

# **Enterprise agreement**

## **Between**

**CFMEU - MANUFACTURING DIVISION**

**And**

**Menzel Glass Pty Ltd**

**Enterprise Agreement 2024**

**GLASS & GLAZING**

# **Menzel Glass Pty Ltd and CFMEU Manufacturing Division Enterprise Agreement 2024**

## **Part 1—APPLICATION AND OPERATION OF AGREEMENT**

### **1. Agreement Title**

- 1.1** This Agreement will be called the Menzel Glass Pty Ltd and CFMEU Manufacturing Enterprise Agreement 2024.

### **2. Arrangement**

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### **3. Application**

**3.1** This Agreement will apply to:

- (a) Menzel Glass Pty Ltd (**ABN 61 238 771 726**) located at 10 Crown Street South Geelong, VIC 3220.
- (b) with regard to all its employees who perform work which is within the coverage of the Joinery & Building Trades Award 2020 and the Building and Construction General On-site Award 2020 (the “Awards”).

### **4. Parties bound**

**4.1** This Agreement is made between and is intended to cover and be binding upon:

- (a) the Construction, Forestry, and Maritime Employees Union (“the Union”) and its officers and members; and
- (b) Menzel Glass Pty Ltd (the company); and
- (c) All employees of the company who perform work which is within the coverage of the Awards.

### **5. Duration of agreement**

- (a) This Agreement will come into operation 7 days after it is approved by the Fair Work Commission (FWC).
- (b) The nominal expiry date of this Agreement is 30 June 2027.
- (c) The Agreement will continue to operate until it is terminated or replaced.

### **6. Relationship awards and standards**

**6.1** This Agreement incorporates and applies wholly in conjunction with the Awards, as varied from time to time.

**6.2** Where there is an inconsistency between an express provision of this Agreement and a provision in the Awards, the provisions of this Agreement shall prevail to the extent of the inconsistency.

**6.3** The employer agrees not to implement the Awards in such a manner that would reduce any conditions, entitlements or benefits which were available to employees either prior making this agreement or prior to modernisation. Any classification structure or definition included in any Award which covered the workplace prior to modernisation will apply to all employees covered by this agreement. Any increase, improvement, or broadening of entitlements in the award will be taken to be included in this agreement.

- 6.4** The making of this Agreement does not affect existing above agreement payments and conditions of employment, unless the terms of this Agreement expressly provide that no other arrangements will apply.
- 6.5** Upon incorporating Award terms into the Agreement the incorporated terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award: references within the Awards to the ‘Award’ shall be read to mean this Agreement.
- 6.6** If, at any time, the conditions set out in this Agreement, including the incorporated Awards, are less favourable than those in the National Employment Standard, in any particular respect, the conditions in the Standard will apply to the exclusion of this Agreement in the particular respect in which they are more favourable.

## **7. Contract of employment**

- 7.1** The terms and conditions contained in this Agreement form part of the employment contract of all employees bound by this Agreement. The Company will provide a notification to all its affected employees, within twenty-one (21) days of this Agreement being approved by the Fair Work Commission, in the following terms:

*“The Menzel Glass Pty Ltd and CFMEU Manufacturing Division Enterprise Agreement 2024 was approved by the Fair Work Commission on the (date of certification). The terms and conditions of the Agreement are terms of your contract of employment with Menzel Glass Pty Ltd Accordingly, if a term of the Agreement is breached it may be enforced by you in a court of competent jurisdiction.”*

- 7.2** All new employees who will be performing work covered by this Agreement will on commencing employment with Menzel Glass Pty Ltd also be given the above notification.

## **8. Objectives**

- 8.1** The objectives of this Agreement are to:
- (a)** Improve job satisfaction of the company’s employees by improving on existing award and industry standards.
  - (b)** Increase efficiency and productivity of the company through the effective utilisation of skills and commitment of employees.
  - (c)** Improve skill levels of employees and management.
  - (d)** Enhance job security for current and future employees.
  - (e)** Provide a healthy, safe and non-discriminatory working environment.
  - (f)** Provide the resources and arrangements to ensure injured employees are adequately accommodated, after sustaining an injury at work.

## **9. No extra claims**

**9.1** Until this Agreement is replaced the parties agree that:

- (a) The Company, Employees and the Union will not, by any means whatsoever, demand, pursue or make any extra claims relating to benefits, conditions, obligations or matters contained in this Agreement;
- (b) The Company, Employees and the Union will not, by any means whatsoever, demand, pursue or make any claims relating to benefits, conditions, obligations or matters that are not contained in this Agreement ; and
- (c) The Company, Employees and the Union will not seek any changes to the Employee's terms and conditions of employment.

## **Part 2— COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION & WORKPLACE POLICIES**

### **10. Consultation term**

#### **10.1 General**

- (a) The parties agree that they will consult each other about matters involving changes to the organisation or performance of work in the workplace covered by this Agreement.
- (b) Such consultation will, but is not limited to, matters relating to: structural efficiency; training; termination; change and redundancy. In addition the parties may develop further consultative arrangements as required from time to time.
- (c) Employees must be consulted in the development of workplace polices. Workplace polices can only be introduced with the agreement of the employees.

#### **10.2 Consultation regarding Major Change**

- (a) If the Employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision. An employee is entitled to be represented by the Union or other representative for the purpose of consultation under this clause.
- (b) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees
- (c) For the purposes of the discussion the employer will provide the Union and relevant employees in writing:

- (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (d) In complying with this clause the employer is not required to disclose information which is confidential and commercially sensitive.
  - (e) The employer must give prompt and genuine consideration to matters raised about the major change by the Union or relevant employees.
  - (f) As soon as a final decision has been made, the Employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
  - (g) All participants must act in good faith in relation to the consultation process provided in this clause.
  - (h) While consultation in relation to major change is taking place, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the employer's consideration of major change will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
  - (i) In this clause:
    - (i) 'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
    - (ii) A major change is "likely to have a significant effect on employees" if it results in: the termination of the employment of employees; or change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs; or the introduction or variation of any policy or procedure relating to drug and alcohol testing, or the introduction or variation of any policy or procedure relating to workplace privacy and electronic surveillance of any kind in the workplace; or any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.

### **10.3 Consultation about changes to rosters or hours of work**

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and the Union or any other employee representatives, if any, about the proposed change.



- (b) The employer must:
  - (i) Provide in writing to the employee or employees affected and the Union, or any other representative if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and the Union or any representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and allow them a reasonable time to respond; and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or the Union or any other representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions of this agreement concerning the scheduling of work and notice requirements.

## **11. Posting of agreement**

To ensure that the parties are aware of the terms of the Agreement, and to assist in any resolution of a disputes or the avoidance thereof a copy of this Agreement shall be retained by the employer at all times for ready access by any employee on a project site or factory, and the employer shall provide a permanent copy for each shop steward/employee representative and Occupational Health and Safety representative on a project site or factory.

## **12. Dispute resolution procedure**

- 12.1** Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.
- 12.2** If a dispute arises about this agreement, the NES (including subsections 65(5) or 76(4) of the Act), Occupational Health and Safety, or about any other matter or legislation pertaining to the employment relationship, the parties will attempt to resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure:
  - (a) Initially discussions will take place between the employee, or employees concerned, the Union delegate, and the relevant supervisor or management representative.
  - (b) If the dispute is not resolved as a result of those discussions the matter shall be referred to the Union's Organiser and a more senior management representative for further discussion.

(c) In the event that the dispute remains unresolved further discussions shall take place between an appropriate senior official of the union and management representative.

- 12.3** If the matter cannot be resolved by discussions in the workplace either party may refer the dispute to Victorian Building Industry Disputes Panel (which shall deal with the dispute in accordance with the Panel Charter) or the Fair Work Commission
- 12.4** If a party is represented by a Union representative, or other representative, who is not present in the workplace, discussions in relation to the issue in dispute will not proceed until the Union representative, or other representative, is able to attend.
- 12.5** At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 2 working days, if a response is not received the matter may be referred directly Victorian Building Industry Disputes Panel or the Fair Work Commission.
- 12.6** The Fair Work Commission may exercise such powers in relation to conciliation and arbitration as are necessary to make the conciliation or arbitration effective including all of the powers given to the Fair Work Commission by the Fair Work Act 2009.
- 12.7** The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 12.8** While this dispute settlement procedure is being followed, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the subject matter of the grievance or dispute occurring will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 12.9** Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure.
- 12.10** No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause.
- 12.11** The decision of the Fair Work Commission in an arbitration under this procedure may be appealed to a Full Bench of the Fair Work Commission
- 12.12** Subject to a stay order or decision on Appeal, the parties to the dispute shall be bound by and must comply with a decision of the Fair Work Commission made pursuant to this clause.

### **13. Consent to conciliation in certain circumstances**

The Union and the Employer agree that if:

- (a) the employment of an employee is terminated, in accordance with this agreement, or otherwise, and the employee makes an application to the Fair Work Commission under the Fair Work Act 2009; or

- (b) either the Employer or the Union alleges that a breach of the Workplace Rights set out in Part 3-1 of the Act has occurred, then

the Employer or the Union will consent to conciliation by the Fair Work Commission, including conciliation in person in lieu of telephone conciliation in the first instance, if either the Employer or the Union requests it.

## **14. Adult trainee**

- 14.1** An adult trainee will be paid adult trainee will not be paid less than the Level 3, Adult rate of the Joinery and Building Trades Award 2020.
- 14.2** At all times that an employee is working as a trainee they will be under the supervision of another worker who is competent to provide the necessary training.
- 14.3** During the training period, the employer must assess the employee's potential to undertake an adult apprenticeship. The employer will provide the employee with monthly updates on their performance.

## **Part 3—WAGES, ALLOWANCES AND RELATED MATTERS**

### **15. Wage increases and allowances**

- 15.1** It is agreed that all employees will receive wage increases at the following rates payable on the dates as indicated:

- 1 July 2024 = 5%
- 1 March 2025 = 3%
- 1 March 2026 = 3%
- 1 March 2027 = 3%

- 15.2** The percentage increases payable under sub-clause 15.1 will be paid to each individual employee based on their normal hours of work being 37.077 hours per week.

- 15.3** The increases in subclause 15.1 apply to the rates in Appendix A of this Agreement. The rates of pay in Appendix A are the minimum rates of pay for employees covered by this Agreement. Any employee who works on a construction site must be paid at least at the rate of pay set out in clause 51 of this Agreement.

### **15.4 First Aid Allowance**

Each employee who holds a current First Aid certificate will be paid an allowance \$20.54 per week, to be increased each year in accordance with the national wage increase.

## **15.5 Meal Allowance**

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid a meal allowance in accordance with clause 21.4(c) of the Award

## **16. Casual employees**

**16.1** Casual Employees will receive an additional 25% loading in lieu of annual leave, sick leave and public holidays. This loading will be based on the applicable pay rate contained in this Agreement.

**16.2** All casual employees will be converted into full time employees after the completion of 12 weeks of continuous employment with the company.

## **17. Employment Security & Supplementary Labour**

### **17.1 Use of Contractors**

If the Company wishes to engage independent contractors to perform work that might be performed by Employees under this Agreement, the Company must first consult in good faith with the potentially affected parties including the Union.

The use of sham sub-contracting arrangements would constitute a breach of this Agreement.

### **17.2 Sham Contracting**

(a) The parties to this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode Employee entitlements and affect the job security of Employees covered by this Agreement. A sham contracting arrangement includes where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done for the purposes of avoiding responsibility for employee entitlements.

(b) In this clause, "sham contracting" is where:

- (i) An employer employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the employer is a contract for services under which the individual performs, or would perform, work as an independent contractor;
- (ii) An employer dismisses, or threatens to dismiss, an individual who is an employee of the employer and performs particular work for the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or

- (iii) An employer employs, or has at any time employed, an individual to perform particular work makes a statement that the Employer knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the Employer.
- (c) Clause 17.2(b)(i) does not apply if the employer proves that, when the representation was made, the Employer did not know and was not reckless as to whether the contract was a contract of employment rather than a contract for services.
- (d) Any use of sham contracting is a breach of this Agreement.
- (e) Where a sham contracting arrangement has been reasonably alleged and is unable to be resolved at the workplace level, any Party may refer the allegation directly to the Disputes Panel for conciliation and/or resolution under **clause 12** of this Agreement. All Parties will cooperate with the requests of the Disputes Panel including requests to provide substantiating information or undertaking an independent audit of their arrangements. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.
- (f) Where the sham contracting allegation exists on the Employer's project, the Employer will make itself available to assist the disputes resolution procedure.
- (g) Where the Disputes Panel Chair deems it necessary due to seriousness of the allegations and/or his/her findings, the Chair may refer the matter to the appropriate government authority.
- (h) Where it is agreed or determined by the Disputes Panel or FWC that a sham contract was in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement plus the site allowance (if applicable), plus the multi-storey allowance and an additional 75% loading to cover entitlements other than C+BUS and Incolink or any other fund nominated by the union. Any difference between the hourly rate paid to the Employee, plus C+BUS and Incolink or any other fund nominated by the union will form the settlement for breach of this clause. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.
- (i) The Employer must ensure that a person engaged to undertake building work as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.
- (j) The Parties agree that the practice of paying "all-in" rates, including the practice of paying such rates to a corporation nominated by the Employee to receive such remuneration on his or her behalf constitutes a serious breach of this Agreement.

### **17.3 Supplementary Labour Hire**

- (a) Where there is a need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from the bona fide labour hire companies following consultation with the Union and/or workplace delegate. If labour hire is to be used the Company shall ensure that any workers engaged through a supplementary/labour hire arrangement and who are under the direction and control of the Company performing

work that, had it been done by direct Employees of the Company would have been covered by this Agreement, shall receive wages, allowances

and conditions, including appropriate superannuation, redundancy, income protection insurance, and industry long service leave arrangements, not less than those contained in this Agreement.

- (b) Supplementary labour is defined as temporary “top-up” labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks.

