 3061

## **Appendix A Site Allowance**

Site allowance procedure for construction (excluding major construction projects).

It is expressly agreed by the parties to this procedure that site allowances will not be claimed on any project where the project value is below \$3 million. In addition to the wage rates and allowances prescribed, the Employer shall pay to employees extra rates as set out in the special rates clause of the Incorporated Award Terms for the period when individual employees incur those disabilities prescribed by the said clauses, except those special rates which are specifically included in the site allowance applicable to a project.

A site allowance shall be paid at the appropriate rate per hour flat for hours worked on building sites, on all other projects the site allowance will be all purpose, to compensate for disabilities on a project and in lieu of the following Incorporated Award terms special rates – confined space, wet work, dirty work, second-hand timber and fumes.

### **Site allowance amounts**

The minimum project value, below which no site allowance is payable, is \$3 million. On sites which do not attract this site allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with the Incorporated Award terms.

The Rates shall be reviewed no later than 30 September 2023 and thereafter for each subsequent year of the Agreement consistent with the CPI movement.

The Site Allowance values and project values in this Clause shall be adjusted by the CPI (All Groups, Melbourne), effective from 1 October 2022 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year.

The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000. It is agreed by the parties that no allowance shall be claimed on any project, regardless of its location, where the project value is below \$3 million. In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be dealt with in accordance with the disputes resolution clause of the agreement. Provided that any outcome so determined will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, National Code of Practice for the Construction Industry and legislative requirements.

In determining the rate, the Panel Chairperson shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances. Special and exceptional circumstances may include working on projects where disabilities not comprehended in the Site Allowance procedure described herein exist. This may include where predominately contract metal trades construction work is being carried out. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the employees cease industrial action.

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

Site Allowance applicable from 1 October 2022

The minimum project value, below which no site allowance is payable is \$3 million as at 1 October 2022. On sites which do not attract this site allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with the Award.  
City of Melbourne (as defined in City Of Melbourne below)

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AMWU & INSERT COMPANY NAME

Metal Engineering On Site Construction Agreement 2023 – 2026 (, March 7, 2024 FINAL)

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- (a) \$3m up to \$224.6m: \$4.81 per hour worked  
Over \$224.6m refer to table in sub clause (b) below
- (b) Renovations, restoration &/or Refurbishment work \$4.15 per hour worked

The site allowance on projects which are a combination of new and renovation work, shall be governed by the majority of work involved. For example where the majority of work is new work, then the site allowance appropriate to new work shall be paid for all employees on the project.

#### New Projects Victoria

Project Value \$m	Site Allowance Per Hour
\$3.0m – 8.2m	\$2.77
\$8.2m – 20.2m	\$2.99
\$20.2m - \$40.8m	\$3.32
\$40.8m – 81.5m	\$3.93
\$81.5m - \$163.1m	\$4.65
\$163.1m - \$244.6m	\$4.8
\$244.6m - \$326.0m	\$5.03
\$326.0m - \$489.3m	\$5.20
\$489.3m – \$683.1m	\$5.31
\$683.1m – \$909.3m	\$5.42
\$909.3m - \$1184.9m	\$5.53
\$1184.9m – 1454.1m	\$5.97
1454.1m - \$1831.1m	\$6.47
For projects above \$1831.1 million, there shall be an increment of 10 cents per additional \$100 million or part thereof	

#### Shopping Centre Projects

All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand alone retail facilities having a project value in excess of \$3 million will attract the then Current City of Melbourne site allowance.

