

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ Agreement with organisations of employees (Division 2)

Scott Development Pty Ltd

and

Construction, Forestry, Mining and Energy Union
(AG2003/2919)

**SCOTT DEVELOPMENT PTY LTD AND CFMEU BUILDING AND
CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING
AGREEMENT 2002-2005**

Various employees

Building, metal and civil construction
industries

VICE PRESIDENT ROSS

MELBOURNE, 20 MAY 2003

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 20 May 2003 and shall remain in force until 31 October 2005.

BY THE COMMISSION:



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WORKPLACE RELATIONS ACT 1996

PART VIB, DIVISION 2 CERTIFIED AGREEMENT

2002-2005

BETWEEN

**SCOTT DEVELOPMENT PTY LTD
64 OAKOVER ROAD, PRESTON, 3072**

and the

**CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION
(Victorian Construction & General Division,
and the
Victorian FEDFA Division)**

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1. TITLE

SCOTT DEVELOPMENT PTY LTD and CFMEU Building and Construction Industry Collective Bargaining Agreement 2002-2005

2. OBJECTIVES OF THE AGREEMENT

The parties to this Agreement recognise that **SCOTT DEVELOPMENT PTY LTD** (hereinafter referred to as "the company") must achieve real and sustained performance improvements if the enterprise is to meet client needs, and improve market share. Such performance improvement is the shared goal of the parties to this Agreement.

The Objectives of this Agreement are to:-

- Improve company performance thereby enabling us to achieve increased market share, and so support the labour cost increases which are included herein as reward for implementing the labour efficiencies to be agreed and set down in this Agreement.
- Achieve actual implementation of the efficiency measures contained herein, which are designed to effect real gains in productivity.
- Develop international best practice and promote a culture of continuous learning and improvement.
- Improve the standard of living, job satisfaction and continuity of employment of employees.

3. COMMITMENTS

The parties to this Agreement commit themselves to ensuring that:

- The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.
- The Agreement is consistent with the provisions of the Workplace Relations Act 1996.
- Productivity gains will not be achieved at the expense of health and safety standards.
- The disputes settlement procedures provided herein are strictly adhered to.

4. PARTIES AND PERSONS BOUND

This Agreement shall be binding on the employer named in clause 1 of this agreement (hereinafter referred to as "the company"), the Construction, Forestry Mining and Energy Union, Victorian Building Unions Division and FEDFA Division (hereinafter referred to as "the union") its officers and all employees of the company eligible to be members of the union.

5. SCOPE & APPLICATION

5.1 This Agreement shall apply in the state of Victoria to:

- The company in respect to all of its employees engaged in building and construction work as defined by the award.
- Employees of the company who are engaged in any of the occupations, callings or industries specified in the award.
- The CFMEU (Building Unions Division and FEDFA Division) Victorian Branch.

5.2 Project Agreements

Provided that where the company commences work on a project where a site agreement exists to which the company is contractually obligated or where a site agreement exists between the union and the client or their agent that provides for higher rates of pay and conditions, the conditions contained in any such site agreement will take precedence over this Agreement for the duration of the project.

6. PERIOD OF OPERATION

Subject to certification, this Agreement shall come into force from the first pay period commencing on or after 1st December 2002 and shall remain in force until 31 October 2005.

7. RELATIONSHIP TO PARENT AWARD AND VICTORIAN BUILDING INDUSTRY AGREEMENT

- a) This Agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the National Building and Construction Industry Award 2000 [AW790741] and any successor to that award (hereinafter referred to as "the award").
- b) Where this Agreement is silent, the terms of the award shall apply, unless contrary to law.
- c) In the event of any inconsistency between the award and an express provision of this Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise.
- d) This Agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Victorian Building Industry Agreement 2000-2005 and any successor to that agreement (hereinafter referred to as "the VBIA").
- e) The terms and conditions of the VBIA are expressly preserved by this Agreement as if the same was set out in full herein and shall be binding upon the parties during the currency of the Agreement by operation of this Agreement if not otherwise. Where this Agreement is silent, the terms of the VBIA shall apply, unless contrary to law.
- f) In the event of any inconsistency between the VBIA and an express provision of this Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of this Agreement provides otherwise.
- g) No employee shall be disadvantaged by the introduction of this Agreement

8. CONSULTATION

The parties agree that the establishment of a joint consultative committee is desirable. A Joint Consultative Committee may be established and its role will be:

- to monitor the implementation and on-going operation of this Agreement, and to seek remedies where the objectives of the Agreement are not being met;
- to develop and monitor key productivity improvements, and to measure the effectiveness of those initiatives;
- to monitor the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement.

The Committee shall consist of equal representation of both employees and the company, and shall not be less than four members in total.

The Committee may at its discretion call on other persons or experts to attend the Committee and to advise it on specific matters of concern to the Committee.

Employee representatives will be allowed reasonable time during working hours to prepare for meetings.

The Committee will usually meet at least bi-monthly during the life of this Agreement and will be jointly chaired by a representative of the company and a nominated representative of the employees.

It shall not be open to the Consultative Committee to reach resolutions, which negate or amend the terms or intent of this Certified Agreement.

The union party to this agreement shall have a standing invitation to attend meetings of the consultative committee.

9. DISPUTE SETTLEMENT PROCEDURE

A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter should be dealt with as close to its source as possible. Disputes over matters arising from this agreement shall be dealt with according to the following procedure.

An employee or the union delegate or site steward or employer should initially submit any work related grievance and/or industrial matter to the site foreperson, supervisor or other appropriate site representative of the company or appropriate union site representative as relevant.

If the matter remains unresolved the union delegate or site steward may then submit the matter to the appropriate senior management person. Where relevant the employer may submit the matter to a union official.

If still not resolved the delegate or site steward shall refer the matter to an appropriate official of the union, who shall discuss the matter with the nominated representative of the company.

If still not resolved there may be discussions between the state secretary and senior management representative.

Whilst the above procedures are being followed work should continue as normal.

This procedure is to be followed in good faith and without unreasonable delay by any party.

Should the matter remain unresolved either of the parties shall refer the dispute at first instance to the Victorian Building Industry Disputes Board (which shall deal with the dispute in accordance with VBIA procedures). The Board's decision will be accepted by all parties subject to the right of either party to refer the dispute to the Australian Industrial Relations Commission for conciliation and if required arbitration. The Commission's decision will be accepted by all parties subject to legal rights of appeal.

This dispute settlement procedure does not apply to health and safety issues or issues of industry, state or national significance.

10. SAFETY DISPUTE RESOLUTION

Objectives

The parties to this Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organizational framework which involves all parties in protecting workers' health and safety.

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

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

Operation of Occupational Health and Safety Act, Regulations and Codes of Practice

The parties to this Agreement shall in addition to ensuring compliance with OH&S legislation (including Regulations, Code of Practice and Industry Standards), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:

- The election of health and safety representatives who will represent fellow workers in negotiations on health and safety matters;
- an occupational health and safety committee.

In the event that changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to a consultative mechanism.

Issue Resolution Procedures

As soon as possible after any occupational health and safety issue has been reported, the company's or management representative and elected safety representative must meet to try to resolve the issue.

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

- Whether the hazard or risk can be isolated
- The number and location of employees affected
- Whether appropriate temporary measures are possible or desirable
- Whether environmental monitoring is desirable
- The time that may elapse before the hazard or risk is permanently corrected

- Who is responsible for performing work and overseeing the removal of the hazard or risk.

As soon as possible after the resolution of an issue, details of the agreement must be brought to the attention of affected employees in an appropriate manner. Should the matter not be resolved, the issue shall be dealt with in line with Clause 20 of the VBIA "Safety Disputes Resolution Procedure".

11. WORKPLACE SAFETY

The parties to this Agreement commit themselves to achieving the highest possible standards of occupational health and safety including adherence to the consultative and issue resolution processes included herein.

Participation in and support for building and construction industry initiatives to improve construction industry standards in occupational health and safety will form an important part of this commitment.

Observance of relevant Acts, Regulations, and Codes of Practice are the minimum level acceptable to enable employers and employees to meet their responsibilities and to work safely and follow health and safety rules in their workplace.

On all sites there will be developed a site safety plan and job specific 'job safety analysis' to identify and manage the risks associated with work on each particular site. Such safety plan will include suitable procedures for personnel/material access, and site evacuation procedures. The Incolink Safety Handbook 'SAFE' (as amended) is endorsed by this Agreement as a proper guide and reference source for safety management and control of risks.

1) The parties agree that the WorkSafe Australia Guidance Notes on Material Safety Data Sheets shall be observed at all times.

2) **Hearing tests:** Audiometric tests should be conducted within two months of a person commencing employment, and thereafter at intervals of two years.

3) **Protective Clothing & Equipment**

While not being part of any issue of protective clothing/equipment, the company shall be required to provide the following protective equipment (SAA approved) for use, when necessary, by employees during the performance of their required duties:

- i. safety helmets;
- ii. ear/hearing protection;
- iii. gloves;
- iv. skin protective cream/sun screen (15+ rating).

In addition, one pair of UV-rated safety glasses or UV rated clip-ons suitable to overlay prescription spectacles (as recommended by the Victorian Building Industry Consultative Committee), shall be made available for employees who are required to work on reflective surfaces such as:

- metal decking;
- large concrete slabs exposed to sunlight ;
- roofing;
- curtain walling.

Wherever possible, protective clothing/equipment shall be Australian made.

4) **Induction Procedures**

a) The parties to this Agreement acknowledge that it is in the interests of the industry that all new employees and employers on a building project understand their obligations to this Agreement and are introduced to their jobs in a manner which will help them work safely and efficiently.

b) In order to achieve this it is recommended that, in conjunction with the Site Management, Job Steward and Safety Supervisor/Safety Committee, new employees and new employers be given an explanation of the following:

- The Rights and Obligations of this Agreement including its disputes/grievance resolution procedures;
- The appropriate issue of work clothing and safety equipment as per this Agreement;
- Safety Rules and Procedures including relevant legislation;
- Superannuation entitlements;
- Long Service Leave provisions;
- Redundancy Pay entitlements;
- Site Emergency procedures;
- Award or Enterprise Agreement rates of pay;
- Site-specific matters such as security, etc. procedures;
- Rights, obligations and benefits of union membership.

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

5) An employee shall not be required to use a roller in excess of 30.5 centimetres in width on the painting of ceilings or walls.

6) An employee shall not raise or lower a swinging scaffold (other than a bosun's chair) alone and an employer shall not require an employee to raise or lower a swinging scaffold alone.

7) The company shall make available for the use of carpenters and joiners, during working hours, a suitable grindstone or wheel together with the power (hand or mechanically driven) for turning it.

8) **Toxic Substances:**

The company shall observe the following procedures when employees are required to use toxic substances covered by clause 25.1.9 of the award. Where there is an absence of adequate natural ventilation the company shall provide ventilation by artificial means and supply an approved type of respirator and/or an approved type of hood with airline attached and in addition the company shall provide protective clothing as approved by the Health Department; proper washing facilities together with towels, soap and a plentiful supply of hot water shall be available when required.