#### **17.4 Compliance**

To ensure that any workers engaged through a supplementary labour hire arrangement receive wages, allowances and conditions not less than those contained in this Agreement, the Company will:

- (a) regularly and at least every three (3) months, in consultation with the Union, audit labour hire contractors’ payroll records in respect to labour hire employees who are under the direction and control of the Company;
- (b) regularly and at least every three (3) months, in consultation with the Union, seek feedback from relevant labour hire employees as to the wages, allowances and conditions they are receiving from the labour hire company employer;
- (c) where non-compliance is brought to the attention of the Company, the Company will write to the labour hire company requesting their immediate compliance with the wages, allowances and conditions set out in this Agreement in respect to labour hire employees who are under the direction and control of the Company;

#### **17.5 Visa Compliance**

- (a) The Employer will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement. Before employing overseas workers on any temporary visa, the Parties will confer to ensure that all parties are satisfied that all laws in relation to sponsorship, engagement and employment of a person who is not an Australian citizen.
- (b) Should the Parties find themselves in disputation under this clause as to whether an Employee is entitled to work in Australia and/or is paid the appropriate rates, and the dispute is not able to be resolved at the workplace level, the matter shall be referred to the Disputes Panel under clause 12.312.2(b) of the Agreement.
- (c) The Employer will maintain HR systems (including utilising the Visa Entitlement Verification Online (VEVO) system on an ongoing basis), to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.
- (d) Existing and prospective Employees will be required to complete an Authority obtained from the Department of Immigration and border Protection (DIBP) with details of immigration status. No person will be allowed to undertake any work for the Employer unless it is verified that he/she has the right to work in Australia.

## **18. Living away from home allowance**

- 18.1** When employees are to be engaged on Distant Work requiring them to live away from home, reasonable board and lodging shall be provided by the Company. Reasonable board and lodging shall include a well-kept establishment with three adequate meals a day, adequate furnishings, good bedding, floor covering and lighting, heating with hot and cold water. Accommodation shall be single room where practicable. Where it is not practical to provide a single room, no more than two employees shall be accommodated in any single room. In addition, \$ 12.00 shall be paid for each night the employee is required to be away from home.
- 18.2** Alternatively, the employer may choose to pay an allowance of \$770 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of employment on a distant job the allowance shall be \$140 per day.

## **19. Starting on site & travel allowances**

- 19.1** Glaziers may be required to start and cease work on a site which is within a radius of 40 kilometres from the Geelong GPO (“the agreed zone”).
- 19.2** An employee cannot be required to travel directly to a job outside of a radius of 40 kilometres from the GPO Geelong.
- 19.3** Time spent by an employee in a company vehicle outside of normal hours of work will be counted as time worked and paid at the following agreed rates, up to a daily maximum of 2 hours. Any additional time above 2 hours will be paid at base time and a half (1.500T)
- 1 March 2023 - \$52.50 per hour
  - 1 March 2024 - \$54.50 per hour
- 19.4** For the life of this Agreement, the travel allowance will be increased annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve-month period ending the previous December quarter effective as of the 1 March from 2025 onwards, rounded to the nearest 5 cents.
- 19.5** The company will reimburse employees required to undertake such travel for legitimate associated costs including, but not limited to, parking costs, tolls, etc.

## **20. Accident pay**

- (a)** Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers compensation legislation and the Employee’s appropriate 36 hour rate prescribed in Appendix A of this Agreement (pro-rata for casual and part time employees).
- (b)** The Company shall pay accident pay, during the incapacity of their employee/s arising from any one injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether is in one continuous period or not, during which the employee receives a weekly amount of compensation paid pursuant to the

relevant workers compensation legislation.

- (c) The liability to pay accident pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.
- (d) 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.

## **21. Supply and insurance of tools**

- 21.1 The employer will provide necessary tools of the trade to all inside employees, and to apprentices in the first year of employment, and these tools for apprentices will become the property of the employee once training is completed. Where, by agreement, outside employees are required to provide tools, they will be paid an allowance of \$43.75 per week for maintenance and replacement of tools and will be responsible for maintaining in good order and condition a kit of tools necessary for the performance of their duties. Tool allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter effective as of the 1st March from 2024 onwards, rounded to the nearest 5 cents.
- 21.2 The employer will insure tools against loss by theft up to a maximum as stipulated in clause 21.4(e)(ii) of the Award and provide lock up facilities for tools. Provided that the employer will provide, where necessary, power tools, pneumatic tools, suckers, spirit levels and all types of glass cutters.

## **22. Labour hire protocol**

- 22.1 Where the employer makes a definite decision that it intends to engage contractors or labour hire companies to perform work covered by this Agreement, (which would ordinarily be undertaken by the employees), the employer shall consult with the employees and their representatives, in accordance with this clause.
- 22.2 In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work by the contractors/labour hire employees. If for any reason this does not occur, or if the employer has less than 14 days' notice of the need to commence the work, consultation will occur as soon as reasonably practicable – and in any case not more than 14 days after the contractors/labour hire employees commence work.
- 22.3 For the purpose of the consultation, the employer must inform the employees and their representatives of:
  - (a) The name of the proposed contractor(s)/labour hire company;
  - (b) The type of work proposed to be given to the contractor(s)/labour hire company;
  - ~~(c) The number of persons and qualifications of the persons the proposed~~



contractor(s)/labour hire company may engage to perform the work; and

(d) The likely duration.

**22.4** The employer will consult with the employees and their representatives over the following issues:

(a) Safety; and

(b) Inductions and facilities for contractor and labour hire employees.

**22.5** The employer shall only engage contractors and employees of contractors, to do work that would be covered by this Agreement if it was performed by the employees, who apply wages and conditions that are no less favourable than that provided for in this Agreement. This will not apply where the employer is contractually obliged by the head contractor/client to engage a specific nominated contractor to do specialist work.

**22.6** For the purpose of providing optimal job security for employees, when any work is performed which either can be performed or is normally performed by employees and is instead performed by workers arranged through proposed contractor(s)/labour hire company (“labour hire workers”) the following conditions apply:

(a) The labour hire workers must be offered permanent employment with the Company within a period of 14 weeks of commencing employment.

(b) The labour hire workers must receive the same wages and conditions as applies to employees covered by this Agreement.

(c) The labour hire workers will not be offered overtime before such work is offered to existing employees covered by this Agreement who are competent in the operations of the area where overtime is available.

(d) An employee of a proposed contractor(s)/labour hire company who becomes a permanent employee of the Company will not be required to serve a probationary period.

## **23. Payment of wages**

Employees shall be paid weekly in cash or by cheque or by bank deposit not later than Thursday, provided that where a public holiday falls on Friday, an employee where practicable, shall be paid no later than Wednesday

## **24. Penalties for late payment of wages**

**24.1** Wages will be paid weekly.

**24.2** Wages will be placed in the bank on Wednesday for employees to have access no later than close of business on Thursday in the pay week (“the pay deadline”).

- 24.3** In the event of company error, employees will receive their wages in cash as soon as practicable after being notified.
- 24.4** Any time that an employee receives their pay after the pay deadline, and the delay is the fault of the company, the employee will receive pay at normal overtime rates for the entire time of the delay.

## **Part 4—HOURS OF WORK**

### **25. National standards**

- 25.1** This Agreement will not operate so as to cause any employee to suffer a reduction in ordinary time earnings or in national standards, such as national standard hours of work (38), annual leave or long service leave or any other standard which has been established by FWC.

### **26. Hours of work**

- 26.1** The ordinary hours of work for each employee are 36.62 hours per week.
- 26.2** The ordinary hours will be completed by each employee working 8 hours each day from Monday to Friday each week.
- 26.3** Each week two hours which an employee has worked will be credited towards their rostered day off (RDO) entitlement. Accordingly, although each employee works 40 hours per week they will only be paid for 36.62 hours per week.
- 26.4** Each employee is entitled to 22 RDOs per calendar year for which they will be paid as a normal work day.
- 26.5** The ordinary hours of work can only be rostered to be worked between the following spread of hours:
- (a)** 5am to 5pm each day.
- 26.6** The parties agree that, in the case of special circumstances arising, the employer may seek negotiations with an employee and their nominated representative concerning a variation to the spread of hours stated in clause 26.5 of this Agreement. No change to hours of work in this clause can occur without the agreement of the employees concerned.
- 26.7** On being terminated a worker will be paid out the value of any time which that worker has banked for the purpose of using it for a Rostered Day Off.
- 26.8 Reasonable Overtime**
- (a)** Subject to 26.8(b) an employer may require an employee to work reasonable overtime at overtime rates.

- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

## **27. Implementation of shorter week**

**27.1** The parties agree, during the term of this agreement, to investigate the most appropriate way of introducing a 36-hour week taking into account the needs of employees and the enterprise.

## **28. Stand down of employees**

**28.1** An employer shall have the right to deduct payment for any day or part thereof upon which an employee cannot be usefully employed because of any strike, breakdown in machinery or failure or lack of power for which cause the employer is not responsible.

**28.2** Where an employee is stood down for any other circumstance they must be paid as if they worked their normal rostered hours.

## **Part 5— LEAVE PROVISIONS & INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

### **29. Annual leave**

**29.1** To allow greater flexibility in taking annual leave, the following provisions will apply:-

**29.2** Employees will be credited with twenty (20) days annual leave per year.

**29.3** Leave will be taken at times during the year as agreed between the employee and employer.

**29.4** The needs of the employee will be given primary consideration by the employer when such leave arrangements are being made.

**29.5** Employees must be allowed at least one break of not less than fourteen consecutive days.

**29.6** Remaining leave may be taken in one period of not less than seven consecutive days single day/s; maximum five days per annum.

## **29.7 Annual Leave Loading**

- (a) A 17.5% loading on the ordinary rate of pay will be paid:
  - (i) Upon the taking of annual leave; and
  - (ii) Upon termination

## **30. Personal leave**

**30.1** An employee who attends a professional such as, but not limited to, a registered dentist, physiotherapist, chiropractor, optometrist, audiologist, psychiatrist or psychologist will be granted leave of absence in accordance with the NES, provided they furnish the employer with a satisfactory certificate from such practitioner.

### **30.2 Personal/Carers Leave**

- (a) An employee required to stay at home to attend to a domestic partner or dependent person or child shall be allowed to charge this leave against their sick leave entitlement.

### **30.3 Accrual**

- (a) In the first calendar year of employment employees will accrue personal leave pro-rata in accordance with the NES.
- (b) All employees will be credited with 10 days of personal leave on 1 January each year.

### **30.4 Cash Out Of Personal/Carer's Leave**

- (a) An employee can be paid out their unused personal/carer's leave only in accordance with the following conditions:
  - (i) Immediately after the worker's personal/carer's leave has been cashed out the employee must retain at least fifteen days of accrued personal/carer's leave; and
  - (ii) The worker must be paid exactly the same amount that they would have received if they had taken the cashed out entitlement as personal/carer's leave.
- (b) On each occasion that a worker cashes out an amount of personal/carer's leave it must be agreed to in writing between the worker and the Company;

## **31. Parental leave**

**31.1** This clause applies in conjunction with the NES and the Commonwealth Paid Parental Leave Scheme. Nothing in this clause shall reduce any entitlement an employee may have under either of those schemes.

**31.2** An employee with at least twelve months' continuous service with the employer will be entitled to parental leave as follows:

### **31.3 Maternity Leave**

- (a) Up to 52 weeks leave.
- (b) The period of leave will be unbroken and will, immediately following confinement, include a compulsory period of six weeks paid leave.

### **31.4 Paternity Leave**

- (a) Up to 52 weeks, in one or two periods provided that one of those periods is an unbroken period of one week's paid leave taken at the time of confinement of his spouse.

### **31.5 Adoption Leave**

- (a) Up to 52 weeks, in one or two periods provided that one of those periods is an unbroken period of three weeks paid leave.

## **32. Bereavement leave**

- 32.1** Employees covered by this Agreement will upon the death of a member of the employees immediate family or household be entitled to three days paid bereavement leave.

## **33. Family Violence Leave**

- 33.1** For the purposes of this clause, family violence is:

- (a) behaviour by a person towards a family member of that person if that behaviour:
  - (i) is physically or sexually abusive;
  - (ii) is emotionally or psychologically abusive;
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

- 33.2** For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means—

- (a) a person who is, or has been, the relevant person's spouse or domestic partner; or
- (b) a person who has, or has had, an intimate personal relationship with the relevant person; or
- (c) a person who is, or has been, a relative of the relevant person; or
- (d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or
- (e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

**33.3** For the purposes of **clauses 33.2(b)** and **33.2(e)**, a relationship may be an intimate personal relationship whether or not it is sexual in nature.

**33.4 Confidentiality**

- (a) The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

**33.5 Leave**

- (a) An Employee (other than casual Employees) who is a victim of family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed by clause 18.1 of the Award applicable to their classification to attend legal proceedings, counseling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- (b) Family violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day.
- (c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- (d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
- (e) For the avoidance of doubt, family violence leave does not cumulate from year and is not paid out on termination of employment.

**34. Portable long service leave**

**34.1** The employer will enroll all employees covered by this Agreement into a Trust Fund viz. Secure Employee Entitlements Trust (SEET) or any other Fund that provides portable long service leave approved by the Union.

- 34.2** Membership of SEET is in accordance with the SEET Deed and may only be altered by the Trustees of SEET.
- 34.3** The employer will make monthly contributions in respect of each employee to the Fund of the amount specified in the Trust Deed of the Trust agreed upon in clause 34.1.
- 34.4** If there is no amount(s) specified in the Trust Deed referred to in 34.3, the employer will make monthly contributions based on the rate determined by the SEET Board.
- 34.5** Employees will accrue long service leave at the rate of 1.3 weeks for each year of service in the industry.
- 34.6** The entitlement to take long service leave occurs after 10 years of service in the industry.
- 34.7** Employees are able to apply to take a pro-rata allocation of long service leave when they have completed a minimum of 7 years of service in the industry.
- 34.8** Payment of pro-rata leave or termination, other than severance pay for redundancy, is available on the same basis as the taking of pro-rata leave.
- 34.9** For the sake of clarity, the new entitlement commences on the date the Agreement comes into force. There is no retrospectivity. Entitlements accrued prior to this date will be calculated on arrangements which existed prior to the date of this Agreement.

## **35. Picnic day**

- 35.1** Employees are entitled to a picnic day without loss of pay. This picnic day will take place on the first Monday in December each year. In order to be paid for the picnic day an employee must be able to show their employer the butt of a picnic ticket purchased from the Union.
- 35.2** All Employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay
- 35.3** Any Employee required to work on this day shall be paid at the rate of double time and a half; provided that an Employee who attends for work as required on this day shall be paid for not less than four hours work.

## **36. Individual flexibility arrangements**

### **(a) Employee Representation**

Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented.

