

**Vamp Cranes (SA) Pty Ltd /  
CFMEU South Australia  
Greenfield Mobile Crane  
Enterprise Agreement  
2023**

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## 1. INTRODUCTION

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### 1.1 Title

This *Agreement* will be known as the Vamp Cranes (SA) Pty Ltd / CFMEU South Australia Greenfield Mobile Crane Enterprise Agreement 2023.

### 1.2 Definitions

All terms which appear in italics in this *Agreement* shall have the meanings defined in Appendix 2 – Definitions.

### 1.3 Parties

The *Parties* covered by this *Agreement* are:

- (a) Vamp Cranes (SA) Pty Ltd (ABN:79 678 568 888) (otherwise referred to in the *Agreement* as the *Company*); and
- (b) Employees employed by the *Company* in the classifications set out in Appendix 1 in South Australia (otherwise referred to in this *Agreement* as the *Employee*); and
- (c) The Construction, Forestry, & Maritime, Employees Union (Construction and General Division) (otherwise referred to in this *Agreement* as the *Union*).

### 1.4 Application

#### (a) General

This *Agreement* applies to and binds the *Company*, the *Union* and *Employees* who are covered by any of the classifications set out in Appendix 1. The *Parties* acknowledge that some *Projects* may have site specific agreements. Where such site agreements are contractually applicable and have been formally approved by the *Fair Work Commission (FWC)*, the site specific agreement conditions shall apply in lieu of those contained within this *Agreement*, provided that no *Employee* is disadvantaged compared to the overall terms of this *Agreement*.

#### (b) Application of Parent Award

- i. Subject to sub-clause ii below, this *Agreement* incorporates the terms and conditions contained in the *Mobile Crane Hiring Award 2020* (otherwise referred to in this *Agreement* as the "*Parent Award*".)
- ii. Where there is any inconsistency between the provisions of the Parent Award and the provisions of this Agreement, the provisions of this Agreement will apply to the extent of the inconsistency.
- iii. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 1.5 Duration of Agreement

This *Agreement* will commence operation 7 days after the approval by FWC and will have a nominal expiry date of 30 June 2025.

The *Employer* will commence bargaining on a replacement *Agreement* by no later than 30 January 2025.

### 1.6 Workplace Health & Safety

- (a) 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.

- (b) 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:
  - i. Measures designed to include the safe operation of plant and equipment;
  - ii. Training issues including specific hazards, health and safety systems, and site induction;
  - iii. 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
  - iv. Risk of fatigue.
- (c) The Employer will comply with all relevant work health and safety legislation, workers compensation legislation, regulations, codes of practice and relevant and appropriate Australian and Industry Standards.

## 2. WAGES

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### 2.1 Classification Structure

All *Employees* covered by this *Agreement* will be classified in accordance with the classification structure shown in Appendix 1.

An *Employee's* allocation to tasks and location of work will be at the *Company's* discretion considering operational requirements, for which an *Employee* will be paid the applicable rate of pay agreed in Appendix 1 of this *Agreement*.

### 2.2 Probationary Period

The first 26 weeks of each *Employee's* employment with the *Company* will be considered a probationary period for both the *Employee* and the *Company*.

The probationary period does not apply to *Casual Employees*.

During the probationary period, either the *Employee* or the *Company* may terminate the employment by providing the other party 1 weeks' notice or payment in lieu thereof.

### 2.3 Wage Rate Structure

In order to maximise productivity at the workplace the following productivity based wage rate structure will apply:

#### (a) Base Rate

The *Base Rate* scheduled in Appendix 1 of this *Agreement*. The *base rates* in Appendix 1 is paid for all time actually worked and for which an entitlement to payment exists including Annual Leave, Personal / Carer's Leave, Bereavement Leave and Jury Duty etc.

The *Base Rate* will also be paid when productive work is not possible due to *Inclement Weather*. This provision will be administered in accordance with 7 - *Inclement Weather*.

#### (b) Site Allowance

The Site Allowance in Appendix 1 of this *Agreement* is paid flat for all time when work is being performed.

Site Allowance will only apply to work performed on building and construction work projects. For the avoidance of doubt. Site Allowance will not apply to civil, maintenance, Mining Industry, and residential work. Site Allowance will only apply to building and construction projects with the project value being \$50 million or greater.

#### (c) Multistorey Allowance

##### i. Rates

- (1) Except as provided for in (ii), an allowance in accordance with the following table shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable commence to apply to all employees when one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designed in each such allowance scale.
- (2) Floor level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

From the commencement of building to 15th floor level	86 cents per hour extra
From the 16th floor level to 30th floor level	\$1.02 per hour extra
From the 31st floor level to 45th floor level	\$1.59 per hour extra

From the 46th floor level to the 60th floor level	\$2.06 per hour extra
From 61st floor level onward	\$2.52 per hour extra

The allowances payable at the highest point of the building shall continue until completion of the building.