Where an employee is using materials of the types mentioned in this sub-clause and such work continues to his/her meal break he/she shall be entitled to take washing time of ten minutes immediately prior to his/her meal break. Where this work continues to the ceasing time of the day or is finalized at any time prior to the ceasing time of the day, washing time of ten minutes shall be granted. The washing time break or breaks shall be counted as time worked.

An employee required to use toxic substances shall be informed by the company of the

health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

Employees using such materials will be provided with and shall use all safeguards as required by Clause 24.3 of the award and the appropriate government authority or in the absence of such requirement such safeguards as are defined by a competent authority chosen by the union and the company.

9) **Heavy Blocks:**

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

12. EMPLOYMENT & TERMINATION

12.1 Subject to the terms and conditions of the National Building and Construction Industry Award 2000, it is agreed that it is the company's prerogative to determine the order of selection of employees for employment or retrenchment subject always to the following:

- a) All relevant legislation governing unfair dismissal, discrimination, etc. will be observed;
- b) Voluntary terminations will be encouraged as a first step;
- c) The seniority of employees – within classifications, experience or skills held – will be considered by the company in selecting employees for retrenchment;
- d) The Grievance Procedures set out in Clause 9 of this Agreement will apply in the event of any concerns arising regarding retrenchments.

12.2 Casual Labour

12.2.1 Daily Hire Classifications

Pursuant to the daily hire classifications in the award casual labour means an employee who is employed for a period of less than five days (exclusive of overtime).

In addition to the correct pay rates and allowances prescribed herein for each hour so worked, a casual shall be paid an additional 20 percent of the rate per hour with a minimum payment as for three hours employment. The penalty rate herein prescribed shall be made in lieu of Annual Leave, Public Holidays, and Sick Leave prescribed for other employees in the award.

12.2.2 Weekly Hire Classifications

Pursuant to the weekly hire classifications in the award, a casual employee is one engaged and paid as such. Provided further that a casual is an employee competent to do the work he/she is required to do who is dismissed or refused work without any fault on the part of the employee before the expiration of two weeks from the first day employed. Provided further that employment beyond the expiration of two weeks shall be deemed to be weekly employment.

Provided further that any employee who has been engaged and paid as a casual and has had his employment terminated, through no fault of the employee, by any company shall not be subject to be employed as a casual employee by the same company, except where such re-engagement takes place at least one month after the termination of that casual employment.

A casual employee for working ordinary time shall be paid the correct pay rates and allowances prescribed herein for each hour so worked, plus a loading of twenty percent. The twenty percent loading prescribed herein is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment.

A casual employee shall be paid for a minimum of three hours work.

12.3 Termination of Employment

12.3.1 Termination of employment of Tradespersons and Labourers shall be in accordance with clause 13 of the award.

12.3.2 Termination of employment of Operators shall be in accordance with clause 17 of the award.

12.3.3 The company shall provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

12.3.4 Nothing in this clause shall effect the right of a company to dismiss an employee without notice for misconduct or refusing duty.

12.3.5 (i) Termination of employment by a company shall not be harsh, unjust or unreasonable.

(ii) For the purposes of this clause, termination of employment shall include termination with or without notice.

(iii) Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

13. CLASSIFICATION STRUCTURE, RATES OF PAY & ALLOWANCES

All employees working under this Agreement shall be classified according to the skill based classification structure set out in Appendix A.

The parties to this Agreement will adopt an agreed industry mechanism which will provide for implementation of an industry training and re-training scheme, recognition of prior learning, skill standards and arrangements for accreditation. When this is done there shall be a facility enabling employees to advance to levels of the classification structure higher than their current classification in line with Appendix S of the award.

Wages will be increased by a total of 12% delivered as follows:

- From 1st Pay Period commencing on or after 1 March 2003 – 3%; or CPI (whichever is the greater);
- From 1st Pay Period commencing on or after 1 March 2004 – 4%;
- From 1st Pay Period commencing on or after 1 March 2005 – 5%.

Actual rates of pay are set out in Appendix B. These rates of pay are inclusive of the following award prescribed entitlements:

- Base Rates of Pay (NBCIA Clause 18.1)
- Supplementary Payment (NBCIA Clause 18.1)
- Safety Net Adjustment (NBCIA Clause 18.1)
- Special Allowance (NBCIA Clause 18.2)
- Follow the Job Loading (NBCIA Clause 18.3)
- Industry Allowance (NBCIA Clause 24.1)
- Tool Allowance (NBCIA Clause 24.3)

Any variation or increase to the aforesaid Award entitlements shall not flow on to the adult rates prescribed herein.

Apprentice wages will be calculated as a proportion of the appropriate tradesman's total pay rate as prescribed herein according to the following:

1. From the tradesman's total pay rate will be deducted:
 - Industry Allowance as prescribed from time to time by the Award;
 - Tool Allowance as prescribed from time to time by the Award.
2. The Apprentices Base Rate will then be calculated as a percentage of the balance of the Tradesman's total rate of pay prescribed by this Agreement – Award prescribed percentages to apply.
3. To the above amount will be added the full Industry Allowance and Tool Allowance as then prescribed by Award.
4. Daily Fares, etc Allowance for apprentices will be a proportion of the Adult Allowance as prescribed by this Agreement. Award percentages to apply.

Apprentices actual rates of pay for the period 1/3/03 to 29/2/04 are set out in Appendix B.

All expense-related allowances not specifically mentioned in this agreement (ie other

than Fares and Travelling Time) will be paid as per the award as varied from time to time.

Site allowances shall be paid in accordance with the VBIA (see Appendix C).

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

The following allowances and conditions shall apply where relevant:

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

14.1 Amounts payable in lieu of site allowance:

(a) Fast Food Allowance

The company shall pay an allowance of \$1.75ph on all fast food construction, and on refurbishment with building permit value in excess of \$300,000, as per the Victorian Fast Food Agreement, provided that on projects in excess of \$2.0 million the site allowance prescribed by the VBIA and set out in Appendix C shall apply.

(b) Alpine Areas

The company shall pay an Alpine disability allowance of \$2.50 per hour worked on projects in alpine areas.

(c) Major Events including Phillip Island Motorcycle Grand Prix, Avalon Air Show, etc

The company shall pay an allowance of \$2.25 per hour worked on the above projects.

(d) Demolition work

Where employees covered by this Agreement are employed in connection with and on work with employees of demolition contractors on major demolition works they shall be paid \$4.00 per hour in lieu of the relevant VBIA Site Allowance, in accordance with the DCAV/CFMEU Demolition Contractors Agreement.

14.2 Amounts payable in addition to site allowance

(a) Altona Area Allowance

An employee working on construction work (as defined) within a 8 km radius from the intersection of Kororiot Creek Road and Millers Road, Altona shall, when employed on chemical or petrochemical plants or on commercial or industrial construction jobs within 1 km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of 86 cents per hour extra, as varied from time to time by the NBCIA.

(b) Latrobe Valley

In relation to all work carried out at Latrobe Valley sites covered by Metal Trades Agreements, all employees performing work under this agreement shall be paid not less than the majority of employees of equivalent classification level working on the site under the above agreements. Employees shall receive \$2.00 per hour worked

severance including but not additional to Incolink on special major projects.

(c) Service Core Allowance

The company shall pay \$0.95 per hour for all work carried out in construction of service core. This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

14.3 **Rates in Lieu of this Agreement**

Geelong Area Agreement, Altona Area Agreement, Portland Smelter, Anglesea Power Station, Shell Refinery and similar sites where predominantly metals trades work is carried out (site or pro-forma agreements).

In relation to all work carried out at the above sites where metal trades agreements exist, all employees performing work under this agreement shall be paid not less than the majority of employees of equivalent classification level working on the site under the above pro-forma/site agreements.

14.4 **Exclusions from this Agreement**

Metal Trades Labour Hire Agreement

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

15 FARES AND TRAVELLING ALLOWANCE

In lieu of the basic daily excess fares and travel pattern allowance prescribed by Clause 38.1.1 of the award, a payment per day shall be made for each day worked (including RDO's). This payment shall in no way limit or be construed as a payment in substitution for any other entitlement arising under Clause 38 of the award.

Payments shall be as follows:

- 1/3/03 \$22.50 per day
- 1/3/04 \$23.40 per day
- 1/3/05 \$24.55 per day

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

16 LIVING AWAY FROM HOME ALLOWANCE

When employees are to be engaged on Distant Work requiring them to live away from home (refer NBCIA Clause 37) first class accommodation, including full board shall be provided by the company. In addition, \$8.35 shall be paid for each night the employee is required to be away from home.

17. HOURS OF WORK, ROSTERED DAYS OFF AND PROTECTION OF LEISURE TIME

17.1 **Hours of Work**

17.1.1 With effect from 1 January 2003, the ordinary hours of work under this Agreement shall

notionally be 36 per week, worked between the spread of hours of 6.00 am and 6.00 pm, Monday to Friday, in accordance with Clause 17.4.

17.1.2 To allow for the more flexible use of workforce and equipment over the available daylight hours, the ordinary daily hours may be worked between the hours of 6.00 am and 6.00 pm.

17.1.3 The company has the right to alter start and finish times within the spread of ordinary daily hours of 6:00 am to 6:00pm.

The arrangements for alteration of the above start and finish times will be agreed by the parties to this Agreement to enable later starts in winter and earlier starts during some months of summer and during expected periods of inclement weather.

17.1.4 Prior to the company so altering the start and finish times it shall, by consultation with affected employees:

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

17.1.5 Any dispute about the exercise of the company right to alter start and finish times may be referred to the Commission for determination pursuant to Clause 9 of the Agreement.

17.1.6 The parties agree that, in the case of special circumstances arising, the employer may seek negotiations with the unions concerning further variation of the hours of work provisions on a specific project or process.

17.2 **Overtime**

Overtime will be worked in accordance with the provisions of the Award

Such overtime will be calculated by applying the divisor of 1/38th to the employee's weekly rate as prescribed herein.

From the first full pay period commencing on/after 1 March 2004, the divisor will increase to 1/36th.

17.3 **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 to this Agreement (such agreement to not be unreasonably withheld), be exceeded from time to time to meet the needs of the project, or a specific task on a project. In the absence of agreement at the site level, the parties agree that the matter will be subject to urgent and early review by senior

company management, and the Union Secretary/s or deputy, with a view to ensuring compliance with the intentions of this provision.

The intentions of the parties in this matter are:

- The company 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; 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 up to the 56 hour standard;
- If 56 hours is intended to be exceeded, the matter is to be subject to agreement by the parties and the Union Secretary/s or their deputy agree to make themselves available for such purpose. Agreement will not be unreasonably withheld.

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;
- 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 company of the overtime and by the employee of his or her intention to refuse it; and
- e) any other relevant matter.

