



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Construction, Forestry and Maritime Employees Union (AG2024/1385)

AJA INDUSTRIES AUSTRALIA PTY LTD T/A JACARANDA INDUSTRIES AND CMFEU - MANUFACTURING DIVISION ENTERPRISE AGREEMENT 2023-2025

Manufacturing and associated industries

COMMISSIONER ALLISON

MELBOURNE, 8 MAY 2024

Application for approval of the AJA Industries Australia Pty Ltd T/A Jacaranda Industries and CMFEU - Manufacturing Division Enterprise Agreement 2023-2025

[1] An application has been made for approval of an enterprise agreement known as the *AJA Industries Australia Pty Ltd T/A Jacaranda Industries and CMFEU - Manufacturing Division Enterprise Agreement 2023-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Construction, Forestry and Maritime Employees Union (CFMEU). The Employer is AJA Industries Australia Pty Ltd T/A Jacaranda Industries. The Agreement is a single enterprise agreement.

[2] The Notice of Employee Representational Rights (NERR) that was issued to the employees was not on the current prescribed form. I also note that the employees covered by the NERR appears to be narrower than that of the Agreement, as it does not include reference to employees performing work within the scope of the *Building and Construction General On-Site Award 2020* and the *Joinery and Building Trades Award 2020*. I am satisfied that these were minor procedural or technical errors and that the employees were not likely to have been disadvantaged by them. Accordingly, I exercise the discretion conferred by s.188(5) of the Act to disregard these errors.

[3] 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.

[4] The CFMEU 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2024. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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Enterprise agreement

Between

AJA Industries Australia Pty Ltd T/A

Jacaranda Industries

And

**CFMEU – Manufacturing Division
(FURNISHING)**

2023-2025

AJA Industries Australia Pty Ltd T/A Jacaranda Industries and CFMEU Manufacturing Division Enterprise Agreement 2023- 2025

Part 1—APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be called AJA Industries Australia Pty Ltd T/A Jacaranda Industries and CFMEU – Manufacturing Division Enterprise Agreement 2023-2025.

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3. APPLICATION

3.1 This Agreement will apply to AJA Industries Australia Pty Ltd t/a Jacaranda Industries located at 64-72 Seaside Parade, North Shore, Victoria 3214, in respect to all its employees performing work which is covered by the *Timber Industry Award 2020* ("The Timber Award"), *Joinery and Building Trades Award 2020* ("the Joinery Award") and *The Building & Construction General On-site Award 2020* ("the Building Award").

3.2 Associated Entities

(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work of substantially the same for the new Employer, 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 the Employer.

4. PARTIES BOUND

This Agreement will be binding upon:

(a) the Construction Forestry Mining and Energy Union ("the Union") and its Officers and members; and

(b) AJA Industries Australia Pty Ltd t/a Jacaranda Industries ("the employer")

in respect of all workers who perform work which is covered by the Awards recorded in clause 3 of this Agreement.

5. DURATION OF AGREEMENT

(a) This Agreement will come into operation 7 days after it is approved by the Fair Work Commission (FWC).

(b) The nominal expiry date of this Agreement is 30 June 2025.

(c) The Agreement will continue to operate until it is terminated or replaced.

6. RELATIONSHIP TO PARENT AWARDS

6.1 This Agreement incorporates and applies wholly in conjunction with:

- (a) the *Timber Award*, as varied from time to time, and including any replacement award;
- (b) the *Joinery Award*, as varied from time to time, and including any replacement award;
- (c) the *Building Award*, as varied from time to time, and including any replacement award

6.2 Where there is an inconsistency between an express provision of this Agreement and a provision in the *Timber Award* (as it relates to an employee performing work which is covered by that award), the provisions of this Agreement shall prevail to the extent of inconsistency.

6.3 Where there is an inconsistency between an express provision of this Agreement and a provision in the *Joinery Award* (as it relates to an employee performing work which is covered by that award), the provisions of this Agreement shall prevail to the extent of inconsistency.

6.4 Where there is an inconsistency between an express provision of this Agreement and a provision in the *Building Award* (as it relates to an employee performing work which is covered by that award), the provisions of this Agreement shall prevail to the extent of inconsistency.

6.5 The employer agrees not to implement the Award or Awards in clauses 6.2 to 6.4 in such a manner that would reduce any conditions, entitlements or benefits which are available to employees either prior to making this agreement or prior to modernisation. Any classification structure or definition included in any award which covered the workplace prior to modernisation will apply to all employees covered by this agreement. Any increase, improvement, or broadening of entitlements in the award will be taken to be included in this agreement.

6.6 The making of this Agreement does not affect existing above Agreement payments and conditions of employment, unless the terms of this Agreement expressly provide that no other arrangements will apply.

6.7 Upon incorporating terms of the *Timber Award*, the *Joinery Award* and the *Building Award* into the Agreement, the incorporated terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the particular award. References within a particular award to the 'Award' shall be read to mean this Agreement.

6.8 If, at any time, the conditions set out in this Agreement, including the incorporated Award or Awards are less favourable than those in the National Employment Standards ("the NES"), in any particular respect, the conditions in the NES will apply to the exclusion of this Agreement in the particular respect in which they are more favourable.

7. CONTRACT OF EMPLOYMENT

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

"The AJA Industries Australia Pty Ltd t/a Jacaranda Industries and CFMEU Enterprise Agreement 2023-2025 was approved by the Fair Work Commission on the (date of lodgement). The terms and conditions of this Agreement constitute terms of your contract of employment with AJA Industries Australia Pty Ltd t/a Jacaranda Industries. Accordingly, if a term or condition of the Agreement or the Award is breached it may be enforced by you in a court of competent jurisdiction."

Any new employee, to whom this Agreement applies, must on commencing employment with the employer be given the above notification.

8. OBJECTIVES

The objectives of this Agreement are to:

- (a)** Improve job satisfaction of the employer and its employees by improving on existing award and industry standards.
- (b)** Increase efficiency and productivity of the employer through the effective utilisation of skills and commitment of employees.
- (c)** Improve skill levels of employees and management.
 - i. Achieve the specific goals of the employer namely:-
 - ii. To maintain the level of work for all employees and a high standard of production.
 - iii. To efficiently and economically perform all duties to ensure future contracts.
- (d)** Develop career paths by promoting employees in accordance with the skills related classification structure in the Award.

9. EQUAL OPPORTUNITY

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

9.2 The parties further recognise that discrimination in its various forms, may prevent workers from participating fully in the operations of the enterprise. Accordingly, the parties agree that any form of discrimination on the basis of:

- Race, colour, descent, national, social or ethnic origin;
- Sex, gender identity or sexual orientation;
- Age;
- Physical or mental disability;
- Marital status;
- Family or carer responsibilities;
- Pregnancy, potential pregnancy or breastfeeding;
- Religion or religious belief
- Political opinion
- Irrelevant criminal record
- Union membership or participation in union activities or other collective industrial activity;
- Personal association with someone possessing one or more of these attributes will not be tolerated in the workplace.

9.3 The parties will abide by all applicable state and federal laws relating to equal opportunity and protection from discrimination.

9.4 The employer is committed to the principle of equal pay for work of equal value and will not allow gender inequality to occur in the workplace. Any dispute over this issue will be handled in accordance with the dispute procedure at clause 16.

10. NO EXTRA CLAIMS

10.1 Until this Agreement is replaced the employer, Employees and the Union agree that:

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

11. MEASURES TO IMPROVE PRODUCTIVITY

11.1 Rostered Days Off

Employees are entitled to thirteen rostered days off per year. Rostered days off ("RDOs") will be taken on the dates set out in the Union RDO Calendar ("the Calendar"). The Calendar will be distributed in November each year and will apply to the following year from 1 January.

The parties agree to the following arrangements:

- (a) Subject to mutual agreement, employees may request or be requested to defer their RDOs;
- (b) RDOs may be banked to a maximum of five (5) days after consultation between the parties;
- (c) Subject to the employer agreeing, RDOs may be banked to be taken with the next or subsequent RDO, or taken on a day as agreed with the employer. Nothing in this clause entitles the employer to direct a worker to take a single RDO on a Tuesday, Wednesday or Thursday;
- (d) Banked rostered days off must be taken within 12 months of that RDO being banked;
- (e) Where employees agree, the taking of RDOs may be split with a proportion of the employees taking their RDO on a Monday and a proportion on a Friday in any week;
- (f) Such work will be paid for at ordinary time rates of pay;

11.2 Paid Days Off

The parties to this Agreement agree to (4) Paid Days Off to be observed each calendar year on dates provided by the Union at the start of each year in addition to the thirteen (13) Rostered Days Off provided for within the Award. If employment ceases, for any reason, before one such day falls due then the entitlement does not exist and payment is not required. There is no pro rata entitlement to the four Paid Days Off.

11.3 Payment of Wages

Employees shall be paid weekly in cash or by cheque or by bank deposit not later than Thursday, provided that where a public holiday falls on Friday, an employee where practicable, shall be paid no later than Wednesday. Wages will be paid into no more than two accounts of the employee's choice.

11.4 Re-deployment

To ensure the viability of the employer's operations and to enhance job security an employee will perform duties as directed. The duties which an employee is directed to perform must be within that employee's level of competency, knowledge and skill. If an employee is directed to perform duties which they don't believe they are competent to perform, they can refuse to perform that task until the matter is resolved through the dispute procedure.

If an employee carries out duties of a lower classification level than their normal classification level, then that employee will not have their wage rate reduced as a result of performing such duties. It is further agreed that this clause will not be used to promote the de-skilling of any employee.

11.5 Quality

(a) The parties acknowledge the need to be nationally/internationally competitive and are committed to the adoption by all employees of agreed procedures which will ensure the production of quality products to Australian Standards AS/NZ 9001:2008.

(b) The parties are committed to the principle of everyone taking ownership and accountability for the quality of their work.

(c) It is agreed that the customer is the most valuable asset who requires quality products, delivered on time at nationally/internationally competitive costs.

11.6 Productivity Indicators

The parties agree to develop, test, monitor, evaluate and apply in the workplace realistic performance indicators on such issues as productivity, on time delivery, wastage and customer service. This will form part of the training reform agenda.

12. COMMITMENTS

12.1 The parties are committed to working together within consultative framework to achieve real, demonstrable gains in productivity. The parties agree that this Agreement constitutes the continuation of a process of continuous performance improvement to ensure the viability of the business making the enterprise more competitive nationally and/or internationally, attractive for investment thereby ensuring secure employment in the future.

12.2 The parties are committed to improving consultation, quality of work life of employees, providing employees with more varied, skilled, fulfilling and better paid jobs.

12.3 Changes will be required from many employees as result of this Agreement. This includes employees working in the management area.

12.4 The parties recognise that such improvement will be achieved through the joint efforts of employees and management.

12.5 Together, the parties will continue to review, develop and implement measures to achieve continuous performance improvement.

12.6 The parties agree that productivity improvements will not be implemented at the expense of health and/or safety standards.