**ii. Service cores**

- (1) All employees employed on a service core at more than fifteen metres above the highest point of the main structure shall be paid the multistorey rate appropriate for the main structure plus \$1.07 per hour extra for each 15 metres, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period (i.e. for this purpose the highest point of the main structure shall be regarded as though it were the ground in calculating the additional allowance).
- (2) Employees employed on a service core no higher than fifteen metres above the main structure shall be paid in accordance with the multistorey allowance prescribed herein.
- (3) Provided that any section of a service core exceeding fifteen metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multistorey allowance application to the main structure.

- iii. For avoidance of doubt, the Site, Multistorey and Service Cores allowances will apply to work performed on building and construction projects with a project value of \$50million or greater, and will not apply to civil, maintenance, Mining Industry and or residential projects.

**(d) Appropriate Contributions for Long Service Leave**

Long service leave contributions will be paid according to the applicable Long Service Leave Act within South Australia.

**2.4 Payment of Wages**

- (a) All wages, allowances and other monies shall be paid by electronic funds transfer (EFT) or similar transfer or any combination thereof, if there is agreement in writing between the Employer and the employee and, where the employee is a member of the union and requests the consent of the union, with the union.
- (b) Generally pays are to be process on a Wednesday of each week, being for the preceding Monday – Sunday week, any holiday days occurring on or before Wednesday of the pay week will shift the pay day out one for each holiday day. Nothing shall prevent any alternative mutual agreement between an *Employee* and the *Employer*.
- (c) When notice is given in accordance with this agreement all monies due to the employee shall be paid at the time of termination. Where this is not practicable the provisions of clause 2.4(i) herein shall apply.
- (d) Where, on any pay day, work ceases for the day because of inclement weather an employee shall be paid all wages, allowances and other monies due without undue delay.
- (e) An employee who has not received their wages on pay day after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of the Employer), shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour, up until the wages are actually paid.
- (f) Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at

the time payment is made, or shall be emailed to the Employee's nominated email address and shall contain the following information:

- Name of the employee;
  - Classification of the employee in accordance with the award;
  - Date of payment;
  - Period covered by such payment;
  - The ordinary hourly rate;
  - The number of hours employed in the period at the ordinary rate;
  - The amount of the payment made at the ordinary rate;
  - Any overtime rates;
  - The number of hours employed at the overtime rates;
  - The amount of the payment at overtime rates;
  - Any allowances or special rates not included in the hourly rate paid and the nature thereof;
  - The gross amount of the payment;
  - The net amount of the payment;
  - The amount and purpose of any deductions made;
  - The name, or the name and number of the fund or account into which the amount of the deduction was paid;
  - The amount of each superannuation contribution made during the period;
  - The fund into which the superannuation contributions were made and the employee number;
  - The employees long service leave registration number;
  - Annual holiday payments; and
  - Payment due on termination, including payment for annual leave, and rostered day off accumulation, and public holidays.
- (g) The Employer and employee may organise to have union dues deducted from an employee's wages and paid to the union. Any agreement to have union dues deducted from an employee's wages and paid to the union must be authorised by the employee in writing. Payment of wages to Employees will be by electronic funds transfer to each Employee's nominated financial institution account(s).

## 2.5 Daily Fares and Travel

A Daily Fares and Travel Allowance will be paid in accordance with Appendix 1 (per day worked and RDO taken) for the life of this *Agreement*. In addition, the Excess Fares and Travel Allowances provisions in 2.7(c) of this *Agreement* are to apply where appropriate.

Other than where clause 2.7(c) applies, the travel time from an *Employee's* usual place of residence to the workplace and return will not be regarded as time worked for any purpose of this *Agreement* and no travel time will be payable.

This allowance does not apply where transport is provided for by the company for work in the Mining Industry, or when a company vehicle has been supplied and maintained by the company.

## 2.6 Overtime Meal Allowance



An *Employee* required to work in excess of 9.5 hours (inclusive of time worked for accrual purposes) shall be paid an Overtime Meal Allowance in accordance with Appendix 1 of this *Agreement*.

At the end of each financial year, the *Company* will provide *Employees* with information regarding the cumulative overtime meal allowance payments (total number and dollar value) received for that financial year.

## 2.7 Additional Allowances

In addition to the *Base Rate* and the *Site Allowance/ Demolition Allowance*, the following allowances may be paid to *Employees*.

