DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Probuild Constructions (Aust) Pty Ltd
(AG2016/3627)

PROBUILD CONSTRUCTIONS (AUST) PTY LTD, ITS EMPLOYEES AND THE CFMEU (VICTORIAN CONSTRUCTION AND GENERAL DIVISION) ENTERPRISE AGREEMENT 2016-2018

Building, metal and civil construction industries

DEPUTY PRESIDENT GOSTENCNIK MELBOURNE, 30 JUNE 2016

Application for approval of the Probuild Constructions (Aust) Pty Ltd, its Employees and the CFMEU (Victorian Construction and General Division) Enterprise Agreement 2016-2018.

[1] An application has been made for approval of an enterprise agreement known as the Probuild Constructions (Aust) Pty Ltd, its Employees and the CFMEU (Victorian Construction and General Division) Enterprise Agreement 2016-2018 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Probuild Constructions (Aust) Pty Ltd. The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Construction, Forestry, Mining and Energy Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement was approved on 30 June 2016 and, in accordance with s.54, will operate from 7 July 2016. The nominal expiry date of the Agreement is 30 June 2018.

DEPUTY PRESIDENT

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PROBUILD CONSTRUCTIONS (AUST) PTY LTD

Employees and CFMEU

Victorian Enterprise Agreement 2016-2018
## Contents

PART 1 - APPLICATION AND OPERATION  
1.0 TITLE 5  
2.0 DEFINITIONS 5  
3.0 DATE AND PERIOD OF OPERATION 7  
4.0 SCOPE OF AGREEMENT 7  
5.0 RELATIONSHIP TO AWARDS, AGREEMENTS AND OTHER DOCUMENTS 7  
6.0 INTERPRETATION 8  
7.0 OBJECTIVES AND COMMITMENTS 8  
8.0 SEVERABILITY 8  
9.0 FLEXIBILITY ARRANGEMENTS 9  

PART 2 - DISPUTE RESOLUTION AND CONSULTATION 10  
10.0 DISPUTES SETTLEMENT PROCEDURE 10  
11.0 CONSULTATION 11  
12.0 FLEXIBILITY ARRANGEMENTS ON SIGNIFICANT, MAJOR OR UNUSUAL PROJECTS 12  

PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT 14  
13.0 CONTRACT OF EMPLOYMENT 14  
14.0 APPRENTICES 15  
15.0 SECURITY OF EMPLOYMENT 17  
16.0 VISA COMPLIANCE 19  
17.0 NOTICE OF TERMINATION 19  
18.0 ADDITIONAL PROVISIONS 20  
19.0 REDUNDANCY 20  
20.0 INDUSTRY FUND COMPLIANCE 21  
21.0 CBUS SUPERANNUATION 22  
22.0 CO-INVEST (LONG SERVICE LEAVE) 22  
23.0 INCOLINK 22  

PART 4 - CLASSIFICATIONS AND MINIMUM WAGE RATES 25  
24.0 WAGE RATES 25  
25.0 ALLOWANCES 25  
26.0 CLOTHING ISSUE 28  
27.0 HIGHER DUTIES 29  
28.0 PAYMENT OF WAGES 29  
29.0 WAGE PAYMENT DETAILS 30
30.0 INCLEMENT WEATHER
31.0 TRAINING AND RELATED MATTERS
32.0 ACCIDENT MAKE UP PAY

PART 5 - HOURS OF WORK AND RELATED MATTERS
33.0 HOURS OF WORK
34.0 SHIFTWORKERS
35.0 ROSTERED DAYS OFF
36.0 OVERTIME
37.0 BREAKS

PART 6 - LEAVE AND PUBLIC HOLIDAYS
38.0 ANNUAL LEAVE
39.0 PUBLIC HOLIDAYS
40.0 PERSONAL AND/OR CARER'S LEAVE
41.0 COMPASSIONATE LEAVE
42.0 COMMUNITY SERVICE LEAVE (OTHER THAN JURY SERVICE)
43.0 JURY SERVICE
44.0 PARENTAL LEAVE
45.0 FAMILY VIOLENCE LEAVE
46.0 PICNIC DAY
47.0 LONG SERVICE LEAVE

PART 7 - EMPLOYEE REPRESENTATION
48.0 REPRESENTATION
49.0 UNION DELEGATE RIGHTS
50.0 EMPLOYEE REPRESENTATIVE RIGHTS
51.0 UNION DELEGATE/EMPLOYEE REPRESENTATIVE FACILITIES
52.0 INDUSTRIAL RELATIONS TRAINING LEAVE
53.0 TOOL BOX MEETINGS
54.0 RIGHT OF ENTRY

PART 8 - SAFETY
55.0 SAFETY OBJECTIVES
56.0 INDUCTIONS
57.0 HEALTH AND SAFETY REPRESENTATIVES
58.0 HEALTH AND SAFETY REPRESENTATIVE MEETINGS
<table>
<thead>
<tr>
<th>Section Number</th>
<th>Section Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>59.0</td>
<td>PROCEDURE WITH DEALING WITH SAFETY ISSUES OR INCIDENTS</td>
<td>56</td>
</tr>
<tr>
<td>60.0</td>
<td>SAFETY SUPERVISOR</td>
<td>58</td>
</tr>
<tr>
<td>61.0</td>
<td>SAFETY COMMITTEE</td>
<td>58</td>
</tr>
<tr>
<td>62.0</td>
<td>TRAINING FOR OHS REPRESENTATIVES</td>
<td>59</td>
</tr>
<tr>
<td>63.0</td>
<td>PERSONAL PROTECTIVE EQUIPMENT</td>
<td>59</td>
</tr>
<tr>
<td>64.0</td>
<td>ADDITIONAL SAFETY PROVISIONS (HEAVY MATERIALS, STAND-BY DRIVERS AND CRANE CREWS)</td>
<td>59</td>
</tr>
<tr>
<td>65.0</td>
<td>DRUG AND ALCOHOL POLICY</td>
<td>60</td>
</tr>
<tr>
<td>PART 9</td>
<td>AGREEMENT MATTERS</td>
<td>61</td>
</tr>
<tr>
<td>66.0</td>
<td>POSTING OF AGREEMENT</td>
<td>61</td>
</tr>
<tr>
<td>PART 10</td>
<td>SITE ISSUES</td>
<td>62</td>
</tr>
<tr>
<td>67.0</td>
<td>AMENITIES</td>
<td>62</td>
</tr>
<tr>
<td>68.0</td>
<td>SITE ISSUES</td>
<td>64</td>
</tr>
<tr>
<td>PART 11</td>
<td>INDUSTRY MODERNISATION</td>
<td>65</td>
</tr>
<tr>
<td>69.0</td>
<td>WORKPLACE MODERNISATION</td>
<td>65</td>
</tr>
<tr>
<td>70.0</td>
<td>SIGNATORIES</td>
<td>67</td>
</tr>
</tbody>
</table>
Part 1 - Application and Operation

1.0 TITLE
1.1 This Agreement is known as Probuild Constructions (Aust) Pty Ltd, its Employees and the CFMEU (Victorian Construction and General Division) Enterprise Agreement 2016-2018 (the Agreement).

2.0 DEFINITIONS
2.1 In this Agreement:
   Associated Entity has the meaning given by section 50AAA of the Corporations Act 2001;
   Award means the Building and Construction General On-site Award 2010 as amended from time to time;
   Building Code means the Building Code 2013;
   CBUS means the Construction and Building Unions Superannuation Scheme;
   Continuous service means the period of service of an Employee notwithstanding the employee's absence from work for any of the following reasons:
   - annual leave, personal leave or parental leave;
   - illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
   - any other authorised unpaid leave up to a maximum of four weeks;
   - jury service;
   - injury received during the course of employment and up to a maximum of 52 weeks for which the employee received worker's compensation;
   - where called up for military service for up to three months in any qualifying period;
   - long service leave; and
   - any reason satisfactory to the employer, provided the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration;
   Continuous shiftworker (see definition of shiftwork below) for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of Probuild) and who is regularly rostered to work those shifts;
   CPI Increase means the All Groups Melbourne CPI;
   DIBP means the Department of Immigration and Border Protection, and its predecessor and successor (if any) agencies;
   Disputes Panel means the Victorian Building Industry Disputes Panel;
Employees means employee of Probuild who are construction workers engaged in general building and construction;

Probuild means Probuild Constructions (Aust) Pty Ltd ABN: 93 095 250 945 / the Employer;

Fair Work Act means the Fair Work Act 2009 (Cth) as amended from time to time;

FWC means the Fair Work Commission;

HSR/ Health and Safety Representative means a member of a designated work group elected to represent the designated work group on matter relating to occupational health and safety

Ordinary Time Earnings for all purposes in this agreement has the same definition is as defined by Superannuation Guarantee Ruling L009/2. Without limiting the fullness of this definition, in summary and in the context of this agreement, this includes:

1. wages and allowances earned in respect of ordinary working hours (see clause 33.0) but excluding any wages and allowances earned in the performance of overtime; and

2. shift loading;

NES means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth);

OHS Act/ Occupational Health and Safety Act means the Occupational Health and Safety Act 2004 (Vic) from time to time;

Party or Parties to this Agreement means Probuild, its Employees and/or the Union as a representative of its members as the context requires;

Project means building and construction works performed on a site or combination of sites:

i. for an enterprise or undertaking carefully planned to achieve a particular result;

ii. with a clearly established entity or entities that exercise control over its development; and

iii. contains a scope sufficiently definable at any given point during the project to enable its proper definition and costing for the purpose of determining the appropriate site allowance;

Project Value including Total Project Value means the value of the Project (as defined above), comprising of:

i. Preliminary costs and profit margin;

ii. Trade packages (including supplier and subcontractor costs), and

iii. Provisional sums;

Redundancy means a situation where an employee ceases to be employed by Probuild to whom this agreement applies, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning;

Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation;

Union or CFMEU means the Construction, Forestry, Mining and Energy Union (General and Construction Division, Victorian and Tasmanian branch); and

VEVO means the Department of Immigration Border Protection, Visa Entitlement Verification Online system.
3.0 DATE AND PERIOD OF OPERATION

3.1 This Agreement will operate from the date 7 days after it is approved by the FWC and shall have a nominal expiry date of 30 June 2018. This Agreement will continue to operate after its nominal expiry date unless it is replaced by another enterprise agreement or terminated in accordance with the Fair Work Act.

4.0 SCOPE OF AGREEMENT

4.1 This Agreement applies in the State of Victoria and covers:
(a) Probuild;
(b) the Employees; and
(c) the Union (provided the Union gives notice it wants to be covered by the Agreement and FWC notes the Union is covered under subsection 201(2) of the Fair Work Act when the Agreement is approved); but
(d) Construction work in the cottage/housing industry shall not fall within the scope of this Agreement. For the purposes of this Agreement, cottage/housing industry means the construction, erection, assembly, maintenance ornamentation or demolition of a single occupancy dwelling and multiple occupancy residential units being of not more than two living levels height.

4.2 On or after 1 January 2017, for Employees performing work on an apartment building between two and four living levels height above ground (inclusive), the express provisions of this Agreement (with the exception of clause 24.0 (Wage Rates) and clause 33.0 (Hours of Work) of this Agreement) will not apply and instead, the incorporated Award terms will apply.

4.3 Associated Entity
(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of Probuild and performs the same work or substantially the same work for the Associated Entity of Probuild, the Agreement will continue to cover the Employee.
(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for Probuild.

5.0 RELATIONSHIP TO AWARDS, AGREEMENTS AND OTHER DOCUMENTS

5.1 Subject to this clause, the Award is incorporated into and forms part of this Agreement.

5.2 If there is any inconsistency between an express term of this Agreement and an incorporated Award term, the express term of the Agreement will prevail to the extent of any inconsistency.
6.0 INTERPRETATION

6.1 Whilst this Agreement does not incorporate any of the terms of the National Building and Construction Industry Award 2000 in operation as at 31 December 2009 (2000 Award), the Parties intend that the Agreement will be interpreted so as to ensure that Employees employed at the time the Agreement is made will not suffer any disadvantage due to the non incorporated 2000 Award terms.

7.0 OBJECTIVES AND COMMITMENTS

7.1 The Objectives of this Agreement are:

(a) To promote fair, cooperative and productive workplace relations in the building and construction industry;

(b) To promote workplace reform;

(c) To provide a detailed set of agreed employment benefits, conditions, rights and obligations;

(d) to establish practices that support clause 7.1(a) above;

(e) to support the implementation of highest possible levels of OHS practices, procedures and training;

(f) to ensure that fair and equitable employment practices are applied in the workplace;

(g) to improve efficiency in the workplace;

(h) to provide for the establishment and observance of an effective disputes settlement procedure; and

(i) To involve the Employees and their representatives when requested at the earliest stage of any dispute or potential dispute in accordance with the dispute resolution procedure.

7.2 The Parties to this Agreement commit themselves to ensuring that:

(a) The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.

(b) The Agreement is consistent with the provisions of the Fair Work Act.

(c) Productivity gains will not be achieved at the expense of health and safety standards.

(d) The disputes settlement procedures provided herein are strictly adhered to.

(e) Employment should wherever possible be full time and ongoing.

8.0 SEVERABILITY

8.1 It is the intention of the Parties to this Agreement that the Agreement contains only permitted matters under the Fair Work Act.

8.2 The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of section 253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.

8.3 All terms should be interpreted in a manner that would make them permitted matters.
9.0 FLEXIBILITY ARRANGEMENTS

9.1 Probuild and an Employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement:

(a) only varies the effect of
   
   Clause 44.044.0 Parental Leave
   Clause 40.8 Compassionate Leave
   Clause 43.0 Jury Service

(b) meets the genuine needs of Probuild and Employee in relation to the matter mentioned in clause 9.1(a) above:
   
   i. is genuinely agreed to by Probuild and Employees; and
   ii. is not inconsistent with section 55 of the Fair Work Act.

9.2 Probuild must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act;

(b) are not unlawful terms under section 194 of the Fair Work Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.3 Probuild must ensure that the terms of the individual flexibility arrangement

(a) is in writing;

(b) includes the name of Probuild and the Employee;

(c) is signed by Probuild and the Employee (if the Employee is under the age of 18, signed by a parent or guardian of the Employee);

(d) includes details of:
   
   i. the terms of this Agreement that will be varied by the arrangement;
   ii. how the arrangement will vary the effect of the terms;
   iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
   iv. states the day on which the arrangement commences.

9.4 Probuild must give the Employee a copy of the individual flexibility arrangement within fourteen days.

9.5 Upon request by the relevant Employee(s), Probuild must provide copies of all flexibility agreements made under this clause to the Union/Union Delegate/Employee Representative.

9.6 Probuild or Employee may terminate the individual flexibility arrangement by giving not more than 28 days' written notice to the other Party to the arrangement; or if Probuild and Employee agree in writing at any time.
10.0 DISPUTES SETTLEMENT PROCEDURE

10.1 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 or any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

10.2 Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

10.3 All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

10.4 In the event of any work related grievance arising between Probuild and an Employee or Employees, the matter shall be dealt with in the following manner:

(a) The matter shall be first submitted by the Employee/s or his/her job delegate/employee representative or other representative, to the site foreperson I supervisor or the other appropriate site representative of Probuild, and if not settled, to a more senior Probuild representative.

(b) Alternatively, Probuild may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

(c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior Probuild representative.

(d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to the Victorian Building Industry Disputes Panel (which shall deal with the dispute in accordance with the Panel Charter).

(e) Either party or their representative may, within 14 days of a decision of the Panel, refer that decision to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.

10.5 This procedure shall be followed in good faith without unreasonable delay.
10.6 If any party fails or refuses to follow any step of this procedure the non breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWC.

10.7 All Parties will cooperate with the requests of the Disputes Panel including requests to provide substantiating information or undertaking an independent audit of matters arising from this Agreement. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.

11.0 CONSULTATION

11.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a Project.

11.2 Consultative Committees may be set up for this purpose.

11.3 If Probuild has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, Probuild must notify the Employee(s) who will be affected by the decision.

11.4 As soon as practicable and prior to implementation, Probuild must discuss with the relevant Employees and/or their nominated representative(s) (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. Probuild must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

11.5 For the purposes of the discussion Probuild will provide the relevant Employees and/or their nominated representative(s) in writing:

(a) All relevant information about the change including the nature of the change proposed;
(b) Information about the expected effects of the change on the Employees; and
(c) Any other matters likely to affect the Employees.

11.6 However, Probuild is not required to disclose confidential or commercially sensitive information.

11.7 Probuild must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

11.8 "Significant Effects" under this clause 11.0 include termination of employment (including redundancy), major changes in the composition, operation or size of Probuild's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

11.9 Consultation about changes to rosters or hours of work

11.10 Where Probuild proposes to change an Employee's regular roster or ordinary hours of work, Probuild must consult with the Employee(s) affected and, if required their representative, about the proposed change.

11.11 As soon as practicable after proposing to introduce the change, Probuild must:

(a) discuss with the relevant Employees the introduction of the change; and
(b) for the purposes of the discussion, provide to the relevant Employees and their representative if requested by the Employees:

v. all relevant information about the change, including the nature of the change; and

vi. information about what Probuild reasonably believes will be the effects of the change on the Employees; and

vii. information about any other matters that Probuild reasonably believes are likely to affect the Employees; and

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union.

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

11.12 These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.

12.0 FLEXIBILITY ARRANGEMENTS ON SIGNIFICANT, MAJOR OR UNUSUAL PROJECTS

12.1 The Parties are committed to working together, in a manner consistent with the terms of the Agreement, to promote productivity and ensure the elimination of any matters which may otherwise give rise to an industrial disputation. Accordingly, if Probuild requires the implementation of productivity measures specific to a significant, major or unusual Project, Probuild will consult with the affected Employee(s) and the Union and any other nominated representative, in accordance with this clause.

12.2 Without limiting the general intention of this clause, the Parties recognise a particular requirement for establishing flexible starting times for high rise buildings beyond twenty storeys as well as to develop working arrangements that facilitate a maximum efficient movement of the workforce whilst still protecting the rights of individual Employees. During consultation under this clause, other matters that may be discussed will include:

(a) Scheduled shutdowns;

(b) Safety;

(c) Work on RDOs; and

(d) Opportunities to promote employment of apprentices and diversity of employment.

12.3 Where the significant, major or unusual Project is in a regional area, consultation will also occur to provide opportunity for employment of local labour.

12.4 Consultation shall commence as soon as practicable, following the announcement of the significant, major or unusual Project. In order to facilitate consultation, Probuild will provide:

(a) All relevant information about the significant, major or unusual Project including the nature of the significant, unusual and major Project proposed;

(b) Information about the expected effects of the significant, major or unusual Project on the employees; and

(c) any other matter that is relevant to the significant, major or unusual Project.
12.5 However, Probuild is not required to disclose confidential or commercially sensitive information about the significant, major or unusual Project.

12.6 For the purposes of this clause 'consultation' involves Probuild proposing productivity measures for the significant, major or unusual Project and the Employees and the Union and any other nominated representative giving prompt and genuine consideration to those proposed measures of Probuild.

12.7 Any Party may seek the assistance of the Disputes Panel to facilitate consultation under this clause at any time.
Part 3 - Types of Employment and Termination of Employment

13.0 CONTRACT OF EMPLOYMENT

13.1 Daily Hire Employment

13.2 With the exception of casual Employees, all Employees covered by this Agreement shall be engaged as daily hire Employees, other than those employed as mechanical plant operators pursuant to the Award.

13.3 Casual Employment

(a) A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

(b) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal leave, parental leave, paid jury service and public holidays.

(c) On each occasion a casual Employee is required to attend work the employee shall be entitled to payment for a minimum of eight hours work plus the relevant fares and travel allowance.

(d) A casual Employee for working ordinary hours shall be paid 125 percent of the hourly rate prescribed in this Agreement for the employees' classification.

(e) A casual Employee required to work overtime or weekend shall be entitled to the relevant penalty rates prescribed in this Agreement.

(f) A casual Employee required to work on a public holiday shall be paid the relevant penalty rates prescribed in this Agreement.

(g) Termination of all casual employment shall require one hours notice on either side or the payment or forfeiture of one hours pay, as the case may be.
13.4 Casual Conversion
(a) A casual Employee may be employed by Probuild on a regular and systematic basis for any period not exceeding six weeks. If the employment is to continue on a regular and systematic basis beyond six weeks the Employee must then be employed as a daily hire employee pursuant to this Agreement.
(b) Clause 13.4(a) above shall not apply to a casual Employee who has been engaged by Probuild to perform work on an occasional basis and whose work pattern is not regular and systematic.