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

13. CONDITIONS OF EMPLOYMENT

Any conditions of employment which an employee is receiving, and which are over and above those contained in this Agreement, will not be affected by the operation of this Agreement.

14. CONSULTATION TERM

14.1 General

(a) The parties agree that they will consult each other about matters involving changes to the organisation or performance of work in the workplace covered by this Agreement.

(b) Such consultation will, but is not limited to, matters relating to: structural efficiency; training; termination; change and redundancy. In addition the parties may develop further consultative arrangements as required from time to time.

(c) Employees must be consulted in the development of workplace policies. Workplace policies, other than policies purely addressing bona fide OH&S matters, can only be introduced with the agreement of the employees.

14.2 Consultation regarding Major Change

(a) If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the employer must consult with the Union and any employees who will be affected by the decision. An employee is entitled to be represented by the Union or other representative for all purposes of consultation under this clause.

(b) As soon as practicable the employer must discuss with the Union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.

(c) For the purposes of the discussion the employer will provide the Union and relevant employees in writing:

- i. all relevant information about the change including the nature of the change proposed; and
- ii. information about the expected effects of the change on the employees; and
- iii. any other matters likely to affect the employees.

(d) In complying with this clause the employer is not required to disclose information which is confidential and commercially sensitive.

(e) The employer must give prompt and genuine consideration to matters raised about the major change by the Union and relevant employees.

(f) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.

(g) All participants must act in good faith in relation to the consultation process provided in this clause.

(h) While consultation in relation to major change is taking place, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the employer's consideration of major change will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

(i) In this clause:

- i. 'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- ii. A major change is "likely to have a significant effect on employees" if it results in: the termination of the employment of employees; or change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs; or the introduction or variation of any policy or procedure relating to drug and alcohol testing, or the introduction or variation of any policy or procedure relating to workplace privacy and electronic surveillance of any kind in the workplace; or any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.

14.3 Consultation about changes to rosters or hours of work

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

(b) The employer must:

- i. Provide in writing to the employee or employees affected and the Union, or any other representative if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- ii. Invite the employee or employees affected and the Union or any representatives, if any, to give their views about the impact of the proposed

change (including any impact in relation to their family or caring responsibilities) and allow them a reasonable time to respond; and

- iii. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or the Union or any other representatives.

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

(d) These provisions are to be read in conjunction with other provisions of this agreement concerning the scheduling of work and notice requirements.

15. POSTING OF AGREEMENT

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

16. DISPUTE RESOLUTION PROCEDURE

16.1 Union members are entitled to be represented by their Union representative at every stage of this process. Employees who are not union members may also choose to be represented. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.

16.2 If a dispute arises about this agreement, the NES (including subsections 65(5) or 76(4) of the Act), Occupational Health and Safety, or about any other matter or legislation pertaining to the employment relationship, the parties will attempt to resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure:

(a) Initially discussions will take place between the employee or employees concerned, their representative, the Union delegate, and the relevant supervisor or management representative.

(b) If the dispute is in relation to work on a construction site and not resolved as a result of those discussions, either party may refer the dispute to the Victorian Building Industry Disputes Panel for further discussion.

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

16.3 If the matter cannot be resolved by discussions in the workplace or at the Victorian Building Industry Disputes Panel, a party may refer the dispute to the Fair Work Commission for resolution by conciliation, or arbitration if necessary.

16.4 The Fair Work Commission may exercise such powers in relation to conciliation and arbitration as are necessary to make the conciliation or arbitration effective including all of the powers given to the Fair Work Commission by the *Fair Work Act 2009*.

16.5 If a party is represented by a Union representative, or other representative, who is not able to attend discussions, discussions in relation to the issue in dispute will not proceed until the Union representative, or other representative, is able to attend.

16.6 At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 2 working days, if a response is not received the matter may be referred directly to the Fair Work Commission.

16.7 The parties to the dispute and their representatives must act in good faith in relation to the dispute.

16.8 While this dispute settlement procedure is being followed, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the subject matter of the grievance or dispute occurring will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

16.9 Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure.

16.10 No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause.

16.11 The decision of the Fair Work Commission in an arbitration under this procedure may be appealed to a Full Bench of the Fair Work Commission.

16.12 Subject to a stay order or decision on Appeal, the parties to the dispute shall be bound by and must comply with a decision of the Fair Work Commission made pursuant to this clause.

17. CONSENT TO CONCILIATION IN CERTAIN CIRCUMSTANCES

17.1 The Union and the employer agree that if:

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

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

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

18. TRAINING

18.1 The parties to this Agreement recognise that, in order to increase the efficiency and competitiveness of the employer, a greater commitment to training and skills development is required of the employer and its employees. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with the opportunity to acquire additional skills; and
- (c) Removing demarcation barriers to enable utilisation of skills acquired.

18.2 The employer will consult on the development of training programs which are consistent with the following:

- (a) Training provided will be consistent with the employer's business requirements, relevant to the work of the employees and consistent with the skills development of each employee.
- (b) Training may be taken either on or off the job with all possible steps being taken to conduct the training in normal working hours.
- (c) The employer will meet training costs of courses approved by the employer.
- (d) The employer will not be asked to meet the costs of training undertaken by employees, which was not approved by the employer.

Part 3—WAGES, ALLOWANCES & RELATED MATTERS

19. WAGE INCREASES

19.1 It is agreed that employees covered by this Agreement will receive wage increase/s over the life of the Agreement.

19.2 The employer will pay the following increases on the dates indicated:-

1 September 2023 = 4%

1 March 2025 = 3%

19.3 The percentage increases payable under sub-clause 19.2 will be paid to each employee based on their weekly enterprise rate of pay for ordinary hours.

19.4 The percentage increases in sub-clause 19.2 means that the minimum rate of pay for employees employed in the applicable classification will be as set out in Schedule A. The hourly rate stated in Schedule A of this Agreement are to be used for the calculation of overtime penalty rates.

19.5 It is agreed that the parties to this Agreement will abide by the terms of any Safety Net increase decision handed down by the Fair Work Commission or its successor.

19.6 Casual Employees will receive an additional 25% loading in lieu of annual leave, personal/carer's leave and public holidays. This loading will be based on the applicable pay rate contained in this Agreement.

20. LEADING HAND ALLOWANCE

20.1 An employee appointed as a leading hand will be paid the below mentioned rates. These rates will be above the rates of the highest classified supervised employee or the employee's own rate, whichever is highest.

	Weekly Rate 38 Hours
In charge of not more than 1 person	= \$24.06
In charge of 2 and not more than 5 persons	= \$51.57
In charge of 6 and not more than 10 persons	= \$65.32
In charge of more than 10 persons	= \$87.09

20.2 The allowances in this Clause shall be adjusted annually, effective from 1st of March of each year according to the Melbourne CPI All Groups for the previous 12 months ending December.

21. MINIMUM ENTERPRISE RATES

The minimum enterprise rates for tradespersons and production employees are those at Schedule A.

22. APPRENTICES

22.1 The minimum enterprise rates for apprentices and adult apprentices are those at Schedule B.

22.2 No junior workers will be employed on a rate less than the award prescribed percentage of the adult classification of Production Employee Level 2 as stated in this Agreement. The pay rates for junior workers are those stated in Schedule B.

23. EMPLOYEES STARTING ON SITE/TRAVELLING ALLOWANCE

23.1 Employees may be required to start and cease work on site within the agreed zone.

23.2 An employee will not be required to travel directly to a job outside of a radius of 50 kilometres from the Geelong GPO ("the agreed zone").

23.3 All employees who are not provided with a company vehicle and who at any time are required to travel, due to work, outside of the agreed zone they will receive the motor vehicle allowance as stated in clause 21.5 of the Timber Award.

23.4 Time spent by employees required to travel beyond the agreed zone outside of normal hours of work will be counted as time worked and paid at the appropriate overtime penalty rate as stated in the Award.

23.5 The employer will reimburse employees required to undertake such travel for legitimate associated costs including parking and tolls.

23.6 All employees who are not provided with a company vehicle and who are required to work on site will be paid a travelling allowance per day in addition to amounts payable under subclauses 23.3, 23.4 and 23.5. This allowance will be paid increase as follows from the dates specified below:

1 March 2023 \$52.50 per day

23.7 For the life of this Agreement fares and travel allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter effective as of the 1st March from 2024 onwards, rounded to the nearest 5 cents

24. SUPPLY OF TOOLS

24.1 Where the employer does not supply and maintain all tools required by a worker, then that worker will receive the following weekly tool allowance based on their employment classification:

24.2 For the life of this Agreement tool allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter effective as of the 1st March from 2024 onwards, rounded to the nearest 5 cents

	2023	
A Tradesperson who is performing the duties of either a cabinet maker or joiner	\$42	
Assemblers	\$12.82	

25. LABOUR HIRE PROTOCOL

25.1 Where the employer makes a definite decision that it intends to engage contractors or labour hire companies to perform work covered by this Agreement, (which would ordinarily be undertaken by the employees), the employer shall consult with the employees and the Union in accordance with this clause.

In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work by the contractors/labour hire employees. If for any reason this does not occur, or if the employer has less than 14 days' notice of the need to commence the work, consultation will occur as soon as reasonably practicable – and in any case not more than 14 days after the contractors/labour hire employees commence work.

25.2 For the purpose of the consultation, the employer must inform the employees and the Union of:

- (a) The name of the proposed contractor(s)/labour hire company;
- (b) The type of work proposed to be given to the contractor(s)/labour hire company;
- (c) The number of persons and qualifications of the persons the proposed contractor(s)/labour hire company may engage to perform the work; and
- (d) The likely duration.
- (e) All disclosures under this clause must be in accordance with the Privacy Act.

25.3 The employer will consult with the employees and the Union over the following issues:

- (a) Safety; and
- (b) Inductions and facilities for contractor and labour hire employees.

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

25.5 For the purpose of providing optimal job security for employees, when any work is performed which either can be performed or is normally performed by employees and is instead performed by workers arranged through a labour hire company ("labour hire workers") the following conditions apply:

- (a) The labour hire workers must be offered permanent employment with the employer within a period of 14 weeks of commencing employment.
- (b) Labour hire workers and contractors will not be offered overtime before such work is offered to existing employees covered by this Agreement who are competent in the operations of the area where overtime is available.
- (c) An employee of a proposed contractor(s)/labour hire company who becomes a permanent employee of the employer will not be required to serve a probationary period

Part 4—HOURS OF WORK

26. NATIONAL STANDARDS

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

27. HOURS OF WORK

27.1 The ordinary hours of work for each employee will be 38 hours per week.

27.2 The ordinary hours will be completed by each employee working 7.6 hours each day from Monday to Friday each week. Employees will work an additional 0.4 hours each day from Monday to Friday which will accrue towards their rostered day off (RDO) entitlement. Accordingly, although each employee works 40 hours per week they will only be paid for 38 hours per week or 7.6 hours per day.

27.3 Each week 2 hours which an employee has worked will be credited towards their rostered day off (RDO) entitlement. Accordingly, although each employee works 40 hours per week they will only be paid for 38 hours per week or 7.6 hours per day.