If an employee has nominated the Union, or another person, as their representative, the union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of a flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to a flexibility arrangement.

## **36.2 Agreed Flexibilities**

- (a) An employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms of this agreement which the employer and the individual employee may arrange to vary are listed below:

  - (i) Single day absences of annual leave
- (b) The employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.
- (c) The arrangement between the employer and the individual employee must:

  - (i) only be about one or more of the terms listed in clause 36.2(a); and
  - (ii) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
  - (iii) be about matters that would be permitted matters if the arrangement were included in this enterprise agreement; and
  - (iv) not include a term that would be an unlawful term if the arrangement were included in this enterprise agreement;
  - (v) be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (vi) set out each term of this agreement that the employer and the individual employee have agreed to vary the effect of;
  - (vii) set out how the effect of each term has been varied by the arrangement.
  - (viii) set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (ix) state the date the arrangement commences to operate.
- (d) The employer is responsible for ensuring that all of the requirements of clause 36.2(c) are met.
- (e) The employer must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.
- (f) Except as provided in clause 36.2(c)(v) the agreement must not require the approval or consent of a person other than the employer and the individual employee.



- (g) An employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (h) **The arrangement may be terminated:**
- (i) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party (if the individual employee was represented in negotiating the arrangement the union or other representative, must also be given notice of its proposed termination); or
- (ii) at any time, by written agreement between the employer and the individual employee.
- (i) **Additional Safeguards**
- (i) Where the employer initiates discussion in relation to any individual flexibility arrangement that is intended to remain in place for a period longer than 30 days the employer must inform the Union covered by this agreement in writing. When advising the Union of its intention to initiate discussions in relation to a flexibility arrangement the employer must:
- Include details of the terms of the agreement and the classifications of employees which are proposed to be the subject of the arrangement
  - Not disclose the name of any employee who will be the subject of the arrangement without the consent of the employee.
- (ii) Union involvement in this process does not mean that the consent of the union is required prior to reaching agreement in relation to a flexibility arrangement.
- (iii) The employer must provide copies of all flexibility arrangements made under this agreement to the Union covered by this agreement.
- (iv) The operation of this clause is intended to exclude the operation of the individual flexibility arrangement provision included in clause 7 of the Joinery and Building Trades Award 2010 which applies in conjunction with this agreement.

## **Part 6—OCCUPATIONAL HEALTH AND SAFETY**

### **37. Clothing and equipment**

#### **37.1 Equipment**

- (a) Employees when performing work referred to in this subclause, will wear the equipment provided for their protection.

- (b) All employees will be initially provided with one pair of safety boots or shoes, two pairs of overalls and a suitable protective jacket, one pair of sunglasses and sunscreen with the employer bearing the full cost of standard use. Such safety boots/shoes provided by the employer will wherever practicable be of a type approved as meeting S.A.A. requirements Z3 of Z2 of 1968, or as amended. If, during the first year of issue the footwear wears out, a second pair may be issued. In subsequent years, there will be an annual issue of one pair of footwear, one pair of overalls and one protective jacket to be made at the employer's expense provided that the worn out items are returned by the employees as evidence that replacement issue is warranted save that a second pair of overalls and/or footwear may be issued in any given year if the existing overalls and/or footwear wear out before the expiry of such year.
- (c) Footwear or overalls required in excess of the above quantities will be at the employee's expense.
- (d) Jackets, overalls, safety boots/shoes, sunglasses are to be issued on a Christmas to Christmas basis, or alternatively on a June to June basis. Other set periods for the re-supply of jackets, overalls and safety boots/shoes, sunglasses may be arranged by agreement between the parties.
- (e) Laundering and upkeep of protective clothing will be the responsibility of employees who will be expected to maintain them in good condition and take reasonable care of such clothing.
- (f) Before any clothing is provided by an employer free of cost to an employee, the employee may be required to sign a document in which he/she gives an undertaking that on termination of employment he/she will return the clothing.
- (g) The employer may observe a probationary period of three months' employment before the issue of protective clothing.
- (h) The wearing of protective clothing provided by the employer will be a condition of employment except in special cases where individual physical disabilities preclude wearing a standard issue.
- (i) The parties agree that where a worker is required to work on a site(s), the employer will be required to meet any site agreement requirements relating to additional issues of clothing and/or safety equipment. There will be no 'double dipping' or continuous additional issue, but in such circumstances, there should be a 'topping-up' of such items subject to fair wear and tear.

### **37.2 Protective Clothing**

- (a) An employee will be supplied by their employer with the following protective clothing.
- (b) If engaged in cleaning mirrors with acid - rubber or leather gloves.
- (c) If employed bevelling or silvering - rubber or leather aprons and rubber aprons.
- (d) If employed on any other work - canvas or leather gloves when necessary.

### **37.3 Masks and Goggles**

- (a) A suitable mask and goggles or other approved appliance will be provided where necessary.
- (b) Goggles will be provided for an employee who is grinding tools.
- (c) Masks or goggles containing celluloid are not suitable for the purpose of this subclause.
- (d) Safety - sunglasses
  - Sunglasses will be provided for employees engaged upon any outside work including driving.
  - Safety glasses will be the responsibility of each employee.

## **38. Amenities**

### **38.1 Accommodation and Conveniences**

The employer will supply for the use of his/her employees the following:-

- (a) At rest periods and at meal times, an adequate and proper supply of boiling water in clean receptacles. Tea, coffee, milk and sugar will be provided by the employer at prescribed rest periods and meal breaks.
- (b) A sufficient supply of clean, cool drinking water.
- (c) At some reasonably convenient place in his/her establishment, suitable locker for each employee.
- (d) An enclosed dining room with adequate table and seating accommodation therein.
- (e) A suitable rest room in each factory, shop, workroom or place.

### **38.2 First Aid**

Where an employee is appointed as first aid attendant, any first aid chest, box or cupboard provided by the employer will be in control of that employee and their name will be made known throughout the establishment in which they are employed and will be inscribed on the first aid chest, box or cupboard.

### **38.3 Accidents**

All work covered by this Agreement will be done in a factory, shop or place duly registered under the laws of the State but this will not prevent the employer bound by this Agreement sending an employee from the factory, shop or place to any building or shop for the purposes of repairing, completing, fitting or fixing any work covered by this Agreement.

## **38.4 Occupational Health & Safety Training**

The company will provide five days paid leave to the designated Occupational Health and Safety representative for the purpose of receiving training. This training will be organised by the employer and paid for by the employer and will not be provided by a trade union.

## **39. Equal opportunity**

**39.1** The parties recognise that all employees have the right to a productive, harassment-free and fulfilling working life.

**39.2** The parties further recognise that discrimination, in its various forms, may prevent workers from participating fully in the operations of the enterprise.

**39.3** Accordingly, the parties agree that any form of discrimination on the basis of sex, sexuality, race, political or religious beliefs, age, union activity or membership or any other form of discrimination will not be tolerated in the workplace.

**39.4** The parties will abide by all applicable state and federal laws relating to equal opportunity and protection from discrimination in the workplace.

**39.5** Discriminatory practices include sexual harassment.

**39.6** The company is committed to the principle of equal pay for work of equal value and will not allow gender inequality to occur in the workplace. Any dispute over this issue will be handled in accordance with the dispute procedures at clause 12.

## **40. Anti-bullying & harassment**

### **40.1 Health and Safety and Workplace Bullying**

(a) An employer must, so far as is reasonably practicable, provide and maintain for employees of the employer a working environment that is safe and without risks to health.

(b) The Employer must take all reasonably practicable steps to prevent and stop workplace bullying.

(c) Preventative measures will include but are not limited to:

(i) The development of a workplace bullying policy

(ii) Workplace training on what constitutes bullying, how to report bullying and how to respond to bullying

(d) To help maintain a healthy and safe workplace the Employer must adhere to the following obligations in responding to any allegations of workplace bullying:

(i) Treat all complaints seriously and on their merits

(ii) Consult all relevant parties to a complaint

- (iii) Remain impartial
- (iv) Act quickly to deal with any complaints including conducting a fair, proper, impartial investigation
- (v) Keep records of all investigations and meetings
- (vi) Provide adequate support to victims in any meetings or investigation process (eg OHS rep, union rep or any other support person of their choice)
- (vii) Outline the reasons and timeline of any process to be taken

## 41. Working in hot places

**41.1** It is acknowledged by all parties that working in severely hot conditions can be a health hazard that may lead to serious injury and in the very extreme, death. As such, it is the responsibility of all parties concerned to take reasonable preventative action against the effects of heat related health conditions, while not unduly penalising either the Company - or its employees for an issue that is under no-one's control.

**41.2** Whenever work is anticipated to be occurring in over 30 degrees Celsius all parties must be prepared to modify work practices (e.g. start/finish times, number of people, etc.).

**41.3** Cool drinking water should be available at all times, and employees will be encouraged to drink abundantly to facilitate sweating, the natural body cooling mechanism.

(a) Rest periods will apply as follows:

Temperature	Action/Timing
32-36 degrees	10 minute breaks
36-38 degrees	15 minute breaks
Above 38 degrees	Break point; work will cease

**41.4** Temperature will be taken at the workplace. Factory temperature will be measured in a single spot to be agreed by the OH&S Committee. The type and controls of the measurement device will be agreed at the same meeting. For work normally carried out in air conditioned environments (e.g. offices), the applicable temperature will be measured in that environment.

(a) If temperature in the workplace reaches 38 deg., the following rules will apply:

(i) **Day shift**

- Work will cease, and employees will be allowed to leave; pay will be made up to 8 hours for that day
- By agreement, alternative duties (e.g. relevant approved training) may be undertaken.

**(ii) Afternoon shift**

- Where hot weather is forecast, afternoon shift will be given 2 days' notice of change of shift to 'day work' hours. Employees who are unable to work the day shift hours due to exceptional circumstances will make up the lost time.

**(iii) Site Work**

- Where work is being perform on any site including housing, merchandising and non-commercial sectors and the temperature reaches 35°, the terms and conditions in clause 51.21 C of this agreement will be adhered to.

## **42. Drugs & alcohol policy**

The parties acknowledge the affect that employees with drug and/or alcohol problems can cause in the workplace. Any employee with such a problem can lead to a loss in productivity, an unsafe workplace and loss of morale amongst the company. To this end the parties encourage such persons with a problem to seek help.

To that end the parties agree to apply the Drug and Alcohol policy as contained in Schedule D

## **Part 7—SUPERANNUATION, REDUNDANCY & INCOME PROTECTION**

### **43. Industry Fund Compliance**

- 43.1** The Employer shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes Incolink, First Super and SEET (or other fund nominated in accordance with this agreement).
- 43.2** It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- 43.3** On commencement, and in accordance with fund procedures, the Employer shall register the Employee/s with the relevant industry funds. These are First Super for superannuation, Incolink for redundancy pay and income protection insurance, and SEET for long service entitlements.
- 43.4** It is a specific requirement that the Employer shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.
- 43.5** When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Employer's compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the Employee, or their representative if requested by the Employee, all relevant information to assist in resolving any concerns.

**43.6** Failure to Make Payments to Industry Funds etc.

- 43.7** If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with clauses 34, 44 and 49 the following process will apply:
- (a) the person or their representative must notify the Employer in writing of the alleged non compliance and what must be done to remedy it;
  - (b) the parties must consult in good faith in an effort to resolve the matter;
- 43.8** Any disputes related to this clause shall be dealt with via the disputes procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.
- 43.9** Additional Remedy for Non-Compliance with Superannuation.
- 43.10** If the Employer does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme the Employer shall be liable to make the appropriate contributions immediately upon notification of the non compliance. Further, the Employer shall pay the earnings on the relevant Trust Deed and the Fund or scheme that accrue during the pay of non-payment. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund.

## **44. Superannuation agreement**

### **44.1 Definitions**

In this clause the following definitions will apply:

- (a) “Fund” will mean the superannuation fund chosen by each employee. The default fund will be First Super, as amended from time to time, and includes any superannuation fund which may be made in succession there to.
  - (b) “Ordinary time earnings” will mean the actual rate of pay an employee receives for ordinary hours of work. This includes the employee’s award classification and agreement rate, any excess payment, supplementary payment and the following payments when they are made to the employee; any over agreement or award payment, tool allowance, laundry allowance, industry/disability allowance, shift loading, leading hand allowance, casual rates for ordinary hours of work.
- 44.2** The company will become a participating employer of (the Fund) and will participate in accordance with the Fund Trust Deed.
- 44.3** The company will be, and remain during the life of this Agreement, a participating employer in the Fund. No employees will commence employment unless they are a registered worker in the Fund.
- 44.4** The company will make superannuation contributions to the Fund for each of its employees based on the following contribution rates:



- (a) Prior to 1 July 2024 - \$185.00 per week
- (b) From 1 July 2024 - \$230.00 per week
- (c) From 1 July 2025 - \$240 per week
- (d) From 1 July 2026 - \$255.00 per week

- 44.5** The company will also make the above superannuation contributions to the Fund for employees who are on Workcover or Income Protection Insurance benefits.
- 44.6** The above contribution rates do not limit an employer's liability under the Superannuation Guarantee Charge Act 1992 (SGC).
- 44.7** The company will provide each worker upon commencement of employment, membership forms of (the Fund) and will forward the completed membership form to the Fund within 14 days.
- 44.8** An employee may make contributions to the Fund as specified in addition to those made by the company under subclause 44.4 of this Agreement.
- 44.9** An employee who wishes to make additional contributions must authorise the company in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- 44.10** When the company receives written authorisation from the employee, it will commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 44.11** An employee may vary his or her additional contributions by a written authorisation and the company must alter the additional contributions within 14 days of receipt of the authorisation.
- 44.12** Additional employee contributions to the Fund requested under this subclause will be expressed in whole dollars.

## **45. Redundancy agreement -**

- 45.1** This clause is designed to encompass the sole issue of redundancy.
- (a) An employee can only be made redundant where the employer no longer wishes the job the employee has been doing done by anyone. Accordingly, an employee cannot be dismissed, on account of redundancy, because of any personal act or default of that employee.
  - (b) Prior to redundancy taking place, the employer will notify the Union and the affected employee/s and commence discussions with the Union and affected employee/s, as early as possible, prior to any employee being advised of their termination due to redundancy.