17.4 **Work Cycles & Rostered Days Off**

17.4.1 From 1/1/03 to 29/2/04 the ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.4 of an hour on each of those days accruing, and 0.4 of an hour on each of those days credited by the company towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the Rostered Day Off (hereinafter called 'RDO'), and shall be taken as outlined in 17.4.2 to 17.4.7 hereof. Payment on such an RDO shall include the daily 'Fares & Traveling Allowance' (Clause 13(a) hereof), and any applicable Site Allowance as prescribed by the VBIA.

17.4.2 From 1/3/04 the ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the Rostered Day Off (hereinafter called 'RDO'), and shall be taken as outlined in 17.4.3 to 17.4.7 hereof. Payment on such an RDO shall include the daily 'Fares & Traveling Allowance' (Clause 13(a) hereof), and any applicable Site Allowance as prescribed by the VBIA.

Provided that twenty-six RDO's shall be accrued by an employee in each twelve

months continuous service.

17.4.3 Each day of paid leave taken and any holiday (as prescribed in clause 36 – Public Holidays and Holiday Work – of the Award), occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.

17.4.4 Upon commencement of employment, employees who have not worked, or who are not regarded by reason of paragraph 17.4.3 hereof as having worked a complete ten day/two week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDO's falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDO's will be paid in full as they occur.

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

17.4.5 **RDO Schedule**

- a) The Schedule of RDO's to be observed each year will generally be as provided under the VBIA.
- b) Overtime will not be scheduled on any Fixed Long Weekend as agreed in the VBIA Working Day Calendar. This does not limit the right to schedule overtime on such weekends in the case of an emergency.
- c) Where necessary the company may, with the agreement of a majority of the employees, allocate work for some or all of the employees workforce to be done on a scheduled RDO provided that:
 - Where such agreement is reached, the union and MBAV are to be notified in writing by the company at least seven (7) days prior to the scheduled RDO.
 - Such work shall be paid for at ordinary time rates of pay;
 - The untaken RDO will be re-scheduled to another day falling within four weeks of the originally scheduled day;
 - The re-scheduled RDO's shall be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the worker and company.
- d) Provided that the scheduled RDO or any substituted day may be worked where it is required by the company and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Sunday work in the Award.

17.4.6 **Agreement on Alternate RDO's**

- a) Where a company and a majority of that company's employees at an enterprise or job site agree, another day may be substituted for the scheduled RDO
- b) The union shall be consulted concerning such substitution, such consultation will take place at least 5 working days prior to the change being implemented
- c) Where there is a dispute in relation to an alternate RDO, the matter may be determined in accordance with clause 9 – Disputes Resolution Procedure – of this Agreement.

17.4.7 Agreement on Banking of RDO's

- a) Where an employer and an employee agree up to five RDO's may be accrued for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed. Details of such banked RDO's shall be entered on to each employee's employment records. Consultation with the union will take place at least five days prior to introduction of the agreement to bank RDO's.
- b) Where there is a dispute in relation to the operation of this sub clause, the matter may be determined in accordance with Clause 9 – Disputes Resolution Procedure of this Agreement.

18. PROJECT PRE-COMMENCEMENT CONFERENCE

The Parties agree that effective consultation prior to project commencement can enhance the achievement of the objectives of this Agreement.

It is available to either party to initiate a pre-commencement conference.

The pre-commencement conference will discuss the type of work to be performed, workforce needs, project schedule, training/apprentices and other matters pertinent to the project including steps taken by the company to give primacy to the use of Australian made products and, for regional areas, use of local labour.

19. PAYMENT OF WAGES

With the agreement of the majority of the employees, the company may elect to pay wages weekly by electronic funds transfer (EFT) to up to two accounts of the employee's choice.

19.1 Time & Wages Records

All records and documents referred to in clause 12.2 of the Award, or copies thereof, shall be available for inspection by a duly accredited official of bound by this Agreement during the usual office hours at the company's office or other convenient place.

Provided that:

- (a) An inspection shall not be demanded unless the secretary of the union reasonably suspects that a breach of the award or this Agreement has been committed. Employers shall within 48 hours supply a copy of the record.
- (b) The company shall record the location of the job if it is outside the radius specified in clause 38.1 of the Award.
- (c) For the purpose of this clause wages shall include piecework rates paid in accordance with the Award.

20. TOOL STORAGE

1. A company shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if requested by the employee), a suitable and secure waterproof lock-up solely for the purpose of

storing employees' tools, and on multi-storey and major projects the company shall provide, where possible, a suitable lock-up for employees' tools within a reasonable distance of the work area of large groups of employees.

2. Where an employee is absent from work because of illness or accident and has advised the company in accordance with Clause 33 – Personal Leave of the award, the company shall ensure that the employee's tools are securely stored during his/her absence.

21. WORK PRACTICES REVIEW

The parties to this Agreement recognise and endorse the principles of best practice, continuous improvement and client satisfaction. It is therefore agreed that the parties will develop and undertake a program for the revision of work practices as follows:

- a) All existing work practices will be reviewed with the full participation of employees with the objective of practices being adopted which fully utilize the skills and experience of employees, and which are efficient and effective.
- b) The process of review will have the fullest possible participation of employees, and will be monitored by the Consultative Committee where one is established.
- c) Provision will be made for such training of employees as is necessary for them to adapt to new practices.

22. TRAINING AND RELATED MATTERS

The parties recognise that in order to increase the efficiency and productivity of the company a significant commitment to structured training and skill development is required. Accordingly the parties commit themselves to:

- a) The parties to this Agreement recognise the importance of the apprenticeship system to the construction industry. It is agreed that every company party to this Agreement who employs five (5) or more tradespersons in any one classification shall undertake to employ at least one (1) apprentice or make arrangements to host an apprentice from an agreed group apprenticeship scheme. Where a company does not currently have an apprentice as per this provision, reasonable time shall be allowed to enable the company to comply with this clause. Further, the parties are committed to a strong ratio of apprentices in the industry. Apprenticeship levels on a specific project may be discussed at the Project Pre-Commencement Conference (refer Clause 18).
- b) Providing employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed (i.e. Construction Training Australia endorsed) competency standards and curriculum;
- c) Actively encouraging employees to seek formal recognition of their skills (i.e. recognition of prior learning); and
- d) Using training providers accredited and acceptable to the parties.

The CFMEU, MBAV and other employer associations are legitimately engaged in providing training to industry and it is hereby agreed that all parties will properly recognise and accept the validity of nationally accredited training as provided by the other parties.

- e) The parties will consult on the development of training programs, which are consistent with the following:
- Training provided will be consistent with the company's business requirements, relevant to the work of the employees, consistent with the skills development of each employee and with applicable national competency standards.
 - Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.
 - If an approved training activity is undertaken during ordinary working hours, the employee/s concerned shall not suffer any loss of pay.
 - Approved training activities undertaken outside of ordinary hours will be paid at single time or will, at the employee's option, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with the company.
 - Training costs of courses approved by the company will be met by the company.
 - The company will not be asked to meet the costs of training undertaken by employees which was not approved by the company.
 - Leave of absence granted pursuant to this clause shall count as service for all purposes of the award and this Agreement.
 - Accredited members of the union will be allowed up to 5 days per year, without loss of pay, to attend trade union educational courses conducted or approved by the union. (see appendix H).
- f) The parties to this Agreement recognise the importance of the role that Apprentices/Trainees fulfill within the industry and, more importantly, a role that they will fulfill as trades persons following the conclusion of the indentures. To this end the Victorian Building Industry Consultative Committee will investigate ways of enhancing employment prospects for Apprentice/Trainees. In addition it is agreed that, where appropriate, employers will use their best endeavours to employ Apprentices/Trainees in order to ensure appropriate trade persons levels for the future.

23. FURTHER FLEXIBILITIES

In addition to the workplace flexibilities already agreed to herein, it is further agreed that, prior to this Agreement being submitted to the Australian Industrial Relations Commission for certification, the parties may identify, and agree upon, no more than three additional workplace efficiency and flexibility provisions to apply in respect of the enterprise covered by this Agreement.

24. INCLEMENT WEATHER

- 24.1 This Inclement Weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather shall be made.
- 24.2 This Inclement Weather clause is to be read and observed in lieu of the provisions of

the award and VBIA.

24.3 Definition – inclement weather

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

24.4 Restriction of payment

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

24.5 The parties agree that all necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and workers.

24.6 Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.

24.7 Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

24.8 It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between Union Representatives and Site Management.

24.9 Conference requirement and procedure

24.9.1 The company, or the company's representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

24.9.2 Provided that if the company or the company's representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

24.10 Hot Weather Guidelines

For the purposes of site based discussions regarding the need to plan and perform work during expected periods of hot weather, the following issues shall be considered in conjunction with proper consideration of Occupational Health and Safety issues.

24.10.1 Definition

Under this Agreement, temperatures of or above 35 degrees C shall be defined as constituting 'inclement weather' for work in the greater Melbourne. This definition will

be subject to review in other regions.

24.10.2 During periods of hot weather, work in air conditioned environments shall continue, subject to amenities being located adjacent to or within a reasonable distance from the workface. It is recognised that during periods of hot weather, some tasks/workers may be relocated prior to 35 degrees C due to OH&S considerations but other tasks may continue up until 35 degrees C.

24.10.3 **Temperature Measurement**

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

24.10.4 **Working Arrangements**

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

When the temperature approaches 35 degrees C, the consultative process outlined in sub-clause 24.1.4 of the VBIA shall occur, with an intention that employees may leave site if the temperature actually reaches 35 degrees C.

If the temperature reaches 35 degrees C, the task or activity being performed will be completed before work is to cease and the penalty provisions as for emergency work under the NBCIA shall apply.

By agreement with the OH&S committee and head contractor during periods of inclement weather (heat) the Saturday break roster can be applied for weekday work.

24.10.5 **Interpretation & Application of Guidelines**

It is jointly agreed that the site representatives (union and management) are empowered to implement the guidelines as per the scope provided.

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.

Unless these guidelines are followed, the employer will not be required to pay for lost time through inclement weather and the Disputes Board will be so briefed.

24.11 **Restrictions on Payments**

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

24.12 **Entitlement to payment**

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

- 24.12.1 The first period shall be deemed to commence on 11 January 1999 and subsequent periods shall commence at four weekly periods thereafter.
- 24.12.2 An employee shall be credited with 32 hours at the commencement of each four weekly period.
- 24.12.3 The number of hours at the credit of any employee at any time shall not exceed 32 hours.
- 24.12.4 If an employee commences employment during a four weekly period the employee shall be credited 32 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; 16 hours where the employee commences on any working day within the third week; and 8 hours where the employee commences on any working day within the fourth week.
- 24.12.5 No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of four weeks.
- 24.12.6 The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- 24.12.7 Payment under this clause shall be weekly.
- 24.12.8 Provided further and subject to 30.9.4 hereof, an employee working on a part-time basis pursuant to the award shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate entitlement shall be as follows:

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

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24.13 Transfers

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

- 24.13.1 No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employees' classification.
- 24.13.2 Employees may be transferred from one location on a site to work in areas, which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- 24.13.3 Employees may be transferred from one site to another site and the employer provides, where necessary, transport.