27.4 Each employee is entitled to 13 RDOs per calendar year for which they will be paid as a normal work day.

27.5 The ordinary hours of work can only be rostered to be worked between the following spread of hours:

- i. 6am to 6pm each day.

27.6 The parties agree that, in the case of special circumstances arising, the employer may seek negotiations with an employee and their nominated representative concerning a variation to the spread of hours stated in clause 27.5(i) of this Agreement. No change to hours of work this clause can occur without the agreement of the employee(s) concerned.

27.7 Rates For Shift Workers

- i. **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight and will be paid 115% of the ordinary hourly rate.
- ii. **Night shift** means any shift finishing after midnight and at or before 8.00 am and will be paid 130% of the ordinary hourly rate.

28. WASH UP TIME

An employee will be given a reasonable time to wash up prior to meal breaks.

29. STAND DOWN OF EMPLOYEES

29.1 The Company has a right to deduct payment for any day the employee cannot be usefully employed because of any:

- (a)** Natural disasters
- (b)** Breakdown of machinery or equipment, including stoppage of power supply to the factory
- (c)** Industrial Action (other than industrial action organised or engaged in by the Company)

29.2 Any time off work as a result of shutdown will be counted as service for the purposes of accruing leave and length of service.

30. WORKING SHORTER TIME

30.1 Where the majority of the employees in any establishment or any department of such establishment agree to work part-time for any period or to close down for any period on such days other than prescribed holidays, the provisions of this Agreement as to the weekly wage shall not apply to an employee in such establishment or department during such period.

30.2 Any such period of part-time work or close down shall not exceed four weeks unless it has been subject to review by the employer and employee/s before the end of such period.

30.3 An employee affected by this clause shall have such part-time work or close down taken into account for the purpose of annual leave and in calculating the period of twelve months' continuous service, it shall count as though they were working.

30.4 The Union where applicable shall be advised by the employer of any Agreement entered into pursuant to this subclause.

Part 5—LEAVE PROVISIONS

31. ANNUAL LEAVE

The parties agree through consultation to implement the following;

31.1 Annual Leave

To allow greater flexibility in taking annual leave the following provisions will apply:

- (a) Employees will be credited with 20 (twenty) days annual leave per year.
- (b) Leave will be taken at times during the year as agreed between the employee and the employer.
- (c) The needs of the employee will be given primary consideration by the employer when such leave arrangements are being made.
- (d) As the employer normally observes the Christmas-New Year Industry Shutdown, employees may be required to take a break of not less than fourteen consecutive days during any shutdown period. This requirement can be varied for either a shorter or longer period of annual leave if the worker and the employer agree. Agreement must take place before the annual leave is taken and be documented. Employees without enough annual leave to cover the shutdown period may:
 - i. Elect to take unpaid leave.
 - ii. Elect to use banked time in lieu.
 - iii. Elect to use banked RDOs.
 - iv. Make another arrangement with the Employer by mutual agreement.
- (e) Remaining leave may be taken in;
 - i. one period of not less than seven consecutive days.
 - ii. single day/s to a maximum five days per annum.

31.2 Annual Leave Loading

A 17.5% loading on the ordinary rate of pay will be paid:

- (a) Upon the taking of annual leave; and
- (b) Upon termination

32. PERSONAL/CARER'S LEAVE

32.1 An employee required to stay at home to attend to a member of the employee's immediate family or member of the employee's household will be allowed to charge this leave against their sick leave entitlement.

32.2 On February 1 each year for the life of this Agreement, each employee of the employer will be credited with 10 days of personal/carer's leave. Where an employee commences employment prior to 1 February of a particular year, personal/carer's leave will accrue progressively according to the employee's ordinary hours of work, until 1 February is reached. From 1 February, the employee will be credited with 10 days of personal/carer's leave in line with other employees covered by this Agreement. An employee may take personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.

32.3 Cash Out Of Personal/Carer's Leave

(a) An employee can be paid out their unused personal/carer's leave only in accordance with the following conditions:

- i. Immediately after the worker's personal/carer's leave has been cashed out the employee must retain at least fifteen days of accrued personal/carer's leave; and
- ii. The worker must be paid exactly the same amount that they would have received if they had taken the cashed out entitlement as personal/carer's leave.

(b) On each occasion that a worker cashes out an amount of personal/carer's leave it must be agreed to in writing between the worker and the employer;

(c) At the conclusion of the employment relationship, all unused personal/carer's leave will be paid out.

33. FAMILY VIOLENCE LEAVE

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

- (a) behaviour by a person towards a family member of that person if that behaviour:

- i. is physically or sexually abusive;
- ii. is emotionally or psychologically abusive;
- iii. is economically abusive; or
- iv. is threatening; or
- v. is coercive; or
- vi. in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

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

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

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

33.4 Confidentiality

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

33.5 Leave

(a) An Employee who is a victim of family violence will have access to 10 days per year of paid family violence leave paid at the Employee's wage rate prescribed under this Agreement applicable:

- i. to attend legal proceedings, counseling, and appointments with a medical or legal practitioner;
- ii. Relocation;
- iii. To make safety arrangements and other activities associated with the experience of family and domestic violence.

- iv. if it is impractical for the employee to do that thing outside their ordinary hours of work

(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.

33.6 The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause and provide details on the period of expected period of their absence. If notice cannot be provided prior to the taking of the leave, the employee will give notice to the employer as soon as practicable after the leave has commenced

33.7 In addition, the Employer may require the Employee to produce evidence in relation to a period of leave to support the need for family violence leave such as a document that would satisfy a reasonable person issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration and it is impractical for the employee to do that thing outside of ordinary hours of work

33.8 For the avoidance of doubt, each new employee will be entitled to 10 days of Family violence leave on day one of employment, on the following July 1st the 10 days will be renewed for all employees and will be renewed annually on July 1st each year. Family violence leave does not accumulate from year to year and is not paid out on termination of employment.

33.9 Nothing in this agreement prevents the Company from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person

34. TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

- A. An employee may agree to taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- B. The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 26.15 an employee who worked 2 overtime hours 150% of the ordinary hourly rate is entitled to 3 hours' time off.

- C. Time off must be taken:

- i. By June 30 each year; and
- ii. At a within the same financial year agreed to by the employee and the employer.

- D. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 34 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- E. If time off for overtime that has been worked is not taken by the following June 30 mentioned in clause 34(c), the employer must pay the employee for the overtime, in the next pay period following the 1st of July, at the overtime rate applicable to the overtime when worked.
- F. An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

35. PICNIC DAY

35.1 Employees are entitled to a picnic day without loss of pay. This picnic day will take place on the first Monday in December each year. In order to be paid for the picnic day an employee must be able to show their employer the stub of a picnic ticket.

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

35.3 Any Employee required to work on this day shall be paid at the rate of double time and a half; provided that an Employee who attends for work as required on this day shall be paid for not less than four hours work.

36. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

36.1 Employee Representation

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

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

36.2 Agreed Flexibilities

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

- Single day absences of annual leave

(b) The employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.

(c) The arrangement between the employer and the individual employee must:

- i. only be about one or more of the terms listed in clause 35.2(a); and
- ii. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
- iii. be about matters that would be permitted matters if the arrangement were included in this enterprise Agreement; and
- iv. not include a term that would be an unlawful term if the arrangement were included in this enterprise Agreement;
- v. be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- vi. set out each term of this Agreement that the employer and the individual employee have agreed to vary the effect of;
- vii. set out how the effect of each term has been varied by the arrangement.
- viii. set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- ix. state the date the arrangement commences to operate.

(d) The employer is responsible for ensuring that all of the requirements of clause 35.2(c) are met.

(e) The employer must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.

(f) Except as provided in clause 35.2(c)(v) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

(g) An employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

(h) **The arrangement may be terminated:**

- i. by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party (if the individual employee was represented in negotiating the arrangement the Union or other representative, must also be given notice of its proposed termination); or
- ii. at any time, by written agreement between the employer and the individual employee.

(i) **Additional Safeguards**

- i. Where the employer initiates discussion in relation to any individual flexibility arrangement that is intended to remain in place for a period longer than 30 days the employer must inform the Union covered by this agreement in writing. When advising the Union of its intention to initiate discussions in relation to a flexibility arrangement the employer must:
 - Include details of the terms of the agreement and the classifications of employees which are proposed to be the subject of the arrangement
 - Not disclose the name of any employee who will be the subject of the arrangement without the consent of the employee.
- ii. Union involvement in this process does not mean that the consent of the Union is required prior to reaching agreement in relation to a flexibility arrangement. The employer must provide copies of all flexibility arrangements made under this Agreement to the Union covered by this Agreement.
- iii. The operation of this clause is intended to exclude the operation of the individual flexibility arrangement provisions included in the parent Awards (clause 8 of the *Timber Award*, Clause 7 of the *Joinery Award* and Clause 7 in the *Building Award*) which apply in conjunction with this agreement.

Part 6—OCCUPATIONAL HEALTH AND SAFETY

37. OCCUPATIONAL HEALTH & SAFETY

37.1 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.

37.2 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

37.3 The employer 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**.

37.4 Inductions

(a) 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.

(b) 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.

(c) In addition, all new employees of the employer will be properly informed by management of:

- i. The Rights and Obligations of this Agreement including its disputes/grievance resolution procedures;
- ii. The appropriate issue of work clothing and safety equipment as per this Agreement;
- iii. Employer safety rules and procedures including relevant legislation;

(d) 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:

- i. Site safety rules and procedures including relevant legislation;
- ii. Site-specific matters such as security procedures etc.

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

37.5 Health and Safety Representatives

(a) The employer 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

(b) 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.

(c) 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.

(d) 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.

(e) The Parties acknowledge that the Health and Safety Representative have rights under section 58 of the OHS Act.

37.6 Health and Safety Representative Meetings

(a) A Health and Safety Representative will be allowed reasonable paid time during working hours to attend to on the job occupational health and safety matters affecting employees they represent providing that the Representative informs their manager and agreement is reached. At all other times the Representative will perform productive work within their range of qualifications and competencies.

37.7 Procedure with Dealing with Safety Issues or Incidents

(a) 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 16 (Dispute Resolution Procedure)**

(b) Nothing in this Agreement shall take precedence over the OHS Act.

37.8 Procedure for reporting issues

(a) 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 the employer's safety supervisor or another management representative.

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

(c) If the employer identifies a health and safety issue it will report it to the Health and Safety Representative.

37.9 Procedure for resolving issues

As soon as possible after an issue has been reported, the employer'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-

- i. whether the hazard or risk can be isolated
- ii. the number and location of employees affected by it;
- iii. whether appropriate temporary measures are possible or desirable;
- iv. whether environmental monitoring is desirable;
- v. the time that may elapse before the hazard or risk is permanently corrected;
- vi. who is responsible for performing and overseeing the removal of the hazard or risk.
- vii. 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 the Employer to the satisfaction of all parties.
- viii. 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.