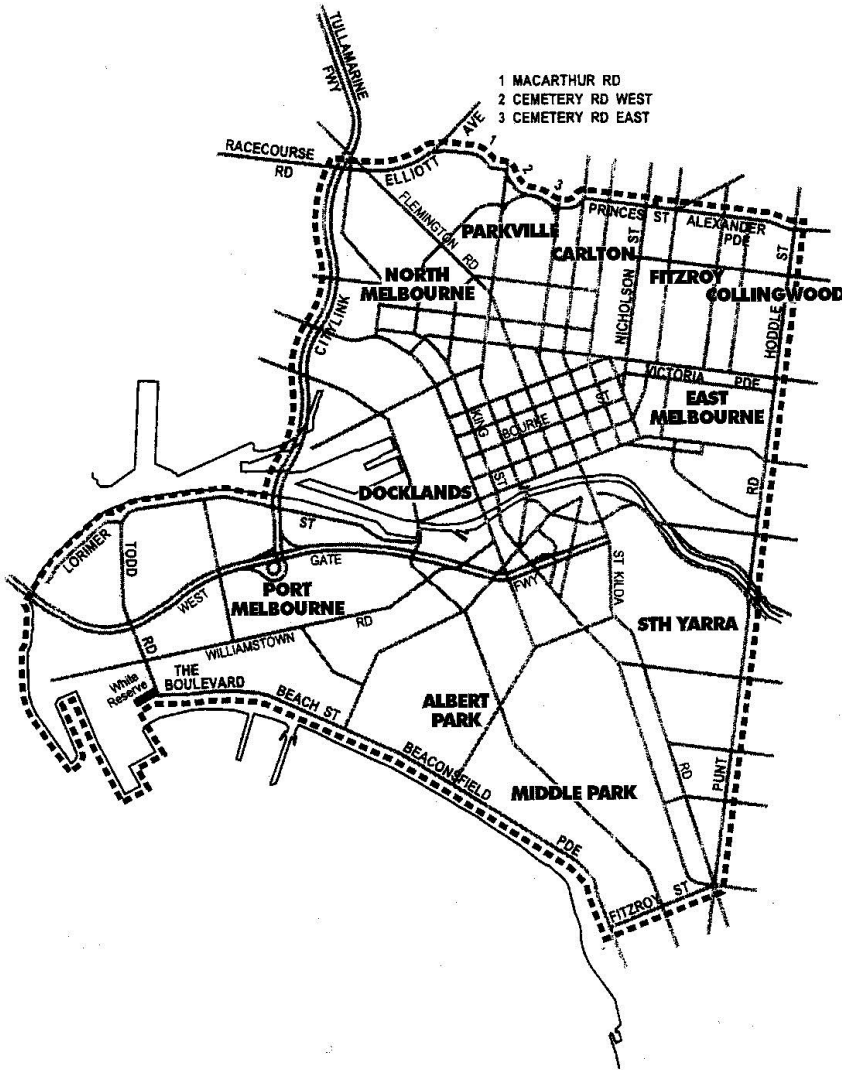
Where the project is of a mixed purpose, City of Melbourne site allowance rates will apply only where the retail component is at least \$3 million and occupies at least 51% of the area of the project.

#### City of Melbourne Definition

For the purposes of determining site allowance in accordance with this Agreement, the boundaries of the “City of Melbourne” are defined as follows:

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

The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade Hoddle Street and Alexandra Parade. Where one boundary of a project fronts at least one of the above streets then such project is deemed to be within the City of Melbourne.



## Appendix B Major Construction Projects

### 1. Application of this Appendix

The wage rates and nominated allowances contained in this appendix are applicable to Major Construction Projects with a project value in excess of \$134.7 million. Other allowances contained in this Agreement will continue to apply (i.e. tool allowance, trade certificate Allowance, etc.)

### 2. Definition

"Major Construction Projects" means total project value in excess of \$134.7 million.

"Total Project Value" means the estimated development cost of a major metal engineering project including cost of design, engineering, labour, materials, plant and equipment.