14.0 APPRENTICES
14.1 The Parties commit to the ongoing responsibility to contribute to the training of new tradespersons for the building and construction industry.
14.2 Subject to the terms of this Agreement, the laws applicable to apprentices in Victoria will apply. In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation.
14.3 No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship agreement.
14.4 Where an apprentice is required to attend training on a rostered day off shall be afforded another ordinary working day off as a substitution for the rostered day off.
14.5 Apprentice Supervision
(a) All apprentices shall be supervised by an appropriately qualified tradesperson.
(b) The application of this clause shall not be used to displace existing Employees.
14.6 Adult Apprentices
(a) Apprentices who are 21 years of age and over at the time of entering into an apprenticeship with Probuild will be paid at a minimum the CW1 Labourer rate under the Award.
14.7 Incolink Entitlement and Redundancy Procedure for Apprentices
(a) Apprentices will be registered with Incolink and should be recorded in accordance with the Trust Deed and receive the benefits as provided in the Trust Deed.
14.8 Training and Related Matters
The Parties recognise that in order to increase the efficiency and productivity of Probuild, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore the parties agree:
(a) If Probuild employs five (5) or more tradespersons in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed accredited group apprenticeship scheme.
(b) If Probuild does not currently have an apprentice as provided for in paragraph a), reasonable time shall be allowed to enable Probuild to comply with this clause. Further, the parties are committed to a strong ratio of apprentices in the industry.

(c) All apprentices must attend their official off-site apprenticeship training at a Registered Training Organisation ("RTO") that is acceptable to the apprentice and Probuild. The preferred RTOs are the established TAFE college network, but private RTOs may be used if agreed to by the parties.

(d) Probuild is committed to 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;

(e) Probuild will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning); and

(f) Probuild will use agreed accredited training providers to provide training as contemplated by this clause to employees.

(g) The Parties will consult on the development of training programs which are consistent with the following:
   i. Training provided will be consistent with Probuild’s business requirements, relevant to the work of the employees, consistent with the skills development of each employee and with applicable national competency standards.
   ii. Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.
   iii. If an approved training activity is undertaken during ordinary working hours, the Employee(s) concerned shall not suffer any loss of pay.
   iv. Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of Probuild, 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 Probuild.
   v. Training costs of courses approved by Probuild will be met by Probuild (e.g. White Card).
   vi. Probuild will not be asked to meet the costs of training undertaken by employees which was not approved by Probuild.
   vii. Leave of absence granted pursuant to this clause shall count as service for all purposes of the Award and this Agreement.

14.9 Apprentice wage formula

(a) Apprentice wages will be calculated as follows:
   i. From the CW3 pay rate as prescribed in this Agreement, the following amounts will be deducted:
      2. Industry Allowance as prescribed from time to time by clause 21.2 of the Award; and
      3. Tool Allowance as prescribed from time to time by clause 20.1 of the Award.
   ii. A percentage of the amount derived in accordance with clause 14.9(a)(i) will be calculated at the proportions prescribed in the Award (calculated to the nearest 10 cents, less than five cents to be disregarded).
The Industry Allowance as prescribed from time to time by clause 21.2 of the Award and Tool Allowance as prescribed from time to time by clause 20.1 of the Award will then be added to the amount derived in clause 14.9(a)(ii) to arrive at the appropriate Apprentice wage figure.

iv. Apprentices’ actual rates of pay are set out in Appendix B.

(b) Daily Fares and Travel Allowance for apprentices will be a proportion of the Daily Fares and Travel Allowance in clause 25.5 being as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Proportion (see clause 25.12 of the Award)</th>
<th>1-Jul-16</th>
<th>1-Mar-17</th>
<th>1-Mar-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>75%</td>
<td>$30.75</td>
<td>$32.25</td>
<td>$33.75</td>
</tr>
<tr>
<td>2nd Year</td>
<td>85%</td>
<td>$34.85</td>
<td>$36.55</td>
<td>$38.25</td>
</tr>
<tr>
<td>3rd Year</td>
<td>90%</td>
<td>$36.90</td>
<td>$38.70</td>
<td>$40.50</td>
</tr>
<tr>
<td>4th Year</td>
<td>95%</td>
<td>$38.95</td>
<td>$40.85</td>
<td>$42.75</td>
</tr>
</tbody>
</table>

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

(d) Upon successful completion of each year of an apprenticeship and upon providing proof of that successful completion, Probuild will reimburse the apprentice for the tuition fees paid for that year within two months of completion.

15.0 SECURITY OF EMPLOYMENT

15.1 Probuild is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of Probuild. Subject to the terms of this Agreement, daily hire (and weekly hire for mechanical plant operators) employment is the preferred type of employment under this Agreement.

15.2 Probuild will take all measures to achieve employment security for the daily hire Employees (and weekly hire for mechanical plant Employees) of Probuild.

15.3 Probuild agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes Occupational Health & Safety and Equal Opportunity principles and practices in the workplace and appropriate representation of Employees should they so request. Probuild will ensure that its employment practices are consistent with the above principles and practices.

15.4 Sham Contracting

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

(b) In this clause, "sham contracting" is where:
i. An employer employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the employer is a contract for services under which the individual performs, or would perform, work as an independent contractor;

ii. An employer dismisses, or threatens to dismiss, an individual who is an employee of the employer and performs particular work for the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or

iii. An employer employs, or has at any time employed, an individual to perform particular work makes a statement that the employer knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the employer.

(c) Clause 15.4(b)(i) does not apply if the employer proves that, when the representation was made, the employer did not know and was not reckless as to whether the contract was a contract of employment rather than a contract for services.

(d) Any use of sham contracting is a breach of this Agreement.

(e) Where a sham contracting arrangement has been reasonably alleged and is unable to be resolved at the workplace level, any Party may refer the allegation directly to the Disputes Panel for conciliation and/or resolution under clause 10.4(d) of this Agreement. All Parties will cooperate with the requests of the Disputes Panel including requests to provide substantiating information or undertaking an independent audit of their arrangements. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.

(f) Where the sham contracting allegation exists on the Employer’s project, the Employer will make itself available to assist the disputes resolution procedure.

(g) Where the Disputes Panel Chair deems it necessary due to seriousness of the allegations and/or his/her findings, the Chair may refer the matter to the appropriate government authority.

(h) Where it is agreed or determined by the Disputes Panel or FWC that a sham contract was in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement plus the site allowance (if applicable), plus the multi-storey allowance and an additional 75% loading to cover entitlements other than CBUS and Incolink. Any difference between the hourly rate paid to the Employee, plus CBUS and Incolink will form the settlement for breach of this clause. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.

(i) Probuild must ensure that a person engaged to undertake building work as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.

(j) The Parties agree that the practice of paying "all-in" rates, including the practice of paying such rates to a corporation nominated by the Employee to receive such remuneration on his or her behalf constitutes a serious breach of this Agreement.
Probuild, its Employees and CFMEU (VIC) Enterprise Agreement 2016-2018

15.5 Supplementary labour

(a) If Probuild wishes to engage supplementary labour to perform work performed by its Employees under this Agreement, Probuild must first consult in good faith with the affected Employees.

(b) Following consultation and subject to this clause, the decision whether to engage supplementary labour is a decision of Probuild alone. Any dispute as to the application of this clause will be dealt with under the disputes settlement procedure under clause 10.0 of this Agreement. Probuild will take reasonable steps to ensure that all supplementary labour is engaged on lawful terms and conditions.

16.0 VISA COMPLIANCE

16.1 Probuild will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement. Before employing overseas workers on any temporary visa, the Parties will confer to ensure that all parties are satisfied that all laws in relation to sponsorship, engagement and employment of a person who is not an Australian citizen.

16.2 Should the Parties find themselves in disputation under this clause as to whether an Employee is entitled to work in Australia and/or is paid the appropriate rates, and the dispute is not able to be resolved at the workplace level, the matter shall be referred to the Disputes Panel under clause 10.4(d) of the Agreement.

16.3 Probuild will maintain HR systems (including utilising the Visa Entitlement Verification Online (VEVO) system on an ongoing basis), to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.

16.4 Existing and prospective Employees will be required to complete an Authority obtained from the Department of Immigration and border Protection (DIBP) with details of immigration status. No person will be allowed to undertake any work for Probuild unless it is verified that he/she has the right to work in Australia.

17.0 NOTICE OF TERMINATION

17.1 Daily Hire - Tradespersons & Labourers
One days’ notice of termination shall be given by either side, or one day’s pay shall be paid or forfeited.

17.2 Weekly Hire - Mechanical Plant Operators
If Probuild decides to terminate the employment of a Mechanical Plant Operator, Probuild shall give the Mechanical Plant Operator the following notice:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year or less</td>
<td>One week</td>
</tr>
<tr>
<td>Over one year &amp; up to the completion of three years</td>
<td>Two weeks</td>
</tr>
<tr>
<td>Over three years &amp; up to the completion of five years</td>
<td>Three weeks</td>
</tr>
<tr>
<td>Over five years</td>
<td>Four weeks</td>
</tr>
</tbody>
</table>
In addition to the above notice, Employees over 45 years of age with not less than two years continuous service shall be entitled to an additional week’s notice.

Notice of resignation by the Mechanical Plant Operator - The notice given by a Mechanical Plant Operator shall be the same as that required of Probuild except that there shall be no additional notice based on the age of the Mechanical Plant Operator concerned.

17.3 Termination without Notice
(a) Probuild may terminate an Employee’s employment without notice if the Employee engages in serious misconduct.

17.4 Termination prior to a Public Holiday
(a) If Probuild terminates the employment of an Employee, Probuild will pay the Employee a day’s ordinary wages for each public holiday prescribed in this Agreement which falls within 10 consecutive calendar days after the date the Employee’s employment is terminated. For clarity, day one is the day after the Employee’s employment was terminated.
(b) Where 2 or more of the holidays fall within a 7 day span, such holidays shall be a ‘group’ of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date the Employee’s employment is terminated, the whole group shall be deemed to fall within the 10 consecutive days, and the Employee will be paid a day’s ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Year’s Day (or days in lieu thereof) shall be regarded as a group.

18.0 ADDITIONAL PROVISIONS
18.1 Upon termination of employment, Probuild shall pay each terminated Employee all accrued entitlements and other wages owing and provide a separation certificate within 2 business days of termination, unless otherwise agreed in writing between Probuild and Employee, or the Employee shall be entitled to claim payment for all time beyond the two working days, up to a maximum of 8 hours per day, including Saturday and Sunday, until the entitlements are paid.

18.2 Within 2 days of termination Probuild will supply the relevant paperwork to allow an Employee to access their Incolink Redundancy Fund. Within one week of termination, Probuild will comply with reporting of remaining sick days to Incolink for the purpose of Portable Sick Leave.

19.0 REDUNDANCY
19.1 Subject to the following procedure, it is agreed that it is Probuild’s prerogative to determine the order of selection of Employees for employment or retrenchment.

19.2 All relevant legislation governing unfair dismissal, discrimination etc. will be observed.

19.3 Voluntary terminations will be encouraged as a first step.

19.4 The seniority of employees - within classifications, experience or skills held - will be observed by Probuild in selecting employees for retrenchment.

19.5 The dispute settlement procedures set out in Part 2 will apply in the event of any concerns arising regarding retrenchments.
19.6 An Employee is entitled to access his/her redundancy payments when they cease to be employed by Probuild. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the Award or the entitlement of the Employee under the Incolink Number 1 Fund Trust deed (or under the constituting documents of any fund nominated by Incolink under this clause).

20.0 INDUSTRY FUND COMPLIANCE

20.1 Probuild shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes Incolink, CBus and Co-Invest.

20.2 It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry schemes to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

20.3 On commencement, and in accordance with fund procedures, Probuild shall register the Employee/s with the relevant industry funds. These are CBUS for superannuation, Incolink for severance pay and income protection insurance, and Co-InVEST for long service entitlements.

20.4 It is a specific requirement that Probuild shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.

20.5 When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or Probuild's compliance with payments and/or registration with the abovementioned funds or schemes, Probuild shall provide to the Employee, or their representative if requested by the Employee, all relevant information to assist in resolving any concerns.

20.6 Failure to Make Payments to Industry Funds etc.

(a) If a person covered by this Agreement has a genuine and reasonable belief that Probuild has failed to comply with clauses 20.020.0 to 23.023.0 (inclusive) the following process will apply:
   i. the person or their representative must notify Probuild in writing of the alleged non-compliance and what must be done to remedy it;
   ii. the parties must consult in good faith in an effort to resolve the matter;

20.7 Any disputes related to this clause shall be dealt with via the disputes procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.

20.8 Additional Remedy for Non-Compliance with Superannuation.

(a) If Probuild does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme Probuild shall be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, Probuild shall pay the earnings on the relevant Trust Deed and the Fund or scheme that accrue during the pay of non-payment. The requirement for Probuild to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund.
Probuild, its Employees and CFMEU (VIC)
Enterprise Agreement 2016-2018

21.0 CBUS SUPERANNUATION

21.1 Probuild shall be, and remain during the life of this Agreement, a participating Probuild in the Construction and Building Unions Superannuation Scheme (Cbus). No Employee shall commence employment unless he/she is a registered member in Cbus.

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

<table>
<thead>
<tr>
<th>Weekly Rate</th>
<th>1/7/2016</th>
<th>1/7/2017</th>
<th>1/7/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$205.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$215.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$225.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21.3 The level of contributions paid on behalf of each Apprentice shall be:

<table>
<thead>
<tr>
<th>Level Percentage</th>
<th>1st Year 55%</th>
<th>2nd Year 70%</th>
<th>3rd Year 85%</th>
<th>4th Year 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/7/2016</td>
<td>$112.75 per week</td>
<td>$143.50 per week</td>
<td>$174.25 per week</td>
<td>$205 per week</td>
</tr>
<tr>
<td>From 1/7/2017</td>
<td>$118.25 per week</td>
<td>$150.50 per week</td>
<td>$182.75 per week</td>
<td>$215 per week</td>
</tr>
<tr>
<td>From 1/7/2018</td>
<td>$123.75 per week</td>
<td>$157.50 per week</td>
<td>$191.25 per week</td>
<td>$225 per week</td>
</tr>
</tbody>
</table>


21.5 All superannuation contributions shall be paid monthly as required by the trust deed.

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

22.0 CO-INVEST (LONG SERVICE LEAVE)

22.1 Long Service Leave Scheme

(a) Long service leave shall be in accordance with and provided by Co-Invest.

(b) All Employees will be registered by Probuild with Co-Invest. When an Employee has accrued an entitlement to long service leave, and after giving 4 weeks' notice to Probuild, the Employee will be entitled to take such leave, subject to agreement with Probuild. Agreement for leave will not be unreasonably withheld by Probuild.

23.0 INCOLINK

23.1 Redundancy Contributions

23.2 Probuild is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 1 ("Incolink Number 1 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the employees of Probuild within the scope of this Agreement will be enrolled in the Incolink Number 1 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.
Probuild, its Employees and CFMEU (VIC) Enterprise Agreement 2016-2018

23.3 Probuild shall pay contributions to the Incolink Number 1 Fund on behalf of each employee (other than apprentices) on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 23.6, Probuild shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.

23.4 The liability of Probuild to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 1 Fund, or by another fund nominated by Incolink under clause 23.6 hereof.

23.5 References in this clause to "Incolink Number 1 Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purpose of this Agreement as a fund which supersedes the Incolink Number 1 Fund.

23.6 Income Protection, Trauma and Journey Insurance

23.7 Probuild is, and will remain during the life of this Agreement, a participating Probuild in the Incolink Number 1 Fund (or other redundancy fund of which Incolink is a trustee) and an Probuild member of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd. IPT Agency Co Ltd and IPT Agency Co (No. 2) Ltd administer the insurance schemes covering income protection, trauma and journey accidents (Income Protection, Trauma and Journey Accidents Insurance Schemes).

23.8 Probuild shall pay contributions to IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant) on behalf of each employee of Probuild employed within the scope of this Agreement, on a monthly basis, in accordance with the Constitution of IPT Agency Co Ltd or IPT Agency Co (No. 2) Ltd (as relevant).

23.9 Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an employee of Probuild employed within the scope of this Agreement will:

(a) **(Income Protection)** receive defined weekly payments available from Incolink as outlined in the table below in the event of an extended work absence arising from any personal illness or injury that occurs at the time the employee is an employee of Probuild.

<table>
<thead>
<tr>
<th>Date</th>
<th>Benefit (per week)</th>
<th>Probuild Weekly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 October 2016</td>
<td>$1,400</td>
<td>$19.05</td>
</tr>
<tr>
<td>1 October 2017</td>
<td>$1,450</td>
<td>$21.05</td>
</tr>
<tr>
<td>1 October 2018</td>
<td>$1,500</td>
<td>$23.05</td>
</tr>
<tr>
<td>1 October 2019</td>
<td>$1,500</td>
<td>$24.05</td>
</tr>
<tr>
<td>1 October 2020</td>
<td>$1,525</td>
<td>$25.05</td>
</tr>
</tbody>
</table>

(b) **(Trauma)** receive or have paid on their behalf financial compensation in the event of a major work related accident (i.e. WorkCover) resulting in the death or permanent disablement of the employee and occurring at the time the employee is an employee of Probuild (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink).

(c) **(Journey Accidents)** receive payments in accordance with the terms of the insurance policy for the duration of the employee’s absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:
i. the absence is because the employee is unable to work due to injuries resulting from any accident incurred during journey between the employee’s residence and the workplace, that occurs at the time the employee is an employee of Probuild; and

ii. all such absences are supported by certification of a duly authorized medical practitioner and indicating the causal nexus between the travel to and from work and the employee’s inability to attend for work.

23.10 Portability of Sick Leave

(a) Probuild is, and will remain during the life of this Agreement, a participating Probuild in the Construction Industry Complying Portable Sick Leave Pay Scheme ("Incolink PSL Scheme") Incolink is trustee, and all the Employees of Probuild within the scope of this Agreement will be enrolled in the Incolink PSL Scheme and be entitled to sick leave benefits in accordance with the terms of the Trust Deed.

(b) Probuild shall pay contributions to the Incolink PSL Scheme on behalf of each Employee on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under clause 46.12 hereof, Probuild shall pay contributions to that fund on behalf of each Employee on a weekly basis and in accordance with the constituting documents of that other fund.

(c) References in this clause to "Incolink PSL Scheme" include a reference to another fund for comparable purposes nominated by Incolink as a fund which supersedes the Incolink Number 1 Fund.

23.11 Funding for Training

(a) In furtherance of the objectives of clause 31.1 hereof, and as a further initiative to enhance the employment and career opportunities of the employees’ covered by this Agreement, the Parties will continue to facilitate on-going training to improve occupational health & safety in the industry and to improve employees work skills so as to advance progression to higher industry skill levels.

(b) To support the cost of these training initiatives Probuild will make a payment of $4.50 per Employee per week, such monies to be paid into Incolink to support that body’s continued training funding initiatives.

(c) Provided that the Incolink arrangements be appropriately ordered so as to provide for:
   i. Joint Probuild/union management of the training funding;
   ii. Access to funding in accordance with agreed guidelines, by all participating Probuilds and unions.

(d) In the event of Incolink being unable to provide the above facility, the parties agree to establish an alternative mechanism with the intention of meeting the commitments expressed herein.

(e) The liability of Probuild to pay for the cost of training courses they approve in accordance with clause 31.131.1, shall be met by the making of the contributions on behalf of each employee as required by this clause.
Part 4 - Classifications and Minimum Wage Rates

24.0 WAGE RATES

24.1 All Employees working under this Agreement shall be classified according to Schedule B of the Award. Parties can refer to the classification structure set out in Appendix A as a guide.

24.2 Wages will be increased by 5% (Wage Rates) delivered from each Pay Period listed below:
   From 1st Pay Period commencing on or after 1 July 2016
   From 1st Pay Period commencing on or after 1 March 2017
   From 1st Pay Period commencing on or after 1 March 2018

24.3 Wage Increment: Wages and allowances will increase by 3% on 1 March 2019.

24.4 These rates of pay are inclusive of the following award prescribed entitlements:
   (a) Base Rates of Pay
   (b) Supplementary Payment
   (c) Safety Net Adjustment
   (d) Special Allowance
   (e) Follow the Job Loading
   (f) Industry Allowance
   (g) Tool Allowance

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

25.0 ALLOWANCES

25.1 Site allowances shall be paid in accordance with the formula which appears in Appendix C.

25.2 Multi-Storey Allowance

25.3 In addition to the wage rates and site allowances provided in this Agreement, a multi-storey allowance will be applicable in accordance with Clause 21.4 of the Award as prescribed from time to time. The applicable rate for multi-storey allowance will be calculated in accordance with clause 21.4(f) of the Award as prescribed from time to time.

25.4 Daily Fares and Travel Pattern Allowance
Probuild, its Employees and CFMEU (VIC) Enterprise Agreement 2016-2018

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

Payments shall be as follows:

1/7/16 $41.00 per day
1/3/17 $43.00 per day
1/3/18 $45.00 per day

25.6 From the nominal expiry date of this Agreement, fares and travel allowance will be adjusted in accordance with CPI increase measured in the twelve month period ending the previous December quarter.