37.10 Direction to cease work

If -

(a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an Employer; and

(b) the issue concerns work which involves an immediate threat to the health or safety of any person; and

- (c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in **Clause 36.4**

the Employer 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, the Employer may assign any Employees whose work is affected to suitable alternative work.

37.11 Inspector may be requested to attend workplace

If an issue is not resolved under clause 36.9, within a reasonable time, or an issue is the subject of a direction under clause 36.10 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 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.

37.12 Rectification of Safety Hazard

- (a) 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 Official/s, 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.

- (b) This would not be applicable on normal dewatering 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.

37.13 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.

37.14 Safety Supervisor

- (a) On every job site, where the employer 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.

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

37.15 Safety Committee

(a) A Health and Safety Committee may be established on a job.

(b) Where a Health and Safety Committee is established on a job, it shall include the employer's Safety Supervisor and the OHS Representative/s.

(c) The Health and Safety Committee may, by agreement, include additional workers' representatives and employer representatives of significant sub- contractors.

(d) 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.

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

37.16 Training for OHS Representatives

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 Schedule 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.

38. FACTORY HEAT POLICY

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

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

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

- (a) Actions will apply as follow:

Temperature	Action/Timing
32-36 degrees	10 minute breaks (one per hour)
36 C	Break point; work will cease

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

- (a) If temperature in the workplace reaches 36 C, the following rules will apply:

i. Day shift

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

ii. Afternoon shift

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

39. PROTECTIVE CLOTHING, EQUIPMENT

39.1 Protective clothing and boots will be issued to each employee and replaced on a fair wear and tear basis.

39.2 Masks and goggles

- (a) A suitable mask and goggles or other approved appliance will be provided by the employer for an employee on spray painting or sand blasting.
- (b) Goggles will be provided by the employer for an employee grinding tools.
- (c) Masks or goggles containing celluloid are not suitable for the purposes of this subclause.
- (d) An employee when performing work referred to in this subclause will wear equipment provided for their protection.

39.3 An employee engaged at spraying, polishing or finishing will be supplied by the employer with all materials including suitable clean rags, brushes and kit box.

39.4 The employer will provide the following to all employees, on a replacement or fair wear and tear basis:-

- 2 pairs overalls or pants
- safety boots/shoes
- appropriate winter clothing
- prescription safety glasses/ non-prescription safety glasses
- safety mask
- safety gloves
- 2 pairs of shorts
- 2 Shirts.

39.5 Footwear or overalls required in excess of the above quantities will be at the employee's expense. Such safety boots/shoes provided by the employer will wherever practicable be of a type approved as meeting S.A.A. requirements Z3 of Z2 of 1968, or as amended.

39.6 Jackets, overalls, safety boots/shoes are to be issued on a Christmas to Christmas basis, or alternatively on a June to June basis. Other set periods for the re-supply of jackets, overalls and safety boots/shoes may be arranged by agreement between the parties.

39.7 Laundering and upkeep of protective clothing will be the responsibility of employees who will be expected to maintain them in good condition and take reasonable care of such clothing.

39.8 The employer may observe a probationary period of one month's employment before the issue of protective clothing, unless payment is made by the employee for standard issue clothing issued prior to the completion of the first month's employment; such payment to be refunded to the employee upon the satisfactory completion of one month service. Such issue will be considered to be the initial issues as from the time of issue.

39.9 The wearing of industry appropriate protective clothing, which is necessary for the duties being performed by a worker and which are provided by the employer is a condition of employment, except in special cases where individual physical disabilities preclude wearing a standard issue.

39.10 The parties agree that where a worker is required to work on a site(s), the employer will be required to meet any site agreement requirements relating to additional issues of clothing and/or safety equipment. There will be no "double dipping" or continuous additional issue, but in such circumstances there should be a "topping- up" of such items subject to fair wear and tear.

39.11 Industrial Safety

The employer will comply with relevant State laws with respect to industrial safety and in addition will:

- (a) Display appropriate notices with respect to any dangerous machinery, harmful vapours or processes carried out within the factory (this includes multi-lingual signage if appropriate).
- (b) Where possible supplement written notices with visual or graphic posters or signs.
- (c) In the event of a major accident or in the event of a safety dispute arising, it is agreed that:
 - i. No further work will continue until authorised by Victorian WorkSafe Authority.
 - ii. The employer will notify the Union immediately.

40. AMENITIES

40.1 Accommodation and Conveniences

The employer will supply the following for the use of its employees:-

- (a) At rest periods and at meal times, an adequate and proper supply of boiling water in clean receptacles. Tea, coffee, milk and sugar will be provided.
- (b) A sufficient supply of clean, cool drinking water.
- (c) At some reasonably convenient place in his/her establishment, suitable locker for each employee.
- (d) An enclosed dining room with adequate table and seating accommodation therein.
- (e) A suitable rest room in each factory, shop workroom or place where females are employed.
- (f) French polishers will be provided with hand protective paste.
- (g) A chair will be provided for an employee, will have a back to it unless the work of such an employee cannot be conveniently done in such a chair or unless the employee requests to be allowed to use a seat without a back to it.

40.2 First Aid

The employer will appoint an employee who holds a current First Aid certificate and who is covered by this agreement as first aid attendant.

Any First Aid chest, box or cupboard provided by the employer will be in control of that employee and their name will be made known throughout the establishment in which they are employed and will be inscribed on the First Aid chest, box or cupboard.

40.3 Place of Work

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

41. ANTI-BULLYING AND HARASSMENT

41.1 Health and Safety and Workplace Bullying

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

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

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

- i. The development of a workplace bullying policy
- ii. Workplace training on what constitutes bullying, how to report bullying and how to respond to bullying

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

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

42. DRUGS AND ALCOHOL POLICY

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

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

Part 7—SUPERANNUATION, REDUNDANCY, ASSURANCE AND INSURANCE PROVISIONS.

43. SUPERANNUATION

43.1 Definitions

In this clause the following definitions will apply:

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

(b) "Ordinary time earnings" will mean the actual rate of pay an employee receives for ordinary hours of work. This includes the employees' award classification rate, any excess payment, supplementary payment, any payment by result rate and the following payments when they are made to the employee. Any overaward payment, tool allowance, laundry allowance, industry/disability allowance, shift loading, leading hand allowance, casual rates for ordinary hours of work.

43.2 The employer will become a participating employer of the Fund and will participate in accordance with the Fund Trust Deed.

43.3 The employer will contribute to the Fund on behalf of each employee employed within the factory the following level of contributions:

• 23 September	2023	\$223.60per week
• 1 March	2025	\$230.31per week

43.4 The employer will also make the above superannuation contributions to the Fund for employees who are on Workcover.

43.5 In the case of apprentices or juniors, the employer will contribute a minimum of 11% of the employees' wage.

43.6 The above contribution rates do not limit the Company's liability under the *Superannuation Guarantee Charge Act 1992* (SGC).

43.7 Employees who are absent from work due to a work related injury or illness and who are receiving accident pay, pursuant to clause 23 of the Award, will continue to have superannuation contributions paid by their Company at the rate set in this clause.

43.8 The employer will provide each worker upon commencement of employment, membership forms of (the Fund) and will forward the completed membership form to the (the Fund) within 14 days.

43.9 All superannuation contributions will be paid monthly as required by the trust deed. The employer will sign, at the same time as it signs this agreement, a variation to First Super trust deed to reflect this agreement.

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

43.11 Employee Contribution

(a) An employee may make contributions to the Fund as specified in addition to those made by the employer.

(b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

(c) When the employer receives written authorisation from the employee, it will commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

(d) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receipt of the authorisation.

(e) Additional employee contributions to the fund requested under this subclause will be expressed in whole dollars.

44. REDUNDANCY

44.1 Definition

For the purpose of this Agreement, redundancy will be defined as the situation where the employer has an excess of employees over its current labour requirements.

44.2 Initial Consultation

Before any notices for redundancy of employment are issued to affected employees, full consultation will take place between company representatives and the respective officials of the Union and the relevant employees.

44.3 Provisions of Information

(a) Discussions will take place as soon as is practicable after the employer has made a definite decision that redundancies are likely. The discussions will include, but are not limited to; any reasons for the proposed redundancies, measures to avoid or minimise the redundancies and measures to mitigate any adverse effects of any redundancy on the employee(s) concerned.

(b) For the purposes of the discussion, the employer will, as soon as practicable, provide to the employees' Union, all relevant information about the proposed redundancies including the reasons for the proposed redundancies, the numbers of workers normally employed, the number of employees to be made redundant and the period over which the redundancies are likely to be carried out.

44.4 Explanation of Redundancy Provisions

(a) Employees deemed retrenched under the provisions of this Agreement will receive the following period of notice and severance payment on the termination of their employment with the employer.

(b) Such period/s of notice and severance payments will be in addition to any salary, wage or other Award and/or statutory entitlements, which may be due at that date, but would be instead of any Notice/Redundancy/Retrenchment benefit contained within the Award.

(c) "Continuous Service" means an unbroken period of employment up to the point at which the employee is terminated. Broken periods of employment will not be taken into account. Any form of leave with or without pay will not be classified as a broken period of employment.

44.5 Notice of Termination due to Redundancy

(a) An employee who is retrenched will receive the following period of notice of his/her employment being terminated or payment in lieu of such notice.

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

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

44.6 Redundancy Pay

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

<i>Period of continuous service</i>	<i>Redundancy Pay entitlement</i>
<i>Less than 1 year</i>	Two weeks' pay or pro-rata of 4 weeks' pay, whichever is the greater
<i>At least 1 year but less than 2 years</i>	Four weeks' pay
<i>2 years and over</i>	Three weeks' pay for each completed year of service or any part thereof
	17½ % loading due on pro-rata annual leave

For the purpose of calculating the entitlement for a part year thereof, the calculation will be made on a pro-rata basis.

(b) Where the Award payments exceed the above schedule of severance and notice payments, the Award conditions will prevail.

(c) The maximum amount which a worker can receive in redundancy pay is sixty-five (65) weeks. This limit applies only to redundancy pay and does not include any payments made on account of pay in lieu of notice, long service leave or any other entitlements paid to the worker at the time of their retrenchment.

44.7 Long Service Leave

For the purposes of this Agreement, statutory entitlements will be deemed to include a pro-rata payment of long service leave for a redundant employee after five (5) years' continuous service.

44.8 Personal/Carer's Leave

Under the terms of this Agreement, employees, if subsequently made redundant will be paid an amount equivalent to all accumulated personal/carers' leave.

44.9 General

Employees who have been engaged on a temporary, casual or short term basis, and have been advised of such arrangement at the time of employment will not come under the terms of this Agreement.

44.10 Any employee who finds an alternative position during the Notice of Termination period may, with the consent of the employer, terminate his or her employment prior to the expiry of the period of notice, without forfeiting the entitlement to Redundancy compensation pursuant to this Agreement. The employer's consent in such circumstances will not be unreasonably withheld.

44.11 Apprentices may become redundant due to the absence of available work upon completion of the specified training period, and will receive redundancy payments in accordance with this Agreement.