- (c) Employees who have been engaged on a temporary, casual or short-term basis, and have been advised of such arrangement at the time of employment will not come under the terms of this Agreement.
- (d) Any employee who finds an alternative position during the Notice of Termination period may, with the consent of the Company, terminate their employment prior to the expiry of the period of notice, without forfeiting the entitlement to Severance Pay. The Employer's consent in such circumstances will not be unreasonably withheld.
- (e) The provisions of this Agreement will not apply to employees who are dismissed for reasons other than redundancy or those employees who elect to terminate the employment relationship.
- (f) The Company's need to maintain an efficient workforce and an efficient operation must be taken into consideration in the selection and classification of employee(s) to be made Redundant.
- (g) "Week's Pay" means an employee's normal rate of pay, including an applicable shift loading, for an ordinary weeks work at the time that that employee is notified that they will be made redundant.
- (h) Employee(s) under Notice of Termination due to Redundancy will be allowed reasonable time off for employment interviews subject to production of proof of interview, to a maximum total of sixteen (16) hours.
- (i) Redundant employee(s) will receive an itemised statement of all payments within seven (7) days of receiving Notice of Termination. A Certificate of Service will be made available to a redundant employee upon request.
- (j) Should an employee under notice die, prior to the nominated date of termination, all benefits of this Agreement to which such employee(s) was entitled will be paid directly to that employee(s) legal dependants and/or their estate.

#### **45.2 Explanation of Redundancy Provisions**

- (a) Employees made redundant under the provisions of this Agreement will receive the following period of notice and severance payment on the termination of their employment with the Employer.
- (b) Such period/s of notice and severance payment/s will be in addition to any salary, wage or other Award/s and/or statutory entitlements, which may be due at that date, but would be instead of any Notice/Redundancy/Retrenchment benefit contained within the applicable Award/s.

#### **45.3 Notice of Termination due to Redundancy**

- (a) An employee who is retrenched will receive the following period of notice of their employment being terminated, or payment in lieu of such notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the period referred to above, an employee over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week's notice.

#### **45.4 Redundancy Pay:**

- (a) Where an employee's employment ends due to redundancy they will be paid an amount of redundancy pay based on the following formula:

<b>Period of continuous service</b>	<b>Redundancy Pay entitlement</b>
At least 1 year but less than 2 years	4 weeks
2 years and over	Three weeks' pay for each completed year of service or any part thereof

- (b) For the purpose of calculating the entitlement for a part year thereof, the calculation will be made on a pro-rata basis.
- (c) An employee who is made redundant will receive a maximum amount for redundancy pay of sixty-five (65) weeks.

#### **45.5 Selection Criteria**

- (a) In the first instance, redundancies will be on a voluntary basis
- (b) In the event that there are insufficient volunteers the parties will agree to a selection criteria that is both fair and equitable.

#### **45.6 Financial Advice:**

- (a) Upon redundancy employer to provide funding for full financial plan for all members covered by the Enterprise Agreement.
- (b) Financial Planner should be on a non-commission basis and be of the member's choice
- (c) Amount of fees should be uncapped for Financial Plan

#### **45.7 Long Service Leave**

For the purposes of this Agreement, statutory entitlements will be deemed to include a pro-rata payment of long service leave for a redundant employee after five (5) years' continuous service. Payment of this entitlement will be offset by contributions paid by the employer, for that employee's benefit, into SEET.

#### **45.8 Annual Leave**

On termination due to redundancy an employee will have all their accrued annual leave paid to them. This will include a payment for annual leave loading of at least 17.5%. Where an employee is working on a shift which entitles them to a higher shift loading than 17.5%, then that employee will receive annual leave loading at the higher rate, i.e. an employee receiving a 30% night shift loading would have their annual leave loading calculated at 30%.

#### **45.9 Personal/Carers Leave**

On termination due to redundancy an employee will have all their accrued personal/carers leave paid to them.

#### **45.10 Rostered Days Off**

On being made redundant a worker will be paid out the value of any time which that worker has banked for the purpose of using it for a Rostered Day Off.

#### **45.11 Incolink**

Where the employer has enrolled an employee into the Incolink scheme or any other redundancy scheme approved by the union, then for the purpose of determining the entitlement of the employee, the employer will firstly calculate the employees' entitlement in accordance with this clause, and deduct an amount equal to the total contribution paid into the Incolink or any other redundancy scheme approved by the union scheme on behalf of the employee.

#### **46. [Deleted]**

#### **47. Incolink**

During the life of this Agreement, the company will remain a participating employer in the Redundancy Payment Central Fund Ltd ("Incolink Fund No.2") or any other redundancy scheme approved by the union. Accordingly, the company will ensure that all eligible employees will be enrolled in Incolink and are entitled to redundancy benefits in accordance with its terms.

#### **47.1 Incolink Deed Of Adherence -**

The employer will sign and return the attached Incolink Fund No.2 Deed of Adherence (or any such deed of any other redundancy scheme approved by the union) with this Agreement.

## **48. Transmission of business**

- 48.1** Any successor, assignee or transmittee to the whole or any part of the business will, on the succession, assignment, or transmission taking place, be bound by this Agreement.
- 48.2** Further, any entity that acquires or in any way assumes control of the whole or any part of the business will be bound by this Agreement. However, in the event that the new employer is not informed by the current employer this does not in any way alter the fact that the new employer will be bound by the terms and conditions of the Agreement.
- 48.3** Where such succession, assignment, transmission or acquisition takes place, it is the responsibility of the current management of Menzel Glass Pty Ltd to inform the new employer that they will be bound by this Agreement. However, in the event that the new employer is not informed by the current employer this does not in any way alter the fact that the new employer will be bound by the terms and conditions of the Agreement.
- 48.4** Where a succession, assignment, transmission or acquisition of the business takes place, the following conditions must be adhered to by the new employer:
- (a)** the continuity of the employment of all employees will be treated as being unbroken, so that all employee entitlements (accrued or otherwise) stipulated in the Award, this Agreement or any applicable legislation will be acknowledged by the new employer. Accordingly, the new employer will accept the liability for these entitlements. For example, the new employer will be liable for any accrued long service leave, annual leave or sick leave etc. of an employee.
  - (b)** Further, the new employer accepts that all employee entitlements under the Award, this Agreement or any applicable legislation will continue to accrue as the relevant industrial instrument or legislation requires.

## **49. Travel insurance/workers compensation/income protection**

- 49.1** The employer must ensure all employees covered by this Agreement are enrolled with the Incolink's Accident and Illness Benefits Program or other such program, as approved by the Union with agreed alterations which is administered by Incolink or other such program, as approved by the Union and arranged by Windsor Management Insurance Brokers or a successor, as approved by the Union.
- 49.2** The employer agrees to all elements of the plan, including that the names of any new or prospective employees will be forwarded directly to Windsor Management Insurance Brokers or a successor, as approved by the Union and not to the Union
- 49.3** The insurance cover will include, but is not limited to (subject to terms and conditions of the policy):
- (a) Weekly Benefits**
    - 24 Hour, 365 days a year for Accident & Sickness for up to 156 weeks. (limited to 13 weeks for non professional sport injuries & where a worker is over 65 years old at the time of the accident/illness the benefit period is limited to 104 weeks)

- WorkCover Top Up
- T.A.C. Top Up

**(b) Capital Benefits**

- Capital Sum and Lump Sum Benefits as per approved Schedule
- Funeral Benefit

**(c) Rehabilitation Benefit**

- 49.4** The cost of the insurance as stated in the policy schedule (including all statutory charges and administration fees) will be borne by the employer.
- 49.5** The cover provided under the standard policy of insurance covers an Insured Person 24 hours a day, 365 days a year (Leisure Time Only).
- 49.6** In the event that the premium is calculated as an Annual Premium payable weekly, the premium paid will apply to every week the employee is employed by the employer which will include the period the employee is on annual leave or personal/carer's leave.
- 49.7** The cost of the premium will be set by the underwriter for the insurance program via Windsor Management Insurance Brokers or any other insurance broker engaged for the purpose of this Agreement.
- 49.8** The Employer agrees to pay the premium monthly (or on a 4 or 5 week cycle), no later than the 15th day of the month following the period covered by the prior declaration of employees covered under the policy.
- 49.9** The declaration of employees will include all current and new employees covered under this agreement for the period covered by the declaration.
- (a)** In the event that the employer fails to enrol an employee(s), is tardy in the enrolment of employees, or does not maintain the above policy, the employer will be totally liable to pay full wages for up to the 156 week period and/or equivalent benefits to the employee(s). Benefit Period is limited to 13 weeks for non-professional sport injuries & where a worker is over 65 years old at the time of the accident/illness the benefit period is limited to 104 weeks
- (b)** In the event that 49.9(a) applies the claim will be managed by Total Claims Solutions or relevant claims manager. All costs incurred will be borne by the employer.
- 49.10** The Union does not hold a Financial Services Licence and does not provide Financial Product Advice or deal in a Financial Product on behalf of Windsor Management or any successor. The Union will seek direction from Windsor Management, or any successor, if the Union is in doubt as to whether an activity might constitute the provision of Financial Product Advice or dealing in a Financial Product on behalf of Windsor Management, or any successor. The Union will comply with any direction provided by Windsor Management or its successor about the manner of delivery of information about the insurance policy and/or information about how the employee may contact Windsor Management, or its successor, for the

information about the policy. The Union will comply with the *Corporations Act 2001* or any other relevant law relating to financial services in Australia.

## **Part 8—COLLECTIVE REPRESENTATION FACILITATIVE PROVISIONS**

### **50. Employee representation and union recognition**

**50.1** The Company will advise each new employee of the unions that have coverage on site and that the company provides payroll deductions for union dues.

**50.2** The company will arrange for new and existing employees to be introduced to the appropriate union delegate who will be allocated time to explain about the union and provide the employee with information about the union.

#### **50.3 Delegates Rights**

- (a)** The company recognises the role of elected union delegates within the enterprise. The employer will treat delegates fairly and to allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.
- (b)** A union delegate shall have the right to:
  - (i)** discuss work-related matters of concern of any employee or to convey information relating to the workplace to employees during working hours.
  - (ii)** paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
  - (iii)** paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace, including by preparing, attending and participating in dispute resolution proceedings and collective bargaining meetings and proceedings;
  - (iv)** represent an employee when requested in relation to a grievance, dispute or a discussion with a member of the Union;
  - (v)** represent the interests of members in their workplace to the Union, Employer and industrial tribunals/courts; and
  - (vi)** place notices on notice boards within the enterprise. Such notices shall be within the policy of and authorised by the Union.
- (c)** The union delegate will not unduly interfere with the work in progress and the supervisor of the shift or section will be informed of the union delegate's intention

- (d) The union delegate shall have access to a telephone, fax and email to contact the union office or to progress enquiries on behalf of a member on work-related matters. The union delegate shall be provided with a suitable lockable cupboard or filing cabinet and facilities to enable the union delegate to keep records, union circulars and documentation to efficiently carry out union responsibilities.
- (e) The employer shall not dismiss or injure a union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a union delegate.
- (f) The employer shall supply the union delegate with a copy of this agreement and of the Award and with all subsequent variations and will post such agreement or award on the notice board.
- (g) The arrangements for any meeting or discussions arranged by an authorised delegate, including the timing and length of meeting, held in paid time to discuss the application of this agreement or any other matter will be by agreement of the site manager. The manager will not unreasonably withhold agreement.

#### **50.4 Payroll Deductions**

- (a) For the purpose of payroll deduction; each employee covered by this agreement who is a union member will be asked to sign an authorisation, if they have not already done so. The company agrees to the payroll deduction of union dues, and to forward deducted dues to the union each month, and shall continue to do so unless requested otherwise by the union.

#### **50.5 Rights of entry and access**

- (a) An official of the Union may have access to the Employer's premises, at any time, for the following purposes connected to this Agreement:
  - (i) to represent employees under any term of this agreement which creates a right to representation;
  - (ii) to deal with disputes and represent employees under the dispute resolution procedure set out in this agreement;
  - (iii) to represent employees and meet with the Employer about the negotiation of a replacement agreement;
  - (iv) to attend induction meetings for new employees of the company; and
  - (v) for any other purpose connected to the relationship between the Union and the employer.
- (b) Officials will not unduly hinder the productivity of the workplace. The union can, by agreement, hold paid meetings of union members for the purposes associated with this agreement identified above. Management will not unreasonably withhold agreement to paid meetings of union members.



- (c) However, nothing in this clause provides an official of the Union with a right to enter premises for a purpose which is within Part 3-4 of the Fair Work Act 2009.

#### **50.6 Leave for Union Responsibilities and Training**

- (a) Leave of absence granted for any purpose pursuant to this clause, shall count as service for all purposes of this Agreement.
- (b) Each employee on leave for any purpose approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation, shift loading and any all-purpose allowances, which otherwise would have been payable.
- (c) Where an employee is granted paid leave pursuant to this clause and the employee would otherwise be on a Rostered Day Off, on the day for which leave is granted, the employee shall be paid all ordinary time earnings and the Rostered Day Off shall accrue.
- (d) An employee on night or afternoon shift who is granted paid leave pursuant to this clause to attend training, meetings or other activities during any period outside their ordinary rostered shift shall be granted leave for all the hours in the day and shall not be required to attend or perform their rostered shift.
- (e) An employee may be required to provide evidence of attendance at the course, meeting or activity to the employer's reasonable satisfaction in order to qualify for payment of leave.

#### **50.7 Leave for Union Responsibilities**

- (a) The company recognises that some employees and union delegates are on occasion nominated or elected to fulfil roles within the Union. The nature of these roles usually involves attending union committee of management and executive meetings, or specialist committee meetings on an infrequent basis and associated duties.
- (b) The company agrees that such representatives will be granted paid leave during normal working hours at the written request of the relevant district secretary to fulfil their union duties on an as needs basis.

#### **50.8 Trade Union Training**

- (a) The parties recognise that workplace harmony and productivity can be diminished by an ineffective and unskilled approach to industrial relations. Accordingly, it is agreed that trade union training for delegates will take place in order to provide union delegates with the skills and knowledge required to address this important issue.

- (b) A union delegate is entitled to, and the employer must grant, up to five days paid leave during normal working hours each year to attend trade union courses including courses which are directed at the enhancement of the operation of the dispute resolution procedure in this Agreement and regarding the operation of this Agreement, the Award and the Fair Work Act 2009.
- (c) A delegate who participates in training under this clause shall be deemed to have used the equivalent amount of their entitlement to Dispute Resolution Training Leave under the award, on a day for day basis.
- (d) The Union must give the employer six weeks' notice, or such shorter period of notice as the employer may agree to accept, of the delegate's intention to attend such courses and the amount of leave to be taken.
- (e) The notice to the employer must include details of the type, content and duration of the course to be attended.
- (f) The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements: however, the employer will not unreasonably refuse to grant leave on operational grounds.