24.14 Completion of Concrete Pours and Emergency Work

- 24.14.1 Except as provided in this sub-clause an employee shall not work or be required to work in the rain.

- 24.14.2 Employees shall not be required to start a concrete pour in inclement weather.
- 24.14.3 Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- 24.14.4 If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee shall, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- 24.14.5 The provisions of 22.14.3 and 22.14.4 hereof shall also apply in the case of emergency work where the employees concerned and their delegates agree that the work is of an emergency nature and can start and/or proceed.

24.15 Cessation and Resumption of Work

- 24.15.1 At the time employees cease work due to inclement weather the employer or the employers representative on site and the employee's representative shall agree and note the time of cessation of work.
- 24.15.2 After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

24.15.3 Safety

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

- 24.15.4 It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between Union Representative/s and Site Management.

24.16 Additional Wet Weather Procedure

24.16.1 Remaining On Site

Where, because of wet weather, the employees are prevented from working:

- a) or more than an accumulated total of four hours of ordinary time in any one day; or
- b) after the meal break, as provide for in clause 28.1 of the Award, for more than an accumulated total of 50% of the normal afternoon work time; or
- c) during the final two hours of the normal work day for more than an accumulated total of one hour, the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.
- d) provided that where, by agreement between the employer and/or the employers representative and the employee's representative the employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

24.16.2 Rain at Starting Time

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

- The rain stops; or
- A covered walkway has been provided; or
- The sheds are under cover and the employees can get to the dry area without going through the rain; or
- Adequate protection is provided. Protection shall, where necessary, be provided for the employees' tools.

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

25. REDUNDANCY

The company is, and will remain during the life of this Agreement, a participating employer in the Redundancy Payment Central Fund Ltd (Incolink) and all employees will be enrolled in the Fund and be entitled to redundancy benefits in accordance with the terms of the Deed.

The company shall pay contributions on behalf of each employee into the Incolink Number 1 Fund on a weekly basis, as per the Trust Deed.

26. SUPERANNUATION

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

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

from 1/7/03	\$95
from 1/7/04	\$100
from 1/7/05	\$110

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

All superannuation contributions shall be paid monthly as required by the trust deed. The company will sign, at the same time as it signs this agreement, a Variation to the C+BUS trust deed to reflect this agreement.

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

Where a CFMEU Official requests to examine the superannuation records to confirm compliance, they are entitled to do so.

27. CO-INVEST

- 27.1 Long Service Leave benefits will be as provided by Co-Invest.
- 27.2 The company acknowledges that in the event of workers currently covered by the Co-Invest scheme being removed from coverage:
- a) the parties agree to jointly lobby Co-Invest and the State Government to attempt to remedy the classification removal;
 - b) the company undertakes to provide an equivalent pro rata long service leave entitlement to their affected employees if the joint lobbying referred to in a) hereof is unsuccessful.

28. INCOME PROTECTION & TRAUMA INSURANCE

28.1 Income Protection

All employees will be covered by the extended Incolink Leisure Time Insurance and Income protection Scheme which provides defined weekly payments (\$500 per week to workers with dependants, \$400 per week to workers without dependants) for up to a maximum 104 weeks in the event of an extended work absence arising from any personal illness or injury (whether or not work related).

The costs of this benefit will be shared between Incolink and the company on a 30/70 basis.

Agreed premium costs will be:

Incolink	- \$2.10 per week/worker
Employer	- \$4.90 per week/worker

It is a condition of the company's Agreement to provide this benefit that premium costs be maintained at not more than the February 1998 equivalent. In the event of premium costs escalating, the parties are agreed that the benefits table will be revised downwards so as to contain premium costs within the agreed limits.

To maintain this cover the company agrees to pay the amounts every week for each employee. In the event the company does not maintain the above policy, the company will be liable in full to pay equivalent benefits to an employee who meets eligibility criteria as set out in the policy document.

28.2 Trauma Insurance

All employees will be covered by an Incolink administered lump sum insurance policy providing financial compensation in the event of a major work related (ie. WorkCover) accident resulting in death or permanent total disablement.

The full and precise conditions of this cover will be in accordance with the terms of the policy, but in general will provide that, in the event of a workplace accident occurring which results in either the death or total permanent disablement of a worker covered by this Agreement, a lump sum payment as specified below will be made.

The defined payments are:

With dependants	\$250,000
Without dependants	\$150,000

This benefit has been agreed to by the company on the grounds that premium costs have been set at \$7 per week/worker and will not exceed that amount. In the event of

insurance costs rising, it is agreed that the table of defined benefits will be reduced so as to maintain the \$7 premium figure. To maintain this cover the company agrees to pay the amounts every week for each employee.

28.3 Income & Trauma Insurance Variation

There shall be no changes to the above schemes or contributions, unless by agreement with the VBIA Consultative Committee and the Incolink Board.

29. ACCIDENT PAY

The company shall pay accident pay as defined in the award, 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.

30. JOURNEY ACCIDENTS

The company will insure all employees covered by this Agreement against the loss of ordinary wages arising from work absence up to a period of 12 months due to injuries or illness resulting from any accident incurred in journeys between the employee's residence and the workplace, and return.

The company's liability extends only to the reimbursement of the employee's ordinary 38 hours rate and all such absences shall be supported by certification of a duly authorised medical practitioner.

31. BUILDING INDUSTRY PICNIC DAY

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

- i) The first Monday in December of each year shall be the union picnic day, except in Mildura. The second Monday in December shall be the union picnic day within an area of 25 kilometres from Mildura
- ii) All employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.
- iii) 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.
- iv) The company may require from an employee evidence of his/her attendance at the picnic and the production of the butt of a ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the company payment need not be made unless the evidence is produced.
- v) Where the company holds a regular picnic for his/her employees on some other working day during the year such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

32. SECURITY AND CONTINUITY OF EMPLOYMENT

The parties to this Agreement recognise the importance to construction workers of continuity and security of employment. This means that a guiding principle of this Agreement is that employment should wherever possible be full time and on going. The company shall take all necessary steps to minimise any use of casual or supplementary labour.

Where it is necessary to engage supplementary labour the company shall take all reasonable steps to ensure that the remuneration, conditions of employment, hours of work and working conditions of the supplementary employees will be no less favourable than those applicable to employees of the company working on the same site in equivalent classifications.

Casual and supplementary labour will only be utilised for short term or top up purposes.

33. RIGHT OF ENTRY AND REPRESENTATION

Accredited union officials shall have right of entry to any place or any premises where the company is undertaking work for the purpose of interviewing employees, checking on wage rates, award/Agreement breaches, or safety conditions or regulations. Upon arrival on site the accredited union representative will notify relevant company personnel available of their presence. The company recognises the value of a cooperative relationship with employees, their union representatives and the broader trade union movement.

All prospective and current employees will be encouraged to join and remain financial members of the union party to this agreement.

34. ALL-IN PAYMENTS

It is agreed all-in payments breach the award and this Agreement. All-in payments to employees will not be made. Where it is alleged all-in payments are being made, the provisions of the VBIA shall apply.

35. PYRAMID SUB-CONTRACTING

The parties acknowledge that the engagement of pyramid subcontractors has the potential to impact detrimentally on the job security of the company's direct employees, and further has the potential to lead to industrial disputation. Accordingly, the parties have agreed to the following provision:

Pyramid sub-contracting will not be undertaken in any form as it is detrimental to both the building industry and employees.

The definition of pyramid subcontracting shall be as per the VBIA.

36. JOB STEWARDS/DELEGATES

36.1 An employee elected as a job steward/delegate shall upon notification by the union to the company, be recognised as the accredited representative of the union and be allowed all necessary time during working hours to submit to the company matters affecting the employees. Further the job steward/delegate shall be allowed reasonable time during working hours to attend to job matters affecting the union and employees or members.

Prior to dismissal or transfer two days written notice shall be given to any job steward/delegate and the union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of the company to transfer or dismiss a job steward/delegate he/she shall remain on the job during which time the matter will be dealt with in accordance with the dispute settlement procedure in this agreement. Provided further that nothing in this clause shall prevent the employer from dismissing

a person for refusal of duty, or otherwise as provided by the NBCIA.

36.2 Job Steward Facilities

It is agreed the company shall provide a facility for the use of Job Stewards to perform their Union duties. This facility shall include:

- a fixed telephone;
- a table and chairs;
- a filing cabinet;
- air-conditioning/heating; and access to stationery and other administrative facilities, use of facsimile, use of e-mail, (if available on site), following consultation between Job Stewards and Site Management;
- a private lockable area.

37. AMENITIES

Amenities shall be prescribed as provided in Appendix F of this Agreement.

38. DRUGS & ALCOHOL

Any incidents concerning drugs and/or alcohol shall be dealt with in accordance with the policy of the Building Industry Group Drug and Alcohol Safety and Rehabilitation Program as detailed in Appendix D of this Agreement.

39. REHABILITATION PROGRAM

The company agrees to the implementation of an agreed worker's compensation rehabilitation policy. The operation of this policy shall be reviewed on a regular basis.

The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties are provided when available. No employee will be terminated whilst on workers compensation during the first 12 months without prior consultation with the union.

The parties agree that the person responsible for the management of rehabilitation cases must be adequately trained to do the job. If such a person is not available within the company, then the services of an agreed building industry rehabilitation coordination service will be used.

The parties to this Agreement shall ensure that any employee who sustains a work related injury, illness or disease, will be afforded every assistance in utilising a rehabilitation program aimed at returning that employee to meaningful employment within the industry.

40. CLOTHING ISSUE AND SAFETY FOOTWEAR

40.1 The company shall ensure that its employees are in possession of protective clothing, in accordance with this Clause.