44.12 Employee(s) under Notice of Termination due to Redundancy will be allowed reasonable time off for employment interviews subject to production of proof of interview, to a maximum total of twenty four (24) hours.

44.13 Redundant employee(s) will receive an itemised statement of all payments within seven (7) days of receiving Notice of Termination. A Certificate of Service will be made available to a redundant employee upon request.

44.14 Should an employee under notice die, prior to the nominated date of termination, all benefits of this Agreement to which such employee(s) was entitled will be paid directly to that employee(s) legal dependants.

45. TRANSMISSION OF BUSINESS

If during the life of the Agreement a new employer becomes a successor, transmittee or assignee of the whole or any part of the business operated by the employer then that new employer will be bound by the terms and conditions contained in this Agreement. The employer must ensure that the new employer accepts liability for any accrued entitlements which employees have accumulated during their service with the employer. If the employer does not secure this condition then it remains liable for the payment of any accrued entitlements.

In this clause the term "business" is defined as any part of the commercial operation of the employer in which employees covered by this Agreement have at any time during the life of this Agreement regularly performed duties or held a position.

46. TRAVEL INSURANCE/WORKERS COMPENSATION/ INCOME PROTECTION

46.1 The employer must ensure all employees covered by this Agreement are enrolled with Incolink's Accident and Illness Benefits Program with agreed alterations which is administered by Incolink and arranged by Windsor Management Insurance Brokers or a successor, as approved by the Union.

46.2 The employer agrees to all elements of the plan, including that the names of any new or prospective employees will be forwarded directly to Windsor Management Insurance Brokers and not to the Union.

46.3 The insurance cover will include, but is not limited to (subject to terms and conditions of the policy):

(a) Weekly Benefits

- 24 Hour, 365 days a year for accident and sickness for up to 156 weeks (limited to 13 weeks for non-professional sport injuries and where a worker is over 65 years old at the time of the accident/illness the benefit period is limited to 104 weeks)
- WorkCover top up
- T.A.C. top up

(b) Capital Benefits

- Capital sum and sump sum benefits as per approved Schedule
- Funeral benefit

(c) Rehabilitation Benefit

46.4 The cost of the insurance as stated in the policy schedule (including all statutory charges and administration fees) will be borne by the employer.

46.5 The cover provided under the standard policy of insurance covers an insured person 24 hours a day, 365 days a year (leisure time only).

46.6 In the event that the premium is calculated as an annual premium payable weekly, the premium paid will apply to every week the employee is employed by the employer which will include the period the employee is on annual leave or personal/carer's leave.

46.7 The cost of the premium will be set by the underwriter for the insurance program .

46.8 The Employer agrees to pay the premium monthly (or on a 4 or 5 week cycle), no later than the 15th day of the month following the period covered by the prior declaration of employees covered under the policy.

46.9 The declaration of employees will include all current and new employees covered under this Agreement for the period covered by the declaration.

The Union does not hold a Financial Services Licence and does not provide Financial Product Advice or deal in a Financial Product on behalf of Windsor Management or any successor. The Union will seek direction from Windsor Management, or any successor, if the Union is in doubt as to whether an activity might constitute the provision of Financial Product Advice or dealing in a Financial Product on behalf of Windsor Management, or any successor. The Union will comply with any direction provided by Windsor Management or its successor about the manner of delivery of information about the insurance policy and/or information about how the employee may contact Windsor Management, or its successor, for the information about the policy. The Union will comply with the Corporations Act 2001 or any other relevant law relating to financial services in Australia.

46.10

(a) In the event that the employer fails to enrol an employee(s), is tardy in the enrolment of employees, or does not maintain the above policy, the employer will be totally liable to pay full wages for up to the 156 week period and/or equivalent benefits to the employee(s):

- i. The benefit period is limited to 13 weeks for non-professional sport injuries and where a worker is over 65 years old at the time of the accident/illness, the benefit period is limited to 104 weeks

47. ACCIDENT MAKE UP PAY

47.1 "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 worker's compensation legislation and the employee's appropriate 38 hour rate prescribed in Appendix B of this Agreement (pro rata for casual and part time employees), or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the Agreement rate for that period.

47.2 The Company shall pay an employee accident pay during the incapacity of the employee arising from any one injury, for a total of fifty-two (52) weeks – irrespective of whether such incapacity is in one continuous period or not. The calculation of the 52 weeks shall be that period of time, irrespective of whether it 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.

47.3 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 worker's compensation legislation, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Company to pay accident pay as provided in this Clause.

48. INCOLINK - REDUNDANCY

48.1 The employer will contribute into Incolink Fund No.2 and Fund No. 5 for all employees covered by this Agreement. The Employee will be enrolled in the Incolink Fund No.2 and Fund No.5 and be entitled to redundancy benefits in accordance with its terms.

48.2 Payments made into Incolink will be offset against the liability of the employer under clause 43.6, and the employee will receive the Incolink payment or his entitlement under clause 43.6(a) whichever is the greater, but not both.

49. INCOLINK - PORTABLE SICK LEAVE

An employer will contribute the appropriate amount nominated by the Fund, into the Incolink Portable Sick leave scheme. If the employer has another existing sick leave agreement in place then the above requirement does not apply.

50. LONG SERVICE LEAVE

Where possible, all employees covered by this agreement will be registered with SEET or such other fund nominated and approved by the parties.

Part 8—COLLECTIVE REPRESENTATION FACILITATIVE PROVISIONS

51. EMPLOYEE REPRESENTATION AND UNION RECOGNITION

51.1 The Employer acknowledges the right of every individual to join the Union. The Employer shall extend payroll deduction facilities to all employees who request that their Union membership be paid in such manner.

51.2 The Employer will arrange for new and existing employees to be introduced to appropriate Union delegate who will be allocated time to explain about the Union and provide the employee with information about the Union.

51.3 Delegates Rights

(a) The employer recognises the role of elected Union delegates within the enterprise. The employer will treat delegates fairly and to allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that endorsed Union delegates speak on behalf of Union members in the workplace.

(b) A union delegate shall have the right to discuss work-related matters of concern of any employee or to convey information relating to the workplace to employees during working hours. The Union delegate shall have the right to prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent, in paid time. The Union delegate will not unduly interfere with

the work in progress and the supervisor of the shift or section will be informed of the Union delegate's intention.

(c) The Union delegate shall have access to a telephone, fax and email to contact the Union office or to progress enquiries on behalf of a member on work-related matters. The Union delegate shall be provided with a suitable lockable cupboard or filing cabinet and facilities to enable the Union delegate to keep records, Union circulars and documentation to efficiently carry out Union responsibilities.

(d) The Union delegate shall have the right to place notices on notice boards within the enterprise. Such notices shall be within the policy of and authorised by the Union.

(e) The employer shall not dismiss or injure a Union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a Union delegate.

(f) The employer shall supply the union delegate with a copy of this Agreement and of the Award and with all subsequent variations and will post such Agreement or Award on the notice board.

(g) The arrangements for any meeting or discussions arranged by an authorised delegate, including the timing and length of meeting, held in paid time to discuss the application of this Agreement or any other matter will be by agreement of the site manager. The manager will not unreasonably withhold agreement.

51.4 Payroll

Deductions

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

51.5 Rights of entry and access

(a) An official of the Union may have access to the Employer's premises, at any time, for the following purposes connected to this Agreement:

- i. to represent employees under any term of this Agreement which creates a right to representation;
- ii. to deal with disputes and represent employees under the dispute resolution procedure set out in this Agreement;
- iii. to represent employees and meet with the Employer about the negotiation of a replacement Agreement;
- iv. to attend induction meetings for new employees of the employer; and
- v. for any other purpose connected to the relationship between the Union and the employer.

(b) Officials will not unduly hinder the productivity of the workplace. The Union can, by agreement, hold paid meetings of Union members for the purposes associated with this

Agreement identified above. Management will not unreasonably withhold agreement to paid meetings of Union members.

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

51.6 Leave for Union Responsibilities and Training

(a) Leave of absence granted for any purpose pursuant to this clause, shall count as service for all purposes of this Agreement.

(b) Each employee on leave for any purpose approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause "ordinary time earnings" for an employee means the classification rate, over-Award payment, superannuation, shift loading and any all- purpose allowances, which otherwise would have been payable.

(c) Where an employee is granted paid leave pursuant to this clause and the employee would otherwise be on a Rostered Day Off, on the day for which leave is granted, the employee shall be paid all ordinary time earnings and the Rostered Day Off shall accrue.

(d) An employee on night or afternoon shift who is granted paid leave pursuant to this clause to attend training, meetings or other activities during any period outside their ordinary rostered shift shall be granted leave for all the hours in the day and shall not be required to attend or perform their rostered shift.

(e) An employee may be required to provide evidence of attendance at the course, meeting or activity to the employer's reasonable satisfaction in order to qualify for payment of leave.

51.7 Leave for Union Responsibilities

(a) The employer recognises that some employees and Union delegates are on occasion nominated or elected to fulfil roles within the Union. The nature of these roles usually involves attending Union committee of management and executive meetings, or specialist committee meetings on an infrequent basis and associated duties.

(b) The employer agrees that such representatives will be granted paid leave during normal working hours at the written request of the relevant district secretary to fulfil their Union duties on an as needs basis.

51.8 Trade Union Training

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

(b) A Union delegate is entitled to, and the employer must grant, up to five days paid leave during normal working hours each year to attend trade union courses including courses which are directed at the enhancement of the operation of the dispute resolution procedure in this Agreement and regarding the operation of this Agreement, the Award and the *Fair Work Act 2009*.

(c) A delegate who participates in training under this clause shall be deemed to have used the equivalent amount of their entitlement to Dispute Resolution Training Leave under the award, on a day for day basis.

(d) The Union must give the employer six weeks' notice, or such shorter period of notice as the employer may agree to accept, of the delegate's intention to attend such courses and the amount of leave to be taken.

(e) The notice to the employer must include details of the type, content and duration of the course to be attended.

(f) The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements: however, the employer will not unreasonably refuse to grant leave on operational grounds.

51.9 Consultative Committee Training Provisions

(a) All ECC representatives will be entitled to a minimum of five days paid leave during normal working hours, each year to attend Union training courses on ECC skills.

(b) Training will be carried out during normal working hours and participants will be paid at their usual rate for that time.

(c) Where it is appropriate, management ECC representatives will be able to participate in joint ECC training. However, management participation in ECC training may only occur with the consent of the Union and employee representatives. Management participation in joint ECC training will only be appropriate where Employee ECC representatives have previously participated in appropriate ECC training, as determined by the Union, before participating in joint training with management ECC representatives.

(d) ECC Training Leave shall be in addition to any other training leave entitlement outlined in this agreement or in any applicable Award.

51.10 Nothing in this clause authorises the employer, Union or any Union delegate to prejudice employees who are not members of the Union in their employment or authorises the employer to discriminate against employees who are not Union members.