#### **50.9 Consultative Committee Training Provisions**

- (a) All ECC representatives will be entitled to a minimum of five days paid leave during normal working hours, each year to attend Union training courses on ECC skills.
- (b) Training will be carried out during normal working hours and participants will be paid at their usual rate for that time.
- (c) Where it is appropriate, management ECC representatives will be able to participate in joint ECC training. However, management participation in ECC training may only occur with the consent of the Union and employee representatives. Management participation in joint ECC training will only be appropriate where Employee ECC representatives have previously participated in appropriate ECC training, as determined by the Union, before participating in joint training with management ECC representatives.
- (d) ECC Training Leave shall be in addition to any other training leave entitlement outlined in this agreement or in any applicable Award.

**50.10** Nothing in this clause authorises the employer, union or any union delegate to prejudice employees who are not members of the union in their employment or authorises the employer to discriminate against employees who are not union members

**50.11** In the event a workplace delegate would receive a more favourable entitlement under the delegates' right term of the Awards than under this clause, the more favourable Award entitlement will operate as a term of this clause.

## Part 9— CONSTRUCTION SITE RATES & CONDITIONS

### 51. Construction site rates & conditions

#### 51.1 Scope and Application

- (a) This clause applies to all workers who are covered by this agreement and who are performing construction work as defined in the Building & Construction General On-site Award 2020. An employee undertaking work within the housing, merchandising and non-commercial sectors of the industry are excluded from receiving the conditions contained within this clause.
- (b) Any employee engaged upon construction site work will receive the following entitlements in addition to all other entitlements contained in this Agreement. Where the subject matter in this section is addressed elsewhere in this Agreement, the worker is entitled to whichever is the superior entitlement, but not both:

#### 51.2 Wage Rates

- (a) Wage rates for construction work will increase by 5% delivered from each Pay Period listed below::
- From 1st Pay Period commencing on or after 1 July 2024
  - From 1<sup>st</sup> Pay Period commencing on or after 1 March 2025
  - From 1<sup>st</sup> Pay Period commencing on or after 1 March 2026
  - From 1<sup>st</sup> Pay Period commencing on or after 1 March 2027
- (b) For the sake of clarity, once the increases have been implemented, the actual wage rate will be as specified in the following table:

Prior to 1 July 2024	From 1 July 2024	From 1 March 2025	From 1 March 2026	From 1 March 2027
\$1934.64 (\$53.74 per hours)	\$2031.37 (\$56.43 per hour)	\$2132.93 (\$59.25 per hour)	\$2239.57 (\$62.21 per hour)	\$2351.54 (\$65.32 per hour)

### 51.3 ADULT APPRENTICES

#### 4-Year Apprenticeship

<b>YEAR</b>	<b>Percentage</b>	<b>01-July-24 \$56.43</b>	<b>01-Mar-25 \$59.25</b>	<b>1 Mar. 2026 \$62.21</b>	<b>1 Mar. 2027 \$65.32</b>
		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	
1st	83.50%	\$46.87	\$49.21	\$51.68	\$54.26
2nd	88.00%	\$49.40	\$51.87	\$54.46	\$57.18
3rd	93.00%	\$52.20	\$54.81	\$57.55	\$60.43
4th	98.00%	\$55.01	\$57.76	\$60.65	\$63.68

#### 3-Year Apprenticeship

<b>YEAR</b>	<b>Percentage</b>	<b>01-July-24 \$56.43</b>	<b>01-Mar-25 \$59.25</b>	<b>1 Mar. 2026 \$62.21</b>	<b>1 Mar. 2027 \$65.32</b>
		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	
1st	83.50%	\$46.87	\$49.21	\$51.68	\$54.26
2nd	88.00%	\$49.40	\$51.87	\$54.46	\$57.18
3rd	94.00%	\$52.77	\$55.40	\$58.17	\$63.68

## 51.4 APPRENTICES

### 4-Year Apprenticeship

<b>YEAR</b>	<b>Percentage</b>	<b>01-July-24 \$56.43</b>	<b>01-Mar-25 \$59.25</b>	<b>1 Mar. 2026 \$62.21</b>	<b>1 Mar. 2027 \$65.32</b>
		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	
1st	55.00%	\$30.87	\$32.42	\$34.04	\$35.74
2nd	65.00%	\$36.49	\$38.31	\$40.23	\$42.24
3rd	75.00%	\$42.10	\$44.20	\$46.41	\$48.74
4th	90.00%	\$50.52	\$53.05	\$55.70	\$58.48

### 3-Year Apprenticeship

<b>YEAR</b>	<b>Percentage</b>	<b>01-July-24 \$56.43</b>	<b>01-Mar-25 \$59.25</b>	<b>1 Mar. 2026 \$62.21</b>	<b>1 Mar. 2027 \$65.32</b>
		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	
1st	55.00%	\$30.87	\$32.42	\$34.04	\$35.74
2nd	75.00%	\$42.10	\$44.20	\$46.41	\$48.74
3rd	90.00%	\$50.52	\$53.05	\$55.70	\$58.48

## **51.5 Incolink**

### **Redundancy**

- (a) The Company is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 (“Incolink Number 2 Fund or any other fund approved by the Union”) of which Redundancy Payment Central Fund Ltd (“Incolink or any other fund approved by the Union”) is trustee, and all the employees of the Company within the scope of this Agreement will be enrolled in the Incolink Number 2 Fund or any other fund approved by the Union and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.
- (b) The Company shall pay contributions to the Incolink Number 2 Fund or any other fund approved by the Union on behalf of each employee (other than apprentices) on a weekly basis in accordance with the Trust Deed. If Incolink or any other fund approved by the Union nominates any other fund under clause 0(d) hereof, the Company shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.
- (c) An employee is entitled to access his/her redundancy payments when they cease to be employed by the Company. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the Award and the entitlement of the employee under the Incolink Number 2 Fund or any other fund approved by the Union Trust deed (or under the constituting documents of any fund nominated by Incolink or any other fund approved by the Union under clause 51.5(d) hereof).
- (d) The liability of the Company to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 2 Fund or any other fund approved by the Union, or by another fund nominated by Incolink or any other fund approved by the Union under clause 51.5(e) hereof.
- (e) References in this clause to “Incolink Number 2 Fund or any other fund approved by the Union” include a reference to another fund for comparable purposes nominated by Incolink or any other fund approved by the Union for the purpose of this Agreement as a fund which supersedes the Incolink Number 2 Fund or any other fund approved by the Union.

## **51.6 Income Protection**

- (a) The provisions in clause 49 of this agreement will apply for all workers performing site work

## **51.7 Accident Pay**

- (a) Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers compensation legislation and the Employee’s appropriate 36 hour rate prescribed in

51.2(c) of this Agreement (pro-rata for casual and part time employees).

- (b) The Company shall pay accident pay, during the incapacity of their employee/s arising from any one injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether is in one continuous period or not, during which the employee receives a weekly amount of compensation paid pursuant to the relevant workers compensation legislation.
- (c) The liability to pay accident pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.
- (d) In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

## **51.8 Superannuation**

“Fund” will mean the superannuation fund chosen by each employee. The default fund will be First Super, as amended from time to time, and includes any superannuation fund which may be made in succession thereto.

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

- From 1 July 2024      \$280
- From 1 July 2025      (Site rate as applicable at this time)
- From 1 July 2026      (Site rate as applicable at this time)
- From 1 July 2027      (Site rate as applicable at this time)

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

Provided that the contributions for the apprentices will be a percentage of Ordinary Time Earnings as prescribed by the Superannuation Guarantee Legislation. All superannuation contributions shall be paid monthly as required by the trust deed.

Nothing in this Agreement precludes arrangements for salary sacrifice by request of the employee and consistent with Australian Taxation Office requirements.

## **51.9 Site Allowances**

The terms of Appendix C of this Agreement will govern the payment of all site allowances

## **51.10 Swing Scaffold - Buildings**

Employees engaged on any type of swing, bosuns chair or scaffold will be paid an allowance for that work based on the following rates:

<b>Height of Bracing</b>	<b>First Four Hours</b>	<b>Each Additional Hour</b>
0 – 15 storeys	\$6.16	\$1.27
16 – 30	\$7.95	\$1.67
31 - 45	\$9.40	\$1.90
46 - 60	\$15.40	\$3.18
Greater than 60	\$19.64	\$4.08

During the life of this Agreement these rates will increase in line with any increases in the Multistorey allowance at clause 23.3(e) of the Building & Construction General On-site Award 2020.rr

**51.11 HOURS OF WORK, ROSTERED DAYS OFF AND PROTECTION OF LEISURE TIME**

**51.12 Hours of Work**

- (a) Ordinary hours of work will be eight (8) hours per day Monday to Friday with the notional weekly hours based on a 36 hour week.
- (b) Ordinary daily hours may be worked between the hours of 5am and 5.00pm
- (c) The Company has the right to alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times the Company will consult with the affected employees and
  - (i) provide not less than eighteen hours' notice to affected employees of the change to start and finish times;
  - (ii) provide an opportunity to affected employees to advise of individual personal or family circumstances relevant to change to start and finish times, and shall consider any such advice from affected employees;
  - (iii) have regard to its obligations to provide a safe and healthy workplace; and
  - (iv) have regard to the intention of avoiding excessive overtime.
- (d) Any dispute about exercise of the employer's right to alter start and finish times may be referred to the FWC for determination pursuant to clause 12.
- ~~(e) One ten minute paid morning rest break and one 30 minute unpaid lunch break will be~~



scheduled within ordinary time to be taken no later than 6 hours after work starts.

- (f) A 20 minute rest break will be applicable where the employee is required to work more than two hours overtime after the usual ceasing time of the day or shift, and shall be paid at ordinary time rates.

Employees who take payment in lieu of stopping work for this break will be regarded as having worked a further 20 minutes and shall be paid accordingly.

### **51.13 Overtime**

- (a) Except as varied herein, overtime will be worked in accordance with the provisions of the award.
- (b) Such overtime will be calculated by applying the divisor of 1/36th to the employee's weekly rate as prescribed herein.
- (c) All overtime shall be paid at double ordinary time rates.
- (d) An employee required to work overtime for one and one half hours or more after working ordinary hours must be paid by the employer the amount to meet the cost of a meal, as follows:
  - (i) From the first pay period commencing on or after 1 July 2024 - \$31.98
  - (ii) From the first pay period commencing on or after 1 March 2025 - CPI increase
  - (iii) From the first pay period commencing on or after 1 March 2026 - CPI increase
  - (iv) From the first pay period commencing on or after 1 March 2027 - CPI increase

### **51.14 Saturdays, Sundays and Public Holidays**

- (a) 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 or Sunday will be afforded a minimum 4 hours' work, or be paid as if for 4 hours at the aforementioned overtime rates.

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

An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined Rest Period/Meal/Crib Break after four hours' work, such time to be paid at double ordinary time rates, with a further 20 minute Crib break to be paid at double ordinary time rates if the overtime continues past 8 hours worked.

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.

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

- (b) Overtime worked on a Public Holiday for employees, other than shiftworkers will be paid for at the rate of double time and one half ordinary time rates.

#### **51.15 Rest Period After Overtime**

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

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

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

#### **51.16 Offer and Acceptance of Weekend Overtime**

Offer of weekend overtime will be made to employees prior to the normal meal break on Thursday. However, where through extraordinary circumstances the Company is either (i) unable to give such notice, or (ii) unable to proceed with such scheduled overtime, the Company may offer / cancel such overtime by notifying affected employees before the finish time of ordinary hours on Friday.

Overtime will be offered on a work required basis.

Employees who accept an offer of weekend overtime will be obliged to attend. However, employees through extraordinary circumstances, may find themselves unable to fulfil their commitment to attend site. Such employees will notify the Company before the planned finishing time on Friday.

#### **51.17 Leisure Time Protected**

It is the intention of the parties that excessive overtime will not be worked.

To this end the general standard of weekly hours will usually not be more than 56 per week (Monday to Saturday), provided that the aforesaid 'usual weekly hours' may by agreement between the parties be exceeded from time to time to meet the needs of the project, or a specific task on a project.

The intentions of the parties in this matter are:

- The employer is not restricted as to the setting of daily hours within the 56 hour standard;
- It is acknowledged that additional hours are necessary for particular personnel (e.g. [without limiting the foregoing] crane crews; peggies; first aiders; hoist drivers; concrete finishers; site security personnel), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry;

- If time is lost on a project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime provided that the total hours do not exceed 56 hours for the week for the individual employee;

Nothing in this clause shall be read as to imply that payment as for 56 hours is guaranteed, and nothing in this clause shall diminish the right of the employer to schedule a lesser weekly program of hours.

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

- (a) any risk to employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an employee's ability to work safely and/or create a danger to employees;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

#### **51.18 Work on Fridays**

The parties will endeavour to ensure that wherever possible normal productive work shall cease 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 clause is maintained. That is, work will be able to continue if the work is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed.

Other circumstances where work will be able to continue include the following: to recover time lost due to excessive periods of inclement weather, matters not necessarily the fault of the employer which have led to the project being delayed or behind schedule, the requirement to meet the Principal's work program and unexpected delays in the project due to scheduling of other works or supply of materials.

#### **51.19 Shift Work**

- (a) All shift work shall be paid at the rate of double time for all hours worked.
- (b) It is not automatically required that Employee Representatives and Health & Safety Representatives be in attendance on any occasion that shift work is being done.
- (c) Provided that at all such times there shall be available a person qualified in First Aid.