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

25.8 Living Away From Home Allowance

25.9 When Employees are to be engaged on a Project requiring them to live away from home, the provisions of Appendix I will apply in determining their entitlement and the conditions whilst they are living away from home.

25.10 Expense-Related & Other Award Prescribed Allowances

All expense-related and other incorporated Award allowances not specifically addressed by this Agreement will be paid at the current applicable rate provided by the Award.

25.11 Geographic Area and Sector Specific Allowances, Conditions And Exceptions.

The following allowances and conditions shall apply where relevant:

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

25.12 Amounts payable in lieu of site allowance:

(a) Fast Food Allowance: Probuild shall pay an allowance of $2.55 ph on all fast food construction, and on refurbishment with building permit value in excess of $437,000.

These amounts shall be increased during the life of this Agreement as follows:

<table>
<thead>
<tr>
<th></th>
<th>Allowance</th>
<th>Building Permit Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 July 2016</td>
<td>$2.55</td>
<td>$437,000</td>
</tr>
<tr>
<td>From 1 March 2017</td>
<td>$2.60</td>
<td>$445,000</td>
</tr>
<tr>
<td>From 1 March 2018</td>
<td>$2.65</td>
<td>$453,000</td>
</tr>
</tbody>
</table>

Provided that on projects in excess of the site allowance threshold contained in Appendix C, the site allowance prescribed by Appendix C shall apply.

(b) Alpine Areas: Probuild shall pay an Alpine disability allowance of $3.60 worked on projects in alpine areas.

This allowance shall be increased during the life of this Agreement as follows:
Probuild, its Employees and CFMEU (VIC) Enterprise Agreement 2016-2018

<table>
<thead>
<tr>
<th>From</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 July 2016</td>
<td>$3.60</td>
</tr>
<tr>
<td>From 1 March 2017</td>
<td>$3.65</td>
</tr>
<tr>
<td>From 1 March 2018</td>
<td>$3.70</td>
</tr>
</tbody>
</table>

25.13 **Major Events including Phillip Island Motorcycle Grand Prix, Avalon Air Show, Albert Park Formula One Grand Prix, etc**

(a) With the exception of the Albert Park Formula One Grand Prix, Probuild shall pay an allowance of worked on the above projects. This allowance shall be increased during the life of this Agreement as follows:

i. From 1 July 2016 = $3.25
ii. From 1 March 2017 = $3.30
iii. From 1 March 2018 = $3.35

(b) Probuild shall pay the current City of Melbourne (New Projects) site allowance provided for under Appendix C of this Agreement per hour worked on the Albert Park Formula One Grand Prix project.

25.14 **Demolition work**

(a) 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 in lieu of the relevant Site Allowance. This allowance shall be increased during the life of this Agreement as follows:

<table>
<thead>
<tr>
<th>From</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 July 2016</td>
<td>$6.40</td>
</tr>
<tr>
<td>From 1 March 2017</td>
<td>$6.70</td>
</tr>
<tr>
<td>From 1 March 2018</td>
<td>$7.05</td>
</tr>
</tbody>
</table>

(b) Where Employees covered by this Agreement are directly performing major demolition works that would require a permit that allows demolition to perform such work, they will receive the amount provided below in lieu of the relevant Site Allowance:

<table>
<thead>
<tr>
<th>From</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 July 2016</td>
<td>$7.15</td>
</tr>
<tr>
<td>From 1 March 2017</td>
<td>$7.50</td>
</tr>
<tr>
<td>From 1 March 2018</td>
<td>$7.85</td>
</tr>
</tbody>
</table>

25.15 **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 $1.10 per hour extra. This allowance will be
adjusted annually (effective from 1 July) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

(b) Service Core Allowance
   i. Probuild shall pay $1.40 per hour for all work carried out in construction of service core. This allowance will be adjusted annually (effective from 1 July 2016) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).
   ii. For a period of up to five working days, when Employees working in the service core are required to walk beyond four levels and up to a maximum of six levels, they will be paid double the Service Core Allowance.

26.0 CLOTHING ISSUE

26.1 Mandatory equipment
   (a) All Employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on a project.
   (b) These items must be worn at all times as instructed during the site induction process.
   (c) Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced on demand.

26.2 Work clothing

26.3 Two sets of cotton drill protective clothing will be issued to all employees, upon request, within two weeks of commencing work with Probuild. Employees will be made aware of these entitlements at the time of employment.

26.4 The following clothing will be supplied to all Employees:
   (a) Two pairs of overalls; or
   (b) Two combination bib and brace; or
   (c) Two pairs of long trousers and two long sleeved shirts; or
   (d) Work denims at cost no greater than the above three choices.
Probuild, its Employees and CFMEU (VIC) Enterprise Agreement 2016-2018

26.5 All new Employees engaged on Probuild projects between 1 May and 31 August will be issued with one high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis.

26.6 Clothing and footwear will be replaced on a fair wear and tear basis. Probuild will replace any clothing and footwear damaged due to fair wear and tear within a reasonable period following the Employee's request. All items will comply with the relevant Australian Standards and all endeavours will be made to provide clothing that is Australian made. The clothing selected by Probuild will be required to be breathable, light weight, UV stable, have high visibility quality, and have the maximum UPF rating.

26.7 No agreement to pay cash in lieu of supply of clothing/footwear is permitted and Probuild should maintain a register for all protective clothing provided to employees. Where the relevant supplier of clothing/footwear maintains a register, this will meet the requirements of this clause.

26.8 Source of clothing
(a) The Parties seek to provide opportunities to seek to maximise opportunities for Australian, New Zealand and Victorian suppliers (Local Suppliers) to supply on the basis of best value for money for the provision of work clothing to its Employees.
(b) Local Suppliers of clothing will be made aware of opportunities to supply clothing to Probuild.

26.9 Tools
(a) Probuild shall provide on all construction jobs, 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 Probuild shall provide, where possible, a suitable lock-up for Employees' tools within a reasonable distance of the work area of large groups of Employees.
(b) Where an Employee is absent from work because of illness or accident Probuild shall ensure that the Employee’s tools are securely stored during his/her absence.

26.10 Compensation for Loss of Employee Tools
(a) Probuild will replace all Employee tools lost or stolen in accordance with the Award.

27.0 HIGHER DUTIES
27.1 Where an Employee on any one day performs two or more classes of work to which different rates of pay are applicable, Probuild shall pay to the Employee the higher hourly rate for the entire day if the Employee is required to work in that class of work for more than 2 hours, and if for less than 2 hours during any one day the Employee will be paid the higher rate for the time so worked.

28.0 PAYMENT OF WAGES
28.1 All wages, allowances and other monies may be paid by electronic funds transfer which Employee(s) may request be split between up to two accounts.

28.2 Wages and pay slip details shall be made available no later than the cessation of ordinary hours of work on Thursday of each working week.

28.3 Waiting time shall not be payable where an Employee(s) is kept waiting for their wages due to circumstances beyond the control of Probuild.
28.4 During the life of this Agreement, Probuild may by agreement between the Parties alter the pay week to commence on Monday and conclude on Sunday of each week with bank transfers to be effected by midday Thursday.

29.0 WAGE PAYMENT DETAILS

29.1 Payslips

(a) The following particulars of details of payment to each Employee must be included on the Employees' work statement/payslip:

i. Name of the employing Probuild;
ii. Business name, Legal name, trading name ABN/ACN;
iii. Name of Employee;
iv. Employee's classification;
v. Date of payment and period covered by work statement/payslip;
vi. Details of the number of ordinary hours worked;
vii. Details of the number of overtime hours worked;
viii. The ordinary hourly rate and the amount paid at that rate;
ix. The overtime hourly rates and the amounts paid at those rates;
x. The gross wages paid;
xii. The net wages paid;
xiii. Details of any deductions made from the wages;
xiv. Details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave etc.;
xv. Details of Probuild's Incolink and CBUS/superannuation contributions, including when the contribution was made and the amount, and, details of Employee contributions, including when the contribution was made and the amount;

29.2 Work Statement/payslips will be issued to employees within 2 days of payment.

29.3 In addition to the details of payment noted above, Probuild will also keep records of the following:

i. The Employee's date of birth;
ii. The date of commencement of employment;
iii. The Employee's tax file number;
iv. The Employee's Colnvest number;
v. Details of the Employee's:
   1. Daily start and finish time;
   2. Time lunch and crib breaks taken;
vi. Details of allowances paid;

vii. Total gross allowances paid; and
viii. Tax deducted from wages per week and year to date.
30.0 INCLEMENT WEATHER

30.1 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.

30.2 This Inclement Weather clause is to be read and observed in lieu of the provisions of the Award.

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

(a) Definition

i. 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.

(b) Hot weather guidelines

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

ii. When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of work. If work has ceased for two consecutive days due to hot weather and the Bureau of Meteorology (BOM) has forecast that the temperature will reach 35°C on the following day and the BOM has also forecast a cool change for that day, the Employees on site on that day will remain in air conditioned amenities for one and a half hours after the temperature reaches 35°C. If the temperature drops to below 33°C, the Employees will return to work. The Parties will also adopt this procedure for any subsequent days where the BOM forecasts that the temperature will reach 35°C or more.

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

(c) High Winds

i. The occurrence of high winds, whilst constituting ‘inclement weather’ affecting some work processes, does not give rise to an entitlement for any Employee whose work is suspended to leave the site and be paid. Payment will not be made for time so lost. The provisions of clauses 30.4 and 30.5 do not apply to the time any work is suspended due to the effects of high wind.

(d) Temperature Measurement

i. Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station unless otherwise agreed between onsite management and Employee representatives at the commencement of each project. Any dispute under this clause cannot be resolved at the workplace level, it will be referred to the Disputes Panel under clause 10.0 of the Agreement as soon as practicable.

(e) Working Arrangements
The current industry practice whereby all Employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C, will no longer operate.

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

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

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

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

It is expressly agreed that, other than as provided for in 35.9.5, work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of this Agreement, rendering the Employees ineligible for any payment which may otherwise accrue.

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.

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

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.

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.

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. In particular, crane crew will remain on site after four hours whilst any of the remaining structures crew are on site (or in the case of an agreed emergency). Any members of the crane crew remaining on the site after the four hour period will be paid to their planned finish time of that day.

Employees who are required to commence work at or after the end of the ordinary day work hours and when the temperature is at or over 35°C will remain on site in air conditioned amenities for a minimum two hours, holding themselves available to commence work should the temperature fall below 35°C.
vii. Prior to any Employee leaving the site due to inclement weather, consultation shall take place between Employee Representatives and Site Management. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved Employees are denied an entitlement to payment as per this clause.

(g) Entitlement to payment

i. An Employee shall be entitled to payment by Probuild 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:

1. The first period shall be deemed to commence on 28 February 2005 and subsequent periods shall commence at four weekly periods thereafter.

2. An Employee shall be credited with 32 hours at the commencement of each four weekly period.

3. The number of hours at the credit of any Employee at any time shall not exceed 32 hours.

4. If an Employee commences employment during a calendar month the Employee shall be credited 32 hours where the Employee commences on any working day within the first week; 24 hours where the Employee commences on any working day within the second week; 16 hours where the Employee commences on any working day within the third week; and 8 hours where the Employee commences on any working day within the fourth week.

5. No Employee shall be entitled to receive more than 32 hours inclement weather payment in any calendar month.

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.

7. Payment under this clause shall be weekly.

ii. Provided further and subject to clause 30.3(g)(i)(4), 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:

\[ 32 \times \text{Number of hours agreed to be worked during the four week period} \]

\[ \frac{152}{152} \]

(h) Transfers

i. 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:

1. No Employee shall be transferred to an area not affected by inclement weather unless there is work available in the employees’ classification.

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.

3. Employees may be transferred from one site to another site and Probuild shall provide, where necessary, transport.

(i) Conference Requirement and Procedure
i. Probuild, or Probuild's representative, shall, when requested by the Employees or their Employee Representative/Union Delegate, confer (within a reasonable period of time which should not exceed 1/2 hour) for the purpose of determining whether or not conditions are inclement.

ii. Provided that if Probuild or Probuild'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.

(j) Cessation and Resumption of Work

i. At the time Employees cease work due to inclement weather Probuild or Probuild's representative on site and the Employee's representative shall agree and note the time of cessation of work.

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

(k) Safety

i. 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.

30.4 Requirements for Work to Continue on Sites Affected by Wet Weather

(a) Where Employees are prevented from working because it is raining:

i. for more than an accumulated total of four hours of ordinary time in any one day; or

ii. after the meal break, for more than an accumulated total of 50% of the remaining work time; or

iii. during the final two hours of the normal work day for more than an accumulated total of one hour, Probuild shall not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances.

(b) Provided that where, by agreement between Probuild and/or Probuild's representative and the Employee's representative, the Employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employees' hours.

30.5 Rain at Starting time

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

i. The rain stops; or

ii. A covered walkway has been provided; or

iii. The sheds are under cover and the Employees can get to the dry area without going through the rain; or

iv. Adequate protection is provided. Protection shall, where necessary, be provided for the Employees' tools.

v. In the case of mechanical plant operators carrying out early works as the principal activity or mechanical plant demolition on a site and they have a dry cabin to work from and they can safely access their cabin without getting "drenched", they will return to work so long
as the work itself is safe to perform. Probuild will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.

(b) In this clause, a dry area shall mean a work location that has not become saturated by rain or where Employees would not become wet.

30.8 Dewatering

(a) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with Employees so engaged being paid at penalty rates as is the case for safety rectification work. When other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

(b) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with Probuild’s obligations under the OH&S Act, appropriate Employees shall assist in the tidying up of their own work site or area if it is so affected. Where required, appropriate Employees will be provided with the appropriate PPE. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

(c) To avoid any confusion any ‘dewatering’ time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather (refer clauses 30.4 and 30.5).

30.7 Compliance of Concrete Pours and Emergency Work

(a) Except as provided in this sub-clause an Employee shall nor work or be required to work in the rain.

(b) Employees shall not be required to start a concrete pour in inclement weather.

(c) 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.

(d) 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.

(e) The provisions of clauses 30.7(c) and 30.7(d) 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.

31.0 TRAINING AND RELATED MATTERS

31.1 The parties will consult on the development of training programs which are consistent with the following:

(a) Assessment of Employee skills will be against those required in the nationally recognised formal training package relevant to their work. Any necessary training will be provided to attain
the relevant nationally recognised formal qualification by a Industry approved co managed training scheme

(b) Training provided will be consistent with Probuild's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.

(c) Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours.

(d) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay.

(e) Approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of Probuild, 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 Probuild.

(f) Training costs of courses approved by Probuild will be met by Probuild (e.g. White Card).

(g) Probuild will not be asked to meet the costs of training undertaken by employees which was not approved by Probuild.

(h) Leave of absence granted pursuant to this clause shall count as service for all purposes of the award and this agreement.

32.0 ACCIDENT MAKE UP PAY

32.1 Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers compensation legislation and the Employee's appropriate 36 hour rate prescribed in Appendix B of this Agreement (pro-rata for casual Employees).

32.2 Probuild shall pay accident pay, during the incapacity of their Employee/s arising from anyone injury, for a total of fifty-two (52) weeks - irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether is in one continuous period or not, during which the Employee receives a weekly amount of compensation paid pursuant to the relevant workers compensation legislation.

32.3 The liability to pay accident pay arises from the date of the injury or accident in respect of which compensation is payable under the said relevant workers compensation legislation and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of Probuild to pay accident pay as provided in this clause.
32.4 In the event that an Employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of Probuild to pay accident pay as herein provided shall cease from the date of such redemption.

32.5 Employee Entitlements while on Worker's Compensation

32.6 If an Employee is absent from work and claims worker's compensation, the Employee’s contract of employment shall remain intact during the period of absence. Probuild shall continue to make contributions on behalf of the employee to all the Employee Entitlement Funds as outlined in clauses 20.0 to 23.0 (inclusive) of this Agreement. The Employee shall also continue to accrue all appropriate leave entitlements for the entire period for which worker's compensation is claimed.
Part 5 - Hours of Work and Related Matters

33.0 HOURS OF WORK

33.1 Ordinary hours of work will be eight (8) hours per day Monday to Friday with the notional weekly hours based on a 36 hour week in accordance with clause 35.0.

33.2 Starting/Finishing times

(a) Ordinary daily hours may be worked between the hours of 6:00 am and 6:00 pm.

33.3 Subject to clause 33.4, Probuild has the right to otherwise alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times (other than in accordance with clause 33.4) Probuild will consult with the affected employees and

(a) provide not less than eighteen hours notice to affected employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

33.4 Without limiting Probuild's rights expressed in clauses 33.2 and clause 33.3 above, where Probuild has identified that a set starting time creates problems with the efficient movement of the workforce to their workplaces, the Parties agree to consult jointly with Employees to establish an efficient start time regime.

33.5 Where a dispute arises over Probuild's exercise of the right to alter start and finish times under this clause and it cannot be resolved at the workplace level, any Party may refer the dispute directly to the Disputes Panel for conciliation and/or resolution under clause 10.4(d) of this Agreement. All parties will cooperate with the requests of the Disputes Panel including requests to provide substantiating information. For the avoidance of doubt, an Employee may appoint a representative in relation to such a dispute.

34.0 SHIFTWORKERS

34.1 Shiftworker for the purposes of this clause is defined as an Employee who performs Shiftwork and is required by Probuild to start:

(a) a "morning shift" - starts at or after 4.30am and before 6am;

(b) an "early afternoon shift" - starts on or after 11am and before 1pm;

(c) an "afternoon shift" - starts at or after 1pm and before 3pm; or

(d) a "night shift" - starts at or after 3pm and before 11pm.
34.2 A Shiftworker shall be paid at the rate of double time for all hours worked.

34.3 An Employee who has to work Shiftwork shall be given at least 48 hours notice of the requirements to work shift work.

35.0 ROSTERED DAYS OFF

35.1 The ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive with eight hours worked for each nine [9] days, and with 0.8 of an hour on each of those days accruing toward the tenth day, which shall be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO'.

35.2 RDOs are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and shall include the daily 'Fares & Travelling Allowance', and any applicable Site Allowance as prescribed by this Agreement.

35.3 For clarity, 26 RDOs shall be accrued by an Employee in each twelve months continuous service.

35.4 Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.

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

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

35.7 RDO Schedule, Public Holidays, Lock Down Weekends and Christmas Annual Leave

(a) The agreed RDO calendar for Probuild (unless otherwise varied in accordance with this Agreement) is in Appendix D and reflects the agreed scheduling of Lock Down Weekends, Rostered Days Off and Christmas/Easter Annual Leave shutdown for 2017, 2018, 2019, 2020 and 2021.

35.8 Work on Scheduled RDOs

(a) Work may take place on a scheduled RDO or on any substituted day where it is required by Probuild and such work is necessary to allow other employees to be employed productively 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.

(b) Such circumstances would include the following: excessive periods of inclement weather, matters not necessarily the fault of Probuild which has led to the project being delayed or behind schedule, the requirement to meet Probuild's work program and unexpected delays in the project due to scheduling of other works or supply of materials, or work that cannot be
performed on other days because of municipal council restrictions, or other relevant laws or regulations.

(c) Where Probuild requires work to be performed on a Scheduled RDO (or any substituted day) because of the existence of any of the above, it will:
   i. At least 9 calendar days prior to the Scheduled RDO consult with the affected Employees;
   ii. Determine that all affected Employees agreed to work on the Scheduled RDO; and
   iii. Notify the Union in writing (fax or email) at least 9 calendar days prior to the RDO that work will be performed. The attached notification form (Appendix J) may be used by Probuild for this purpose.

(d) An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
   i. the hours of work that will be worked by that Employee in the week of the scheduled RDO;
   ii. the Employee’s family responsibilities; and
   iii. any other special circumstances peculiar to the Employee.

(e) An Employee cannot be required to work on more than two scheduled RDOs in any six week period.

(f) Such work shall be paid for at ordinary time rates of pay.

(g) All Employees who work on the Scheduled RDO will be granted an alternative RDO to another day falling within six weeks of the originally scheduled day provided that the re-scheduled RDO is to be taken on a day or days adjacent to a ‘weekend or in conjunction with annual leave, or as otherwise agreed by the parties, such agreement not to be unreasonably withheld.

35.9 Disputes concerning Probuild’s intent to work on a particular scheduled RDO

(a) Where in accordance with the disputes resolution procedure, the union has been advised by the affected Employees of a concern regarding the process undertaken to work on the scheduled RDO (or substituted day) it will, by close of business on the Monday following the provision of Probuild’s notification, notify Probuild and the Disputes Panel of this concern.

(b) Given the nature of the urgency of such matters, the Disputes Panel will prioritise such disputes to be heard within 1 working day (where practicable).

(c) Prior to the scheduled Disputes Panel hearing, the parties may hold discussions to attempt to resolve the matter.