40.1.1 Overalls or trousers of the following types and quantities:

- Approved (AS) safety footwear appropriate to the classification of work being carried out.
- two sets of combination overalls; or

- two sets bib and brace overalls plus two drill shirts; or
 - two sets drill trousers and two drill shirts; or
 - work denims at cost no greater than either Items b) or c) or d) above.
- 40.1.2 Where an employee has not sought replacement of his/her issue of protective clothing as provided in Sub-Clause 40.1.1 above on a fair wear and tear basis within twelve months from the date of issue, then that employee shall be entitled to a re-issue of the apparel at the completion of that twelve months.
- 40.1.3 One Tasmanian Bluey Jacket, or other approved equivalent apparel following consultation between the company and the union, shall be issued on the first occasion to a new employee between 1 May and 31 August. The replacement of such jacket shall be on a fair wear and tear basis only.
- 40.2 All protective clothing and footwear supplied shall be Australian made. Where Australian made protective clothing and footwear is not available, discussion will be held with the union on a suitable alternative.
- 40.3 Where employees have received any of the above items from the previous employer by way of a Site Agreement, Industry Agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis is required.
- 40.4 No agreements for cash in lieu of protective clothing shall be permitted.
- 40.5 Where the employee's protective clothing is stolen, the company may require proof of the theft before issuing replacement clothing. The proof of the theft may be in the form of a Statutory Declaration from the employee.
- 40.6 Where an employee claims to have not been issued with protective clothing by a previous employer, the company may require all necessary details from the employee to validate the claim. These details may be supplied in the form of a Statutory Declaration by the employee at the company's request. Irrespective of the employer, the protective clothing and footwear as outlined in Sub Clauses 40.1.1, 40.1.2 and 40.1.3 will be replaced on a fair wear and tear basis upon receipt of issued clothing.
- 40.7 The company shall keep a record of the type of protective clothing issued, including the date of issue. The employee shall sign for such issues, and this detail shall be available upon request by employees or Union Officials.
- 40.8 In the event of protective clothing/equipment being supplied and not worn whilst working (without reasonable cause), the employee and the Union Representative shall discuss the matter with a view to ensure the wearing of such.
- 40.9 Further failure to do so shall prohibit the employee from any further entitlement.

41. AUSTRALIAN MATERIALS

The parties acknowledge that the long term viability of the industry as a whole, and the employment of the company's employees, is dependant on a strong and prosperous local economy. To that end the parties agree that the local economy should be encouraged as much as possible within the ability of the parties. Further, the parties acknowledge that one of the principle objects of the Act is to encourage the pursuit of high employment. The parties consider that this object can be furthered by this provision.

Wherever possible and economical, only Australian made and manufactured materials and products shall be used in the construction and finishing of any project. Where it is practicable to do so, prior consultation will be conducted with the relevant Union/s

The parties will lobby architects to include Australian materials and services at the design stage.

42. WASTE MINIMISATION, RECYCLING AND ENVIRONMENTAL ISSUES

It is agreed that the consultative committee will devise an environmental plan for the company so as to minimise waste and pollution and to encourage recycling of building materials wherever possible with a view to decreasing unnecessary expenditure and ensuring the ongoing viability of the company, thereby enhancing continuing employment of the employees covered by this Agreement.

43. NEGOTIATION OF A SUBSEQUENT AGREEMENT

The parties agree to commence negotiations for a new collective agreement to succeed this Agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date. These negotiations shall be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

44. NO EXTRA CLAIMS

The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described whether or not any matter, claim or demand is specifically addressed within the Agreement

The parties to this Agreement undertake to not pursue any further claims as to wage increases/decreases, or improvements/reductions to conditions of employment, whether they be award or over-award, during the life of this Agreement.

The parties further undertake to not, during the life of this Agreement, initiate any campaigns of direct industrial action intended to secure new and improved rates and conditions during the term of this agreement or at the end of this Agreement.

45. SIGNATORIES

Signed for and on behalf of SCOTT DEVELOPMENT PTY LTD

Name (Print): _____
Company: _____
Company Position: _____
Signature: _____
Witness: _____
Date: _____

2. Signed for and on behalf of the **CONSTRUCTION FORESTRY MINING & ENERGY UNION (Victorian Construction & General Division):**

Name: _____
Position: _____
Signature: _____
Witness: _____
Date: _____

3. Signed for and on behalf of the **CONSTRUCTION FORESTRY MINING & ENERGY UNION (Victorian FEDFA Division):**

Name: _____
Position: _____
Signature: _____
Witness: _____
Date: _____

APPENDIX A

Classification Structure

CW1 92.4%	Group 3 Builder's Labourer Trades person's assistant Formwork stripper Concrete gang Peggie Demolition labourer, etc.
CW2 96%	Group 2 Builder's Labourer Scaffolder Steelfixer Concrete Finisher Tack Welder
CW3 100%	Trades Level/Group 1 Builder's Labourer All Tradespersons Rigger-Dogmen Sign industry worker Grade 1 and 2 Operator
CW4 105%	Plant Operator Grade 3 Signwriter Letter cutter Marker/Setter Out
CW5 110%	Special Class Trades Operator Grade 4 Carver Trainee Dogman/Crane Crew (VIC)
CW6 115%	
CW7 120%	Crane Crew Dogman (VIC) Crane Hand (Fixed Cranes) (VIC) Tower Crane Operator (VIC)
135%	Carpenter Diver (Vic and NSW)

APPENDIX B

PAY RATES

**Section 1
FROM 1 DECEMBER 2002**

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Credit Per Day \$	
TRADES CLASSIFICATIONS						
CW3 – 100%						
Carpenter/Joiner; Tile layer; Stonemason; Artificial Stoneworker; Marble & Slate worker; Plasterer	20.70	786.60	65.55	13.06	8.28	
Bricklayer	20.52	779.76	64.98	12.96	8.21	
Painter – New Work	20.25	769.50	64.13	12.82	8.10	
Painter – Re-paint	20.20	767.60	63.97	12.79	8.08	
CW4 – 105%						
Marker/Setter Out; Letter Cutter	21.53	818.14	68.18	13.52	8.61	
Sign writer	21.08	801.04	66.75	13.28	8.43	
CW5 – 110%						
Special Class Tradesperson: Carver	22.35	849.30	70.78	13.98	8.94	
All of the above rates are inclusive of Tool Allowance						
LABOURERS						
CW3 – 100%						
Grade 1 – Rigger; Dogman	20.10	763.80	63.65	12.73	8.04	
CW2 – 96%						
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	19.44	738.72	61.56	12.37	7.78	
CW1 – 92.4%						
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	18.84	715.92	59.66	12.03	7.54	
CRANE CREWS – BUILDING SITES (Hourly Hire)						
CW7 – 120%						
Tower Crane Crew (Operators & Dogman/Crane Hands)	23.41	889.58	74.13	14.57	9.36	
CW5 0 110%						
Trainee Dogman/Crane Hand on Fixed Cranes	21.77	827.26	68.94	13.66	8.71	

Appendix B – Section 1 (cont'd)

FROM 1 DECEMBER 2002

PLANT OPERATORS (Weekly Hire)						
	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Credit Per Day \$	
CW7 – 120%						
Operator Grade 5: Tower Crane crew (Civil Construction only)	22.70	862.60	71.88	14.17	9.08	
CW5 - 110%						
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	21.10	801.80	66.82	13.29	8.44	
CW4 – 105%						
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	20.29	771.02	64.25	12.84	8.12	
CW3 – 100%						
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	19.49	740.62	61.72	12.39	7.80	
NOTE: Add \$24.00 per week for Plant Operator who is responsible for service and maintenance of the Plant.						

Appendix B – Section 1 (cont'd)

APPRENTICES

FROM 1 DECEMBER 2002

(These Rates subject to the then current Award Tool & Industry Allowances)

Trade	Wages Per Week \$	Fares Per day \$	Weekly Pro- Rata A/L \$	Weekly Pro- Rata A/L Loading \$	RDO Credit Per Day \$
Carpenter/Joiner; Plasterer					
1 st 3 Months **	301.10	16.40	25.09	5.59	3.17
Next 9 Months ##	376.00	16.40	31.33	6.68	3.96
2 nd Year	450.60	18.60	37.55	7.93	4.74
3 rd Year	600.00	19.65	50.00	10.18	6.32
4 th Year	711.90	20.75	59.33	11.89	7.49
Bricklayer					
1 st 3 Months **	257.70	16.40	21.48	4.95	2.71
Next 9 Months ##	332.20	16.40	27.68	6.04	3.50
2 nd Year	499.20	18.60	41.60	8.64	5.25
3 rd Year	630.60	19.65	52.55	10.63	6.64
Painter					
a) NO Pre-Apprenticeship Course					
1 st 3 Months	285.10	16.40	23.76	5.35	3.00
Next 9 Months	359.60	16.40	29.97	6.44	3.79
2 nd Year	434.20	18.60	36.18	7.69	4.57
3 rd Year	583.20	19.65	48.60	9.94	6.14
4 th Year	695.00	20.75	57.92	11.65	7.32
b) WITH Pre-Apprenticeship Course					
1 st Year	396.90	16.40	33.08	6.98	4.18
2 nd Year	583.20	18.60	48.60	9.86	6.14
3 rd Year	695.00	19.65	57.92	11.57	7.32
** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course					
## Start (1st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.					

Appendix B

SECTION 2

FROM 1st Pay Period Beginning on/after 1 MARCH 2003

(1st Agreement Increment – 3.2%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Credit Per Day (0.4) \$	RDO Accrual Per Day (0.4) \$
TRADES CLASSIFICATIONS						
CW3 – 100%						
Carpenter/Joiner; Tilelayer; Stonemason; Artificial Stoneworker; Marble & Slateworker; Plasterer	21.36	811.68	67.64	13.48	8.54	8.54
Bricklayer	21.18	804.84	67.07	13.38	8.47	8.47
Painter – New Work	20.90	794.20	66.18	13.22	8.36	8.36
Painter – Re-paint	20.85	792.30	66.03	13.20	8.34	8.34
CW4 – 105%						
Marker/Setter Out; Letter Cutter	22.22	844.36	70.36	13.95	8.89	8.89
Signwriter	21.75	826.50	68.88	13.69	8.70	8.70
CW5 – 110%						
Special Class Tradesperson: Carver	23.07	876.66	73.06	14.43	9.23	9.23
All of the above rates are inclusive of Tool Allowance						
LABOURERS						
CW3 – 100%						
Grade 1 – Rigger; Dogman	20.74	788.12	65.68	13.13	8.30	8.30
CW2 – 96%						
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	20.06	762.28	63.52	12.76	8.02	8.02
CW1 – 92.4%						
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	19.44	738.72	61.56	12.41	7.78	7.78
CRANE CREWS – BUILDING SITES (Hourly Hire)						
CW7 – 120%						
Tower Crane Crew (Operators & Dogman/Crane Hands)	24.16	918.08	76.51	15.03	9.66	9.66
CW5 - 110%						
Trainee Dogman/Crane Hand on Fixed Cranes	22.47	853.86	71.16	14.09	8.99	8.99

Appendix B

Section 1 – (cont'd)

FROM 1st Pay Period Beginning on/after 1 MARCH 2003
(1st Agreement Increment 3.2%)

PLANT OPERATORS (Weekly Hire)						
	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Credit Per Day (0.4) \$	RDO Accrual Per Day (0.4) \$
CW7 – 120%						
Operator Grade 5: Tower Crane crew (Civil Construction only)	23.43	890.34	74.20	14.62	9.37	9.37
CW5 - 110%						
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	21.78	827.64	68.97	13.71	8.71	8.71
CW4 – 105%						
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	20.94	795.72	66.31	13.24	8.38	8.38
CW3 – 100%						
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	20.11	764.18	63.68	12.78	8.04	8.04
NOTE: Add \$25.60 per week for Plant Operator who is responsible for service and maintenance of the Plant.						