## **51.20 Inclement Weather**

- (a) The parties to this Agreement adopt the following provision – Inclement Weather - as follows:
- (i) The parties agree that all necessary steps will be taken to ensure that a full working understanding of the Inclement Weather procedures as contained in the relevant industry awards, is achieved and maintained throughout the industry, with particular adherence to the following provisions and guidelines:
  - (ii) should a portion of the project be affected, by inclement weather, all other employees not so affected will continue working in accordance with the appropriate award provisions, regardless that some employees may be entitled to cease work due to inclement weather.
  - (iii) During periods of hot weather, work in air conditioned environments will continue, subject to amenities being located adjacent to or within a reasonable distance from the workplace. It is recognised that during periods of hot weather, some tasks/workers may be relocated prior to 35 degrees Celsius due to OH&S considerations but other tasks may continue up till 35 degrees Celsius.
  - (iv) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of work. If work has ceased for two consecutive days due to hot weather and the Bureau of Meteorology (BOM) has forecast that the temperature will reach 35°C on the following day and the BOM has also forecast a cool change for that day, the Employees on site on that day will remain in air conditioned amenities for one and a half hours after the temperature reaches 35°C. If the temperature drops to below 33°C, the Employees will return to work. The Parties will also adopt this procedure for any subsequent days where the BOM forecasts that the temperature will reach 35°C or more.
  - (v) 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 appropriate award provisions.
  - (vi) It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between the employee's site representative/s and site management.”

## **51.21 Guidelines For Inclement Weather**

### **(a) Hot Weather Guidelines**

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

- (ii) When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the parties on site shall confer regarding the performance of work.
- (iii) As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of a formal OH&S procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.

**(b) Temperature Measurement**

- (i) Temperature will be measured by the nearest Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne; Moorabbin; Dunns Hill; Melbourne Airport; Frankston; and Point Wilson. At the commencement of each project, the onsite management and employees representatives will agree which is to be the applicable automatic weather monitoring station or shall determine an alternative method of temperature measurement.

**(c) Working Arrangements**

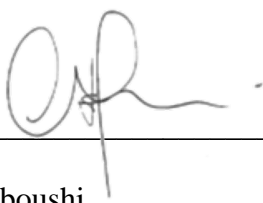

- (i) The current industry practice whereby all employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C will no longer operate.
- (ii) At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- (iii) Once the temperature reaches 35°C work will cease, and workers may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work in the Building & Construction General On-Site Award 2020 shall apply.
- (iv) During periods of hot weather, work in air conditioned environments shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities and the air-conditioned work space, provided it does not pose a serious threat to their health or safety.
- (v) By agreement with the OH&S committee and head contractor during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.
- (vi) It is expressly agreed that, other than as provided for in 51.21(c)(ii), 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 the employees ineligible for any payment which may otherwise accrue.

## **51.22 Interpretation & Application of Guidelines**

- (a) It is jointly agreed that the site representatives are empowered to implement the guidelines as per the scope provided.
- (b) It is jointly agreed that refresher training to explain the interpretation and application of the inclement weather clauses is to be conducted to ensure correct use.
- (c) Unless these guidelines are followed, the employer will not be required to pay for lost time through inclement weather.

## Part 10-SIGNATORIES

### 1. SIGNATORIES

 <hr/> <p>Steve Abboushi Victorian District Secretary CFMEU – Manufacturing Division</p> <p>Address: Level 2, 165 Bouverie Street Carlton VIC 3053</p> <p>Phone: 1800 060 556</p> <p>Date: 9 December 2024</p>	 <hr/> <p>Phillip Menzel Director</p> <p>Menzel Glass Pty Ltd</p> <p>Address: 10 Crown Street South Geelong VIC 3220</p> <p>Phone: 03 52297 598</p> <p>Date: 16 December 2024</p>
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## Schedule A - Minimum Enterprise Rates

### A.1 FOR GLAZIERS WORKING IN FACTORIES

	Prior to 27-Nov-24	From 27-Nov-24 5.0%	From 1-Mar-25 3.0%	From 1-Mar 26 3.0%	From 1-Mar 27 3.0%
Levels		Hourly	Hourly	Hourly	
5	\$37.2916	\$39.16	\$40.33	\$41.54	\$42.79
4	\$35.65	\$37.43	\$38.56	\$39.71	\$40.90

## Schedule B - Wage Rates: Apprentices and Juniors

### B.1 Wage Rates For Adult Apprentices

Percentage of the total weekly wage for the adult classification of Level 5 Glazier

#### 4 Year Apprenticeship

YEAR	Percentage	27-Nov-24	01-Mar-25	01-Mar-26	01-Mar-27
		\$39.16	\$40.33	\$41.54	\$42.79
		Hourly	Hourly	Hourly	Hourly
1st	83.50%	\$32.70	\$33.68	\$34.69	\$35.73
2nd	88.00%	\$34.46	\$35.49	\$36.56	\$37.65
3rd	93.00%	\$36.42	\$37.51	\$38.63	\$39.79
4th	98.00%	\$38.37	\$39.52	\$40.71	\$41.93

#### 3 Year Apprenticeship

YEAR	Percentage	27-Nov-24 \$39.16	01-Mar-25 \$40.33	01-Mar-26 \$41.54	01-Mar-27 \$42.79
		Hourly	Hourly	Hourly	Hourly
1st	83.50%	\$32.70	\$33.68	\$34.69	\$35.73
2nd	88.00%	\$34.46	\$35.49	\$36.56	\$37.65
3rd	94.00%	\$36.81	\$37.91	\$39.05	\$40.22

## B.2 Wage Rates For Apprentices

### 4 Year Apprenticeship

YEAR	Percentage	27-Nov-24 \$39.16	01-Mar-25 \$40.33	01-Mar-26 \$41.54	01-Mar-27 \$42.79
		Hourly	Hourly	Hourly	Hourly
1st	55.00%	\$21.54	\$22.18	\$22.85	\$23.53
2nd	65.00%	\$25.45	\$26.20	\$27.00	\$27.81
3rd	75.00%	\$29.37	\$30.25	\$31.16	\$32.09
4th	90.00%	\$35.24	\$36.30	\$37.39	\$38.51

### 3 Year Apprenticeship

YEAR	Percentage	27-Nov-24 \$39.16	01-Mar-25 \$40.33	01-Mar-26 \$41.54	01-Mar-27 \$42.79
		Hourly	Hourly	Hourly	Hourly
1st	55.00%	\$21.54	\$22.18	\$22.85	\$23.53
2nd	75.00%	\$29.37	\$30.25	\$31.16	\$32.09
3rd	90.00%	\$35.24	\$36.30	\$37.39	\$38.51

### B.3 JUNIOR RATES

Percentage of the total weekly wage for the adult classification of Level 5 Glazier as stated in Schedule A of this Agreement.

<b>AGE</b>	<b>Percentage</b>	<b>27-Nov-24 \$39.16</b>	<b>01-Mar-25 \$40.33</b>	<b>01-Mar-26 \$41.54</b>	<b>01-Mar-27 \$42.79</b>
		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
15-17	63.00%	\$24.67	\$25.41	\$26.17	\$26.96
18-20	75.00%	\$29.37	\$30.25	\$31.16	\$32.09

## **Schedule C - Site Allowance Procedure**

- C.1.1** This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowances will not be claimed on any project where the project value is below \$3.0 million.
- C.1.2** In addition to the wage rates and allowances prescribed, the Company shall pay to employees extra rates as set out in the special rates clause of the Award 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.
- C.1.3** The payment of Insulation Allowance shall be paid to individual employees only who are affected (as defined in the Award) by the use of such material.
- C.1.4** Subject to the foregoing, where the union on behalf of its members, requests an employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:
- (a) Geographic location if the project is contained within the City of Melbourne as defined; or
  - (b) The amount contained in Sub-Clause C.2.
- C.1.5** A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following Award special rates - confined space, wet work, dirty work, second-hand timber and fumes. Award special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with the Award conditions.
- C.1.6** It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.
- C.2 Site Allowances applicable from 1 October 2023:**
- C.2.1** The minimum project value, below which NO Site Allowance is payable, is \$5.7m as at 1 October 2023.
- C.2.2** 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.
- C.2.3 City of Melbourne (as defined in Clause C.2.16. hereof):**
- (a) New Projects
    - \$5.7m up to \$2.89.1m: - \$5 per hour worked
    - over \$289.1m: - as per subclause C.2.4

(b) Renovations, Restoration &/or Refurbishment

Projects between \$5.7 million to \$289.1 million at \$4.35 per hour.

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

<b>Project Value \$ million</b>	<b>Site Allowance \$p/h</b>
\$5.7 – \$34.7 million	\$2.85
\$34.7 – \$58 million	\$3.50
\$58 – \$115.6 million	\$4.00
\$115.6 – \$289.1 million	\$4.60
\$289.1 – \$462.5 million	\$5.25
\$462.5 – \$1156.4 million	\$5.75
\$1156.4 – \$2312.7 million	\$6.90
\$2312.7 – \$3469.2 million	\$7.50
\$3469.2 – \$4625.4 million	\$8.10
For projects above \$4625.4 million, there shall be an increment of <b>10 cents per additional \$100m</b> or part thereof.	

(c) All new Docklands projects are to be in accordance with the new scale of Site Allowances. Existing projects at Docklands are to remain unchanged regarding site allowance and working hours.

**C.2.4** The Rates shall be reviewed no later than 30 September 2024 and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.

**C.2.5** The Site Allowance values and project values in this Clause shall be adjusted by the CPI (All Groups, Melbourne), effective from 1 October 2024 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year.

**C.2.6** The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.

**C.2.7** It is agreed by the parties that no allowance shall be claimed on any project, regardless of its location, where the project value is below \$3.0 million.

**C.2.8** In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Victorian Building Industry Disputes Panel for determination. Provided that any outcome so determined will not be

inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005.

- C.2.9** In determining the rate, the Panel shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances.
- C.2.10** Special and exceptional circumstances may include working on projects where disabilities not comprehended in the Site Allowance procedure described herein exist. This may include where predominately contract metal trades construction/maintenance work is being carried out. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the employees cease industrial action.
- C.2.11** Any site allowance that is determined in accordance with C.2.10 and C.2.11 above shall be incorporated into the Agreement in accordance with the Fair Work Act 2009.
- C.2.12 Shopping Centre Projects**
- C.2.13** 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 \$2.8m will attract the then current City of Melbourne Site Allowance.
- C.2.14** Where the project is of a mixed purpose, City of Melbourne site allowance rates will apply only where the retail component is at least \$2.8m and occupies at least 51% of the area of the project.
- C.2.15 City of Melbourne Definition**
- C.2.16** For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the —City of Melbourne are defined as follows:
- C.2.17** Commencing at the point where Citylink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, Macarthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevarde 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.
- C.2.18** The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street, and Alexandra Parade.
- C.2.19** 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.

# **Schedule D - DRUG & ALCOHOL MANAGEMENT PROGRAM**

## **1.0 PROJECT DRUG & ALCOHOL MANAGEMENT PROGRAM (DAMP) PROCESS**

### **1.1 Context**

### **1.2 Revision Status**

### **1.3 Controlled Document Distribution Status**

### **1.4 Definitions**

### **1.5 Confidentiality**

## **2.0 DUTY OF CARE AND RESPONSIBILITY**

### **2.1 Employers**

### **2.2 Management of test results**

### **2.3 Project Manager**

### **2.4 [Insert Company] Health, Safety & Environmental Manager**

### **2.5 Supervisors/Line Managers**

### **2.6 Health & Safety Committee**

### **2.7 Workers & Other Persons**

## **3.0 EDUCATION & COMMUNICATION**

### **3.1 Initial Training**

### **3.2 Accredited Training**

### **3.3 D&A Officer**

### **3.4 Inductions**

### **3.5 Distribution of Information**

### **3.6 Additional Information**

### **3.7 Medical conditions that may affect Fitness for Duty**

## **4.0 SUPPORT**

### **4.1 Available support**

### **4.2 Employee Assistance Provider (EAP)**

## **5.0 REGULAR TESTING**

### **5.1 Selection Process**

### **5.2 Testing Process**

## **6.0 DRUG & ALCOHOL TESTING (1ST STEP)**

### **6.1 Principle**

### **6.2 Self-Testing**



**6.3 For Cause Testing**

**6.4 Reasonable Concern Testing**

**7.0 TESTING PROCEDURE (2ND STEP)**

**7.1 Self-Testing**

**7.2 For Cause or Reasonable Concern testing procedure**

**8.0 TESTING METHODS FOR DRUGS & ALCOHOL**

**8.1 Alcohol Testing Method**

**8.2 Drug Testing Method**

**9.0 TESTING RESULTS**

**9.1 Principle**

**9.2 Drug Testing**

**10.0 CONSEQUENCES**

**10.1 Self-Testing**

**10.2 Alcohol Test**

**10.3 Drug Testing**

**10.4 Refusal to Test**

**10.5 Disciplinary Action**

**10.6 Self-Declaration**

**11.0 CONFIDENTIALITY**

**11.1 Confidentiality of Information**

**11.2 Confidentiality of Results**

**11.3 [Insert Company]’s Duties**

**11.4 Release of Information**

**12.0 CONSULTATION**

**12.1 Amendments to DAMP**

**12.2 Aim 15**

**APPENDIX A - OBSERVABLE IMPAIRMENT ASSESSMENT CHECKLIST**

**APPENDIX B – DRUG & ALCOHOL COUNSELLING ADVICE**

**APPENDIX C – TEST TARGET CONCENTRATIONS**

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

**1.0 PROJECT DRUG & ALCOHOL MANAGEMENT PROGRAM (DAMP) PROCESS**

### 1.1 Context

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

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

The purpose of this process is to manage alcohol and other drugs and their effects on workers' fitness for work whilst performing duties or attending the workplace. This process ensures that [Insert Company] has a mechanism to appropriately manage the misuse of alcohol and other drugs in the workplace through education, counselling, rehabilitation and discipline, where required. Drug and Alcohol tests will be conducted for the following substances on [Insert Company] projects:

Alcohol;

Opiates;

THC (marijuana or cannabis);

Cocaine;

Benzodiazepines;

Amphetamine; and

Methamphetamine.

### 1.2 Revision Status

Revisions to this Management Plan will be made as required to reflect the current site conditions and to ensure the continued suitability and effectiveness. The frequency of the review shall be determined by the Project Manager and workplace conditions but shall not exceed 12 months.

Version	Date	Description	Page	Site Manager	Project Manager

### 1.3 Controlled Document Distribution Status

Amendments to this Management Plan are approved by the Project Manager, and distributed to all holders outlined below:

Date	Name of Recipient	Organization

Date	Name of Recipient	Organization
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## Definitions

**Accredited Laboratory** means a laboratory which meets minimum Australian performance standards set by an accrediting agency, being the National Australian Testing Authority (NATA).

**Alcohol** refers specifically to the chemical substance ethanol which, in this context may occur in either a liquid or gaseous form.