Part 9—CONSTRUCTION SITE RATES & CONDITIONS

52. CONSTRUCTION SITE RATES & CONDITIONS

52.1 Scope and Application

(a) This clause applies to all workers who are covered by this agreement and who are performing construction work as defined in the *Building & Construction General On-site Award 2020*. An employee undertaking work within the housing, merchandising and non-commercial sectors of the industry are excluded from receiving the conditions contained within this clause.

(b) Any employee engaged upon construction site work will receive the following entitlements in addition to all other entitlements contained in this Agreement. Where the subject matter in this section is addressed elsewhere in this Agreement, the worker is entitled to whichever is the superior entitlement, but not both:

52.2 Wage Rates

Wage rates on site are as per current rates are prescribed in the table below.

Prior to 1 March 2023	From 1 March 2023	From 1 March 2024	From 1 March 2025
\$1877.04 (\$52.14 per hour)	\$1934.64 (\$53.74 per hour)	(Site rate as applicable at this time)	(Site rate as applicable at this time)

52.3 Incolink

Redundancy

(a) The employer is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 1 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee, and all the employees of the employer within the scope of this Agreement will be enrolled in the Incolink Number 2 Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

(b) The employer shall pay contributions to the Incolink Number 2 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 51.4 above (d) hereof, The employer shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund.

(c) An employee is entitled to access his/her redundancy payments when they cease to be employed by the employer. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the Award and the entitlement of the employee under the Incolink Number 2

(d) Fund Trust deed (or under the constituting documents of any fund nominated by Incolink under clause 51.4(d) hereof).

(e) The liability of the employer to pay redundancy payments to an employee under this clause will be met by the making of the contributions on behalf of each employee required as a member of the Incolink Number 2 Fund, or by another fund nominated by Incolink under clause 51.4(e) hereof.

(f) References in this clause to "Incolink Number 2 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 2 Fund.

52.4 Income Protection

(a) The provisions in clause 44 of this agreement will apply for all workers performing site work

52.5 Accident Pay

(a) Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers compensation legislation and the employee's appropriate 36 hour rate prescribed in 51.2 of this Agreement (pro-rata for casual and part time employees).

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

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

(d) In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

52.6 Superannuation

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

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

- From 1 July 2022 \$265
- From 1 July 2023 \$280
- From 1 July 2024 (Site rate as applicable at this time)

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

Provided that the contributions for the apprentices will be a percentage of Ordinary Time Earnings as prescribed by the Superannuation Guarantee Legislation. All superannuation contributions shall be paid monthly as required by the trust deed. The employer will sign, at the same time it signs this Agreement, a variation of the C+BUS trust deed to reflect this Agreement.

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

52.7 Travel Allowance

- (a) Employees may be required to start and cease work on site within the agreed zone.
- (b) An employee will not be required to travel directly to a job outside of a radius of 50 kilometres from the Melbourne GPO ("the agreed zone").
- (c) At any time that an employee travels due to work and they are outside of the agreed zone they will receive the motor vehicle allowance as stated in clause 21.5 of the Award in addition to the allowances in clause 51.7(f) of this Agreement.
- (d) Time spent by employees required to travel beyond the agreed zone outside of normal hours of work will be counted as time worked and paid at the appropriate overtime penalty rate as stated in the Award.
- (e) The employer will reimburse employees required to undertake such travel for legitimate associated costs including parking and tolls.
- (f) All employees required to work on site will be paid a travelling allowance as follows:
 - From 1 March 2023 \$52.50 per day

52.8 For the life of this Agreement fares and travel allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter effective as of the 1st March from 2024 onwards, rounded to the nearest 5 cents.

52.9 Site Allowances

The terms of Schedule D of this Agreement will govern the payment of all site allowances

52.10 Swing Scaffold - Buildings

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

Height of Bracing	First Four Hours % of the hourly <i>standard rate</i> of the Building and Construction General On-site Award 2020	Each Additional Hour % of the hourly <i>standard rate</i> of the Building and Construction General On-site Award 2020
0 – 15 storeys	23.3%	4.8%
6 – 30	30.1%	6.3%
31 - 45	35.6%	7.2%
46 - 60	58.3%	12.0%
Greater than 60	74.3%	15.4%

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

52.11 Hours of Work

(a) Ordinary hours of work will be eight (8) hours per day Monday to Friday with the notional weekly hours based on a 36 hour week in accordance with clause 51.17

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

(c) The employer has the right to alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times. The employer will consult with the affected employees and:

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

(d) Any dispute about exercise of the employer's right to alter start and finish times may be referred to the FWC for determination pursuant to clause 16.

(e) One ten minute paid morning rest break and one 30 minute unpaid lunch break will be scheduled within ordinary time to be taken no later than 6 hours after work starts.

(f) The 20 minute rest break shall only be applicable where the employee is required to work more than two hours overtime after the usual ceasing time of the day or shift, and shall be paid at ordinary time rates. Employees who take payment in lieu of stopping work for this break will be regarded as having worked a further 20 minutes and shall be paid accordingly.

52.12 Overtime

(a) Except as varied herein, overtime will be worked in accordance with the provisions of the Award

(b) Such overtime will be calculated by applying the divisor of 1/36th to the employee's weekly rate as prescribed herein.

(c) All overtime shall be paid at double ordinary time rates.

(d) An employee required to work overtime for one and one half hours or more after working ordinary hours must be paid by the employer the amount to meet the cost of a meal, as follows:

- From the first pay period commencing on or after 1 March 2023 \$30.81

(e) Overtime meal allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter effective as of 1 March from 2022 onwards, rounded to the nearest cent.

52.13 Saturdays, Sundays and Public Holidays

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

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

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

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

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

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

52.14 Rest Period After Overtime

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

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

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

52.15 Offer and Acceptance of Weekend Overtime

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

Overtime will be offered on a work required basis.

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

52.16 Leisure Time Protected

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

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

The intentions of the parties in this matter are:

- The employer is not restricted as to the setting of daily hours within the 56 hour standard;

- It is acknowledged that additional hours are necessary for particular personnel (e.g. [without limiting the foregoing] crane crews; peggies; first aiders; hoist drivers; concrete finishers; site security personnel), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry;
- If time is lost on a project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime;

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

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

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

52.17 Work on Fridays

The Employer and employees will endeavour to ensure that wherever possible normal productive work shall cease at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the Employer and employees will ensure that a sensible approach to this clause is maintained. That is, work will be able to continue if the work is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed. Other circumstances where work will be able to continue include the following: to recover time lost due to excessive periods of inclement weather, matters not necessarily the fault of the employer which have led to the project being delayed or behind schedule, the requirement to meet the Principal's work program and unexpected delays in the project due to scheduling of other works or supply of materials.

52.18 Work Cycles & Rostered Days Off

- (a) The ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the 'RDO'. RDOs are paid at the ordinary time rate paid to employees at the time of taking the RDO, and shall include the daily 'Fares &

Traveling Allowance', and any applicable Site Allowance as prescribed by this Agreement.

Provided that twenty-six RDOs shall be accrued by an employee in each twelve months continuous service.

- (b) Each day of paid leave taken and any public holiday (as prescribed in Victorian Legislation) occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.
- (c) 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 employer, RDOs will be paid in full as they occur.

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.

52.19 RDO Schedule

- (a) The RDO schedule will be that as released by the Union, as soon as it becomes available.
- (b) Work on Scheduled RDOs
- (c) Work may take place on a scheduled RDO or on any substituted day where it is required by the employer 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. Such circumstances would include the following: excessive periods of inclement weather, matters not necessarily the fault of the employer which has led to the project being delayed or behind schedule, the requirement to meet the principal'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.

Where the employer 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 7 calendar days prior to the RDO consult with the effected employees, and
- ii. Notify the Union in writing (email) at least 7 calendar days prior to the RDO that work will be performed.

Employees who agree to work will work on the scheduled RDO (or any substituted day).

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:

- the hours of work that will be worked by that employee in the week of the scheduled RDO;
- the employee's family responsibilities; and
- any other special circumstances peculiar to the employee.

An employee cannot be required to work on more than two scheduled RDOs in any six week period, unless agreed to by the Employer and employees.

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

The untaken RDO will be re-scheduled 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 Employer and employees, such agreement not to be unreasonably withheld.

52.20 Shift Work

All shift work shall be paid at the rate of double time for all hours worked.

It is not automatically required that Employee Representatives and Health & Safety Representatives be in attendance on any occasion that shift work is being done.

Provided that at all such times there shall be available a person qualified in First Aid.

52.21 Inclement Weather

(a) The parties to this Agreement adopt the following provision – Inclement Weather – as follows:

- i. The parties agree that all necessary steps will be taken to ensure that a full working understanding of the Inclement Weather procedures as contained in the relevant industry awards, is achieved and maintained throughout the industry, with particular adherence to the following provisions and guidelines:
- ii. should a portion of the project be affected, by inclement weather, all other employees not so affected will continue working in accordance with the appropriate Award provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- iii. During periods of hot weather, work in air conditioned environments will continue, subject to amenities being located adjacent to or within a reasonable distance from the workplace. It is recognised that during periods of hot weather, some tasks/workers may be relocated prior to

- iv. 35 degrees C due to OH&S considerations but other tasks may continue up until 35 degrees C.
- v. Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site, or to another site in accordance with the appropriate Award provisions.
- vi. It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation will take place between the employee's site representative/s and site management.

52.22 Guidelines For Inclement Weather

(a) Hot Weather Guidelines

- i. Under this Agreement, temperature of or above 35°C shall be defined as constituting 'inclement weather' for work in the Greater Melbourne area. This definition will be subject to review in other regions.
- ii. (When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the parties on site shall confer regarding the performance of work.
- iii. As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of a formal OH&S procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.

(b) Temperature Measurement

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

(c) Working Arrangements

- i. The current industry practice whereby all employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C will no longer operate.
- ii. At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.

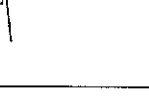
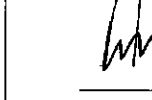
- iii. Once the temperature reaches 35°C work will cease, and workers may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work in the *Building & Construction General On-Site Award 2020* shall apply.
- iv. During periods of hot weather, work in air conditioned environments shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities and the air-conditioned work space, provided it does not pose a serious threat to their health or safety.
- v. By agreement with the OH&S committee and head contractor during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.
- vi. It is expressly agreed that, other than as provided for in clause 51.21(c)(ii) work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of this Agreement, rendering the employees ineligible for any payment which may otherwise accrue.