Appendix B

Section 1 (cont'd)

APPRENTICES

FROM 1st Pay Period Beginning on/after 1 MARCH 2003
(1st Agreement Increment – 3.2%)

Trade	Wages Per Week \$	Fares Per day \$	Weekly Pro- Rata A/L \$	Weekly Pro- Rata A/L Loading \$	RDO Credit Per Day (0.4) \$	RDO Accrual Per Day (0.4) \$
Carpenter/Joiner; Plasterer						
1 st 3 Months **	310.90	16.90	25.91	5.77	3.27	3.27
Next 9 Months ##	388.00	16.90	32.33	6.89	4.08	4.08
2 nd Year	465.00	19.15	38.75	8.18	4.89	4.89
3 rd Year	619.10	20.25	51.59	10.51	6.52	6.52
4 th Year	734.60	21.40	61.22	12.27	7.73	7.73
Bricklayer						
1 st 3 Months **	266.00	16.90	22.17	5.11	2.80	2.80
Next 9 Months ##	342.90	16.90	28.58	6.23	3.61	3.61
2 nd Year	496.90	19.15	41.41	8.64	5.23	5.23
3 rd Year	650.90	20.25	54.24	10.97	6.85	6.85
Painter						
a) NO Pre-Apprenticeship Course						
1 st 3 Months	294.30	16.90	24.53	5.52	3.10	3.10
Next 9 Months	371.20	16.90	30.93	6.65	3.91	3.91
2 nd Year	448.10	19.15	37.34	7.93	4.72	4.72
3 rd Year	601.90	20.25	50.16	10.25	6.34	6.34
4 th Year	717.30	21.40	59.78	12.02	7.55	7.55
b) WITH Pre-Apprenticeship Course						
1 st Year	409.70	16.90	34.14	7.21	4.31	4.31
2 nd Year	601.90	19.15	50.16	10.17	6.34	6.34
3 rd Year	717.30	20.25	59.78	11.94	7.55	7.55
** Start rate for an Apprentice who has NOT completed an approved pre-Apprenticeship course						
## Start (1 st Year) rate for an Apprentice who has completed an approved pre-Apprenticeship course.						

Apprentice rates for 2004 and 2005 will be calculated in accordance with Clause 13 hereof, and published by the industry parties prior to 1 March date in each year.

APPENDIX B (cont'd)

PAY RATES

SECTION 2

FROM 1st Pay Period Beginning on/after 1 MARCH 2004
(2nd Agreement Increment – 4%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
TRADES CLASSIFICATIONS					
CW3 – 100%					
Carpenter/Joiner; Tilelayer; Stonemason; Artificial Stoneworker; Marble & Slateworker; Plasterer	23.44	843.84	70.32	14.01	18.75
Bricklayer	23.25	837.00	69.75	13.91	18.60
Painter – New Work	22.90	824.40	68.87	13.73	18.32
Painter – Re-paint	22.85	822.60	68.55	13.70	18.28
CW4 – 105%					
Marker/Setter Out; Letter Cutter	24.39	878.04	73.17	14.51	19.51
Signwriter	23.88	859.68	71.64	14.24	19.10
CW5 – 110%					
Special Class Tradesperson: Carver	25.32	911.52	75.96	15.00	20.26
LABOURERS					
CW3 – 100%					
Grade 1 – Rigger; Dogman	22.77	819.72	68.31	13.66	18.22
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	22.02	792.72	66.06	13.27	17.62
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	21.34	768.24	64.02	12.91	17.07
CRANE CREWS – BUILDING SITES (Hourly Rate)					
CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	26.53	955.08	79.59	15.63	21.22
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	24.67	888.12	74.01	14.66	19.74

Appendix B (cont'd)

Section 2 (cont'd)

FROM 1st Pay Period Beginning on/after 1 MARCH 2004
(2nd Agreement Increment – 4%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	25.72	925.92	77.16	15.21	20.58
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	23.91	860.76	71.73	14.26	19.13
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	22.99	827.64	68.97	13.78	18.39
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	22.07	794.52	66.21	13.29	17.66

APPENDIX B (cont'd)

PAY RATES

SECTION 3

FROM 1st Pay Period Beginning on/after 1 MARCH 2005

(3rd Agreement Increment- 5%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro- Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
TRADES CLASSIFICATIONS					
CW3 – 100%					
Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plasterer	24.61	885.96	73.83	14.71	19.69
Bricklayer	24.41	878.76	73.23	14.61	19.53
Painter – New Work	24.05	865.80	72.15	14.42	19.24
Painter – Re-paint	24.00	864.00	72.00	14.39	19.20
CW4 – 105%					
Marker/Setter Out; Letter Cutter	25.61	921.96	76.83	15.24	20.49
Sign-writer	25.07	902.52	75.21	14.95	20.06
CW5 – 110%					
Special Class Tradesperson: Carver	26.59	957.24	79.77	15.75	21.27
LABOURERS					
CW3 – 100%					
Grade 1 – Rigger; Dogman	23.91	860.76	71.73	14.34	19.13
CW2 – 96%					
Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher	23.12	832.32	69.36	13.93	18.50
CW1 – 92.4%					
Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator	22.41	806.76	67.23	13.56	17.93
CRANE CREWS – BUILDING SITES (Hourly Rate)					
CW7 – 120%					
Tower Crane Crew (Operators & Dogman/Crane Hands)	27.86	1002.96	83.58	16.42	22.29
CW5 - 110%					
Trainee Dogman/Crane Hand on Fixed Cranes	25.90	932.40	77.70	15.39	20.72

Appendix B (cont'd)

Section 3 (cont'd)
FROM 1st Pay Period Beginning on/after 1 MARCH 2005
(3rd Agreement Increment- 5%)

	Rate Per Hour \$	Rate Per Week \$	Weekly Pro-Rata Annual Leave \$	Weekly Pro-Rata A/L Loading \$	RDO Accrual Per Day (0.8) \$
PLANT OPERATORS (Weekly Hire)					
CW7 – 120%					
Operator Grade 5: Tower Crane crew (Civil Construction only)	27.01	972.36	81.03	15.97	21.61
CW5 - 110%					
Operator Grade 4 – includes: Mechanical Plant Operators Grade 5&6; Mobile Crane drivers 15t-100t	25.11	903.96	75.33	14.97	20.09
CW4 – 105%					
Operator Grade 3 – includes: Mechanical Plant Operator Groups 3&4; Mobile Crane Drivers up to 15t	24.14	869.04	72.42	14.46	19.31
CW3 – 100%					
Operator Grades 1&2 – includes: Mechanical Plant Operator Groups 1&2; Winch Driver; Mobile Hydraulic Platform Operator; Fork Lift Driver	23.17	834.12	69.51	13.95	18.54

ALLOWANCES

1. Daily Travelling Allowances – from 1 March 2003

(i) Adults		\$22.50 p/day
(ii) Apprentices -	1st year	\$16.90 p/day
	2nd year	\$19.15 p/day
	3rd year	\$20.25 p/day
	4th year	\$21.40 p/day

2. Tool Allowances

Tool Allowance	Carpenter, Stonemason & Tile-layer	\$21.50 p/w }
	Plasterer	\$17.70 p/w }Already
	Bricklayer	\$15.20 p/w }included in
	Roof Tiler	\$11.20 p/w }hourly rate
	Painter	\$5.30 p/w }

LEADING HAND ALLOWANCES

In Charge of.....	From 28/5/2002
1 person only	\$0.34 per hour
2 – 5 people	\$0.75 per hour
6 – 10 people	\$0.96 per hour
11 or more people	\$1.28 per hour

MULTI-STOREY ALLOWANCES

	From 28/5/2002
Start to 15 th floor	\$0.36 per hour
16 th to 30 th floor	\$0.43 per hour
31 st to 45 th floor	\$0.67 per hour
46 th to 60 th floor	\$0.85 per hour
61 st floor onwards	\$1.07 per hour

EXPENSE REIMBURSEMENT ALLOWANCES (FROM 26/8/2002)

Living Away from Home Allowance

When employees are to be engaged on Distant Work requiring them to live away from home (refer NBCIA Clause 24) first class accommodation, including full board shall be provided by the employer. In addition, \$8.35 shall be paid for each night the employee is required to be away from home.

Meal Allowance	\$9.60 p/meal
Compensation for loss of Tools and/or Clothing (Theft/Damage)	\$1249.00 max.
Use of own vehicle when transferring between Sites	\$0.73 per km
Use of own vehicle when travelling outside the radial areas	\$0.39 per km

WORK RELATED SPECIAL RATES & ALLOWANCES (FROM 28/5/2002)

First Aid Allowance:	(a) Minimum Qualification	\$1.90 p/day
	(b) Advanced First Aid Cert.	\$2.98 p/day
Altona Petrochemical Allowance		\$0.86 p/hr
Shell Geelong Refinery Allowance		\$0.82 p/hr

SPECIAL RATES

	From 28/5/2002
Laser Safety Officer	\$1.84 per day
Insulation	\$0.55 per hour
Hot Work 46°C to 54°C	\$0.45 per hour
Above 54°C	\$0.55 per hour
Cold Work	\$0.45 per hour
Confined Space	\$0.55 per hour
Swing Scaffold 0-15 Storeys	\$3.23 first 4 hours, \$0.67 per hour thereafter
16-30 Storeys	\$4.17 first 4 hours, \$0.86 per hour thereafter
31-45 Storeys	\$4.91 first 4 hours, \$1.00 per hour thereafter
46-60 Storeys	\$8.06 first 4 hours, \$1.67 per hour thereafter
60+ Storeys	\$10.28 first 4 hours, \$2.12 per hour thereafter
Explosive Powered Tools	\$1.06 per day
Wet Work	\$0.45 per hour
Dirty Work	\$0.45 per hour
Towers Allowance Over 15 metres	\$0.45 per hour
Each additional 15 metres	\$0.45 per hour
Toxic Substances	\$0.55 per hour
Working in Close Proximity	\$0.45 per hour
Asbestos	\$0.55 per hour
Asbestos Eradicate	\$1.49 per hour
Furnace Work	\$1.18 per hour
Acid Work	\$1.18 per hour
Heavy Blocks Over 5.5kg & Under 9kg	\$0.45 per hour
9kg up to 18kg	\$0.80 per hour
Over 18kg	\$1.13 per hour
Cleaning Brickwork	\$0.41 per hour
Bagging	\$0.41 per hour
Bitumen Work	\$0.55 per hour
Plaster or Composition Spray	\$0.45 per hour
Slushing	\$0.45 per hour
Dry Polishing Tiles	\$0.55 per hour
Cutting Tiles	\$0.55 per hour
Second-Hand Timber	\$1.75 per day
Roof Repairs	\$0.55 per hour
Slaters & Tilers working at over 15m	\$0.41 per hour
On roofs over 35 degrees pitch	\$0.55 per hour
On roofs over 40 degrees pitch	\$0.80 per hour
Computing Quantities	\$3.23 per day
Height Work – Painting Trades	\$0.41 per hour
Grindstone Allowance	\$4.75 per week
Certificate Allowance	\$0.45 per hour
Spray Application – Painters	\$0.45 per hour
Bricklayer Operating Cutting Machine	\$0.55 per hour
Hydraulic Hammer	\$0.75 per hour
Employee carrying oils	\$7.46 per day
Pile Driving	\$10.30 per day
Dual Lift	\$2.24 per day