**Amphetamine-type stimulants** may include, but are not limited to, the following: amphetamine, Methylamphetamine, Methylenedioxymethamphetamine (MDMA), Methylenedioxyamphetamine (MDA).

**B.A.C** is the measurement of alcohol in the body, in grams of alcohol per 100 millilitres of blood and recorded as a percentage i.e. 0.00%.

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

**Chain of Custody** is a series of procedures to account for the integrity of each oral fluid specimen by tracking its handling and storage from point of collection to final disposal.

**Cocaine** includes cocaine and its metabolites including cocaine, Benzoyllecgonine and Ecgonine methyl ester.

**Confirmatory Test** refers to a second alcohol breath test to confirm the initial reading or, in the case of drugs, an oral fluid analysis conducted at an accredited laboratory to confirm the non-negative (“fail”) result obtained in the initial test. The confirmatory test results in a definitive positive (fail) or negative (pass) result.

Confirmed Positive Result (Fail) means a:

Secondary onsite breath test for alcohol in excess of 0.00 grams per 100 milliliters (0.00%) of alcohol;

Secondary test conducted at an accredited laboratory for drugs in excess of the levels contained in AS 4760:2006, performed at an accredited laboratory. Note: Benzodiazepine level<sup>1</sup> to be provided by the prescribed testing laboratory.

A confirmed positive result as described above is a fail.

**Drug** means a substance that has a physiological effect on the body, either by itself or through its metabolite(s). The term ‘drug’ refers to the drug and/or its metabolite(s) for the purpose of detecting a target drug in oral fluid.

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

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

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

An individual or group of individuals’ fitness for work may have been a contributing factor in an incident.

There is a direct observation or indication of impairment or unusual behaviour or actions by the individual.

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

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

**H&S** means health and safety.

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

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

**Initial Screening Test** is defined as indicative testing conducted at the workplace to exclude the presence of alcohol and/or a drug or a class of drugs as provided by Australian Standards AS3547:1997 and AS 4760:2006. The Initial Screening Test provides a “negative” or “non- negative” result. Where a “non-negative” (“fail”) result is obtained, confirmatory testing must be conducted to provide a conclusive result.

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<sup>1</sup> Benzodiazepine concentrations are to be confirmed with [Insert Company]’s chosen Drug & Alcohol testing provider.

**NATA** is the National Association of Testing Authorities, who accredits laboratories, inspection bodies and calibration services produce certified reference materials and provide proficiency testing schemes throughout Australia.

**Negative Result** means a test result at or below the prescribed or nominated target concentration levels and this is therefore considered a “pass”.

**Non-Company Personnel** refers to any worker who is not directly employed by [Insert Company].

**Non-Negative Result** means an initial screening test result that indicates the presence of alcohol or drugs above the prescribed or nominated target concentration levels and is therefore considered a “fail”. A secondary onsite breath test for alcohol or accredited laboratory test for drugs is to be conducted to determine a confirmed positive (fail) or confirmed negative (pass) result.

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

**Opiates** may include but are not limited to the following: morphine, codeine and 6-acetylmorphine.

**Over-the-Counter Medication** means medicines/drugs sold directly to the consumer without a prescription from a healthcare professional.

**Prescription Medication** means medication that is prescribed by a healthcare professional.

**Random Testing** refers to drug and alcohol testing completed at the workplace on a randomly selected day and time (keeping within the parameters defined in this procedure, e.g. testing required monthly) on a randomly selected group of individuals or teams.

**Targeted Testing** refers to testing conducted for the workers working in high risk activities or once returning to work after a confirmed positive (fail) drug or alcohol test.

**Testing Officer** means a suitably competent and trained provider or person approved by the HSE Manager to conduct drug and alcohol sampling of the workers at the workplace. This person may be an independent person or employed by [Insert Company].

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

Worker means:

a worker (including salaried, staff and managerial personnel), or

a contractor or subcontractor, or

a worker of a contractor or subcontractor, or

a worker of a labour hire company who has been assigned to work in the person’s business or undertaking, or

an outworker, or

an apprentice or trainee, or

a student gaining work experience, or

a volunteer, or

a visitor, or

a consultant.

**Workplace** means a place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be while at work, including all facilities provided to the workers for the purpose of conducting works for [Insert Company]. A workplace includes, but is not limited to:

site/project office

plant and laydown yards

car parks

sheds and rooms

amenities

working locations

shipping containers and site safes

company vehicles

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

## **1.2 Confidentiality**

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

[Insert Company] is committed to ensuring that results from all drug and alcohol testing remain confidential and use/access/dissemination of the results shall be restricted to those who have a genuine requirement to access the results of the drug and/or alcohol test.

## **2.0 DUTY OF CARE AND RESPONSIBILITY**

Under this process the duty of care, responsibilities and obligations of [Insert Company], the workers, contractors and others at the workplace are derived from obligations under the *Victorian Occupational Health and Safety Act 2004* and specified responsibilities detailed in this process.

### **2.1 Employers**

Employers must provide a safe and healthy workplace for the workers or other persons by ensuring, so far as is reasonably practicable:

Safe systems of work

A safe work environment

Safe use of plant, structures and substances

Facilities for the welfare of the workers are adequate

Notification and recording of workplace incidents

Adequate information, training, instruction and supervision is given

Compliance with the requirements under the Occupational Health and Safety Regulation 2007

Effective systems are in place for monitoring the health of workers and workplace conditions.

### **2.2 Management of test results**

The Health, Safety & Environmental (HSE) Manager is responsible for receiving and maintaining the laboratory results for all positive and non-negative test results from each project.

For all positive and non-negative (fail) alcohol or drug test results, [Insert Company] will have one central database to record and to monitor disciplinary action should a worker have a 1st, 2nd or 3rd infraction. A copy of the Chain of Custody document with the presumptive test results could be forwarded to [Insert Company] which will then inform the Subcontractor line manager of the confirmatory result for each employee.

### **2.3 Project Manager**

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

### **2.4 Health, Safety & Environmental Manager**

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

## **2.5 Supervisors/Line Managers**

Supervisors/Line Managers must ensure, so far as is reasonably practicable, that all individuals in their area of responsibility understand and comply with the requirements of this process and ensure that no worker commences or continues work if the worker appears to be affected by alcohol or other drugs. In this case, the matter should be referred to the P/CW Manager for further investigation or action, as applicable.

## **2.6 Health & Safety Committee**

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

## **2.7 Workers & Other Persons**

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

Take reasonable care for their own health and safety

Take reasonable care for the health and safety of other workers who may be affected by the worker's acts or omissions, and

Cooperate with his or her employer with respect to any action taken by the employer to comply with requirements imposed by the Act, Regulations or guidelines.

It is the responsibility of the worker to present in a fit state for work and have the appropriate level of rest afforded to them between shifts. Any worker, who believes that he or she may be unfit for work for any reason is expected to not commence work and to inform his or her employer accordingly.

Workers should notify their Supervisor/Line Manager if they are taking medication of any kind which may impair their ability to conduct work safely. Workers should also notify their Supervisor/Line Manager if they have an alcohol or drug issue which may be in breach of the requirements in this process.

Workers must also notify their Supervisor/Line Manager when they become aware of any breach or potential breach of this process.

## **3.0 EDUCATION & COMMUNICATION**

### **3.1 Initial Training**

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

The health and safety implications of drug and alcohol use.

Medications which may affect the worker's ability to work safely.

Medications and other factors which may trigger a non-negative result.

Recognition of the early indication of drug and alcohol abuse.

The adverse effects that drugs and alcohol may have on health, and the related risks to safety and the environment.

Treatment and rehabilitation, including [Insert Company]'s Employee Assistance Program (EAP).

Resources available for counselling and/or rehabilitation and the procedures for obtaining assistance or referring workers for assistance.

The contents and requirements of this drug and alcohol clause.

Levels of drug and alcohol consumption.

The use of available alcohol testing equipment for personnel who wish to test themselves voluntarily before the start of their normal shift.

### **3.2 Accredited Training**

[Insert Company] will provide accredited training for staff and [Insert Company] representatives to recognize impaired performance resulting from drug and alcohol abuse, and to handle the resulting worker relations issues. The worker's representatives shall be called a D&A Impairment Officer.

### **3.3 D&A Officer**

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

### **3.4 Inductions**

The [Insert Company] induction will include a specific section on drugs and alcohol, which will be reinforced with toolbox briefings and the abovementioned training.

### **3.5 Distribution of Information**

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

### **3.6 Additional Information**

[Insert Company] will not perform any drug and alcohol testing or take any disciplinary action against an affected worker in respect of drugs and alcohol, until the worker has completed the initial training as detailed in clause 3.1.

This training will be included in workplace inductions.

### **3.7 Medical conditions that may affect Fitness for Duty**

Workers may have legitimate medical reasons for taking lawful drugs for medical purposes or where the drug is lawfully available at pharmacies.

If a worker has a medical condition that could affect fitness for Duty, he/she should inform the Supervisor, and a worker representative if he/she so wishes. The individual is not obliged to disclose confidential medical information unless it is relevant to their ability to safely perform his/her role.

If a worker's ability to safely perform normal work duties is affected by taking prescription or pharmacy drugs, the worker should obtain this advice in writing from the medical practitioner and/or pharmacist and provide it to the supervisor, and worker representative if he/she so wishes, as soon as practicable.

Any worker required to participate in drug testing is obliged to declare to the tester any medication taken immediately prior to the test being conducted. Such information will be kept confidential and only used in determining if such medication has contributed to or caused a non- negative result.

If the worker declares the medication which results in a non-negative result prior to any testing being conducted, the worker will be deemed unfit for work until the drug class declared is confirmed by a testing laboratory. Subject to a medical practitioner confirming & outlining the effects on fitness for work, no action will be taken against the worker in these instances.

If the worker did not declare the medication prior to the testing being conducted, then the Consequence clause below will apply, unless the worker can prove subsequently he/she has taken the medication which has resulted in the positive result or sufficient evidence is provided by a medical practitioner outlining the medication taken (consistent with the drug test result) and the effects on fitness for work.

## **4.0 SUPPORT**

### **4.1 Available support**

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

allowing access to any Union support programs; and

Providing access to [Insert Company] Employee Assistance Program (EAP).

#### **4.2 Employee Assistance Provider (EAP)**

The worker will be allowed to access EAP counselling during normal working hours and without loss of pay. An agreed leave of absence arrangement or loss of pay is to apply for matters outside of this EAP counselling as agreed between [Insert Company] and the worker.

#### **5.0 REGULAR TESTING**

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

Where there are less than 30 workers on site, a minimum of 10% of the workforce will be tested.

Where there are 30 to 100 workers on site, a minimum of 5 workers will be tested.

Where there are greater than 100 workers on site, a minimum of 10 workers will be tested.

Visitors will be subject to for cause testing only

#### **5.1 Selection Process**

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

#### **5.2 Testing Process**

[Insert Company] will ensure regular selection of workers to complete the testing will be conducted in a clear and transparent manner in the presence of the Drug and Alcohol Officer, Drug and Alcohol Impairment Officer and a Health and Safety Representative/Committee member where appointed.



## **6.0 DRUG & ALCOHOL TESTING (1<sup>ST</sup> STEP)**

### **6.1 Principle**

*NB: This clause does not limit the random testing required under clause 5*

The Parties agree that the pre-conditions to testing as set out in this clause represent a proper balance of ensuring a safe workplace and protecting privacy and associated rights of workers.

[Insert Company] shall only request a worker to undertake "for cause" or "reasonable concern" testing if the criteria set out below for "for cause testing" or "reasonable concern testing" are satisfied.

A worker may voluntarily test. This process is dealt with below in the section dealing with "Self-testing".

The following are the only testing processes and techniques that can be used to undertake "for cause" or "reasonable concern" or "self-testing". Any failure to comply with this clause will render the tests invalid, and no action will be taken against the worker in connection with the results of a non-complying test.

### **6.2 Self-Testing**

Facilities will be made available for workers choosing to undertake a self-test for alcohol and/or drugs. The number of workers self-testing should not exceed 10% of the total workforce per month.

### **6.3 For Cause Testing**

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

The worker has been involved in an accident or incident, or had the potential to, cause:

Serious and major damage to mobile plant or property; or

An injury to himself/herself or other individual(s).

Participation in a relevant and specific Industry focus area when the worker is undertaking High Risk Work as identified by [Insert Company].

Workers will be selected for testing using a random selection process nominated by [Insert Company] management following a consultation process in line with OHS legislation.

### **6.4 Reasonable Concern Testing**

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

An observable phenomena occurs, which is:

the direct observation of the worker of using, and/or the physical behavioural symptoms of being impaired by, alcohol and/or other drugs; and/or

unusual and/or inexplicable actions by the worker;

There is evidence that the worker is involved in the use or possession of alcohol and/or other drugs while working; or

The worker has breached safety provisions or procedures.

## **7.0 TESTING PROCEDURE (2<sup>ND</sup> STEP)**

### **7.1 Self-Testing**

The following process is designed to encourage self-testing where a worker is unsure of his/her fitness for work. Self-testing will be done in accordance with the following:

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

The worker who seeks to self-test for alcohol shall do so in accordance with the relevant testing method below.

The worker, who seeks to self-test for drugs, shall advise the D&A Officer of this.

The D&A Officer shall then conduct the relevant testing method below if requested.

## **7.2 For Cause or Reasonable Concern testing procedure**

If the pre-conditions for “For Cause or Reasonable Concern” testing have been satisfied, the following procedure may be engaged in.

[Insert Company] shall firstly meet with the worker, who will be given the opportunity to have a representative of their choice present where practicable. At this meeting:

[Insert Company] shall advise the worker of the factual foundation which has satisfied the relevant pre-conditions for testing;

[Insert Company] may request the worker to undertake an Observable Impairment Assessment (see Appendix A).

If the worker refuses to undertake the Observable Impairment Assessment (Appendix A), then the refusal clause shall apply.

If the worker agrees, then the ‘Observable Assessment Checklist’ is undertaken and completed in accordance with Appendix A.

If deemed to be impaired, the worker is to be tested in accordance with the Testing Methods clause.

If not impaired, the worker shall return to work and all records shall be destroyed.

## **8.0 TESTING METHODS FOR DRUGS & ALCOHOL**

### **8.1 Alcohol Testing Method**

Alcohol testing may only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

### **8.2 Drug Testing Method**

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

Opiates;

THC;

Cocaine;

Benzodiazepines;

Amphetamine; and

Methamphetamine.