(d) Where the union fails to notify Probuild and the Disputes Panel by close of business on the Monday following the provision of Probuild’s notification, work shall be performed on the scheduled RDO (or substituted day) in question unless prior to the scheduled RDO (or substituted day), the Disputes Panel has heard the matter and determined that the necessary requirements for working on a schedule RDO (or substituted day) under this clause have not been met by Probuild.
(a) Where an Employee(s), an Employee representative or the Union have a concern over Probuild's operation of this provision, they may at any time request to review Probuild's practice. If necessary, the matter could be referred to the Disputes Panel for review.

(f) Any such review must be independent of any particular intention to work on a scheduled RDO.

35.10 Unforeseen and Emergency Scheduled RDO work where 9 Calendar Days Notice not Provided

(a) If 9 calendar days notice is not provided by Probuild in accordance with clause 35.8(c), then the affected Employees, in addition to accrued entitlements, shall be paid penalty rates and provisions as prescribed for Sunday work in the award.

35.11 Alternate RDOs

(a) Where Probuild and a majority of Probuild's Employees at an enterprise or job site agree, another day may be substituted for the scheduled RDO.

(b) The union shall be notified concerning such substitution, such notification will take place 5 working days prior to the change being implemented.

(c) Where there is a dispute in relation to an alternate RDO, and is unable to be resolved at the workplace level, the matter may be determined in accordance with clause 10.0 - Disputes Resolution Procedure - of this Agreement.

35.12 Banking of RDOs

(a) Where Probuild and an Employee agree up to five RDOs may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed.

(b) Details of such banked RDOs shall be entered on to each Employee's employment records.

(c) Where there is a dispute in relation to the operation of this subclause, and is unable to be resolved at the workplace level, the matter will be determined in accordance with Clause 10.0 - Disputes Resolution Procedure of this Agreement.

36.0 OVERTIME

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

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

36.3 All overtime shall be paid at double ordinary time rates.

Overtime meal allowance

36.4 Subject to the eligibility requirements of clause 20.2 of the Award, an Employee required to work overtime for one and one half hours or more after working ordinary hours must be paid by Probuild an overtime meal allowance as outlined in the table below:

| From the first pay period commencing on or after 1 July 2016 | $25.33 |
| From the first pay period commencing on or after 1 July 2017 | CPI Increase |
36.5 **Leisure Time Protected**

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

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

(c) The intentions of the parties in this matter are:
   i. Probuild is not restricted as to the setting of daily hours within the 56 hour standard;
   ii. It is acknowledged that additional hours are necessary for particular personnel (e.g., crane crews; peggies; first aids; hoist drivers; concrete finishers; site security personnel), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry;
   iii. If time is lost on a project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime provided that the total hours do not exceed 56 hours for the week for the individual Employee;

(d) 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 Probuild to schedule a lesser weekly program of hours.

(e) 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 matters including:
   i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee’s ability to work safely and/or create a danger to Employees;
   ii. the Employee’s personal circumstances including any family responsibilities;
   iii. the needs of the workplace or enterprise;
   iv. the notice (if any) given by Probuild of the overtime and by the Employee of his or her intention to refuse it; and
   v. any other relevant matter.

36.6 **Offer and Acceptance of Weekend Overtime**

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

(b) Overtime will be offered on a work as required basis.

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

36.7 Minimum Payment

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

36.8 Public Holiday Work

(a) For Employees other than shiftworkers, double time and a half must be paid for any Public
Holiday Work with a minimum payment of four hours.

1.2 Work on Fridays

(a) The parties will endeavor to ensure that wherever possible normal productive work shall
cease at the finish of ordinary hours on Fridays. This does not mean that no productive work
can continue past this time and the parties will ensure that a sensible approach to this clause
is maintained. That is, work will be able to continue if the work is necessary for the production
schedule to be maintained or to ensure that other Employees can be productively employed.

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

37.0 BREAKS

37.1 One ten minute paid morning rest break and one 30 minute unpaid lunch break will be scheduled within
6 hours after work starts. Where an Employee is required to work more than two hours overtime after
the usual ceasing time of the day or shift they shall be allowed a 20 minute rest break paid at ordinary
time rates prior to commencing overtime. Employees who take payment in lieu of stopping work for this
break will be regarded as having worked a further 20 minutes and shall be paid at overtime rates.

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

37.3 In the case of overtime work being cancelled by Probuild at the end of the 4 hour minimum or any time
thereafter, Employees will, in addition to the payments as prescribed, be paid for the 30 minutes
combined Crib/Meal/Rest Period if not already taken.

37.4 If work proceeds beyond the 4 hours minimum than Employees will be paid for all time so worked.

37.5 Minimum Break between Shifts

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

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

(c) If the Employee has worked extended overtime on two consecutive days where they have had two ten consecutive hours off duty and in the event of any further extended overtime, the Employee shall not resume or continue to work without having had twelve consecutive hours off duty. In the event that an Employee agrees to a request from site management to resume or continue to work without having had twelve consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.
Part 6 - Leave and Public Holidays

38.0 ANNUAL LEAVE

38.1 Employees (other than casuals) will be entitled to 4 weeks paid annual leave per annum, provided that Continuous Shiftworkers shall be entitled up to one additional week’s paid annual leave.

38.2 An Employee’s entitlement to paid annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accumulates from year to year.

38.3 Annual Leave is paid at the ordinary rate being paid to the Employee immediately prior to the taking of the Annual Leave, plus 17.5% loading.

38.4 Taking of Annual leave

(a) Other than the Christmas Shutdown outlined in clause 38.6, Probuild and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. Probuild will not otherwise unreasonably refuse an Employee’s request to take annual leave.

38.5 Annual Leave upon termination

(a) On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.

(b) Leave loading will also apply to annual leave paid out upon termination.

38.6 Easter and Christmas Shut Down

(a) It is agreed that annual leave is to be taken as per the calendars in Appendix D to this Agreement.

(b) Where Probuild decides to close a site over the Easter and Christmas/New Year period in excess of the agreed Shut Down period, Probuild shall give at least 2 months’ notice to Employees.

(c) Employees who do not have sufficient leave may be given Annual Leave in advance or leave without pay.

(d) Notwithstanding anything elsewhere contained in this Agreement, Probuild may request any Employee to work in unforeseen or emergency circumstances during Easter and/or the Christmas period on an essential project such as schools, hospitals, manufacturing industry
shutdowns, etc. In any such event Probuild shall recognise the individual right of Employees not to work, provided that Employees shall not unreasonably refuse such a request.

38.7 No Cashing Out

(a) It is a breach of this Agreement for an Employee to be paid his/her full accrual, or part thereof, of annual leave at Christmas or any other time, unless that Employee takes such annual leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this sub-clause.

38.8 Public Holidays falling within Annual Leave

(a) If a Public Holiday, as prescribed in this Agreement, falls within an Employee's annual leave the Public Holiday does not constitute part of the Employee's annual leave and will be paid as ordinary hours.

38.9 Employee not taken to be on paid Annual Leave at Certain Times

(a) If the period during which an Employee takes paid annual leave includes a period of other leave e.g. a scheduled RDO, personal leave, or a period of absence for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

39.0 PUBLIC HOLIDAYS

39.1 Employees shall be entitled to be absent from work on the following public holidays without loss of pay:

(a) New Year's Day
(b) Australia Day
(c) Good Friday
(d) Easter Saturday
(e) Easter Sunday
(f) Easter Monday
(g) Queen's Birthday
(h) Labour Day
(i) Anzac Day
(j) Christmas Day
(k) Melbourne Cup Day (or alternative days in regional areas)
(l) Boxing Day
(m) Grand Final Eve (Friday before the AFL Grand Final)

39.2 If any of these holidays in clause 39.1 above are declared not to be holidays in Victoria, they will no longer be public holidays under this clause 39.0.
39.3 Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.

39.4 If under (or in accordance with the procedure under) a law of Victoria, a day or part day is substituted for a day or part day that would otherwise be a public holiday because of clauses 39.1 and 39.3, then the substituted day or part day is the public holiday for the purposes of this clause.

39.5 The rate of pay for public holidays not worked will be 'as if worked'.

40.0 PERSONAL AND/OR CARER’S LEAVE

40.1 Employees (other than casual Employees) shall be entitled to paid Personal and/or Carer’s Leave when they are absent from work due to:

(a) A personal illness or injury; or

(b) To provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household due to an illness or injury affecting the member, or an unexpected emergency affecting the member.

40.2 Employees (other than casual Employees) will accrue 10 days of Personal and/or Carer’s leave per year.

40.3 Personal and/or Carer’s Leave will be granted by Probuild subject to:

(a) the Employee notifying Probuild as soon as practicable of the Personal and/or Carer’s Leave; and

(b) providing to Probuild’s satisfaction evidence that the Personal and/or Carer’s Leave is/was justified. Such evidence may be a Doctor’s certificate, or a statutory declaration where Probuild accepts it is appropriate.

40.4 Upon commencement of employment Employees will automatically be credited with 5 days’ Personal and/or Carer’s leave. After 6 months of employment, the leave will begin to accrue progressively up until it reaches 10 days at the conclusion of 12 months’ employment.

40.5 An Employee’s entitlement to Personal and/or Carer’s Leave accumulates from year to year.

40.6 If an Employee’s employment is terminated and they are re-engaged by Probuild within a period of 6 months, the Employee’s unclaimed sick leave from the previous engagement will continue from the date of re-engagement, unless these days have been notified to the Construction Industry Portable Sick Leave Scheme, in which case they will be available from this scheme.

40.7 Personal and/or Carer’s Leave shall be paid at the ordinary rate of pay applicable under this Agreement at the time that an Employee takes such leave.

40.8 Where an Employee is on Annual Leave and a situation arises whereby the Employee may access their Personal and/or Carer’s Leave, the Employee will be taken not to be on Annual Leave for that period.

40.9 Unpaid carer’s leave will be in accordance with the NES.
41.0 COMPASSIONATE LEAVE

41.1 This clause is intended to summarise the NES entitlement. It is not intended to replace or over-ride the NES.

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

41.3 Unpaid compassionate leave will be in accordance with the NES.

42.0 COMMUNITY SERVICE LEAVE (OTHER THAN JURY SERVICE)

42.1 Employees are entitled to community service leave in accordance with the NES.

43.0 JURY SERVICE

43.1 Subject to this clause, Employees are entitled to leave and payment for jury service in accordance with the NES.

43.2 An Employee (other than a casual Employee) called for jury service during ordinary working hours will be reimbursed by Probuild an amount equal to the difference between the amount paid by the Court and the amount of Ordinary Rate Earnings he/she would have received for the ordinary time hours for which the Employee's attendance at the Court was required up to a maximum of 10 days' pay.

43.3 The Employee will provide Probuild with proof of attendance, duration of attendance and amount received in respect thereof.

44.0 PARENTAL LEAVE

44.1 Parental Leave shall be in accordance with the NES including that after 12 months of continuous employment, an Employee (other than a casual) may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.

44.2 In addition, if the Employee is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) (PPL Act) as the primary carer of the child:

(a) Probuild will provide 10 weeks' paid parental leave for part of the 52 weeks' of unpaid leave as outlined in clause 44.1 above; and

(b) The payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for a 10 week period under the PPL Act (based on the minimum wage) paid at the Employee's minimum wage rate prescribed by clause 19 of the Award applicable to their classification.

44.3 The operation of clause 44.2 will commence on 1 July 2017.

44.4 In accordance with section 22 of the Fair Work Act, unpaid leave does not count as continuous service, however, it does not break service.
45.0 FAMILY VIOLENCE LEAVE

45.1 For the purposes of this clause, family violence is:

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

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

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

45.3 For the purposes of clauses 45.2(b) and 45.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

45.4 Confidentiality

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

45.5 Leave

(a) An Employee (other than casual Employees) experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed by clause 19.1(a) of the Award applicable to their classification to attend legal proceedings, counseling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day.
The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

In addition, Probuild may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

For the avoidance of doubt, family violence leave does not cumulate from year and is not paid out on termination of employment.

46.0 PICNIC DAY

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

(a) The first Monday in December of each year shall be the building industry picnic day, except in Mildura. The second Monday in December shall be the building industry picnic day within an area of 25 kilometres from Mildura;

(b) All Employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.

(c) 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.

(d) Probuild 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 Probuild payment need not be made unless the evidence is produced.

47.0 LONG SERVICE LEAVE

47.1 Long Service Leave shall be in accordance with and provided by Co-INVEST as described at Clause 22.0 of this agreement.
Probuild, its Employees and CFMEU (VIC)
Enterprise Agreement 2016-2018

Part 7 - Employee Representation

Clauses 48.0, 49.0 and 50.0 of the Agreement outline the rights for Employee representatives and Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented by a Union Delegate, Employee Representative, another representative of their choosing or not at all.

Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.

48.0 REPRESENTATION

48.1 The Parties recognise the role the Employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the Parties recognise that the on-site representative is a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

48.2 A Union Delegate/Employee Representative shall, upon notification to Probuild, be recognised as an accredited representative of the employees and, if an Employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to Probuild employment related matters affecting the employees he/she represents. At all other times the Union Delegate/Employee Representative will perform productive work within his/her range of qualifications and competence. Further, the Union Delegate/Employee Representative shall be allowed reasonable time during working hours to attend to such matters affecting the Employees including the right to attend appropriate meetings, Disputes Board hearings, FWC hearings and the like.

48.3 The Parties recognise that Union Delegates may be involved in assisting Employees where requested pursuant to the dispute resolution procedure of this Agreement.

49.0 UNION DELEGATE RIGHTS

49.1 Where an Employee has been elected as a Union Delegate, Probuild will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) For the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

(f) the right to represent the interests of members in their workplace to the Union, Probuild and industrial tribunals/courts.

50.0 EMPLOYEE REPRESENTATIVE RIGHTS

50.1 Where an Employee has been elected as an Employee Representative, Probuild will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) For the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;

(c) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

(f) the right to represent the interests of Employees who request their assistance in their workplace to Probuild and industrial tribunals/courts.

50.2 Prior to Probuild making a decision to terminate or transfer a Union Delegate/Employee Representative, Probuild shall notify the Union Delegate/Employee Representative one week in advance of such termination or transfer. Payment in lieu of notice may be made by agreement.

51.0 UNION DELEGATE/EMPLOYEE REPRESENTATIVE FACILITIES

51.1 Union Delegate/Employee Representative Facilities

Probuild shall provide an agreed facility for the use of the Union Delegate/Employee Representative to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate/Employee Representative is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) a table and chairs

(c) a filing cabinet;
(d) air-conditioning/heating;
(e) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate/Employee Representative and Site Management.
(f) a private lockable area.

52.0 INDUSTRIAL RELATIONS TRAINING LEAVE

52.1 Union Delegate/Employee Representative shall have access to industrial relations training in accordance with Appendix E hereof.

53.0 TOOL BOX MEETINGS

53.1 Tool Box Meetings are regarded as an important part of site based communications. Probuild will develop a program of consultation with its site based Employees around safety, productivity, constructability and methodology.

54.0 RIGHT OF ENTRY

54.1 Recognition of rights

(a) The Parties acknowledge the regulation of union entry to workplaces under the Fair Work Act and the OHS Act, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The Parties agree that nothing in this clause can deprive any Party of their rights or remedies under the Fair Work Act and OHS Act.

(b) The Parties recognise that Union officials can enter a site at the express invitation of Probuild for other purposes and that any such invitation may be withdrawn at any time at the discretion of Probuild.

(c) Probuild will not refuse or unduly delay entry onto a site by Union officials who are entitled to enter the site in accordance with the Fair Work Act and OHS Act.

54.2 Notice of entry

(a) When seeking to exercise right of entry pursuant to s.481 of the Fair Work Act, each Union official must provide a duly completed entry notice outlining the nature of the breach (including particulars as required by the Fair Work Act). This notice must be provided in accordance with the Fair Work Act.

(b) When seeking to exercise statutory rights of entry for the purposes of discussions with Employees under s.484 of the Fair Work Act, each Union official must provide a duly completed entry notice in accordance with the requirements of the relevant legislation including providing 24 hours' written notice before the entry.

(c) When seeking to exercise entry for workplace health and safety purposes under s.494 of the Act, and the relevant provisions of OH&S Legislation, the Parties will comply with relevant statutory requirements, including those relating to entry notices.
Probuild, its Employees and CFMEU (VIC) 
Enterprise Agreement 2016-2018

54.3 Permits
(a) Each Union official exercising statutory entry rights in relation to Probuild must provide the following to Probuild upon request on each occasion they visit site:
   i. their Federal right of entry permit; and
   ii. if they are exercising a right under the OHS Act, their permit under the OHS Act in addition to their Federal right of entry permit,
      and carry them with them at all times whilst on site.

54.4 Procedures when entering site
(a) Each Union official must, prior to entering and while on any site owned, operated or occupied by Probuild:
   i. be wearing all suitable personal protection equipment required for that site;
   ii. identify themselves, including their full names, on request by Probuild, provided that such requests are not repeated unreasonably;
   iii. sign their names in the visitor's book, or any other sign in book at a designated location on site (Sign In Book);
   iv. have undertaken or agree to undertake the applicable site visitor induction, so as to ensure that they are aware of specific safety requirements at that site at the time of the visit, as required by site management; and
   v. comply with all reasonable occupational health and safety requirements that apply to the site.
(b) When leaving any site owned, operated or occupied by Probuild, Union officials will sign out of the Sign In Book.
(c) Upon a request made by the Union for a visitor induction for a specific site, Probuild will provide the relevant visitor induction within a reasonable period.

54.5 The Parties recognise the importance and powers of Health and Safety representatives who are elected under the OHS Act, in playing a valuable role in preventing and identifying unsafe conditions and practices, and helping prioritise the rectification of unsafe areas, in respect of the work group they represent.
55.0 SAFETY OBJECTIVES

55.1 The Parties recognise the potentially hazardous nature of the construction industry. To this end, the Parties to the Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework which involves all parties in protecting Employees' health and safety.

55.2 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:

(a) Measures designed to include the safe operation of plant and equipment;
(b) Training issues including specific hazards, health and safety systems, and site induction;
(c) Management of occupational health and safety through a comprehensive approach which aims to control hazards at their source, reduce the incidence and costs of occupational injuries and illnesses; and
(d) Risk of fatigue (see clause 36.5).

55.3 Probuild will comply with all relevant work health and safety legislation, including the Occupational Health and Safety Act 2004 (the 'OHS Act'), workers compensation legislation, regulations, codes of practice and relevant and appropriate Australian and Industry Standards as set out in Appendix F.

56.0 INDUCTIONS

56.1 Prior to first attending the site, all Employees shall have successfully completed the Basic Site Induction (Construction Induction Card) course conducted by a Registered Training Organisation ("RTO"). Employees shall provide proof evidencing same if requested.

56.2 All new Employees who have not obtained a Construction Induction Card will be required to undertake an attendance based course within 28 days where reasonably practicable.

56.3 In addition, all new Employees of Probuild will be properly informed by Management of:

(a) The Rights and Obligations of this Agreement including its disputes/grievance resolution procedures;
(b) The appropriate issue of work clothing and safety equipment as per this Agreement;
(c) Probuild Safety Rules and Procedures including relevant legislation;
Probuild, its Employees and CFMEU (VIC) Enterprise Agreement 2016-2018

56.4 Furthermore, all new entrants to a particular project will receive an induction to the particulars and peculiarities of that site. In order to achieve this it is recommended that, all persons performing or supervising work who are new to the site shall be given an explanation of the following by Site Management:

(a) Site Safety Rules and Procedures including relevant legislation;
(b) Site-specific matters such as security procedures etc.

56.5 The induction presentation and material shall have regard to the language skills of the Employee/Probuild.

57.0 HEALTH AND SAFETY REPRESENTATIVES

57.1 Probuild and its Employees will comply with Part 7 of the OHS Act – Representation of Employees in relation to the establishment of designated work groups and the election of Health and Safety Representatives.

57.2 The Health and Safety Representative/s shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

57.3 Parties covered by this Agreement recognise the important role of OHS Representatives. The Health and Safety Representatives have a key role in the early intervention in health and safety issues under this Agreement.

57.4 The Health and Safety Representative/s shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

57.5 The Parties acknowledge that the Health and Safety Representative has a right under section 58 of the OHS Act.

58.0 HEALTH AND SAFETY REPRESENTATIVE MEETINGS

58.1 A Health & Safety Representative will be allowed reasonable paid time during working hours to attend to on the job occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within his/her range of qualifications and competencies.

59.0 PROCEDURE WITH DEALING WITH SAFETY ISSUES OR INCIDENTS

59.1 This procedure shall be followed in good faith and without unreasonable delay. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter will be dealt with in accordance with clause 10.0 of this Agreement.

59.2 Nothing in this Agreement shall take precedence over the OHS Act.

59.3 Procedure for reporting issues
If an Employee wishes to raise a health and safety issue in a workplace, that employee must report it to the health and safety representative or to Probuild's safety supervisor or another management representative.