### 3. Wages Schedule

Wage Group	Indicative Functions	Current	Full pay period on or after 1 <sup>st</sup> July 2023 4%	Full pay period on or after 1 <sup>st</sup> July 2024 4%	Full pay period on or after 1 <sup>st</sup> July 2025 4%
ECW9 130%	Advanced Engineering Trades Level 2	\$2956.73	\$3075.01	\$3198.00	\$3325.92
ECW8 125%	Advanced Engineering Trades Level 1	\$2843.01	\$2956.74	\$3075.00	\$3198.00
ECW7 120%	Special Class 3	\$2729.29	\$2838.47	\$2952.00	\$3070.08
ECW6 115%	Special Class 2 Required to operate as such, Crane operator greater than 160 tonne and commissioning work	\$2615.57	\$2720.20	\$2829.00	\$2942.16
ECW5 110%	Special Class 1 Required to operate as such	\$2501.85	\$2601.93	\$2706.00	\$2814.24
ECW4 105%	Above base Tradesperson and required to work as such, crane operator greater than 40 tonne but no greater than 160 tonne	\$2388.13	\$2483.66	\$2583.00	\$2686.32
ECW3 100%	Boilermaker, Fitter operation of a mobile crane of greater than 20 tonne but no greater than 40 tonne, operation of plant equipment listed as group 3	\$2274.41	\$2365.39	\$2460.00	\$2558.40
ECW2 97.5%	Engineering Construction Worker Level 2 Operating mobile cranes of less than 20 tonne Plant operators group 2, Trade Team Leader and Supervisors	\$2217.55	\$2306.26	\$2398.50	\$2494.44
ECW1 92.4%	Trades Assistant & cleaning duties	\$2266.81	\$2158.62	\$2273.04	\$2363.96
Apprentice (90% ECW3)	Fourth year	\$2046.97	\$2128.85	\$2214.00	\$2302.56
Apprentice (80% ECW3)	Third year	\$1819.53	\$1892.31	\$1968.00	\$2046.72
Apprentice (60% ECW3)	Second year	\$1364.65	\$1419.23	\$1476.00	\$1535.04
Apprentice (50% ECW3)	First year	\$1137.21	\$1182.70	\$1230.00	\$1279.20

#### **4. Site Allowance**

In recognition of the nature of Major Construction Projects as defined a project disability allowance shall be paid at a rate of \$7.10 from July 1 2023 all purpose whilst working on site. This allowance will increase to \$7.39 per hour from 1 July 2024 and again to \$7.68 per hour from 1 July 2025.

The above allowances shall be deemed to compensate for all special factors and/or disabilities associated with working on Major Construction Projects. The site allowance is to compensate for disabilities on a project and is in lieu of the incorporated award terms special rates - confined space, dirty work, wet work second hand timber and fumes except for excessive height (over 15m), toxic, asbestos and insulation allowances.

Any dispute over the application of this clause shall be referred to the Fair Work Commission.

#### **5. Redundancy**

An employee shall accrue a severance payment of \$6.24 flat per hour from 1 July 2023. This payment will increase to \$6.49 flat per hour from 1 July 2024 and again to \$6.75 flat per hour from 1 July 2025.

This amount is in lieu of clause 28 of this agreement and the redundancy provisions of the Incorporated Award Terms. When an employee is made redundant, any difference between contributions made under this clause and the Award entitlement will be made up if necessary by the employer.

Employees shall have their accrued severance payments lodged with PROTECT.



**APPENDIX C – RDO CALENDARS**

**RDO CALENDAR 2023 – 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	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																					
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			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				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

**TO BE DETERMINED**

RDO CALENDAR 2026 – INDUSTRY STANDARD

**TO BE DETERMINED**

## **APPENDIX – D 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 a 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 deputies attendance for all of the courses outlined in Clauses 6 and 7 of this agreement.
10. The company is to permit HSRs to consult and communicate with and seek the assistance of anyone they deem necessary to assist them in representing employees. If required by the HSR, such consultation will take place on the premises at which work is being carried on under this agreement.
11. The company is to permit the HSRs to call meetings, during working hours of and with employee(s) to consult them on health, safety and rehabilitation matters. No employee shall lose pay during such meetings. HSRs may invite and have present anyone they deem may assist with the issues to be discussed, provided that reasonable notice is given and attempts made to minimise disruption to work.

12. 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.
13. HSRs shall not suffer any loss of wages or remuneration for carrying out their role as HSRs.

#### **CONSULTATION AND ISSUE RESOLUTION**

14. 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.
15. 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.
16. 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.
17. The company will continue to comply with its obligations under State occupational health and safety legislation, regulations and compliance codes.

## APPENDX

### APPENDIX – F: HiRise Access Pty Ltd Current Construction Projects

20809 RobertsCo	Façade Access 130 Lt Collins St
20819 RobertsCo	Façade Access 1-13 Cobden St - Oasis
21349 MPX (Multiplex)	133-153 Wellington Rd - Resilience Moderna - Walkway
22416 MPX (Multiplex)	133-153 Wellington Rd - Resilience Moderna - Freezer Access
21631 Maxcon - Ramy	12 - 22 Wellington St (Wellington Health)
21719 Maxcon (ENQ 6531)	68 - 88 Green St, Cremorne
Roberts Co	3 McNab