APPENDIX C

SITE ALLOWANCE PROCEDURE

1. This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowances will not be claimed on any project where the project value is below \$2.0 million.
2. In addition to the wage rates and allowances prescribed, the employer shall pay to employees (as defined in this Agreement) extra rates as set out in the special rates clause of the relevant Awards for the period when individual employees incur those disabilities prescribed by the said clauses, except those special rates which are specifically included in the Site Allowance applicable to a project.
3. The payment of Insulation Allowance shall be paid to individual employees only who are affected (as defined in the relevant award) by the use of such material.
4. Subject to the foregoing, where a 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:
 - 4.1 Geographic location if the project is contained within the City of Melbourne as defined; or
 - 4.2 The amount contained in Sub-Clause 7.
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.
6. It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.
7. **Site Allowances for Projects which commence construction after 1 May 2000:**
(The following rates are operative from 1 October 2002)
 - 7.1 **City of Melbourne (as defined in Clause 14. hereof):**
 - a) **New Projects**

- up to \$163.5m:	\$2.95 per hour worked
- over \$163.5m:	as per subclause 3 (b)
 - b) **Renovations, Restoration &/or Refurbishment work**

Refurbishment work	\$2.50 per hour worked
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The site Allowance on projects which are a combination of new and renovation work, shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all employees on the project.

7.2 New Projects Victoria

Project Value \$m	Site Allowance \$ph
2.0m - 5.5m	\$1.65
5.5m - 13.6m	\$1.85
13.6m - 27.3m	\$2.05
27.3m - 54.5m	\$2.40
54.5m - 109.0m	\$2.85
109.0m - 163.5m	\$2.95
163.5m - 217.9m	\$3.05
217.9m - 326.9m	\$3.15
For projects above \$326.9 million, there shall be an increment of 10 cents per additional \$100m or part thereof.	

The parties note that these allowances will vary from 1 October 2003, and thereafter annually during the life of this Agreement in accordance with the VBIA.

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.

8. The Rates shall be reviewed no later than 30 September 2003, 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.
9. The Site Allowance values and project values in this Clause shall be adjusted by the CPI (all Groups, Melbourne), effective from 1 October 2003 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year.

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

10. 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 \$2.0 million.
11. 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 Chairperson of the Victorian Building Industry Disputes Board for determination.
12. In determining the rate, the Disputes Board Chairperson shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances. 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.
13. This Clause shall not apply to Projects which qualify under the Shopping Centre Agreement.
14. **City of Melbourne Definition**

For the purposes of determining Site Allowance in accordance with this Agreement, the

boundaries of the "City of Melbourne" are defined as follows:

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

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

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

APPENDIX D

THE VICTORIAN BUILDING INDUSTRY ALCOHOL & OTHER DRUGS POLICY

PREAMBLE

All parties in the Victorian Building Industry are committed to the provision of safe and healthy workplaces.

The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals on occasions.

There are many factors which determine alcohol and other drug usage patterns. Some relate to personal and social matters. Others may relate to work culture and conditions.

Research has highlighted that the building industry has a high level of alcohol use. This may affect occupational health and safety on building sites.

This policy aims to facilitate the implementation of practical ways in which building workers themselves can address the alcohol and other drug issues, which affect them, their families or co-workers. It provides guidelines, which may be adapted to meet the specific conditions of different workplaces.

PRINCIPLES

- Safety is paramount on building sites.
- Prevention of safety and health problems is the primary goal of alcohol and drug policy formulation.
- Policy implementation and program management is best founded on consultation and collaboration between employees and management.
- Employees with alcohol and/or other drug problems will be provided with appropriate assistance, support and access to intervention programs without jeopardizing their employment.

OBJECTIVES

- To establish a program run by and for building workers, which enables alcohol and other drug issues to be addressed on building sites.
- To expand awareness of alcohol and other drug use as an occupational health and safety issue.
- To enable industrial factors likely to influence alcohol and other drug use (eg. Extended working hours, peer group pressure) to be recognised and addressed.
- To provide a basis for health promotion in the building industry.

- To enable a consistent approach to alcohol and other drug issues across the building industry in Victoria.
- To set out collaborative procedures for dealing with alcohol and drug issues on building sites.
- To provide a structure on-site to assist workers to get any help they need for alcohol and/or other drug problems, confidentially and without jeopardising their employment.
- To enable the development of a network of people; resources and programs managed by and sensitive to the needs of building workers with alcohol and drug problems.

GOALS

- To have this alcohol and other drugs policy adopted for implementation on specific building sites by meetings of workers employed on those sites.
- To increase knowledge amongst workers about health and safety risks associated with alcohol and other drug use.
- To maintain optimum safety on site and to reduce the harmful impact of alcohol and other drug use.
- To provide education about the safe use of alcohol and other drugs.
- To train and resource health and safety representatives and other relevant on-site personnel (where appropriate) to assist co-workers who are affected by alcohol and/or other drugs.

POLICY

1. **Implementation and Management**

- 1.1 Properly constituted Occupational Health and Safety (OH&S) Committees or, where there is no OH&S Committee, Site Safety Supervisors/Safety Officers in conjunction with worker representatives, are the appropriate bodies to implement and administer alcohol and drug policy/programs (* see below).
- 1.2 For the objectives of this policy to be achieved, the full cooperation of employers and employees is necessary.

2. **Application of Policy**

The policy is to apply to everyone on site without distinction.

3. **Persons Affected by Alcohol and/or Other Drugs**

- 3.1 A person who is under the influence of alcohol and/or any other drug will not be allowed to work on a building site whilst he/she is incapable of performing safe work practices.
- 3.2 Any person who believes another person on site is a risk to his/her own or another's safety should advise an Occupational Health and Safety representative in confidence. The OH&S representative shall take appropriate action, based on his/her assessment of the situation.
- 3.3 If the matter remains unresolved, the OH&S Committee and management in consultation with the person concerned and the person's representative will decide whether that person is capable of performing safe work practices.
- 3.4 Disciplinary action may be taken by management following consultation with the OH&S Committee and the person's representative.
- 3.5 If disciplinary action is to be taken, one verbal warning, one written warning shall apply.
- 3.6 The OH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.

* **Where "OH&S Committee" is referred to hereafter, read "body nominated to implement policy on site".**

4. **Rehabilitation/Counselling**

- 4.1 If a person is undertaking rehabilitation or counselling, he/she is entitled to sick leave, negotiated leave without pay and other benefits provided for by the appropriate award/agreement.
- 4.2 An affected person will not be disadvantaged as a result of undertaking rehabilitation or counselling.
- 4.3 The employer will liaise with the person's representative to enable appropriate assistance and support to be made available to him/her during and on completion of rehabilitation (with his/her permission).
- 4.4 Confidentiality is to be maintained in all matters relating to the rehabilitation and counselling, employment arrangements etc of individuals.

5. Employees At-Risk Through Medication Use

- 5.1 Employees who are taking medication which might affect their ability to undertake any kind of work safely, should advise an OH&S representative or the First Aid Officer, who will act immediately to eliminate the risks.
- 5.2 No employee will be disadvantaged by his/her actions in this matter.

6. Education and Prevention

- 6.1 The policy will be discussed and put forward for adoption on site at a meeting of all workers.
- 6.2 It is the on-going responsibility of unions and the employer to ensure that all employees continue to be aware of the policy and program. The OH&S Committee will assist in this process.
- 6.3 All relevant information shall be available on site and displayed as appropriate.
- 6.4 From time to time the OH&S Committee, in consultation with management, may initiate relevant health and safety promotional activities in relation to alcohol and other drug use issues.

7. Provision of Alcohol at Social Events

Where social functions are held they will be located in a hazard-free area where responsible serving of alcoholic beverages will apply. This includes provision of non-alcoholic and low-alcoholic beverages.

8. Role of Occupational Health and Safety Committee on Site

- 8.1 To encourage knowledge of policy and program by all workers on site.
- 8.2 To ensure information about the policy and program is displayed.
- 8.3 To ensure information relevant to alcohol and other drugs is circulated amongst workers.
- 8.4 To initiate and coordinate relevant health promotional activities to relation to alcohol and other drugs, in consultation with management.
- 8.5 To provide information and referral options to workers as requested.
- 8.6 To be available for informal discussion with and follow-up of site employees when appropriate.
- 8.7 To undertake intervention and follow-up of affected persons.
- 8.8 To be available for discussion in regard to disciplinary action taken as a result of a person being under the influence of alcohol and/or any other drugs on site.
- 8.9 To follow-up persons undertaking rehabilitation to ensure that appropriate resources and supports are made available when requested.
- 8.10 To encourage a peer support network on site.

SITE POLICY

(SUMMARY OF VICTORIAN BUILDING INDUSTRY ALCOHOL AND DRUG PROGRAM)

1. **KEY PRINCIPLE**
 - Safety is paramount on building sites.
2. **APPLICATION**
 - This policy applies to everyone on site without distinction.
3. **PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS**
 - No person is permitted to work on a building site whilst incapable of performing safe work practices.
 - If the question arises, the OH&S Committee will determine if a person is capable of performing safe work practices and will take necessary action to ensure that safety is maintained.
 - If safety is compromised, management may take disciplinary action against the person in question, following consultation with the OH&S Committee and the person's representative. One verbal warning, one written warning, applies.
4. **HELP FOR PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS**
 - The OH&S Committee and management will provide information and assistance to persons seeking help for alcohol/drug problems or related problems, confidentially and without prejudice.
 - Sick leave or leave without pay may be negotiated to enable participation in rehabilitation or counselling.
 - No-one will be disadvantaged in the workplace as a result of undertaking a rehabilitation program.
5. **EDUCATION/PREVENTION**

To promote health and safety, information about this policy, and information designed to minimise the harmful use of alcohol and other drugs will be displayed on-site and distributed as appropriate.

The V.B.I. Alcohol and Drug Worker or the V.B.I. Chaplain can be contacted through Incolink on (Ph. (03) 9639 3000.

GUIDELINES FOR OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

HOW THE POLICY IS INTRODUCED AND PURSUED

1. On new projects, following its adoption by a meeting of workers, this policy will be included in the site safety plan and will apply to all persons on site.
2. The Site Occupational Health and Safety (OH&S) Committee is the focal point for the operation of the policy and program and any on-site interest should be pursued through that Committee.
3. On existing projects, the following procedure should apply:
 - 3.1 Following some expression of interest by any employer, employee or Committee member, the site OH&S Committee seeks a full briefing on the program by a member of the V.B.I. Alcohol and Drug Program Advisory Committee.
 - 3.2 The site OH&S Committee, which includes employer representatives, should then determine whether to proceed with the adoption and implementation of the policy.