An Employee may take all steps that are necessary, including leaving the Employee's part of the workplace, to report an issue.

If Probuild identifies a health and safety issue it may report it to the health and safety representative.

### Procedure for Resolving Issues

As soon as possible after an issue has been reported, Probuild's safety supervisor or another management representative and the health and safety representative must meet and try to resolve the issue.

The resolution of the relevant issue must take into account any of the following factors that may be relevant:

- whether the hazard or risk can be isolated
- the number and location of Employees affected by it;
- 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 and overseeing the removal of the hazard or risk.

If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by Probuild to the satisfaction of all parties.

As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected Employees in an appropriate manner.

### Direction to Cease Work

If -

- an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an Probuild; and
- the issue concerns work which involves an immediate threat to the health or safety of any person; and
- given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in Clause 59.4.-

Probuild or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

During any period for which work has ceased in accordance with such a direction, Probuild may assign any Employees whose work is affected to suitable alternative work.

### Inspector May be Requested to Attend Workplace
If an issue is not resolved under clause 59.4, within a reasonable time, or an issue is the subject of a direction under clause 59.7 that work is to cease, any of the parties attempting to resolve the issue may ask the WorkSafe Victoria to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.

If -
(a) the inspector issues a prohibition notice; or
(b) otherwise determines that there was reasonable cause for Employees to be concerned for their health or safety-

an Employee who is not assigned suitable alternative work pursuant to 18.4.2, and who as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period continues to be entitled to be paid for that period.

Rectification of Safety Hazard

Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and Employees sent off site by agreement between Site Managers and any combination of Union Officials, Health and Safety Committee, those people who remain on site to do rectification work will be paid at the rate of double time for all such work.

This would not be applicable on normal de-watering (see clause 30.6 hereof) or normal housekeeping work or where a section of the site has been declared unsafe and normal rectification occurs whilst the remainder of the site carries on working. It is agreed that any 'housekeeping' work performed on projects is to be paid at single time rate.

Sabotage

Sabotage is of concern to all parties involved on any work site and may affect safety, and therefore both the physical and mental well being of all persons on site.

The parties to this Agreement will not tolerate sabotage, and will ensure that any person/s responsible for such action is immediately dismissed.

It is accepted that the relevant authorities may have to be notified, and provisions of the OH&S Act implemented.

SAFETY SUPERVISOR

On every job site, where Probuild is the principal contractor it shall appoint a management representative responsible for safety (Safety Representative). The Safety Representative shall be given the necessary authority to ensure that all safety laws, procedures or Codes of Practice are observed, and that the following Safety Agreement is applied.

The person appointed as the Safety Representative shall be experienced in the work being performed. Other duties may be assigned by Probuild to a Safety Representative, provided that such duties shall not prevent him/her from exercising his/her duties as a Safety Representative.

SAFETY COMMITTEE

A Health and Safety Committee may be established on a job.
61.2 Where a Health and Safety Committee is established on a job, it shall include Probuild’s Safety Supervisor and the OHS Representative/s.

61.3 The Health and Safety Committee may, by agreement, include additional Workers’ Representatives and Probuild Representatives of significant sub-contractors.

61.4 The Health and Safety Committee shall meet as often as is necessary to provide an overview of safety on the job, and assist in the promotion of a safe working environment on the job site.

61.5 The Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items.

62.0 TRAINING FOR OHS REPRESENTATIVES

62.1 All duly elected Health and Safety Representatives shall be allowed to attend training and information sessions subject to the same requirements as those contained in Appendix E hereof so that Health and Safety representatives are kept abreast and fully informed in the provision and maintenance of the highest possible Health and Safety Representatives standards.

63.0 PERSONAL PROTECTIVE EQUIPMENT

63.1 While not being part of any issue of work clothing/equipment supplied (see Clause 26.0), Probuild shall be required to provide the following personal protective equipment (SAA approved) for use, when necessary, by Employees during the performance of their required duties:

(a) ear/hearing protection;
(b) gloves; and
(c) skin protective cream/sun screen (30+/50+ rating).

63.2 In addition, one pair of UV-rated safety glasses or UV-rated clip-ons suitable to overlay prescription spectacles, shall be made available for Employees who are required to work on reflective surfaces such as:

(a) metal decking;
(b) large concrete slabs exposed to sunlight;
(c) roofing; and
(d) curtain walling.

64.0 ADDITIONAL SAFETY PROVISIONS (HEAVY MATERIALS, STAND-BY DRIVERS AND CRANE CREWS)

64.1 Heavy Materials

An Employee shall not be required to lift a building materials 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 materials in excess of 20 kg weight to a height of more than 4 feet (1.2m) above the working platform.
64.2 **Crane Erection & Jumping**

(a) Cranes and man/material hoists may be erected, altered, climbed and dismantled during times when ordinary production works are in progress subject to the work being done in full compliance with a relevant operational safety zone (OSZ) plan which has been developed specifically for that operation with consideration to overall site safety.

(b) The crane crew for each tower crane (Crane Crew) must consist of the following:
   i. crane driver; and
   ii. three (3) dogman.

(c) In addition to the appropriate tickets held by the crane driver and the dogmen, the following high risk licences must be held amongst the Crane Crew:
   i. Rigging; and
   ii. Material handling.

(d) Where a Project consists of a single Crane Crew, the Employer should endeavour to ensure another member of the Crane Crew holds a crane driver licence.

64.3 Materials and passenger lifts will be provided in accordance with Appendix G.

65.0 **DRUG AND ALCOHOL POLICY**

65.1 The Parties agree to apply the Drug and Alcohol Management Program (as amended from time to time) contained in Appendix H.

65.2 Probuild may refer an Employee affected by drugs or alcohol to the services provided by Incolink.
Part 9 - Agreement Matters

66.0 POSTING OF AGREEMENT

66.1 To ensure that the Parties are aware of the terms of the Agreement, and to assist in any resolution of a dispute or the avoidance thereof a copy of this Agreement shall be retained by Probuild at all times for ready access by any Employee on a project site or via access to Probuild’s intranet, and Probuild will provide a permanent copy for each Union Delegate/Employee representative and Health and Safety Representative on a project site.

66.2 Probuild will provide the Employee with an online link to the Agreement accessible via the FWC website.
67.0 AMENITIES

67.1 The Parties agree that it is the responsibility of the Head Contractor/Principal/Occupier of a site 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 Probuild, Probuild should be allowed reasonable time in which to rectify the problem.

67.2 In all instances, the following procedure shall be observed:

(a) A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc., shall be provided.

(b) Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. A reasonable period will be allowed to any Probuild alleged to have committed a breach, to comply with all requirements of this Clause. While steps are being taken to rectify the issue, there shall be no bans or limitations restricting Probuild's ability to rectify the issue.

67.3 Mess/Change Shed Facilities Dimension/Construction Requirements and Construction Sheds.

(a) 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.

(b) Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of Probuild's equipment, tools and materials.

(c) 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.

(d) Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.

(e) Adequate facilities are to be provided for warmth and for drying clothes e.g. strip heaters.

(f) Provided that 20 or more persons are employed on site at any one time, Probuild 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.

(g) First Aid facilities will be maintained at the highest standard and kept clean at all times.

67.4 Contents

(a) In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).

(b) In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.

(c) In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
67.5 Sanitary Facilities – Construction

(a) 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.

(b) 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).

(c) Where practicable, toilets to be connected to sewerage before commencement of the job.

(d) Closet/urinal location to be conveniently accessible to Employees, but not so close as to cause a nuisance to those persons.

(e) Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.

(f) Conveniently accessible closets and urinals are to be distributed every 5th floor on multi storey constructions.

(g) Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.

(h) Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.

(i) Soap and towels are to be supplied.

67.6 Closet Urinal Requirements

<table>
<thead>
<tr>
<th>Employees</th>
<th>Closets</th>
<th>Urinals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>1</td>
<td>Nil</td>
</tr>
<tr>
<td>6-10</td>
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<td>1</td>
</tr>
<tr>
<td>11-20</td>
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<td>21-35</td>
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<td>5</td>
<td>7</td>
</tr>
<tr>
<td>76-100</td>
<td>6</td>
<td>8</td>
</tr>
</tbody>
</table>
67.7 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.

67.8 Separate amenities for women will be provided. These shall include changing facilities that meet the standard for Sanitary Facilities as per the Workplace Code of Practice for Building and Construction Workplaces or its successor.

68.0 SITE ISSUES

68.1 Site Record Keeping

(a) Probuild will maintain a current record of all Employees and sub-contractors on site.
Part 11 - Industry Modernisation

69.0 WORKPLACE MODERNISATION

69.1 Commitment to Continuous Improvement

(a) The Parties are committed to continuous improvement in the general building and construction industry and to the modernisation of the workplace. This includes the creation and adoption of policies that will provide better employment opportunities for women and mature age, Aboriginal and Torres Strait Islander people, returned soldiers, and other groups that have been excluded from opportunities in this industry. The Parties are also committed to supporting initiatives that will improve sustainable development and productivity across the industry. In accordance with provisions in this Agreement, the Parties will also seek broader industry-wide actions to eliminate the existence of sham contracting.

(b) The Parties may therefore seek to implement measures in the following categories:

i. Employment opportunities;
ii. Sustainability and productivity improvement; and
iii. Eradication of sham contracting.

69.2 Employment opportunities

(a) initiatives to promote the employment of women, Indigenous, mature age or other groups that have been excluded from opportunities in this industry;

(b) workers’ health (including mental health) and wellbeing initiatives (such as health checks, suicide prevention, screening for dust diseases, drug and alcohol awareness and treatment);

(c) programs to reduce bullying, sexual harassment or workplace discrimination;

(d) initiatives to promote the take-up and completion of apprenticeships, such as mentoring programs; and

(e) support the development of the establishment of registration of trades.

69.3 Sustainability and productivity improvement

(a) waste-reduction, carbon pollution reduction and recycling initiatives;

(b) investigate the possibility of introducing portable holiday leave schemes; and

(c) initiatives to encourage fair, cooperative and productive workplace relations across the industry.

69.4 Eradication of sham contracting in the building and construction industry

(a) The Parties commit to participating and supporting industry-based initiatives for the eradication of sham contracting.
69.5 Industry Working party

(a) The Parties will support the establishment of an industry based working party of employers, unions and government with a view to the development and establishment of programs to achieve the objectives outlined above.

69.6 The above initiatives will comply with the relevant state and federal anti discrimination legislation.
Signed for and on behalf of Probuild:

Name (print): Randall Fuller
Probuild: 
Probuild Position: Group Human Resources Manager
Address: 590 St Kilda Rd, Melbourne
Signature: 
Witness: 
Date: 23/06/2016

Signed for and on behalf of the CONSTRUCTION FORESTRY MINING & ENERGY UNION:

Name: Ralph Edwards
Position: President
Address: 500 Swanston Street, Carlton South, VIC 3053
Signature: 
Witness: 
Date: 28/06/2016
APPENDIX A
CW Classification Structure

TRADES CLASSIFICATIONS

**CW3 - 100%**
- Carpenter/Joiner; Tile-Layer; Stonemason; Artificial Stoneworker; Marble & Slate-worker; Plaster; Cladding Fixer
- Bricklayer
- Painter – New Work
- Painter – Re-paint

**CW4 - 105%**
- Marker/Setter Out; Letter Cutter
- Sign-writer

**CW5 - 110%**
- Special Class Tradesperson: Carve

LABOURERS

**CW3 – 100%**
- Grade 1 – Rigger; Dogman; Sign industry worker

**CW2 – 96%**
- Grade 2 – Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher

**CW1 – 92.4%**
- Grade 3 – Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator

CRANE CREWS – BUILDING SITES

**CW7 - 120%**
- Tower Crane Crew (Operators & Dogmen/Crane Hands)

**CW5 - 110%**
- Trainee Dogman/Crane Hand on Fixed Cranes
# APPENDIX A

## PCW Operator Classification Structure

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rollers</th>
<th>Compactors</th>
<th>Excavators</th>
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<td>Tonnage</td>
<td>Flywheel</td>
<td>Operating Wt</td>
</tr>
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<td>Oper.</td>
<td>Power kW</td>
<td>Oper.</td>
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<tr>
<td></td>
<td>Class</td>
<td>Machines</td>
<td>Equiv.</td>
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<tr>
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<td>above</td>
<td>up to</td>
<td>above</td>
</tr>
<tr>
<td></td>
<td>0-5</td>
<td>PCW1</td>
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<td>PCW7</td>
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<td>0-15</td>
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<tr>
<td>PCW7</td>
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<th>Equiv. Cat.</th>
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<tr>
<td>PCW1</td>
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<td>0-15</td>
<td>0-15</td>
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<tr>
<td>PCW7</td>
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<th>Classification</th>
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<tr>
<td>PCW4</td>
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<td>0-65</td>
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<th>Maximum Payload</th>
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<td>0-15</td>
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<tr>
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<td>0-65</td>
</tr>
<tr>
<td>PCW7</td>
<td>0-700</td>
<td>0-75</td>
</tr>
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**Note:** Machine classes based on Caterpillar Performance Handbook.
## APPENDIX B
### PAY RATES
#### SECTION 1

FROM 1st Pay Period Beginning on/after 1 July 2016
(1st Agreement Increment- 5%)

<table>
<thead>
<tr>
<th>TRADES CLASSIFICATIONS</th>
<th>Rate Per Hour $</th>
<th>Rate Per Week $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro-Rata A/L Loading $</th>
<th>RDO Accrual Per Day (0.8) $</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CW3 - 100%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble &amp; Slate-worker; Plasterer; Cladding Fixer</td>
<td>41.28</td>
<td>1,486.08</td>
<td>114.31</td>
<td>22.76</td>
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<tr>
<td>Bricklayer</td>
<td>40.94</td>
<td>1,473.84</td>
<td>113.37</td>
<td>22.60</td>
<td>32.75</td>
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<tr>
<td>Painter - New Work</td>
<td>40.35</td>
<td>1,452.60</td>
<td>111.74</td>
<td>22.31</td>
<td>32.28</td>
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<td>Painter - Re-paint</td>
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<td>1,450.80</td>
<td>111.60</td>
<td>22.29</td>
<td>32.24</td>
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<td><strong>CW4 - 105%</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Marker/Setter Out; Letter Cutter</td>
<td>42.97</td>
<td>1,546.92</td>
<td>116.99</td>
<td>23.58</td>
<td>34.38</td>
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<td>Sign-writer</td>
<td>42.07</td>
<td>1,514.52</td>
<td>116.50</td>
<td>23.15</td>
<td>33.66</td>
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<td><strong>CW5 - 110%</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Special Class Tradesperson: Carver</td>
<td>44.59</td>
<td>1,605.24</td>
<td>123.48</td>
<td>24.37</td>
<td>35.67</td>
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<td><strong>LABOURERS</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>CW3 - 100%</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1 - Rigger; Dogman; Sign industry worker</td>
<td>40.12</td>
<td>1,444.32</td>
<td>111.10</td>
<td>22.20</td>
<td>32.10</td>
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<tr>
<td><strong>CW2 - 96%</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Glade 2 - Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher</td>
<td>38.80</td>
<td>1,396.80</td>
<td>107.45</td>
<td>21.56</td>
<td>31.04</td>
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<tr>
<td><strong>CW1 - 92.4%</strong></td>
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<td></td>
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<tr>
<td>Grade 3 - Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator</td>
<td>37.61</td>
<td>1,353.96</td>
<td>104.15</td>
<td>20.99</td>
<td>30.09</td>
</tr>
</tbody>
</table>

### CRANE CREWS - BUILDING SITES

| **CW7 - 120%**         |                 |                 |                               |                               |                             |
| Tower Crane Crew (Operators & Dogman/Crane Hands) | 46.74 | 1,682.64 | 129.43 | 25.41 | 37.39 |
| **CW5 - 110%**         |                 |                 |                               |                               |                             |
| Trainee Dogman/Crane Hand on Fixed Cranes | 43.47 | 1,564.92 | 120.38 | 23.83 | 34.78 |
**APPENDIX B**
**PAY RATES**
**SECTION 1 (Cont’d)**

FROM 1st Pay Period Beginning on/after 1 July 2016
(1st Agreement Increment- 5%)

<table>
<thead>
<tr>
<th>Rate Per Hour $</th>
<th>Rate Per Week $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro-Rata A/L Loading $</th>
<th>RDO Accrual Per Day (0.8) $</th>
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</thead>
<tbody>
<tr>
<td>PLANT OPERATORS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCW7 - 120%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavators over 115 tonnes, Crawler Tractors over 350kw, Graders experienced final trim</td>
<td>45.73</td>
<td>1,646.28</td>
<td>126.64</td>
<td>24.92</td>
</tr>
<tr>
<td>PCW6 - 115%</td>
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<td></td>
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</tr>
<tr>
<td>Excavators 65 to 115 tonnes, Wheel &amp; Track Loaders over 300kw, Crawler Tractors 200 to 350kw, Graders final trim, Construction Trucks over 200 tonnes, Tower Cranes</td>
<td>44.06</td>
<td>1,586.16</td>
<td>122.01</td>
<td>24.11</td>
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<td>PCW5 - 110%</td>
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</tr>
<tr>
<td>Compactors over 200kw, Excavators 25 to 65 tonnes, Wheel &amp; Track Loaders 200 to 300kw, Scrapers over 400kw, Crawler Tractors 100 to 200kw, Graders over 130kw, Construction Trucks 120 to 200 tonnes, Mobile Cranes 15 to 100 tonnes</td>
<td>42.37</td>
<td>1,525.32</td>
<td>117.33</td>
<td>23.29</td>
</tr>
<tr>
<td>PCW4 - 105%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compactors up to 200kw, Excavators 16 to 25 tonnes, Wheel &amp; Track Loaders 100 to 200kw, Scrapers 300 to 400kw, Crawler Tractors up to 100kw, Graders up to 130kw, Construction Trucks 60 to 120 tonnes, Mobile Cranes up to 15 tonnes</td>
<td>40.73</td>
<td>1,466.28</td>
<td>112.79</td>
<td>22.50</td>
</tr>
<tr>
<td>PCW3 - 100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rollers over 10 tonnes, Skid Steer &amp; Backhoe/Loaders over 200kw, Excavators up to 16 tonnes, Wheel &amp; Track Loaders up to 100kw, Scrapers up to 300kw, Construction Trucks 12 to 60 tonnes, Forklift Operators, Winch Drivers &amp; Mobile Hydraulic Platform Operators</td>
<td>39.11</td>
<td>1,407.96</td>
<td>108.30</td>
<td>21.71</td>
</tr>
<tr>
<td>PCW2 - 96%</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Rollers 5 to 10 tonnes, Skid Steer &amp; Backhoe/Loaders to 200kw, Construction Trucks up to 12 tonnes</td>
<td>37.56</td>
<td>1,352.16</td>
<td>104.01</td>
<td>20.96</td>
</tr>
<tr>
<td>PCW1 - 92.4%</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>New Entrant for plant only, Rollers up to 5 tonnes</td>
<td>36.16</td>
<td>1,301.76</td>
<td>100.14</td>
<td>20.28</td>
</tr>
</tbody>
</table>
Appendix B
Section 1 (cont'd)

APPRENTICES

FROM 1st Pay Period Beginning on/after 1 July 2016  
(1st Agreement Increment - 5%)

<table>
<thead>
<tr>
<th></th>
<th>Wages Per week $</th>
<th>Weekly Pro-Rata A/L Loading $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro-Rata Leave Loading $</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters/Joiners; Stonemasons; Tilelayers; Plasterer; etc.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 3 months **</td>
<td>558.10</td>
<td>30.75</td>
<td>42.93</td>
<td>9.58</td>
</tr>
<tr>
<td>Next 9 months ##</td>
<td>700.80</td>
<td>30.75</td>
<td>53.91</td>
<td>11.50</td>
</tr>
<tr>
<td>2nd Year</td>
<td>843.60</td>
<td>34.85</td>
<td>64.89</td>
<td>13.70</td>
</tr>
<tr>
<td>3rd Year</td>
<td>1129.20</td>
<td>36.90</td>
<td>86.86</td>
<td>17.68</td>
</tr>
<tr>
<td>4th Year</td>
<td>1343.30</td>
<td>38.95</td>
<td>103.33</td>
<td>20.70</td>
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<tr>
<td><strong>Bricklayer</strong></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>1st 3 months **</td>
<td>476.90</td>
<td>30.75</td>
<td>36.68</td>
<td>8.49</td>
</tr>
<tr>
<td>Next 9 months ##</td>
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<td>47.64</td>
<td>10.41</td>
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<td>34.85</td>
<td>69.55</td>
<td>14.52</td>
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<tr>
<td>3rd Year</td>
<td>1189.00</td>
<td>36.90</td>
<td>91.46</td>
<td>18.49</td>
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<tr>
<td><strong>Painter</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(a) WITHOUT Pre-Apprenticeship Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>744.10</td>
<td>30.75</td>
<td>57.24</td>
<td>12.09</td>
</tr>
<tr>
<td>2nd Year</td>
<td>1098.30</td>
<td>34.85</td>
<td>84.48</td>
<td>17.13</td>
</tr>
<tr>
<td>3rd Year</td>
<td>1310.90</td>
<td>36.90</td>
<td>100.84</td>
<td>20.27</td>
</tr>
<tr>
<td><strong>WITH Pre-Apprenticeship Training</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>673.20</td>
<td>30.75</td>
<td>40.88</td>
<td>9.22</td>
</tr>
<tr>
<td>2nd Year</td>
<td>814.90</td>
<td>34.85</td>
<td>51.78</td>
<td>11.13</td>
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<tr>
<td>3rd Year</td>
<td>1098.30</td>
<td>36.90</td>
<td>62.68</td>
<td>13.32</td>
</tr>
<tr>
<td>4th Year</td>
<td>1310.90</td>
<td>38.95</td>
<td>84.48</td>
<td>17.27</td>
</tr>
</tbody>
</table>