52.23 Interpretation & Application of Guidelines

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

Part 10—SIGNATORIES

53. SIGNATORIES

	
<p>Steve Abboushi Victorian District Secretary CFMEU – Manufacturing Division</p>	<p><u>Andrew Tinielli</u> <u>Director</u></p>
<p>Level 2, 165 Bouverie Street Carlton VIC 3053</p> <p>Phone: 1800 060 556</p>	<p>64-72 Seaside Parade North Shore Vic 3214</p> <p>Phone: 03 5240 4600 Fax: _____</p>
<p>Date: 19 April 2024</p>	<p>Date: 24/04/2024</p>

Part 11—SCHEDULES

Schedule A - MINIMUM ENTERPRISE RATES

	Prior to 1 st September 2023	From 1 st September 2023 A 4%		From 1 st March 2025 A 3%	
Tradesperson	Weekly	Weekly	Hourly	Weekly	Hourly
Level 3	\$1539.76	\$1601.35	\$42.14	\$1649.39	\$43.41
Level 2	\$1488.87	\$1548.42	\$40.75	\$1594.88	\$41.97
Level 1	\$1418.73	\$1475.48	\$38.83	\$1519.74	\$39.99
Production Employees					
Level 5	\$1362.01	\$1416.49	\$37.28	\$1458.99	\$38.39
Level 4	\$1312.66	\$1365.17	\$35.93	\$1406.12	\$37.00
Level 3	\$1242.58	\$1292.28	\$34.01	\$1331.05	\$35.03
Level 2	\$1111.53	\$1155.99	\$30.42	\$1190.67	\$31.33
Level 1	\$1072.58	\$1115.48	\$29.35	\$1148.95	\$30.24
If applicable, shopfitters Industry Allowance (to be included in hourly rates)	\$53.35	\$55.49		\$57.15	

Schedule B - APPRENTICES RATES

(a) Apprentices

Percentage of the total weekly wage rate for the adult classification of Tradesperson, Level 1

YEAR	Percentage	From 1 st September 2023 \$1475.48		From 1 st March 2025 \$1519.74	
Tradesperson		Weekly	Hourly	Weekly	Hourly
1 st	50%	\$737.74	\$19.41	\$759.87	\$20.00
2nd	60%	\$885.29	\$23.30	\$911.85	\$24.00
3rd	75%	\$1106.61	\$29.12	\$1139.81	\$29.99
4th	90%	\$1327.93	\$34.95	\$1367.77	\$35.99
If applicable, shopfitters Industry Allowance (to be included in hourly rates)	\$53.35	\$55.49		\$57.15	

(b) Employees who have successfully completed a pre-apprenticeship course.

Based on a percentage of the total weekly wage rate for the adult classification of Tradesperson, Level 1 prescribed in this Agreement

YEAR	Percentage	From 1 st September 2023		From 1 st March 2025	
		\$1475.48		\$1519.74	
Tradesperson		Weekly	Hourly	Weekly	Hourly
1 st	55%	\$811.51	\$21.36	\$835.86	\$22.00
2 nd	75%	\$1106.61	\$29.12	\$1139.81	\$29.99
3 rd	88%	\$1298.42	\$34.17	\$1337.37	\$35.19
4 th	100%	\$1475.48	\$38.83	\$1519.74	\$39.99
If applicable, shopfitters Industry Allowance (to be included in hourly rates)	\$53.35	\$55.49		\$57.15	

SCHEDULE B (Continues)
ADULT APPRENTICES RATES

- (a) Based on a percentage of the total weekly wage rate for the adult classification of Tradesperson, Level 1 prescribed in this Agreement.

YEAR	Percentage	From 1 st September 2023		From 1 st March 2025	
		\$1475.48		\$1519.74	
Tradesperson		Weekly	Hourly	Weekly	Hourly
1 st	83.50%	\$1232.03	\$32.42	\$1268.99	\$33.39
2nd	88.30%	\$1302.85	\$34.29	\$1341.93	\$35.31
3rd	93.40%	\$1378.10	\$36.27	\$1419.44	\$37.35
4th	98.50%	\$1453.35	\$38.25	\$1496.95	\$39.39
If applicable, shopfitters Industry Allowance (to be included in hourly rates)	\$53.35	\$55.49		\$57.15	

(b) Employees who have successfully completed a pre-apprenticeship course.

Based on a percentage of the total weekly wage rate for the adult classification of Tradesperson, Level 1 prescribed in this Agreement.

YEAR	Percentage	From 1 st September 2023		From 1 st March 2025	
		\$1475.48		\$1519.74	
Tradesperson		Weekly	Hourly	Weekly	Hourly
1 st	88%	\$1298.42	\$34.17	\$1337.37	\$35.19
2nd	93%	\$1372.20	\$36.11	\$1413.36	\$37.19
3rd	98%	\$1445.97	\$38.05	\$1489.35	\$39.19
4th	100%	\$1475.48	\$38.83	\$1519.74	\$39.99
If applicable, shopfitters Industry Allowance (to be included in hourly rates)	\$53.35	\$55.49		\$57.15	

- (c)** An adult apprentice will be entitled to the tradesperson's rate of pay within twelve months of successfully completing the formal training.

SCHEDULE B (Continues)

JUNIOR RATES

- (d) Percentage of the total weekly wage rate for the adult classification of Production Employee Level 2 as stated in Schedule A of this Agreement.

AGE	Percentage	From 1 st September 2023		From 1 st March 2025	
		\$1155.99		\$1190.67	
Tradesperson		Weekly	Hourly	Weekly	Hourly
Under 17	45%	\$520.20	\$13.69	\$535.80	\$14.10
17 & Under 18	55%	\$635.80	\$16.73	\$654.87	\$17.23
18 & under 19	70%	\$809.19	\$21.29	\$833.47	\$21.93
19 & under 20	85%	\$982.59	\$25.86	\$1012.07	\$26.63
20 & under 21	100%	\$1115.48	\$29.35	\$1148.95	\$30.24
If applicable, shopfitters Industry Allowance (to be included in hourly rates)	\$53.35	\$55.49		\$57.15	

Schedule C**LIVING AWAY FROM HOME ALLOWANCE**

When employees are to be engaged on Distant Work requiring them to live away from home, reasonable board and lodging shall be provided by the employer. Reasonable board and lodging shall include a well-kept establishment with three adequate meals a day, adequate furnishings, good bedding, floor covering and lighting, heating with hot and cold water. Accommodation shall be single room where practicable. Where it is not practical to provide a single room, no more than two employees shall be accommodated in any single room. In addition, \$12.00 shall be paid for each night the employee is required to be away from home.

Alternatively, the employer may choose to pay an allowance of \$785.00 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 employment on a distant job the allowance shall be \$155.00 per day.

Schedule D

SITE ALLOWANCE PROCEDURE

- D.1.1** This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowances will not be claimed on any project where the project value is below \$5.1 million.
- D.1.2** In addition to the wage rates and allowances prescribed, the Company shall pay to employees extra rates as set out in the special rates clause of the *Building 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.
- D.1.3** The payment of Insulation Allowance shall be paid to individual employees only who are affected (as defined in the *Building Award*) by the use of such material.
- D.1.4** Subject to the foregoing, where the Union on behalf of its members, requests the Employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:
- (a) Geographic location if the project is contained within the City of Melbourne as defined; or
 - (b) The amount contained in Sub-Clause D.2.
- D.1.5** A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following *Building Award* special rates - confined space, wet work, dirty work, second-hand timber and fumes. *Building Award* special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with the *Building Award* conditions.
- D.1.6** It is agreed by the parties that all new projects will be covered by the Site Allowance rates contained in this Agreement.
- D.2 Site Allowances applicable from 1 October 2021:**
- D.2.1** The minimum project value, below which NO Site Allowance is payable, is \$5.1m as at 1 October 2021.

D.2.2 On sites which do not attract this Site Allowance, employees are entitled to be paid the relevant disability payments as the disability may arise in accordance with the Award.

D.2.3 City of Melbourne (as defined in Clause D.2.16. hereof):

(a) New Projects

- \$5.1m up to \$258.1m:- \$4.50 per hour worked
- over \$258m: - as per subclause E.2.4

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

D.2.4 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.

Project Value \$ million	Site Allowance \$/h
Above \$5.1 m but less than \$31 m	\$2.55 per hour
\$31 m but less than \$51.7 m	\$3.10 per hour
\$51.7m but less than \$103.2m	\$3.60 per hour
\$103.2 m but less than \$258.1 m	\$4.10 per hour
\$258.1 m but less than \$412.8 m	\$4.65 per hour
\$412.8 m but less than \$1032.1 m	\$5.15 per hour
\$1032.1 but less than 2064.2m	\$6.15 per hour
\$2064.2m but less than 3096.3m	\$6.70 per hour
\$3096.2ml but less than \$4128.3m	\$7.20 per hour

(a) 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.

D.2.5 Site Allowance rates and Project Values during the life of this Agreement will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous June quarter effective as of the 1 October from 2021 onwards. The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.

- D.2.6** 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 \$5.1 million.
- D.2.7** In all cases where the parties fail to reach agreement on the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Victorian Building Industry Disputes Panel for determination. Provided that any outcome so determined will not be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009 or the Building and Construction Industry Improvement Act 2005. The resolution of any matter under this process (whether achieved by conciliation, arbitration, or other method agreed by the parties to the dispute) must be consistent with the Code for the Tendering and Performance of Building Work 2016.
- D.2.8** In determining the rate, the Panel shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances.
- D.2.9** 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.
- D.2.10** Any site allowance that is determined in accordance with D.2.3 and D.2.4 above shall be incorporated into the Agreement in accordance with the Fair Work Act 2009.
- D.2.11 Shopping Centre Projects**
- D.2.12** All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand alone retail facilities having a project value in excess of \$5.1m will attract the then current City of Melbourne Site Allowance.
- D.2.13** Where the project is of a mixed purpose, City of Melbourne site allowance rates will apply only where the retail component is at least \$5.1m and occupies at least 51% of the area of the project.
- D.2.14 City of Melbourne Definition**
- D.2.15** For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the —City of Melbourne are defined as follows:
- D.2.16** 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 Boulevard 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.

- D.2.17** The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street, and Alexandra Parade.
- D.2.18** Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

Schedule E – Alcohol & Other Drugs Policy

ALCOHOL & OTHER DRUGS POLICY

PREAMBLE

The parties to this Agreement are committed to the provision of safe and healthy workplaces.

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

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

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

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

PRINCIPLES

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

OBJECTIVES

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

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

GOALS

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

POLICY

1. Implementation and Management

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

2. Application of Policy

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

3. Persons Affected by Alcohol and/or Other Drugs

- 3.1 A person who is under the influence of alcohol and/or any other drug will not be allowed to work on a building site whilst he/she is incapable of performing safe work practices.
- 3.2 Any person who believes another person on site is a risk to his/her own or another's safety should advise an Occupational Health and Safety representative in confidence. The OH&S representative shall take appropriate action, based on his/her assessment of the situation.
- 3.3 If the matter remains unresolved, the OH&S Committee and management in consultation with the person concerned and the person's representative will decide whether that person is capable of performing safe work practices.

- 3.4 Disciplinary action may be taken by management following consultation with the OH&S Committee and the person's representative.
- 3.5 If disciplinary action is to be taken, one verbal warning, one written warning shall apply.
- 3.6 The OH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.
- * *Where "OH&S Committee" is referred to hereafter, read "body nominated to implement policy on site".*

4. Rehabilitation/Counselling

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

5. Employees At-Risk Through Medication Use

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

6. Education and Prevention

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

7. Provision of Alcohol at Social Events

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

8. Role of Occupational Health and Safety Committee on Site

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

ALCOHOL AND DRUG PROGRAM

1. KEY PRINCIPLE

- Safety is paramount on building sites.