It is important to stress that the program cannot succeed without the unqualified support of the site OH&S Committee.
 - 3.3 The policy, however, is not practically adopted until a meeting of workers on the site endorses the site OH&S Committee's proposal and agrees to participate in, and cooperate with, the policy.
 - 3.4 Adoption of the policy by a meeting of workers is the first and most important step in conveying the strong message that the consequences of alcohol or other drug induced behaviour will no longer be tolerated on site.
4. Awareness of the policy is reinforced by the action of the site OH&S Committee in circulating printed material on the policy. This information enables persons with any dependency problems to seek expert assistance apart from, and without reference to, the V.B.I. Alcohol and Drug Program.
5. The V.B.I. Alcohol and Drug Program will provide training to accompany the implementation of the policy.
6. An OH&S Committee member should be informed by workers or management of any likely immediate safety problem arising out of a person being incapable of working safely.
 - 6.1 Such information should be treated as confidential and acted upon by the site OH&S Committee in the same manner as any other safety inspection.
 - 6.2 If the person in question is considered to be incapable of safe work practices, he/she should be approached by an appropriate 'peer' representative of the site OH&S Committee and advised of the safety problem.

A 'peer' representative is a worker representative if the person in question is a worker, or a management representative if the person in question is a member of management.
 - 6.3 The person in question is then interviewed by the 'peer' members of the Committee.
 - 6.4 Should the peer members of the OH&S Committee conducting the interview conclude that the person is incapable of safe work practices, the person will be advised that he/she is not permitted to resume work until he/she is capable of working safely as

- outlined by the OH&S Committee.
- 6.5 The employer and industrial representative of the person in question is informed of these developments and reminded of the terms of the policy. They will treat such information as confidential.
- 6.6 The person is removed to an appropriate area by the site OH&S Committee.
- 6.7 After the incident the person in question is not permitted to resume work until the OH&S Committee consider that he/she is capable of performing safe work practices.
- 6.8 If necessary, arrangements are made to ensure that the person in question gets home safely.
7. When the person resumes work, he/she is reminded by a delegated member of the site OH&S Committee of the policy, which provides;
- 7.1 Encouragement to recognise any alcohol or other drug problem and to decide a course of action.
- 7.2 That the employer has agreed not to disadvantage any worker undertaking rehabilitation or counselling.
- 7.3 That a person undertaking rehabilitation/counselling is entitled to sick leave, negotiated leave without pay and other benefits provided for by the appropriate award/agreement.
8. When appropriate, a peer member of the site OH&S Committee should provide information about treatment or counselling if necessary. This may include:
- Assistance of the V.B.I. Alcohol and Drug Worker.
 - Advice about/referral to the Victorian Building Industry Chaplain.
 - Alerting the person to Alcohol and Other Drug services available.

The OH&S Committee and management will support the recovering worker to ensure that he/she is not disadvantaged upon return to work.

9. Disciplinary action may be taken by management following consultation with the Occupational Health and Safety Committee and the person in question's representative. If disciplinary action is taken, one verbal warning, one written warning, shall apply.

APPENDIX E

PASSENGERS AND MATERIALS LIFTS

1. Definition of Building Where Lift Required

- 1.1 A passenger/materials lift shall be provided on a building which shall, when complete, consist of more than six (6) storey levels excluding the roof, parapets and basement levels (if any), but including the ground floor. (Refer to Sub Clause 2.1 herein.)
- 1.2 For the purposes of this Sub-Clause, a storey level means structurally completed floor, walls, pillars or columns, and ceilings (not being false ceilings), and shall include mezzanine or similar levels, but excluding "half floors" such as toilet blocks or store rooms located between floors.
- 1.3 For the purpose of defining the number of storey levels in a building; where any plant room or similar structure does not exceed 25 per cent of the top floor area, such plant room or similar structure shall not be counted as a storey level or levels as the case may be.
- 1.4 For a building with sloping or split floors (eg., a car park), the method of determining storey levels shall be by taking the height of that building and dividing its height by the average floor height of a building which does not have sloping or split floors.

2. When Lift Required

The passenger/materials lift shall be in operation from the date of commencement of formwork erection above the floor level of the fifth storey when counted from the lowest adjacent street level. Floor level means that stage of construction which, in the completed building, would constitute the walking surface of each particular floor level.

3. Operation of Lift

- 3.1 The mode of operation of the passenger/materials lift shall be at the discretion of Management, but there shall be landings at intervals of not more than four (4) storey levels. Subject to sub-clause 3.3, an employee would not be required to walk either up or down more than two (2) floors within the range of the lift, or more than four (4) floors within the range of the lift.
- 3.2 When the building has risen so that the formwork exceeds floors above the lift travel, the lift travel shall be extended.
- 3.3 If mechanical or power failure puts the passengers/materials lift out of action, Management must endeavour to correct the failure as soon as possible and have the passengers/materials lift back in use. During such temporary stoppage of the passengers/materials lift, the employees are expected to walk to their place of work to a maximum of four (4) levels to work in their respective classification, and no industrial action or dispute should take place.
- 3.4 When lifts are also used to carry materials, preference must be given to the transporting of employees at the starting, finishing and lunch times. Starting times of various Trades may be staggered by agreement to avoid lift congestion at starting and finishing times.
- 3.5 Should a crane or cranes on a building not be able to operate (eg., because of wind or mechanical failure), employees will continue to work to a maximum of four (4) levels above the range of the lift, provided that the appropriate emergency service is satisfied

that it is capable of being able to provide first aid attendance, and removal if necessary, to/of any employee on any section of the project without the use of the crane/s.

4. **Industrial Relations**

- 4.1 The Unions agree that, provided the provisions of this Agreement are implemented, no stoppage of work shall occur.
- 4.2 During any temporary stoppage by the CFMEU Federated Engine Drivers and Firemen's Association Division members, the Lift Driver shall remain on site to operate the lift to carry passengers.

APPENDIX F

AMENITIES

The parties agree that it is the responsibility of the employer to ensure that the amenities prescribed by the Code of Amenities are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the employer, the Unions agree that the employer should be allowed reasonable time in which to rectify the problem. If the employer acts promptly to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.

In all instances, the following procedure shall be observed:

1. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc., shall be provided.
2. Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. The Unions agree to a reasonable period to allow any employer alleged to have committed a breach, to comply with all requirements of this Clause. While steps are being taken to rectify the issue, the Unions agree that there shall be no bans or limitations restricting the employer's ability to rectify the issue.
3. Mess/Change Shed Facilities Dimension/Construction Requirements and Construction of Sheds
 - 3.1 All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
 - 3.2 Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of employers' equipment, tools and materials.
 - 3.3 Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
 - 3.4 Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
 - 3.5 Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.
 - 3.6 Provided that 20 or more persons are employed on site at any one time, the employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.
4. **Contents**
 - 4.1 In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
 - 4.2 In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
 - 4.3 In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface,

- and seating for the taking of meals, are to be provided.
- 4.4 Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
 - 4.5 Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.
 - 4.6 A washable vinyl floor surface in all facilities is to be provided.
 - 4.7 Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).
 - 4.8 All facilities are to be cleaned and disinfected on a regular basis.
 - 4.9 In the messing facilities air-conditioning (cooling) shall be supplied.

5. **Sanitary Facilities - Construction**

- 5.1 Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials which shall be impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

If closets are of single unit construction (only to be used for the formwork process), not contained within a purpose built ablution block, privacy walls which shield the closet/s from outside view shall be installed. (Privacy walls are not required for purpose built ablution blocks eg ATCO huts)

- 5.2 Where practicable, toilets to be connected to sewerage before commencement of the job.
- 5.3 Closet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.
- 5.4 Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- 5.5 Conveniently accessible closets and urinals are to be distributed every 5th floor on multi storey constructions.
- 5.6 Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
- 5.7 Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
- 5.8 Soap and towels are to be supplied.

6. **Closet/Urinal Requirements**

6.1

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

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

APPENDIX G

SHOPPING CENTRES

1. The general terms and provisions of the VBIA shall apply to "Shopping Centres" (as defined) with the following variations:

2. **Site Allowance**

All new construction and extension/refurbishment work having a project value in excess of \$2.0m will attract the then current City of Melbourne Site Allowance.

3. **Hours of Work**

On Shopping Centres, a 36 hour/9 day fortnight shall apply.

Provided that from 1 January 2003 the general industry working day calendar will apply to Shopping Centres and to the works defined below.

4. **Definitions**

- a) Shopping Centres (ie. Chadstone, Southland, etc):

Continue to be treated as such (ie. 9-day fortnight/36 hour week).

- b) **Bunnings etc:**

If agreements already exist as to hours, this paper does not intend to overrule them.

- c) **Fast Food Outlets:**

This proposal does not seek to interfere with the existing Fast Food Agreement.

- d) **Strip Shops & Stand-Alone Retail Facilities (Construction & Refurbishment):**

Where project value is less than VBIA Site Allowance minimum (currently \$2.0m) – No site allowance, but additional 4 PLD's (ie. 13 RDO's, + 13 PLD's) + 38 hour divisor. A 36 hour divisor will commence on 1/3/04.

Over \$2.0m – Shopping Centre standards apply (ie. Shopping Centres Allowance + 26 RDO's + 36 hour divisor).

- e) **Mixed Purpose Projects:**

- (i) If the retail component of a mixed purpose project is less than \$2.0m, the project will follow general industry standards ie.

13 RDO's

13 PLD's

38 hour divisor. A 36 hour divisor will commence from 1/3/04

Except that if the retail component (although less than \$2.0m), occupies at least 51% of the area of the project, then the following will apply:

13 RDO's

13 PLD's

38 hour divisor. A 36 hour divisor will commence from 1/3/04

- (ii) If the retail component is more than \$2.0m, but occupies less than 51% of the area of the project, the following will apply:

13 RDO's

13 PLD's

38 hour divisor. A 36 hour divisor will commence from 1/3/04

- (iii) If the retail component is at least 51% of the area of the project, then the following will apply:

26 RDO's

36 hour divisor

APPENDIX H

TRADE UNION TRAINING LEAVE

(a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union to which he/she belongs shall, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Union.

Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
Consultation may take place between the parties in the furtherance of this objective.

(b) For the purposes of this clause an "accredited representative of the union" shall mean a job steward recognised by the employer in accordance with clause 36.1 hereof.

(c) The following scale shall apply:

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

(d) The application for leave shall be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- (i) The name of the employee seeking the leave;
- (ii) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- (iii) The title, general description and structure of the course to be attended and the location of where the course is to be conducted.

(e) The employer shall advise the union within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

(f) The time of taking leave shall be arranged so as to minimize any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

(g) An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

(h) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessionary leave.

(i) An employee on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.

(j) Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of clause 33.3 of this award.

(k) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

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