**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.

Weekly Rates include Tool Allowance
## APPENDIX B

### PAY RATES

#### SECTION 2

**FROM 1st Pay Period Beginning on/after 1 March 2017**

*(2nd Agreement Increment - 5%)*

<table>
<thead>
<tr>
<th>TRADES CLASSIFICATIONS</th>
<th>Rate Per Hour</th>
<th>Rate Per Week</th>
<th>Weekly Pro-Rata Annual Leave</th>
<th>Weekly Pro-Rata A/L Loading</th>
<th>RDO Accrual Per Day (0.8)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CW3 - 100%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble &amp; Slate-worker; Plasterer</td>
<td>43.34</td>
<td>1,560.24</td>
<td>120.02</td>
<td>23.90</td>
<td>34.67</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>42.99</td>
<td>1,547.64</td>
<td>119.05</td>
<td>23.73</td>
<td>34.39</td>
</tr>
<tr>
<td>Painter - New Work</td>
<td>42.37</td>
<td>1,525.32</td>
<td>117.33</td>
<td>23.43</td>
<td>33.90</td>
</tr>
<tr>
<td>Painter - Re-paint</td>
<td>42.32</td>
<td>1,523.52</td>
<td>117.19</td>
<td>23.40</td>
<td>33.86</td>
</tr>
<tr>
<td><strong>CW4 - 105%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marker/Setter Out; Letter Cutter</td>
<td>45.12</td>
<td>1,624.32</td>
<td>124.95</td>
<td>24.76</td>
<td>36.10</td>
</tr>
<tr>
<td>Sign-writer</td>
<td>44.17</td>
<td>1,590.12</td>
<td>122.32</td>
<td>24.30</td>
<td>35.34</td>
</tr>
<tr>
<td><strong>CW5 - 110%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Class Tradesperson: Carver</td>
<td>46.82</td>
<td>1,685.52</td>
<td>129.66</td>
<td>25.58</td>
<td>37.46</td>
</tr>
<tr>
<td><strong>LABOURERS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CW3 - 100%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1 - Rigger; Dogman; Sign industry worker</td>
<td>42.13</td>
<td>1,516.68</td>
<td>116.67</td>
<td>23.31</td>
<td>33.70</td>
</tr>
<tr>
<td><strong>CW2 - 96%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 2 - Scaffold; Hoist/Winch Driver; Steel Fixer; Concrete Finisher</td>
<td>40.74</td>
<td>1,466.64</td>
<td>112.82</td>
<td>22.64</td>
<td>32.59</td>
</tr>
<tr>
<td><strong>CW1 - 92.4%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 3 - Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator</td>
<td>39.49</td>
<td>1,421.64</td>
<td>109.36</td>
<td>22.03</td>
<td>31.59</td>
</tr>
<tr>
<td><strong>CRANE CREWS - BUILDING SITES</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>CW7 - 120%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tower Crane Crew (Operators &amp; Dogman/Crane Hands)</td>
<td>49.08</td>
<td>1,766.88</td>
<td>135.91</td>
<td>26.68</td>
<td>39.26</td>
</tr>
<tr>
<td><strong>CW5 - 110%</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Dogman/Crane Hand on Fixed Cranes</td>
<td>45.64</td>
<td>1,643.04</td>
<td>126.39</td>
<td>25.01</td>
<td>36.51</td>
</tr>
</tbody>
</table>
### APPENDIX B
### PAY RATES
### SECTION 1 (Cont'd)

**FROM 1st Pay Period Beginning on/after 1 July 2017**

(1st Agreement Increment - 5%)

<table>
<thead>
<tr>
<th>PCW7 - 120%</th>
<th>Rate Per Hour $</th>
<th>Rate Per Week $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro-Rata A/L Loading $</th>
<th>RDO Accrual Per Day (0.8) $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavators over 115 tonnes, Crawler Tractors over 350kw, Graders experienced final trim</td>
<td>48.02</td>
<td>1,728.72</td>
<td>132.98</td>
<td>26.17</td>
<td>38.42</td>
</tr>
<tr>
<td>PCW6 - 115%</td>
<td>Rate Per Hour $</td>
<td>Rate Per Week $</td>
<td>Weekly Pro-Rata Annual Leave $</td>
<td>Weekly Pro-Rata A/L Loading $</td>
<td>RDO Accrual Per Day (0.8) $</td>
</tr>
<tr>
<td>Excavators 65 to 115 tonnes, Wheel &amp; Track Loaders over 300kw, Crawler Tractors 200 to 350kw, Graders final trim, Construction Trucks over 200 tonnes, Tower Cranes</td>
<td>46.26</td>
<td>1,665.36</td>
<td>128.10</td>
<td>25.31</td>
<td>37.01</td>
</tr>
<tr>
<td>PCW5 - 110%</td>
<td>Rate Per Hour $</td>
<td>Rate Per Week $</td>
<td>Weekly Pro-Rata Annual Leave $</td>
<td>Weekly Pro-Rata A/L Loading $</td>
<td>RDO Accrual Per Day (0.8) $</td>
</tr>
<tr>
<td>Compactors over 200kw, Excavators 25 to 65 tonnes, Wheel &amp; Track Loaders 200 to 300kw, Scrapers over 400kw, Crawler Tractors 100 to 200kw, Graders over 130kw, Construction Trucks 120 to 200 tonnes, Mobile Cranes 15 to 100 tonnes</td>
<td>44.49</td>
<td>1,601.64</td>
<td>123.20</td>
<td>24.45</td>
<td>35.59</td>
</tr>
<tr>
<td>PCW4 - 105%</td>
<td>Rate Per Hour $</td>
<td>Rate Per Week $</td>
<td>Weekly Pro-Rata Annual Leave $</td>
<td>Weekly Pro-Rata A/L Loading $</td>
<td>RDO Accrual Per Day (0.8) $</td>
</tr>
<tr>
<td>Compactors up to 200kw, Excavators 16 to 25 tonnes, Wheel &amp; Track Loaders 100 to 200kw, Scrapers 300 to 400kw, Crawler Tractors up to 100kw, Graders up to 130kw, Construction Trucks 60 to 120 tonnes, Mobile Cranes up to 15 tonnes</td>
<td>42.77</td>
<td>1,539.72</td>
<td>118.44</td>
<td>23.62</td>
<td>34.22</td>
</tr>
<tr>
<td>PCW3 - 100%</td>
<td>Rate Per Hour $</td>
<td>Rate Per Week $</td>
<td>Weekly Pro-Rata Annual Leave $</td>
<td>Weekly Pro-Rata A/L Loading $</td>
<td>RDO Accrual Per Day (0.8) $</td>
</tr>
<tr>
<td>Rollers over 10 tonnes, Skid Steer &amp; Backhoe/Loaders over 200kw, Excavators up to 16 tonnes, Wheel &amp; Track Loaders up to 100kw, Scrapers up to 300kw, Construction Trucks 12 to 60 tonnes, Forklift Operators, Winch Drivers &amp; Mobile Hydraulic Platform Operators</td>
<td>41.07</td>
<td>1,478.52</td>
<td>113.73</td>
<td>22.80</td>
<td>32.86</td>
</tr>
<tr>
<td>PCW2 - 96%</td>
<td>Rate Per Hour $</td>
<td>Rate Per Week $</td>
<td>Weekly Pro-Rata Annual Leave $</td>
<td>Weekly Pro-Rata A/L Loading $</td>
<td>RDO Accrual Per Day (0.8) $</td>
</tr>
<tr>
<td>Rollers 5 to 10 tonnes, Skid Steer &amp; Backhoe/Loaders to 200kw, Construction Trucks up to 12 tonnes</td>
<td>39.44</td>
<td>1,419.84</td>
<td>109.22</td>
<td>22.01</td>
<td>31.55</td>
</tr>
<tr>
<td>PCW1 - 92.4%</td>
<td>Rate Per Hour $</td>
<td>Rate Per Week $</td>
<td>Weekly Pro-Rata Annual Leave $</td>
<td>Weekly Pro-Rata A/L Loading $</td>
<td>RDO Accrual Per Day (0.8) $</td>
</tr>
<tr>
<td>New Entrant for plant only, Rollers up to 5 tonnes</td>
<td>37.97</td>
<td>1,366.92</td>
<td>105.15</td>
<td>21.30</td>
<td>30.38</td>
</tr>
</tbody>
</table>
Appendix B
Section 1 (cont'd)
APPRENTICES
FROM 1st Pay Period Beginning on/after 1 March 2017
(2nd Agreement Increment - 5%)

<table>
<thead>
<tr>
<th></th>
<th>Wages Per week $</th>
<th>Daily Fares Allowance $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro Rata A/L Loading $</th>
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</thead>
<tbody>
<tr>
<td><strong>Carpenters/Joiners;</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stonemasons; Tilelayers;</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Plasterer; etc.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 3 months **</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Next 9 months ##</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Year</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3rd Year</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4th Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bricklayer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 3 months **</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Next 9 months ##</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2nd Year</td>
<td></td>
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</tr>
<tr>
<td>3rd Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Painter</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) WITH NO Pre-Apprenticeship Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 3 months</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Next 9 months</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2nd Year</td>
<td></td>
<td></td>
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<tr>
<td>3rd Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) WITH Pre-Apprenticeship Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2nd Year</td>
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</tr>
<tr>
<td>3rd Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Weekly Rates include Tool Allowance

** 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.

Apprentice rates for 2016, 2017 and 2018 will be calculated in accordance with Clause 14.9 hereof, and published by the industry parties prior to 1 March date in each year.
# APPENDIX B

## PAY RATES

### SECTION 1

FROM 1st Pay Period Beginning on/after 1 March 2018

(3rd Agreement Increment - 5%)

<table>
<thead>
<tr>
<th>TRADES CLASSIFICATIONS</th>
<th>Rate Per Hour $</th>
<th>Rate Per Week $</th>
<th>Weekly Prorata Annual Leave $</th>
<th>Weekly Prorata A/L Loading $</th>
<th>RDO Accrual Per Day (0.8)$</th>
</tr>
</thead>
<tbody>
<tr>
<td>CW3 - 100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter/Joiner; Tile-layer; Stonemason; Artificial Stoneworker; Marble &amp; Slate-worker; Plasterer</td>
<td>45.51</td>
<td>1,638.36</td>
<td>126.03</td>
<td>25.08</td>
<td>36.41</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>45.14</td>
<td>1,625.04</td>
<td>125.00</td>
<td>24.90</td>
<td>36.11</td>
</tr>
<tr>
<td>Painter - New Work</td>
<td>44.49</td>
<td>1,601.64</td>
<td>123.20</td>
<td>24.59</td>
<td>35.59</td>
</tr>
<tr>
<td>Painter - Re-paint</td>
<td>44.44</td>
<td>1,599.84</td>
<td>123.06</td>
<td>24.57</td>
<td>35.55</td>
</tr>
<tr>
<td>CW4 - 105%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marker/Setter Out; Letter Cutter</td>
<td>47.38</td>
<td>1,705.68</td>
<td>131.21</td>
<td>25.99</td>
<td>37.90</td>
</tr>
<tr>
<td>Sign-writer</td>
<td>46.38</td>
<td>1,669.68</td>
<td>128.44</td>
<td>25.51</td>
<td>37.10</td>
</tr>
<tr>
<td>CW5 - 110%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Class Tradesperson: Carver</td>
<td>49.16</td>
<td>1,769.76</td>
<td>136.14</td>
<td>26.85</td>
<td>39.33</td>
</tr>
<tr>
<td>LABOURERS</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CW3 - 100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 1 - Rigger; Dogman; Sign industry worker</td>
<td>44.24</td>
<td>1,592.64</td>
<td>122.51</td>
<td>24.47</td>
<td>35.39</td>
</tr>
<tr>
<td>CW2 - 96%</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Glade 2 - Scaffolder; Hoist/Winch Driver; Steel Fixer; Concrete Finisher</td>
<td>42.78</td>
<td>1,540.08</td>
<td>118.47</td>
<td>23.76</td>
<td>34.22</td>
</tr>
<tr>
<td>CW1 - 92.4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 3 - Trades Labourer; Concrete Gang; Jack Hammerman; Concrete Cutting Machine Operator</td>
<td>41.46</td>
<td>1,492.56</td>
<td>114.81</td>
<td>23.12</td>
<td>33.17</td>
</tr>
<tr>
<td>CRANE CREWS - BUILDING SITES</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>CW7 - 120%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tower Crane Crew (Operators &amp; Dogman/ Crane Hands)</td>
<td>51.53</td>
<td>1,855.08</td>
<td>142.70</td>
<td>28.00</td>
<td>41.22</td>
</tr>
<tr>
<td>CW5 - 110%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Dogman/Crane Hand on Fixed Cranes</td>
<td>47.92</td>
<td>1,725.12</td>
<td>132.70</td>
<td>26.25</td>
<td>38.34</td>
</tr>
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</table>
## APPENDIX B
### PAY RATES
#### SECTION 1 (Cont’d)

**FROM 1st Pay Period Beginning on/after 1 July 2018**

(1st Agreement Increment - 5%)

<table>
<thead>
<tr>
<th>PLANT OPERATORS</th>
<th>Rate Per Hour $</th>
<th>Rate Per Week $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro-Rata A/L Loading $</th>
<th>RDO Accrual Per Day (0.8) $</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PCW7 - 120%</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Excavators over 115 tonnes, Crawler Tractors over 350kw, Graders experienced final trim</td>
<td>50.42</td>
<td>1,815.12</td>
<td>139.62</td>
<td>27.46</td>
<td>40.34</td>
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<tr>
<td><strong>PCW6 - 115%</strong></td>
<td></td>
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</tr>
<tr>
<td>Excavators 65 to 115 tonnes, Wheel &amp; Track Loaders over 300kw, Crawler Tractors 200 to 350kw, Graders final trim, Construction Trucks over 200 tonnes, Tower Cranes</td>
<td>48.57</td>
<td>1,748.52</td>
<td>134.50</td>
<td>26.57</td>
<td>38.86</td>
</tr>
<tr>
<td><strong>PCW5 - 110%</strong></td>
<td></td>
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</tr>
<tr>
<td>Compactors over 200kw, Excavators 25 to 65 tonnes, Wheel &amp; Track Loaders 200 to 300kw, Scrapers over 400kw, Crawler Tractors 100 to 200kw, Graders over 130kw, Construction Trucks 120 to 200 tonnes, Mobile Cranes 15 to 100 tonnes</td>
<td>48.71</td>
<td>1,681.56</td>
<td>129.35</td>
<td>25.67</td>
<td>37.37</td>
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<tr>
<td><strong>PCW4 - 105%</strong></td>
<td></td>
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<tr>
<td>Compactors up to 200kw, Excavators 16 to 25 tonnes, Wheel &amp; Track Loaders 100 to 200kw, Scrapers 300 to 400kw, Crawler Tractors up to 100kw, Graders up to 130kw, Construction Trucks 60 to 120 tonnes, Mobile Cranes up to 15 tonnes</td>
<td>44.91</td>
<td>1,616.76</td>
<td>124.37</td>
<td>24.79</td>
<td>35.93</td>
</tr>
<tr>
<td><strong>PCW3 - 100%</strong></td>
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<tr>
<td>Rollers over 10 tonnes, Skid Steer &amp; Backhoe/Loaders over 200kw, Excavators up to 16 tonnes, Wheel &amp; Track Loaders up to 100kw, Scrapers up to 300kw, Construction Trucks 12 to 60 tonnes, Forklift Operators, Winch Drivers &amp; Mobile Hydraulic Platform Operators</td>
<td>43.12</td>
<td>1,552.32</td>
<td>119.41</td>
<td>23.93</td>
<td>34.50</td>
</tr>
<tr>
<td><strong>PCW2 - 96%</strong></td>
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<tr>
<td>Rollers 5 to 10 tonnes, Skid Steer &amp; Backhoe/Loaders to 200kw, Construction Trucks up to 12 tonnes</td>
<td>41.41</td>
<td>1,490.76</td>
<td>114.67</td>
<td>23.10</td>
<td>33.13</td>
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<tr>
<td><strong>PCW1 - 92.4%</strong></td>
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<tr>
<td>New Entrant for plant only, Rollers up to 5 tonnes</td>
<td>39.87</td>
<td>1,435.32</td>
<td>110.41</td>
<td>22.35</td>
<td>31.90</td>
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Appendix B
Section 1 (cont’d)
# APPRENTICES

**FROM 1st Pay Period Beginning on/after 1 March 2018**

*(1st Agreement Increment - 5%)*

<table>
<thead>
<tr>
<th></th>
<th>Wages Per week $</th>
<th>Daily Fares Allowance $</th>
<th>Weekly Pro-Rata Annual Leave $</th>
<th>Weekly Pro Rata A/L Loading $</th>
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</thead>
<tbody>
<tr>
<td>Carpenters/Joiners;</td>
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<tr>
<td>Stonemasons; Tilelayers;</td>
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<tr>
<td>Plasterer; etc.</td>
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<tr>
<td>1st 3 months **</td>
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<td>Next 9 months ##</td>
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<td>2nd Year</td>
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<td>3rd Year</td>
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<td>4th Year</td>
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<td>Bricklayer</td>
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<td>1st 3 months **</td>
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<tr>
<td>Next 9 months ##</td>
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<td>3rd Year</td>
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<tr>
<td>Painter</td>
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<tr>
<td>(d) WITH NO Pre-Apprenticeship Training</td>
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<tr>
<td>1st 3 months</td>
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<td>2nd Year</td>
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<td>4th Year</td>
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<tr>
<td>(e) WITH Pre-Apprenticeship Training</td>
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<td>1st Year</td>
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<td>2nd Year</td>
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<tr>
<td>3rd Year</td>
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</tbody>
</table>

Weekly Rates include Tool Allowance

** 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 C

1. This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowances will not be claimed on any project where the Project Value is below $3 million.

2. In addition to the wage rates and allowances prescribed, the Employer shall pay to Employees extra rates as set out in the special rates clause of the Award for the period when individual employees incur those disabilities prescribed by the said clauses, except those special rates which are specifically included in the Site Allowance applicable to a Project.

3. The payment of Insulation Allowance shall be paid to individual employees only who are affected (as defined in the Award) by the use of such material.

4. Subject to the foregoing, where the Union on behalf of its members, requests an Employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:
   (a) Geographic location if the project is contained within the City of Melbourne as defined in clause 15 of this appendix; or
   (b) The amount contained in clause 7 or clause 14 of this appendix.

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. Site allowance and Award special rates are part of Ordinary Time Earnings as defined in the Agreement.

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 as at 1 October 2015:
   (a) The minimum project value, below which NO Site Allowance is payable, is $3m as at 1 October 2015 and will remain at this figure for the life of the Agreement.
   (b) On sites which do not attract this Site Allowance, Employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with the Award.

7.1 City of Melbourne (as defined in Clause 15 of this Appendix):
   (a) New Projects
      - $3m up to $224m: $4.05 per hour worked
      - over $224m: as per subclause 7.2
(b) Renovations, Restoration &/or Refurbishment work $3.50 per hour worked

The Site Allowance on Projects which are a combination of new and renovation work, shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all Employees on the Project.

7.2 New Projects Victoria

<table>
<thead>
<tr>
<th>Project Value $ Million</th>
<th>Site Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.0 - 7.7 Million</td>
<td>$2.30</td>
</tr>
<tr>
<td>$7.7 - 18.9 Million</td>
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<tr>
<td>$18.9 - 37.9 Million</td>
<td>$2.80</td>
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<tr>
<td>$37.9 - 75.7 Million</td>
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<td>$75.7 - 151.4 Million</td>
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<td>$151.4 - 227.1 Million</td>
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<td>$227.1 - 302.7 Million</td>
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<tr>
<td>$302.7 - 454.2 Million</td>
<td>$4.35</td>
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<tr>
<td>$454.2 - 634.2 Million</td>
<td>$4.45</td>
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<tr>
<td>$634.2 - 844.2 Million</td>
<td>$4.55</td>
</tr>
<tr>
<td>$844.2 - 1100.0 Million</td>
<td>$4.65</td>
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<tr>
<td>1100.0 - 1350.0 Million</td>
<td>$5.00</td>
</tr>
<tr>
<td>1350.0 - 1700.0 Million</td>
<td>$5.40</td>
</tr>
</tbody>
</table>

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

8. The Rates shall be reviewed no later than 30 September 2016 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 2016 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 $3 million.