2. APPLICATION

- This policy applies to everyone on site without distinction.

3. PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS

- No person is permitted to work on a building site whilst incapable of performing safe work practices.
- If the question arises, the OH&S Committee will determine if a person is capable of performing safe work practices and will take necessary action to ensure that safety is maintained.
- If safety is compromised, management may take disciplinary action against the person in question, following consultation with the OH&S Committee and the person's representative. One verbal warning, one written warning, applies.

4. HELP FOR PERSONS AFFECTED BY ALCOHOL AND/OR OTHER DRUGS

- The OH&S Committee and management will provide information and assistance to persons seeking help for alcohol/drug problems or related problems, confidentially and without prejudice.
- Personal leave or leave without pay may be negotiated to enable participation in rehabilitation or counselling.
- No-one will be disadvantaged in the workplace as a result of undertaking a rehabilitation program.

5. EDUCATION/PREVENTION

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

The V.B.I. Alcohol and Drug Worker (Ph. (03) 9639 3000 or mobile 0419 560 958) or the V.B.I. Chaplain (pager Melbourne 9506 0136/Country 016 37 5082) may be contacted directly for information and/or assistance.

Direct Line provides information, counselling and referral on alcohol and drug issues 24 hours per day – Phone (03) 9416 1818 (metro) or (008) 136 385 (country).

GUIDELINES FOR OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

HOW THE POLICY IS INTRODUCED AND PURSUED

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

It is important to stress that the program cannot succeed without the unqualified support of the site OH&S Committee.
 - 3.3 The policy, however, is not practically adopted until a meeting of workers on the site endorses the site OH&S Committee's proposal and agrees to participate in, and cooperate with, the policy.
 - 3.4 Adoption of the policy by a meeting of workers is the first and most important step in conveying the strong message that the consequences of alcohol or other drug induced behaviour will no longer be tolerated on site.
4. Awareness of the policy is reinforced by the action of the site OH&S Committee in circulating printed material on the policy.

This information enables persons with any dependency problems to seek expert assistance apart from, and without reference to, the V.B.I. Alcohol and Drug Program.
5. The V.B.I. Alcohol and Drug Program will provide training to accompany the implementation of the policy.
6. An OH&S Committee member should be informed by workers or management of any likely immediate safety problem arising out of a person being incapable of working safely.
 - 6.1 Such information should be treated as confidential and acted upon by the site OH&S Committee in the same manner as any other safety inspection.
 - 6.2 If the person in question is considered to be incapable of safe work practices, he/she should be approached by an appropriate 'peer' representative of the site OH&S Committee and advised of the safety problem.

A 'peer' representative is a worker representative if the person in question is a worker, or a management representative if the person in question is a member of management.

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

The OH&S Committee and management will support the recovering worker to ensure that he/she is not disadvantaged upon return to work.
9. Disciplinary action may be taken by management following consultation with the Occupational Health and Safety Committee and the person in question's representative. If disciplinary action is taken, one verbal warning, one written warning, shall apply.

Schedule F- Counselling & Disciplinary Procedure

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

F.1 First Formal Warning

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

F.2 Second Formal Warning

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

F.3 Final Warning

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

F.4 Termination

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

F.5 Revoking Final Warning

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

F.6 Serious and Wilful Misconduct

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

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

Schedule G CLASSIFICATION STRUCTURE AND DEFINITIONS

G.1 PRODUCTION EMPLOYEE

- (A) **LEVEL 1** - means an employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations/work areas at this level.

Indicative of the tasks an employee at this level may perform are the following:

- (a) general labouring;
- (b) cleaning; and
- (c) other comparable tasks.

employees who would generally be classified as **Level 1** are:

- (i) Cleaners;
- (ii) Assembly worker - basic tasks;
- (iii) General labourer;

Responsibility

An employee at this level will work under direct supervision at all times and will be expected to exercise minimal judgement.

- (B) **LEVEL 2** - means an employee at this level performs work above and beyond the skills of a Level 1 employee and is competent to perform work within the scope of this level.

In addition to the tasks required to be performed at Level 1, an employee at Level 2 may perform the following indicative tasks:

- (a) assembling component parts of articles;
- (b) priming and/or undercoating and/or sealing by spray or hand;
- (c) the gluing of basic materials;
- (d) repetition work on any automatic, semi-automatic or single purpose machine;
- (e) uses selected hand tools;
- (f) handles raw and/or treated materials either by manual or mechanical means;
- (g) maintains simple records;

- (h) CNC machine load/unload and on/off only.

employees who would generally be classified as **Level 2** are:

- (i) Machinist
- (ii) Assembly worker;
- (iii) (Product loader/unloader
- (iv) Panel assembly- gluing fabric/materials

Responsibility

An employee at this level is required to work competently under direct supervision whilst using minimal discretion, however, such an employee cannot be required to organise or schedule tasks.

- (C) **LEVEL 3** - means an employee who has developed a range of competencies directly related to the nature of his/her work and responsibilities.

In addition to the tasks required to be performed at Level 2, an employee at Level 3 may perform the following indicative tasks:

- (a) sets up and operates machinery and/or equipment requiring skills and knowledge beyond those required at Level 2;
- (b) sets up and operates two or more sewing machines;
- (c) operates flexibly between work stations;
- (d) basic sketching and tracing skills;
- (e) receiving, dispatching, distributing, sorting, checking, packing and documenting and/or recording of goods, materials and components;
- (f) basic inventory control;
- (g) precision measurement;
- (h) assists tradespersons;
- (i) assists in the provision of on-the-job training;
- (j) understands and undertakes basic quality control/assurance procedures including the ability to recognise and rectify basic quality, deviations/faults;
- (k) fits by nailing, screwing, gluing or fixing in any way; in order to completely assemble an article of furniture or a cabinet, or the main and substantial portion of an article of furniture or cabinet; any machine jointed or finished parts of furniture or cabinets;
- (l) paints or sprays finishing coats;

(m) matches veneers;

employees who would generally be classified as **Level 3** are:

- (i) Brake Press/C-Press/Turret Punch operator
- (ii) Operates robotic welding equipment
- (iii) Production welder (non trade level)
- (iv) Operates metal folding/stamping equipment
- (v) Plastic injection moulding
- (vi) Wood worker other than cabinet maker;
- (vii) Cutter;
- (viii) Assembly worker -products/components(mechanical/electrical)
- (ix) Powder coat limited run products/components
- (x) Panel assembly- frames/special materials/glass

Responsibility

An employee at this level is required to work competently under routine supervision either individually or in a team environment, and is responsible for the quality of his/her own work and will exercise discretion within the limits of his/her ability.

(D) LEVEL 4 - means an employee who has developed a range of competencies directly related to the nature of his/her work and responsibilities.

In addition to the tasks required to be performed at Level 3, an employee at Level 4 may perform the following indicative tasks:

- (a) inventory and store control;
- (b) computer operation, (including the set up and operation of computerised numerically controlled sewing machines);
- (c) intermediate keyboard skills;
- (d) basic production and fault finding skills;
- (e) ability to inspect products and/or materials for conformity with established operational standards;
- (f) assists in the provision of on-the-job training;
- (g) operates all lifting equipment incidental to their task; and
- (h) understands and applies quality control techniques.

Responsibility

An employee at this level is required to work competently under general supervision either individually or in a team environment, and (subject to any relevant leading hand provisions) may be responsible for the co-ordination of work within a team environment and is responsible for assuring the quality of his/her own work.

(E) LEVEL 5 - In addition to the tasks required to be performed at Level 4, an employee at Level 5 may perform the following indicative tasks:

- (a) exercise the skills and knowledge of their work;
- (b) operates all lifting equipment incidental to their work
- (c) performs non-trade tasks incidental to their work;
- (d) performs work which is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (e) inspects products and/or materials for conformity with established operational standards;
- (f) understands and applies quality control techniques;
- (g) Advanced CNC operations excluding programming.
- (h) exercises keyboard skills at a level higher than production employee,

Responsibility

An employee at this level is required to work competently under general supervision either individually or in a team environment, and (subject to any relevant leading hand provisions) may be responsible for the co-ordination of work within a team environment and is responsible for assuring the quality of his/her own work.

G.2 TRADES PERSON

- (a) **TRADESPERSON LEVEL 1** - means an employee who has completed an apprenticeship or who has passed the appropriate trade test or who has the appropriate level of training, and who is engaged in either cabinet making; wood machining; welding; upholstering; wood polishing; wood carving; sheet metal fabrication; injection moulding; toolmaking; maintenance of machines; or trained powdercoater; and who substantially performs the following:
 - (i) exercise the skills and knowledge of the trade;
 - (ii) operates all lifting equipment incidental to their work;

- (iii) performs non-trade tasks incidental to their work;
- (iv) performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (v) inspects products and/or materials for conformity with established operational standards;
- (vi) understands and applies quality control techniques;
- (vii) exercises good interpersonal and communication skills; or
- (viii) exercises keyboard skills at a level higher than Production Employee Level 5.
- (ix) Advanced CNC operations including programming

Responsibility

An employee at this level will competently undertake the full range of trade functions under limited supervision either individually or in a team environment and is responsible for assuring the quality of their own work

- (b) **TRADESPERSON LEVEL 2** -means an employee who has completed an apprenticeship or who has passed the appropriate trade test or who has the appropriate level of training, and who is engaged in either cabinet making; wood machining; welding; toolmaking; and who substantially performs the following:
 - (i) exercises the skills attained through satisfactory completion of the training prescribed for this classification;
 - (ii) exercises discretion within the scope of this level;
 - (iii) understands and implements quality control techniques;
 - (iv) provides trade guidance and assistance as part of a work team;
 - (v) applies intermediate computer numerical control techniques in machining;
 - (vi) exercises basic skills in CAD/CAM operations, including programming;
 - (vii) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than that of a Tradesperson, Level 1;
 - (viii) performs any task(s) identified for a Tradesperson, Level 2

Responsibility

An employee at this level will work competently under limited supervision either individually or in a team environment and will be responsible for the quality of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.

- (c) **TRADESPERSON LEVEL 3 - Special Class** means an employee who has completed an apprenticeship or who has passed the appropriate trade test or who holds a diploma in furnishing design or an equivalent course who has the appropriate level of training, and who is engaged in either cabinet making; wood machining; welding; toolmaking; and who substantially performs the following:

- (i) provides trade guidance and training;
- (ii) provides training to other employees in the enterprise;
- (iii) assists in the management/operation of a quality control/assurance program;
- (iv) assists in the management/operation of best practice program;
- (v) exercises complex, new high precision, trade skills;
- (vi) applies advanced computer numerical control techniques in machining;
- (vii) exercises intermediate CAD/CAM skills, including programming;
- (viii) commissions and fault finds on new equipment and approves first off samples; or
- (ix) performs or assists in design work involving drafting or planning (e.g. preparation of cutting lists);

Responsibility

An employee at this level will work competently either individually or in a team environment and will be responsible for the quality and accuracy of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.