The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Processes for specimen collection and the detection and quantitation of drug in oral fluid).

The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions.

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

This includes, but is not limited to:

performing all the quality assurance requirements, such as negative and positive controls every 25 tests; the testing body must be accredited and independently audited by an organisation such as ISO or NATA;

Collectors must be trained and receive a certificate of attainment in accordance with the Australian Quality Training Framework;

Oral Fluid devices must have the recommended cut-off levels;

Oral Fluid devices must undergo regular quality control checks including a positive and negative control every 25 tests, and one in 20 negative donor samples must be sent to an appropriately accredited laboratory to confirm a negative result;

Collectors are required to explain the procedures to each donor, conduct an approved identity check, and have them complete a consent form;

Collection and performance of the initial test must be performed in the presence of the donor; and

An unconfirmed (non-negative) sample must be despatched under strict chain of custody procedures including a second reference sample which has been collected at the same time.

The quantification analysis of the samples detected as non-negative in the on-site device must be conducted in a NATA accredited laboratory for confirmation testing.

The above does not apply to self-testing to the extent that it is inconsistent with the self-testing regime.

## **9.0 TESTING RESULTS**

### **9.1 Principle**

The overarching principle of this program and testing is to identify workers who are not fit to perform the inherent requirements of their position.

#### Alcohol Testing

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

### **9.2 Drug Testing**

A worker will be considered to have not passed their drug test if their test result indicates they have equal to or above the relevant cut-off levels of the substances referred to in AS 4760.

[Insert Company] shall only be advised whether the test result is positive or negative for drugs. [Insert Company] will have one central database to record and monitor disciplinary action should a worker have a 1st, 2nd or 3rd infraction. [Insert Company] will inform the relevant Subcontractor line manager of the confirmatory result for each employee. This information should be made available to the EAP provider as agreed by the worker.

The worker shall receive the full drug test results report (as per AS 4760). Note: Benzodiazepine level to be provided by the prescribed testing laboratory.

The results shall be provided by confidential email or in a sealed envelope, marked private and confidential from the relevant tester.

## **10.0 CONSEQUENCES**

### **10.1 Self-Testing**

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

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

Workers who test positive for alcohol and/or drugs are required to present to the D&A Officer for self-testing prior to their next shift to conduct a test. The worker is required to provide a negative sample prior to entering the job.

An agreed leave of absence arrangement or loss of pay is to apply.

No record of testing shall be kept

*Note: Self-testing does not exempt workers from being part of any other determined drug & alcohol testing*

## **10.2 Alcohol Test**

Workers who pass the alcohol test shall be permitted to return to work immediately. No individual test record is to be maintained.

Workers who do not pass the alcohol test are required to cease work and will be retested 60 minutes after initial test or at the discretion of the Testing Officer.

Workers who are retested after **60 minutes** and pass the alcohol test are permitted to return to work immediately. No loss of pay is to apply and no individual test record is to be maintained.

Where a worker is retested after **60 minutes** and does not pass the alcohol test, he/she is not permitted to return to work and shall leave the workplace when practicable. All reasonable assistance is to be afforded to ensure the affected worker can make his/her way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor). For the period after the first **60 minutes**, an agreed leave of absence arrangement or loss of pay is to apply.

Prior to returning to work, the worker will be required to take an alcohol test on site with a Drug & Alcohol Officer present. The worker can only return to work if the test result is 0.0. BAC

## **10.3 Drug Testing**

Workers recording a negative result (pass) are permitted to return to work immediately. No record of the test is to be maintained.

Workers recording an onsite non-negative result (fail) will NOT be permitted to return to work and the oral fluid sample will be sent immediately for confirmatory testing at an accredited laboratory in line with AS 4760. The worker shall then leave the workplace when practicable. All reasonable assistance is to be afforded to ensure the affected worker can make their way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor). An agreed leave of absence arrangement or loss of pay is to apply.

Workers who have recorded an onsite non-negative result (fail), who has then subsequently recorded a negative result (pass) in the confirmatory testing, shall return to work at the start of their next allocated shift and without any loss of pay.

Workers who have recorded an onsite non-negative result (fail), who has then subsequently recorded a positive result (fail) in the confirmatory testing, shall not be permitted to return to work. An agreed leave of absence arrangement or loss of pay is to apply.

However, a worker may dispute the confirmatory test and elect to have Sample B tested at the same or an alternative NATA accredited laboratory. If the result is negative (pass), the worker may return to work with no loss of pay or disciplinary action. If the result is confirmed positive (fail) the worker will not be permitted to return to work and an agreed leave of absence arrangement with [Insert Company] or loss of pay is to apply. The cost of this Sample B testing is borne by the worker.

A worker who was required to leave the workplace for non-compliance is required to return a negative (pass) retest prior to commencing their next normal shift. An agreed leave of absence arrangement or loss of pay is to apply for the duration of their absence.

## **10.4 Refusal to Test**

The following steps shall be undertaken if a worker refuses to participate in the abovementioned tests (excluding self- testing):

[Insert Company], will inform the worker and the worker's chosen representative, the refusal will have the same consequences as a non-negative result, i.e. that the worker will be deemed to be unfit for work due to the presence of alcohol or drugs.

If the worker still refuses, [Insert Company] and the D&A Impairment Officer shall consult with the worker and the worker's chosen representative, regarding the requirements, process and consequences of refusing to test and encourage him/her to partake in the test. This would be the second request to be tested.

If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the worker can make his/her way from the workplace to a safe location without harm (i.e. Taxi, lift from a friend or Supervisor). An agreed leave of absence arrangement or loss of pay is to apply for the duration of their absence

## **10.5 Disciplinary Action**

The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

Required to attend the Support referred to in clause 4;

Informed of the consequences of testing positive and obligation to present, or remain in a fit state;

Informed of further disciplinary action and testing requirements should he/she have a confirmed positive result (alcohol or drug) within the next 12 months.

Second Occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12 month period will be:

Required to re-attend the Support referred to in clause 4;

Required to participate in a rehabilitation program as per clause 4;

Informed of the consequences of testing positive and obligation to present, or remain in a fit state;

Given a verbal warning with diary entry placed on file; and

Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12 month period may be dismissed under [Insert Company]'s disciplinary processes.

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

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

No disciplinary action will be taken in respect of positive test results from a self-test.

## **10.6 Self-Declaration**

Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the support contained in clause 4. In such cases the worker will be required to take accrued or negotiated unpaid leave and may return to work when fit for duty.

The worker may be suspended from any work with immediate effect in order for an assessment to be made of the duties he/she are able to perform safely and a drug and alcohol test is to be undertaken as soon as reasonably practicable.

## **11.0 CONFIDENTIALITY**

### **11.1 Confidentiality of Information**

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

### **11.2 Confidentiality of Results**

The positive/negative result from a drug and alcohol test must remain confidential information and use/access/dissemination shall be restricted to those whose role makes it necessary to have access to it.

### **11.3 [Insert Company]'s Duties**

[Insert Company] will adhere to the following:

Testing will be conducted in a location that maintains the privacy and dignity of the individual.

Negative (pass) results will be destroyed. Evidence of the tests being conducted will be retained on site.

Workers who record a non-negative (fail) result will be treated at all times in a respectful and non-judgemental manner by all involved in the management of the matter.

Positive and non-negative (fail) alcohol or drug test results will be retained on file until 12 months has elapsed since the most recent positive/non-negative result.

**11.4 Release of Information**

[Insert Company] will only release information to a third party as required by law.

**12.0 CONSULTATION**

**12.1 Amendments to DAMP**

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

**12.2 Aim**

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

**APPENDIX A - OBSERVABLE IMPAIRMENT ASSESSMENT CHECKLIST**

Assessment of a person is to be made in accordance with this list of observable indicators in the context of changes to a person’s behaviour. The following 2 persons must perform and sign off on the assessment:

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

A worker Representative who has had training in D&A impairment awareness.

At least one (1) of the physical indicators must be satisfied and agreed between the abovementioned persons for a reasonable suspicion of impairment to be established.

Emotional effects (the second part of the table) shall not be used as indicators of reasonable suspicion but may be recorded as additional information and for comment.

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

***DETAILS:***

Slurred, incoherent or disjointed speech (losing track)	
Unsteadiness on the feet	
Poor coordination / muscle control	
Drowsiness or sleeping on the job during work breaks	
Inability to follow simple instructions	
Nausea / vomiting	

**DETAILS:**

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

**OBSERVATION CHECKLIST (CONT):**



**OBSERVATION CHECKLIST (CONT):****CLOTHING**

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

**ATTITUDE:** *(Circle the appropriate description(s))*

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

**ACTIONS:** *(Circle the appropriate description(s))*

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

**EYES:** *(Circle the appropriate description(s))*

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

**BREATHING:** *(Circle the appropriate description(s))*

Normal	Short	Jerky	Rapid	Shallow
Slow				
Other:				

**SPEECH:** *(Circle the appropriate description(s))*

--

**OBSERVATION CHECKLIST (CONT):**

Normal	Incoherent	Slurred	Confused	Fast
Slow				
Other:				

**BALANCE:** (Circle the appropriate description(s))

Unsteady	Swaying	Slumping	Falling	
Other:				

**MOVEMENT/WALKING:** (Circle the appropriate description(s))

Needs Support when Walking	Sluggish	Staggering/Clumsy	Uncontrolled Movement / Jerky	Muscle Tremors
Other:				

**AWARENESS:** (Circle the appropriate description(s))

Identify Colleagues	Day/Date	Time	Place	Recent Events
Other:				

**QUESTIONS**

Can you give any reason for your appearance and behaviour as noted above:

Response:

Could you be under the influence of drugs and/or alcohol?

Response:

Have you consumed drugs and/or alcohol since the commencement of the shift?

Response:

**ASSESSMENT RESULT** *(Both responsible persons must agree)*

No Testing Required (alternate action if applicable – note in comments below)		
Testing required – At least one (1) physical indicator in evidence		
Both responsible person(s) agree	Person 1	Person 2

**COMMENTS** *(including mitigating factors noted or explained by the person, emotional factors identified above, further actions to be undertaken ma include the following:)*


**COMPLETION OF ASSESSMENT**

Name of Person Assessed		
Signature:		Date:



## **Narcotics Anonymous**

[www.na.org.au](http://www.na.org.au)

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

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

Conflict and communication

Maximizing performance

Depression, anxiety and stress

Relationship and marital problems

Children or family member concerns

Grief and bereavement

Elder care issues

Addictions

Career path issues

Retirement

Work life balance

Work stress

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

Tel: 1800 808 374 – Assure Programs

### **What you need to know...**

#### **Where does counselling take place?**

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

#### **Who are the counsellors?**

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

#### **Who pays for the service?**

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

#### **How long are EAP Sessions?**

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

#### **Further Information**

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

## APPENDIX C – TEST TARGET CONCENTRATIONS

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

### ALCOHOL TESTING THRESHOLD

Alcohol	BAC
Alcohol	0.00%

### DRUG TEST THRESHOLDS

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

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

Note: These targets represent the undiluted oral fluid concentration.

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

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

Note: These targets represent the undiluted oral fluid concentration.

From Table 5.1, AS 4760:2006, Non-Immunoassay Initial Test and Confirmatory Target Concentrations

Compound	Target Concentration (ng/mL)
Morphine	25
Codeine	25

Compound	Target Concentration (ng/mL)
6-Acetyl morphine	10
Amphetamine	25
Methylamphetamine	25
Methylenedioxymethamphetamine	25
Methylenedioxyamphetamine	25
tetrahydrocannabinol (THC)	10
Cocaine	25
Benzoyllecgonine	25
Ecgonine methyl ester	25

Notes:

1. These targets represent the undiluted oral fluid concentration.
2. For analysis not included in this Table, the laboratory should select a target concentration as appropriate for oral fluid.

Note: Benzodiazepine target concentrations to be confirmed with the laboratory used.

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

<b>Project</b>	
<b>Schedule agreed by</b>	
<b>Name &amp; Signature</b>	

<b>Project Testing Schedule</b>	
<b>Schedule agreed by</b>	<b>Frequency</b>
<b>Testing Methodology</b>	The testing method will be:
<b>Drug Testing</b>	Drug testing will be conducted on a frequency of: Random: Blanket:
<b>Alcohol Testing</b>	Blood Alcohol Content will be conducted on a frequency of: Random: Blanket:



**Record of Testing Completed**

Test Date	Type of Test	Tested By

## **Schedule E - Counselling & Disciplinary Procedure**

Any issues concerning application of the provisions of this procedure will be resolved strictly in accordance with the Disputes Resolution Procedure of this Agreement.

### **E.1 First Formal Warning**

**E.1.1** The employee concerned is to be approached by his supervisor. The supervisor will make clear to the employee what the problem area is and how the employee's behaviour must improve. Following this discussion, the supervisor shall report the matter to the Production Manager or General Manager, who shall ensure that this action is noted and followed up in writing as well as documented on the employee file. The employee shall have the right to have their Representative present.

### **E.2 Second Formal Warning**

**E.2.1** Where the same or similar behaviours continues and it is necessary to issue a second formal warning, this shall be issued in writing by the Production Manager or General Manager. A copy of the written warning may be given by the employee to their nominated representative. At the time of issuing the written warning the Production Manager or General Manager shall canvass the desirability of counselling the employee.

### **E.3 Final Warning**

**E.3.1** Where the same or similar behaviour continues and it is necessary to issue a final warning this shall be issued by the Production Manager or General Manager in the company of one other member of management. The warning shall be in writing. The employee will be entitled to have present their nominated representative which may be the elected employee representative.

### **E.4 Termination**

**E.4.1** Following any further breach – the employee's services shall be terminated by the Production Manager or General Manager. The employee will be entitled to have present their nominated representative which may be the elected employee representative.

### **E.5 Revoking Final Warning**

**E.5.1** Where a period of three months has elapsed after issue of a final written warning, and the employer has had no cause to take further disciplinary action in respect of that employee, that warning shall be revoked and the employee's file noted accordingly.

### **E.6 Serious and Willful Misconduct**

In the case of serious and willful misconduct (eg. Theft, assault), the following procedure shall be followed:

- E.6.1** The Company shall have a discussion with the employee in which it will advise the employee of the alleged serious and willful misconduct. The employee shall be entitled to have the Representative in attendance and will have the opportunity to respond to the allegation. If appropriate the Company may then:
- E.6.2** Issue a written notice of instant dismissal detailing the reasons for the dismissal.