11. The appropriate Site Allowance shall be based on the Total Project Value, as defined by Clause 2 of this Agreement.

(a) In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Victorian Building Industry Disputes Panel for determination.

12. In determining the rate, the Panel shall have regard to the Appendix C, and shall not deviate from Appendix C unless there are special and exceptional circumstances.

(a) Special and exceptional circumstances may include working on projects where disabilities not comprehended in the Site Allowance procedure described herein exist. This may include where predominately contract metal trades construction/maintenance work is being carried out. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the employees cease industrial action.

13. Any site allowance that is determined in accordance with 11 and 12 above shall be incorporated into the Agreement in accordance with the Fair Work Act 2009.

14. Shopping Centre and Airport Projects

All new construction and extension/refurbishment work of shopping centres, airports, retail strip shops and stand alone retail facilities having a project value in excess of $3m will attract the then current City of Melbourne Site Allowance.

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

15. 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.

See attached map below.
<table>
<thead>
<tr>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
</tr>
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**APRIL**

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**MAY**

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**JUNE**

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**JULY**

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**AUGUST**

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**SEPTEMBER**

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**OCTOBER**

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**NOVEMBER**

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**DECEMBER**

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**WORKING DAY CALENDAR 2017**

*PH = Public Holiday*

*RD = Scheduled Rostered Day Off*

*AL = Annual Leave*

*PD = Picnic Day*

*Xmas Closedown – 23/12/2017 to 9/01/2018*
### WORKING DAY CALENDAR 2018

#### JANUARY

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<th>Sun</th>
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PH = Public Holiday  
RDOs = Scheduled Rostered Day Off  
AL = Annual Leave  
FD = Picnic Day  
Xmas Closedown – 22/12/2018 to 8/01/2019

Tuesday 1 January 2019 = PH  
Wednesday 2 January 2019 = AL  
Thursday 3 January 2019 = AL  
Friday 4 January 2019 = AL  
Monday 7 January 2019 = AL  
Tuesday 8 January 2019 = RDO
### WORKING DAY CALENDAR 2019

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**Friday 10 January 2020 = RDO**

**PH = Public Holiday**
**RDOs = Scheduled Rostered Day Off**
**AL = Annual Leave**
**PO = Picnic Day**
**Xmas Closedown – 21/12/2019 to 12/01/2020**
**WORKING DAY CALENDAR 2020**

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**AL = Annual Leave**  
**PD = Picnic Day**  

Xmas Closedown – 23/12/2020 to 11/01/2021
APPENDIX E – Training leave for workplace representatives

Part A – Industrial Relations Training Leave

The Parties acknowledge that for workplace representatives to effectively undertake their duties they should have the appropriate level of training. The Employer recognises a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that operate at the workplace and the rights and responsibilities under the relevant legislation will assist in minimising industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply.

(a) Subject to all qualifications in this clause, an Employee appointed or elected as an accredited Union Delegate/Employee representative 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 approved by the Employer.

   i. Such courses shall be designed and structured with the objective of promoting good industrial relations within the Employer.

   ii. Consultation may take place between the parties in the furtherance of this objective.

(b) For the purposes of this clause an “accredited Union Delegate/Employee representative” shall mean an employee recognised by the employer in accordance with clause 48 of this Agreement.

(c) The following scale shall apply:

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<th>Maximum No. of Workplace Representatives eligible to attend per year</th>
<th>Maximum No. of days permitted per year</th>
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<td>101 and over</td>
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</table>

(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 training provider 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) The Employer shall not be liable for any additional expenses 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 concessional leave.

(i) An employee on request by the Employer shall provide proof of their attendance at any course within seven 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 39 of the 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.
Part B – Health and Safety Training Leave

The Parties acknowledge that for Health and Safety representatives to effectively undertake their duties they should have the appropriate level of training. The Employer recognises a Health and Safety representative who is well trained in matters including their rights, obligations and responsibilities under the *Occupational Health and Safety Act 2004* will assist in promoting a safe working environment at the workplace. To that end the following leave provisions apply.

(a) Subject to all qualifications in this clause, an Employee appointed or elected as an elected Health and Safety representative 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 approved by the Employer.

   i. Such courses shall be designed and structured with the objective of promoting good safety practices.

   ii. Consultation may take place between the parties in the furtherance of this objective.

(b) For the purposes of this clause a “health and safety representative” shall mean “a member of a designated work group elected to represent the designated work group on matter relating to occupational health and safety, an Employee recognised by the Employer in accordance with clause 57 of this Agreement.

(c) The following scale shall apply:

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<th>No. of employees covered by this Agreement</th>
<th>Maximum No. of Health and Safety representatives eligible to attend per year</th>
<th>Maximum No. of days permitted per year</th>
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</tbody>
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(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 Health and Safety representative 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.

(d) The Employer shall advise the training provider within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

(e) 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.

(f) The Employer shall not be liable for any additional expenses 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.

(g) 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 concessional leave.

(h) An Employee on request by the Employer shall provide proof of their attendance at any course within seven 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.

(i) 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 the Award.

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

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

1.1 The Parties agree that the requirements of applicable State and Commonwealth occupational health and safety legislation shall in all cases apply.

1.2 In addition it is also agreed that the parties will recognise and adopt in all appropriate circumstances all Australian/Worksafe/Industry Standards and Victorian Compliance Codes (including those that are developed while this Agreement is in force). Safety practices as set out in occupational health & safety authority "Alerts" will be adhered to. The Acts, Regulations, Codes and Standards operative at the date of this Agreement are set out below:

**ACTS:**
- Accident Compensation Act 1985
- Accident Compensation (Occupational Health and Safety) Act 1996
- Electricity Safety Act 1998
- Workers Compensation Act 1958
- Occupational Health and Safety Act 2004
- Dangerous Goods Act 1985
- Equipment (Public Safety) Act 1994
- Road Transport (Dangerous Goods) Act 1995
- Road Transport Reform (Dangerous Goods) Act 1995 (Commonwealth)
- Mines Act 1958
- Workplace Injury Rehabilitation and Compensation Act 2013

**REGULATIONS:**
- Accident Compensation Regulations 2001
- Dangerous Goods (Explosives) Regulations 2000
- Dangerous Goods (HCDG) Regulations 2005
- Dangerous Goods (Storage and Handling) Regulations 2000
- Dangerous Goods (Transport by Rail) Regulations 1998
- Electricity Safety (Installations) Regulations 1999
- Equipment (Public Safety) Regulations 2007
- Magistrates Court (Occupational Health and Safety) Rules 2005
- Occupational Health and Safety Regulations 2007
- Road Transport (Dangerous Goods) (License Fees) Regulations 1998
- Road Transport Reform (Dangerous Goods) Regulations 1997
- Workers Compensation Regulations 1995
- Workplace Injury Rehabilitation and Compensation Regulations 2014
- Workplace Injury Rehabilitation and Compensation (Savings and Transitional) Regulations 2014

**Compliance Codes:**
- Communicating occupational health and safety across languages
- Workplace amenities and work environment
- Confined spaces
- First aid in the workplace
- Prevention of falls in general construction
- Foundries
- Managing asbestos in workplaces
- Removing asbestos in workplaces

**Industry Standards:**
Electrical Installations on Construction Sites
Concrete Cutting and Drilling
Precast and Tilt-up Concrete for Buildings
Concrete Pumping
Concrete Erection of Bridge Beams
VARICC Standard Specification for Asbestos Removal from Buildings, Structures, Ships, Plant & Workplaces

**Australian Standards:**

AS/NZS 4576 - Guidelines for Scaffolding AS/NZS 1576 Parts 1-4 - Scaffolding
AS 1577 - Solid timber scaffold planks
AS 1578 - Laminated timber scaffold planks
AS/NZS 1891.4 - Industrial Fall Arrest Devices - Selection, Use and Maintenance AS 3828 - Guidelines for the erection of building steelwork
AS/NZS 3012 - Electrical Installations - Construction and Demolition sites AS 3000 - Electrical Installations
AS 2294 - Protective structures for operators of earthmoving machines AS 2550 - Parts 1-16 - Cranes - safe use of
AS 1418.1 - Cranes, Hoists and Winches AS 1418.4 - Cranes - Tower Cranes
AS 1768 - Lightning Protection
AS 2601 - The Demolition of Structures
AS 2436 - Guide to noise control on construction, maintenance and demolition sites AS 3745 - Emergency control organisation and procedures for buildings
AS 3850 - Tilt up concrete construction AS 3610 - Formwork for concrete
AS 1270 - Acoustics - Hearing protectors
AS/NZS 1800 - Occupational Protective Helmets - selection, care and use AS/NZS 1336 - Recommended practices for occupational eye protection AS /NZS 1337 - Eye Protection
AS/NZS 4501.2 - Occupational protective clothing - General requirements AS 1715 - Selection, use and maintenance of respiratory protective devices AS 1716 - Respiratory Protective Devices
AS/NZS 2210 - Occupational protective footwear - guide to selection, care and use AS 1674.1 - Safety in Welding and allied processes
AS 1674.2 - Safety in Welding and allied processes - Electrical
AS 4603 - Flashback Arrestors - safety devices for use with fuel gases and oxygen or compressed air AS 4839 - safe use of portable and mobile oxy fuel gas systems for welding, cutting, heating and allied processes.
AS 2727 Chainsaws - Guide to safe working practices AS 2772.1 Radiofrequency radiation
AS 2397 - Safe use of lasers in the construction industry AS/NZS - Risk management
AS 1892 - Portable ladders
AS /NZS ISO/IEC 1702 - General criteria for the operation of various types of bodies performing inspection
AS 1657 - Fixed platforms, walkways, stairways and ladders - Design, construction and installation. AS 1216.1 - Classification, hazard identification and information systems for dangerous goods Part 1 - Classification and class labels for dangerous goods
AS 1216.2-4 Classification, hazard identification and information systems for dangerous goods Part 2 - HAZCHEM emergency action code, Part 3 - NFPA hazard identification system Part 4 - UN substance identification numbers
AS 1319 - Safety signs for the occupational environment AS 1318 - SAA Industrial safety Colour Code
AS 2986 - Workplace atmospheres - Organic vapours sampling by solid adsorption techniques AS 1473 - Guarding and safe use of woodworking machinery
AS 1735 - Lifts, Escalators and moving walks. AS 1755 - Conveyors
AS 1788 (Parts 1 & 2) - Abrasive wheels AS 2359 - Industrial Trucks
AS 3509 - LP (Liquefied Petroleum) Gas fuel vessels for automotive use AS 3533
Amusement Rides and Devices
AS 3788 - Boiler and Pressure Vessels - in service inspection
AS 3837 - Boiler and Pressure Vessels - Operation and maintenance AS 3920 - Pressure equipment Manufacture Assurance of Quality AS/NZ 4360:2004 - Risk Management
APPENDIX G

PASSENGERS AND MATERIALS LIFTS

SECTION I  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 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 (e.g., 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.

SECTION II  2. When Lift Required

2.1 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.

SECTION III  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.
In the case of the service core, refer to clause 25.15(b)(i) of the Agreement.

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 (e.g., 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.

3.6 Subject to the provisions of the relevant OH&S legislation, the Lift Driver(s) shall remain on site to operate the lift to carry passengers.
**HOIST NOT REQUIRED TO BE ERECTED**

**NOTE:**
- Roof and parapets above 6th level do not qualify for a hoist.
- Roof and parapets above 6th level do not qualify for a hoist.

**BASEMENT AREA**

(Does not qualify)

**PLANT ROOM**
- Does not exceed 25% of Top Floor area

**BASEMENT AREA**

(Does not qualify)
APPENDIX F: PASSENGERS AND MATERIALS LIFTS

HOIST IS REQUIRED TO BE ERECTED

When hoist is required to be erected
DRUG & ALCOHOL MANAGEMENT PROGRAM
## Contents

1.0 PROJECT DRUG & ALCOHOL MANAGEMENT PROGRAM (DAMP) PROCESS 4
   1.1 Context 4
   1.2 Revision Status 4
   1.3 Controlled Document Distribution Status 4
   1.4 Definitions 5
   1.5 Confidentiality 7

2.0 DUTY OF CARE AND RESPONSIBILITY 7
   2.1 Employers 7
   2.2 Management of test results 7
   2.3 Project Manager 7
   2.4 [Insert Company] Health, Safety & Environmental Manager 7
   2.5 Supervisors/Line Managers 8
   2.6 Health & Safety Committee 8
   2.7 Workers & Other Persons 8

3.0 EDUCATION & COMMUNICATION 8
   3.1 Initial Training 8
   3.2 Accredited Training 9
   3.3 D&A Officer 9
   3.4 Inductions 9
   3.5 Distribution of Information 9
   3.6 Additional Information 9
   3.7 Medical conditions that may affect Fitness for Duty 9

4.0 SUPPORT 9
   4.1 Available support 9
   4.2 Employee Assistance Provider (EAP) 10

5.0 REGULAR TESTING 10
   5.1 Selection Process 10
   5.2 Testing Process 10

6.0 DRUG & ALCOHOL TESTING (1ST STEP) 10
   6.1 Principle 10
   6.2 Self-Testing 10
   6.3 For Cause Testing 10
   6.4 Reasonable Concern Testing 11

7.0 TESTING PROCEDURE (2ND STEP) 11
## Contents

<table>
<thead>
<tr>
<th>Section</th>
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<tr>
<td>7.1</td>
<td>Self-Testing</td>
<td>11</td>
</tr>
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<td>7.2</td>
<td>For Cause or Reasonable Concern testing procedure</td>
<td>11</td>
</tr>
<tr>
<td>8.0</td>
<td>TESTING METHODS FOR DRUGS &amp; ALCOHOL</td>
<td>12</td>
</tr>
<tr>
<td>8.1</td>
<td>Alcohol Testing Method</td>
<td>12</td>
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<tr>
<td>8.2</td>
<td>Drug Testing Method</td>
<td>12</td>
</tr>
<tr>
<td>9.0</td>
<td>TESTING RESULTS</td>
<td>12</td>
</tr>
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<td>Principle</td>
<td>12</td>
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<td>Drug Testing</td>
<td>13</td>
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<td>CONSEQUENCES</td>
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</tr>
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<td>10.1</td>
<td>Self-Testing</td>
<td>13</td>
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<td>Alcohol Test</td>
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<td>10.3</td>
<td>Drug Testing</td>
<td>13</td>
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<td>Refusal to Test</td>
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<td>Disciplinary Action</td>
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<td>CONSULTATION</td>
<td>16</td>
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<tr>
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<td>16</td>
</tr>
<tr>
<td>12.2</td>
<td>Aim</td>
<td>16</td>
</tr>
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<td></td>
<td>APPENDIX A - OBSERVABLE IMPAIRMENT ASSESSMENT CHECKLIST</td>
<td>17</td>
</tr>
<tr>
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<td>APPENDIX B – DRUG &amp; ALCOHOL COUNSELLING ADVICE</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>APPENDIX C – TEST TARGET CONCENTRATIONS</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>APPENDIX D – EXAMPLE DRUG TESTING CONSENT AND CHAIN OF CUSTODY FORM</td>
<td>26</td>
</tr>
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1.0 PROJECT DRUG & ALCOHOL MANAGEMENT PROGRAM (DAMP) PROCESS

1.1 Context

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

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

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

- Alcohol;
- Opiates;
- THC (marijuana or cannabis);
- Cocaine;
- Benzodiazepines;
- Amphetamine; and
- Methamphetamine.

1.2 Revision Status

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

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Description</th>
<th>Page</th>
<th>Site Manager</th>
<th>Project Manager</th>
</tr>
</thead>
</table>

1.3 Controlled Document Distribution Status

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Name of Recipient</th>
<th>Organization</th>
</tr>
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</table>
1.4 Definitions

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

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

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

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

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

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

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

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

**Confirmed Positive Result (Fail)** means a:

- Secondary onsite breath test for alcohol in excess of 0.00 grams per 100 milliliters (0.00%) of alcohol;
- Secondary test conducted at an accredited laboratory for drugs in excess of the levels contained in AS 4760:2006, performed at an accredited laboratory. Note: Benzodiazepine level¹ to be provided by the prescribed testing laboratory.

A confirmed positive result as described above is a fail.

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

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

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

**For Cause Testing** is drug and alcohol testing which may be carried out for any of these scenarios:
- An individual or group of individuals’ fitness for work may have been a contributing factor in an incident.
- There is a direct observation or indication of impairment or unusual behaviour or actions by the individual.
- Evidence or reason to believe the individual is involved with the use of alcohol or other drugs while at work.
- Where safety precautions or processes may have been breached by the individual.

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

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

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

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

¹ Benzodiazepine concentrations are to be confirmed with [Insert Company]'s chosen Drug & Alcohol testing provider.
NATA is the National Association of Testing Authorities, who accredits laboratories, inspection bodies and calibration services produce certified reference materials and provide proficiency testing schemes throughout Australia.

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

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

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


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

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

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

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

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

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

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

Worker means:
- a worker (including salaried, staff and managerial personnel), or
- a contractor or subcontractor, or
- a worker of a contractor or subcontractor, or
- a worker of a labour hire company who has been assigned to work in the person’s business or undertaking, or
- an outworker, or
- an apprentice or trainee, or
- a student gaining work experience, or
- a volunteer, or
- a visitor, or
- a consultant.

Workplace means a place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be while at work, including all facilities provided to the workers for the purpose of conducting works for [Insert Company]. A workplace includes, but is not limited to:
- site/project office
- plant and laydown yards
- car parks
- sheds and rooms
- amenities
- working locations
Drug & Alcohol Management Program
[Insert Project]

- shipping containers and site safes
- company vehicles

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

1.5 Confidentiality

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

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

2.0 DUTY OF CARE AND RESPONSIBILITY

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

2.1 Employers

[Insert Company] must provide a safe and healthy workplace for the workers or other persons by ensuring, so far as is reasonably practicable:
- Safe systems of work
- A safe work environment
- Safe use of plant, structures and substances
- Facilities for the welfare of the workers are adequate
- Notification and recording of workplace incidents
- Adequate information, training, instruction and supervision is given
- Compliance with the requirements under the Occupational Health and Safety Regulation 2007
- Effective systems are in place for monitoring the health of workers and workplace conditions.

2.2 Management of test results

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

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

2.3 Project Manager

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

2.4 [Insert Company] Health, Safety & Environmental Manager

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

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

2.6 Health & Safety Committee

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

2.7 Workers & Other Persons

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

- Take reasonable care for their own health and safety
- Take reasonable care for the health and safety of other workers who may be affected by the worker’s acts or omissions, and
- Cooperate with his or her employer with respect to any action taken by the employer to comply with requirements imposed by the Act, Regulations or guidelines.

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

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

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

3.0 EDUCATION & COMMUNICATION

3.1 Initial Training

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

- The health and safety implications of drug and alcohol use.
- Medications which may affect the worker’s ability to work safely.
- Medications and other factors which may trigger a non-negative result.
- Recognition of the early indication of drug and alcohol abuse.
- The adverse effects that drugs and alcohol may have on health, and the related risks to safety and the environment.
- Treatment and rehabilitation, including [Insert Company]'s Employee Assistance Program (EAP).
- Resources available for counselling and/or rehabilitation and the procedures for obtaining assistance or referring workers for assistance.
- The contents and requirements of this drug and alcohol clause.
- Levels of drug and alcohol consumption.
- The use of available alcohol testing equipment for personnel who wish to test themselves voluntarily before the start of their normal shift.
3.2 Accredited Training

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

3.3 D&A Officer

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

3.4 Inductions

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

3.5 Distribution of Information

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

3.6 Additional Information

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

3.7 Medical conditions that may affect Fitness for Duty

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

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

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

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

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

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

4.0 SUPPORT

4.1 Available support

[Insert Company] will make available support to the workers in respect of drug and alcohol issues. This will include:
Drug & Alcohol Management Program
[Insert Project]

- allowing access to any Union support programs; and
- Providing access to [Insert Company] Employee Assistance Program (EAP).

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

5.0 REGULAR TESTING
Regular drug and alcohol testing (for substances as per Appendix C) will be conducted on a monthly basis involving all workers (as defined by clause 1.4 definition) on the project. Testing will be conducted based on the following scales:
- Where there are less than 30 workers on site, a minimum of 10% of the workforce will be tested.
- Where there are 30 to 100 workers on site, a minimum of 5 workers will be tested.
- Where there are greater than 100 workers on site, a minimum of 10 workers will be tested.
- Visitors will be subject to for cause testing only.

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

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

6.0 DRUG & ALCOHOL TESTING (1ST STEP)

6.1 Principle
NB: This clause does not limit the random testing required under clause 5.
The Parties agree that the pre-conditions to testing as set out in this clause represent a proper balance of ensuring a safe workplace and protecting privacy and associated rights of workers.
[Insert Company] shall only request a worker to undertake “for cause” or “reasonable concern” testing if the criteria set out below for “for cause testing” or “reasonable concern testing” are satisfied.
A worker may voluntarily test. This process is dealt with below in the section dealing with “Self-testing”.
The following are the only testing processes and techniques that can be used to undertake “for cause” or “reasonable concern” or “self-testing”. Any failure to comply with this clause will render the tests invalid, and no action will be taken against the worker in connection with the results of a non-complying test.

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

6.3 For Cause Testing
[Insert Company] may only request a worker to undertake for cause testing if the following criteria are met:
- The worker has been involved in an accident or incident, or had the potential to, cause:
- Serious and major damage to mobile plant or property; or
Drug & Alcohol Management Program
[Insert Project]

- An injury to himself/herself or other individual(s).
- Participation in a relevant and specific Industry focus area when the worker is undertaking High Risk Work as identified by [Insert Company]. Workers will be selected for testing using a random selection process nominated by [Insert Company] management following a consultation process in line with OHS legislation.

6.4 Reasonable Concern Testing

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

An observable phenomena occurs, which is:
- the direct observation of the worker of using, and/or the physical behavioural symptoms of being impaired by, alcohol and/or other drugs; and/or
- unusual and/or inexplicable actions by the worker;
- There is evidence that the worker is involved in the use or possession of alcohol and/or other drugs while working; or
- The worker has breached safety provisions or procedures.

7.0 TESTING PROCEDURE (2ND STEP)

7.1 Self-Testing

The following process is designed to encourage self-testing where a worker is unsure of his/her fitness for work. Self-testing will be done in accordance with the following:
- [Insert Company] will provide workers with private and confidential facilities and equipment to self-test for alcohol and/or drugs on a "without prejudice" basis before starting work.
- The worker who seeks to self-test for alcohol shall do so in accordance with the relevant testing method below.
- The worker, who seeks to self-test for drugs, shall advise the D&A Officer of this.
- The D&A Officer shall then conduct the relevant testing method below if requested.

7.2 For Cause or Reasonable Concern testing procedure

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

[Insert Company] shall firstly meet with the worker, who will be given the opportunity to have a representative of their choice present where practicable. At this meeting:
- [Insert Company] shall advise the worker of the factual foundation which has satisfied the relevant pre-conditions for testing;
- [Insert Company] may request the worker to undertake an Observable Impairment Assessment (see Appendix A).
- If the worker refuses to undertake the Observable Impairment Assessment (Appendix A), then the refusal clause shall apply.
- If the worker agrees, then the 'Observable Assessment Checklist' is undertaken and completed in accordance with Appendix A.
- If deemed to be impaired, the worker is to be tested in accordance with the Testing Methods clause.
- If not impaired, the worker shall return to work and all records shall be destroyed.
8.0 TESTING METHODS FOR DRUGS & ALCOHOL

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

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

- Opiates;
- THC;
- Cocaine;
- Benzodiazepines;
- Amphetamine; and
- Methamphetamine.

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

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

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

This includes, but is not limited to:

- performing all the quality assurance requirements, such as negative and positive controls every 25 tests; the testing body must be accredited and independently audited by an organisation such as ISO or NATA;
- Collectors must be trained and receive a certificate of attainment in accordance with the Australian Quality Training Framework;
- Oral Fluid devices must have the recommended cut-off levels;
- Oral Fluid devices must undergo regular quality control checks including a positive and negative control every 25 tests, and one in 20 negative donor samples must be sent to an appropriately accredited laboratory to confirm a negative result;
- Collectors are required to explain the procedures to each donor, conduct an approved identity check, and have them complete a consent form;
- Collection and performance of the initial test must be performed in the presence of the donor; and
- An unconfirmed (non-negative) sample must be despatched under strict chain of custody procedures including a second reference sample which has been collected at the same time.

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

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

9.0 TESTING RESULTS

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

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

9.2 Drug Testing

- A worker will be considered to have not passed their drug test if their test result indicates they have equal to or above the relevant cut-off levels of the substances referred to in AS 4760.
- [Insert Company] shall only be advised whether the test result is positive or negative for drugs. [Insert Company] will have one central database to record and monitor disciplinary action should a worker have a 1st, 2nd or 3rd infraction. [Insert Company] will inform the relevant Subcontractor line manager of the confirmatory result for each employee. This information should be made available to the EAP provider as agreed by the worker.
- The worker shall receive the full drug test results report (as per AS 4760). Note: Benzodiazepine level to be provided by the prescribed testing laboratory.
- The results shall be provided by confidential email or in a sealed envelope, marked private and confidential from the relevant tester.

10.0 CONSEQUENCES

10.1 Self-Testing

Workers who self-test positive for alcohol and/or drugs shall advise [Insert Company] that they are unfit for work. All reasonable assistance is to be afforded to ensure the affected worker can make his/her way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor).

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

No record of testing shall be kept

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

10.2 Alcohol Test

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

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

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

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

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

10.3 Drug Testing

Workers recording a negative result (pass) are permitted to return to work immediately. No record of the test is to be maintained.
Workers recording an onsite non-negative result (fail) will NOT be permitted to return to work and the oral fluid sample will be sent immediately for confirmatory testing at an accredited laboratory in line with AS 4760. The worker shall then leave the workplace when practicable. All reasonable assistance is to be afforded to ensure the affected worker can make their way from the workplace to a safe location without harm (e.g. taxi, lift from a friend or supervisor). An agreed leave of absence arrangement or loss of pay is to apply.

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

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

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

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

10.4 Refusal to Test

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

- [Insert Company], will inform the worker and the worker’s chosen representative, the refusal will have the same consequences as a non-negative result, i.e. that the worker will be deemed to be unfit for work due to the presence of alcohol or drugs.
- If the worker still refuses, [Insert Company] and the D&A Impairment Officer shall consult with the worker and the worker’s chosen representative, regarding the requirements, process and consequences of refusing to test and encourage him/her to partake in the test. This would be the second request to be tested.

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

10.5 Disciplinary Action

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

First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:
- Required to attend the Support referred to in clause 4;
- Informed of the consequences of testing positive and obligation to present, or remain in a fit state;
- Informed of further disciplinary action and testing requirements should he/she have a confirmed positive result (alcohol or drug) within the next 12 months.
- Second Occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12 month period will be:
- Required to re-attend the Support referred to in clause 4;
- Required to participate in a rehabilitation program as per clause 4;
- Informed of the consequences of testing positive and obligation to present, or remain in a fit state;
Drug & Alcohol Management Program
[Insert Project]

- Given a verbal warning with diary entry placed on file; and
- Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

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

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

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

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

10.6 Self-Declaration

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

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

11.0 CONFIDENTIALITY

11.1 Confidentiality of Information

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

11.2 Confidentiality of Results

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

11.3 [Insert Company]'s Duties

[Insert Company] will adhere to the following:
- Testing will be conducted in a location that maintains the privacy and dignity of the individual.
- Negative (pass) results will be destroyed. Evidence of the tests being conducted will be retained on site.
- Workers who record a non-negative (fail) result will be treated at all times in a respectful and non-judgemental manner by all involved in the management of the matter.
- Positive and non-negative (fail) alcohol or drug test results will be retained on file until 12 months has elapsed since the most recent positive/non-negative result.

11.4 Release of Information

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

12.1 Amendments to DAMP

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

12.2 Aim

The attendees shall seek to reach agreement on any proposed amendments.
APPENDIX A - OBSERVABLE IMPAIRMENT ASSESSMENT CHECKLIST

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

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

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

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

<table>
<thead>
<tr>
<th>DETAILS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Individual being Assessed:</td>
</tr>
<tr>
<td>Date/Time:</td>
</tr>
<tr>
<td>Contact Number:</td>
</tr>
<tr>
<td>Name of Responsible Persons (Management Representative &amp; Worker Representative)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ASSESSMENT TRIGGER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Behaviour / Actions / Observations noted prior to this assessment:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHYSICAL INDICATORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDICATOR</td>
</tr>
<tr>
<td>Strong smell of alcohol on the breath</td>
</tr>
<tr>
<td>Slurred, incoherent or disjointed speech (losing track)</td>
</tr>
<tr>
<td>Unsteadiness on the feet</td>
</tr>
<tr>
<td>Poor coordination / muscle control</td>
</tr>
<tr>
<td>Drowsiness or sleeping on the job during work breaks</td>
</tr>
<tr>
<td>Inability to follow simple instructions</td>
</tr>
<tr>
<td>Nausea / vomiting</td>
</tr>
</tbody>
</table>
**Details:**

<table>
<thead>
<tr>
<th>Physical Indicators</th>
<th>Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reddened or bloodshot eyes</td>
<td></td>
</tr>
<tr>
<td>Jaw Clenching</td>
<td></td>
</tr>
<tr>
<td>Sweating / hot and cold flushes</td>
<td></td>
</tr>
</tbody>
</table>

**Emotional Indicators (Not a basis for reasonable suspicion)**

<table>
<thead>
<tr>
<th>Emotional Indicator</th>
<th>Observed – Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of inhibition</td>
<td></td>
</tr>
<tr>
<td>Aggressive or argumentative behaviour</td>
<td></td>
</tr>
<tr>
<td>Irrational</td>
<td></td>
</tr>
<tr>
<td>Intense moods (sad, happy, angry)</td>
<td></td>
</tr>
<tr>
<td>Quiet and reflective</td>
<td></td>
</tr>
<tr>
<td>Talkative</td>
<td></td>
</tr>
<tr>
<td>Increased confidence</td>
<td></td>
</tr>
<tr>
<td>Appearance or behaviour is out of character</td>
<td></td>
</tr>
</tbody>
</table>

**Breath**

<table>
<thead>
<tr>
<th>Breath Indicators</th>
<th>Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smell of intoxicating liquor:</td>
<td>Nil</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

**Skin**

<table>
<thead>
<tr>
<th>Skin Indicators</th>
<th>Observations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal/Pale</td>
<td></td>
</tr>
<tr>
<td>Excessive Perspiration</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>
Drug & Alcohol Management Program
[Insert Project]

OBSERVATION CHECKLIST (CONT):

CLOTHING

☐ Orderly  ☐ Soiled  ☐ Disarranged

Other:  

ATTITUDE: (Circle the appropriate description(s))

Co-operative  Evasive  Anxious  Excited  Drowsy

Relaxed  Irritable  Indifferent  Hostile  Cocky

Sedated  Antagonistic  Depressed

Other:  

ACTIONS: (Circle the appropriate description(s))

Fighting  Swearing  Hiccups  Belching  Runny Nose

Talkative  Hallucinations  Crying  Restlessness  Dribbling

Vomiting  Constant Scratching  Unable to follow instructions

Other:  

EYES: (Circle the appropriate description(s))

Normal  Watery  Glazed  Bloodshot  Eyelids Drooping

Pupils Enlarged  Pinpoint Pupils  Rolling Eyes

Other:  

BREATHING: (Circle the appropriate description(s))

Normal  Short  Jerky  Rapid  Shallow

Slow

Other:  

Page 19
Drug & Alcohol Management Program
[Insert Project]

**OBSERVATION CHECKLIST (CONT):**

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

- Normal
- Incoherent
- Slurred
- Confused
- Fast
- Slow

Other:

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

- Unsteady
- Swaying
- Slumping
- Falling

Other:

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

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

Other:

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

- Identify Colleagues
- Day/Date
- Time
- Place
- Recent Events

Other:

**QUESTIONS**

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

Response:

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

Response:

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

Response:
Drug & Alcohol Management Program
[Insert Project]

ASSESSMENT RESULT (Both responsible persons must agree)

No Testing Required (alternate action if applicable – note in comments below)

Testing required – At least one (1) physical indicator in evidence

Both responsible person(s) agree

Person 1

Person 2

COMMENTS (Including mitigating factors noted or explained by the person, emotional factors identified above. Further actions to be undertaken may include the following):

COMPLETION OF ASSESSMENT

Name of Person Assessed

Signature: Date:

Name of Responsible Person 1

Signature: Date:

Name of Responsible Person 2

Signature: Date:
APPENDIX B – DRUG & ALCOHOL COUNSELLING ADVICE

Alcoholics Anonymous (AA)
National Tel: 1300 22 22 22
24 hour Helpline: 1300 22 22 22

Australian Drug Foundation (ADF)
Tel: 1300 858 584

Directline
Tel: 1800 888 236

Directline is a state-wide alcohol and drug service that provides phone counselling, information and referral.

IncoLink Support Services - Cardigan Street
Unit 11, 233 Cardigan Street
Carlton VIC, 3053
Telephone: (03) 9668 3061
Mobile: 0419 568 605

Family Drug Help
Tel: 1300 660 068

Support, information, education, inspiration and encouragement for family members of people who use drugs.

Family Drug Support
Tel: 1300 368 186

Support for families faced with problematic drug use.

Lifeline
Tel: 13 11 14

If you are feeling suicidal or that you just can't cope then call Lifeline.

MATES in Construction
24 hour Helpline: 1300 MIC 111 (1300 642 111)

Narcotics Anonymous
www.na.org.au
Drug & Alcohol Management Program
[Insert Project]

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

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

- Conflict and communication
- Maximizing performance
- Depression, anxiety and stress
- Relationship and marital problems
- Children or family member concerns
- Grief and bereavement
- Elder care issues
- Addictions
- Career path issues
- Retirement
- Work life balance
- Work stress

By calling the toll free number below you can arrange an appointment in Australia at a convenient time and location.
Tel: 1800 808 374 – Assure Programs

What you need to know...

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

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

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

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

Further Information
Further information may be obtained from the HSE and HR Teams.
Drug & Alcohol Management Program
[Insert Project]

APPENDIX C – TEST TARGET CONCENTRATIONS


ALCOHOL TESTING THRESHOLD

<table>
<thead>
<tr>
<th>Alcohol</th>
<th>BAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

DRUG TEST THRESHOLDS

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

<table>
<thead>
<tr>
<th>Class of Drug</th>
<th>Target Concentration (ng/mL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opiates</td>
<td>50</td>
</tr>
<tr>
<td>Amphetamine-type stimulants</td>
<td>50</td>
</tr>
<tr>
<td>9 tetrahydrocannabinol (THC)</td>
<td>25</td>
</tr>
<tr>
<td>Cocaine and metabolites</td>
<td>50</td>
</tr>
</tbody>
</table>

Note: These targets represent the undiluted oral fluid concentration.

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

<table>
<thead>
<tr>
<th>Class of Drug</th>
<th>Target Concentration (ng/mL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opiates</td>
<td>50</td>
</tr>
<tr>
<td>Amphetamine-type stimulants</td>
<td>50</td>
</tr>
<tr>
<td>9 tetrahydrocannabinol (THC)</td>
<td>25</td>
</tr>
<tr>
<td>Cocaine and metabolites</td>
<td>50</td>
</tr>
</tbody>
</table>

Note: These targets represent the undiluted oral fluid concentration.
From Table 5.1, AS 4760:2006, Non-Immunoassay Initial Test and Confirmatory Target Concentrations

<table>
<thead>
<tr>
<th>Compound</th>
<th>Target Concentration (ng/mL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morphine</td>
<td>25</td>
</tr>
<tr>
<td>Codeine</td>
<td>25</td>
</tr>
<tr>
<td>6-Acetyl morphine</td>
<td>10</td>
</tr>
<tr>
<td>Amphetamine</td>
<td>25</td>
</tr>
<tr>
<td>Methylamphetamine</td>
<td>25</td>
</tr>
<tr>
<td>Methylenedioxymethamphetamine</td>
<td>25</td>
</tr>
<tr>
<td>Methylenedioxyamphetamine</td>
<td>25</td>
</tr>
<tr>
<td>tetrahydrocannabinol (THC)</td>
<td>10</td>
</tr>
<tr>
<td>Cocaine</td>
<td>25</td>
</tr>
<tr>
<td>Benzoylecgonine</td>
<td>25</td>
</tr>
<tr>
<td>Ecgonine methyl ester</td>
<td>25</td>
</tr>
</tbody>
</table>

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

Note: Benzodiazepine target concentrations to be confirmed with the laboratory used.
APPENDIX D – EXAMPLE DRUG TESTING CONSENT AND CHAIN OF CUSTODY FORM

<table>
<thead>
<tr>
<th>Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule agreed by</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Signature</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Testing Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule agreed by</td>
</tr>
<tr>
<td>Testing Methodology</td>
</tr>
<tr>
<td>Drug Testing</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Alcohol Testing</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Record of Testing Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test Date</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
APPENDIX I

1.1 Qualification
(a) An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from the employees' usual place of residence that the employee cannot reasonably return to that place each night under the following conditions:
(i) The employee is not in receipt of relocation benefits.
(ii) The employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
(iii) The employee on being requested by the employer informs the employer, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.
(b) Subject to clause 1.2 hereof an employee is regarded as bound by the statement of the employees' address and no entitlement shall exist if unknowingly to the employer the employee wilfully and without duress made a false statement in relation to the above.

1.2 Employee's address
(a) The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:
(i) the address of the place of residence at the time of application; and
(ii) the address of the separately maintained residence, if applicable.
(b) Provided however, that the Employer shall not exercise undue influence, for the purpose of avoiding its obligations under the award, in persuading the prospective employee to insert a false address.
(c) No subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.
(d) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.
(e) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.
(f) Any dispute arising in respect of this clause shall be dealt with in accordance with clause 10 Disputes resolution procedure of this Agreement.

1.3 Entitlement
Where an employee qualifies under clause 1.1 hereof the employer shall:
(a) pay an allowance of $770.00 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be $150.00 per day.
Provided that the foregoing allowances shall be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be dealt with in accordance with clause 10 – Disputes resolution procedure of this agreement. In addition, $12.00 shall be paid for each night the employee is required to be away from home; or

(b) provide the Employee with reasonable board and lodging (reasonable board and lodging shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available).

1.4 Travelling expenses

An employee who is sent by an employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause shall not be entitled to any of the allowances prescribed by clause 25.5 of this Agreement for the period occupied in travelling from the employees' usual place of residence to the distant job, but in lieu thereof shall be paid:

(a) Forward journey

(i) The time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

(ii) The amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting tools if such is incurred.

(iii) Any meals incurred while travelling at the rate of meal allowance as stipulated at Clause 36 of the Agreement.

(iv) Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not forthwith return to the employee's place of engagement.

(b) Return journey

(i) An employee shall, for the return journey, receive the same time, fares and meal payments as provided in clause 1.4(a) hereof, together with an amount of $20.81 to cover the cost of transport and transporting tools from the main public transport terminal to the employees usual place of residence. Subject to further order this allowance shall not be payable to employees engaged on weekly hire.

(ii) Provided that the above return journey payments shall not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.
1.5 Daily fares allowance
An employee engaged on a job who qualifies under the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by clause 25.5 of this Agreement.

1.6 Weekend return home
(a) An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or employers representative, no later than Tuesday of each week, of the employee's intention to return to the employee's usual place of residence at the weekend and who returns to such usual place of residence for the weekend, shall be paid an allowance of $35.28 for each occasion.

(b) Clause 1.6(a) hereof shall not apply to an employee who is receiving the payment prescribed in clause 1.3(a) hereof in lieu of board and lodging being provided by the employer.

(c) When an employee returns to the employee's usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 1.3(a) hereof shall be made.

1.7 Alternative paid day off procedure
If the employer and the employee so agree in writing, the paid rostered day off as prescribed in clause 35 - Rostered Days Off of this agreement, may be taken, and paid for at the end of the project, or on termination whichever comes first.

1.8 Termination
An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.
APPENDIX J

Notification pursuant to clause 35.8(c) to Work on Scheduled RDO

Date: ____________________

<table>
<thead>
<tr>
<th>Employer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of scheduled RDO to be Worked:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Project Address:</td>
<td></td>
</tr>
<tr>
<td>Work to be Undertaken:</td>
<td></td>
</tr>
<tr>
<td>Approximate Number of Employees required:</td>
<td></td>
</tr>
<tr>
<td>Union Delegate/ Employee Representative (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

Manager Contact Details:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

Tick the appropriate box:

- [ ] Affected Employee/s consulted by Employer.
- [ ] Affected Employee/s not wishing to work in accordance with the clause have been given opportunity to reasonably refuse.
- [ ] Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their Union Delegate/ Employee representative.

Reason/s for work on scheduled RDO (as per clause 51 of the Agreement)

- [ ] Allow others to work productively
- [ ] Maintenance, repair, commissioning
- [ ] Unforeseen delays
- [ ] Inclement weather
- [ ] Unexpected delays, scheduling, supplies
- [ ] Restrictions, laws, regulations, etc.

Explanation of ground/s listed above:

[Box for explanation]