### (a) Responsibility Allowance

Responsibility Allowance will be paid to *Employees* in appointed roles, including Leading Hands, Safety Advisors, Elected Health and Safety Representatives, and *Elected Employee Representatives / Union Delegates* in recognition of the management of specific responsibilities or the co-ordination and direction of a number of other *Employees* on a specific *Project*. The allowance will be paid in accordance with the following table:

Responsibility Level	Numbers of Employees being coordinated and directed	Responsibility Allowance to be added to the Base Rate
1	1	\$0.50 per hour
2	2-5	\$1.40 per hour
3	6 +	\$1.80 per hour

These rates will remain fixed for the duration of this *Agreement*.

### (b) First Aid Allowance

An *Employee* who is the holder of a current Senior First Aid Certificate, and who is the nominated person in charge of the First Aid Room/Station on a *Project*, will be paid an additional allowance of \$3.00 per day for each day worked. Anyone holding a Qualification higher than a senior First Aid will be paid an allowance of \$4.00 per day for each day worked.

This rate will remain fixed for the duration of this *Agreement*.

### (c) Mining Allowance

The Mining Allowance in Appendix 1 of this *Agreement* is paid flat for all time when work is being performed in the Mining Industry.

### (d) Excess Fares and Travel Allowance

#### Adelaide Metropolitan Areas

Where a *Project* is situated more than 50 km radial distance from the applicable depot yard, and the *Employee's* home lies within a 50 km radius, the *Employee* will be entitled to:

- i. Reimbursement of fares or car running expenses at the rate of \$0.80 per km for the actual distance travelled on the most practical access road between the *Project* and the intersection within the 50 km radial from the applicable depot yard. This applies to the *Employee's*

journeys to and from work; and

- ii. Travel time for the journeys to and from the Project to the intersection with the 50 km radial, taken to the next 1/4 hour, with a minimum daily payment of 1/2 hour - paid at *Base Rate*.

The above rate for car running expenses will remain fixed for the duration of this *Agreement*.

### **Country Areas**

Where a *Project* is situated more than 50 km radial distance from a depot yard, and the *Employee's* home lies within a 50 km radius of this same depot yard, the *Employee* will be entitled to:

- iii. Reimbursement of fares or car running expenses at the rate of \$0.80 per km for the actual distance travelled on the most practical access road between the *Project* and the intersection within the 50 km radial from the depot yard. This applies to the *Employee's* journeys to and from work; and
- iv. Travel time for the journeys to and from the *Project* to the intersection with the 50 km radial, taken to the next ¼ hour, with a minimum daily payment of 1/2 hour - paid at *Base Rate*.

The above rate for car running expenses will remain fixed for the duration of this *Agreement*.

### **Travel for training or other Company requirements**

If an *Employee* is requested to relocate from the workplace for training and / or *Company* requirements, they will be entitled to travel at \$0.80 per km where the *Employee* uses their own vehicle. This rate will be fixed for the duration of the *Agreement*.

The above reimbursement of fares or car running expenses are not payable where the *Company* provides or offers the *Employee* a vehicle or transport to travel to and from an *Employee's* place of work free of charge.

### **(e) Distant Work Provisions**

An employee traveling between the depot and nominated work site will be paid for time of travel, this includes work outside of ordinary hours which will be paid at the appropriate overtime rates of pay. This applies to all employees required to travel, i.e driver and passenger.

- i. **Prior to the commencement of *Distant Work*, the *Company* will meet with the employees to consult on arrangements in relation to the timing and pattern of working days, recreational breaks and travel entitlements Living Away From Home Allowance add rental**
  - Where an *Employee* qualifies for the payment of Living Away From Home Allowance in accordance with the Award, by consultation the *Company* will:
  - Provide the *Employee* with reasonable accommodation and meals, or reimburse *Employees* for reasonable accommodation and meal expenses following the provision by the *Employee* of receipts; and
  - Pay an allowance of \$25.00 per day to compensate *Employees* for incidentals associated with living away from home when supplied camp accommodation while working away from home. or
  - Provide the *Employee(s)* with reasonable accommodation and pay the *Employee(s)* an allowance of \$90 per day to cover meal

expenses; or

- Pay an allowance of \$220.00 per day to compensate Employees for incidentals associated with living away from home other than in Camp accommodation.
- Employee(s) will be entitled to 10 hours minimum pay each day working away from home, inclusive of any loadings, penalties etc.

**ii. Other Award Conditions to Apply**

All other *Award* provisions for Living Away From Home – Distant Work are to apply.

### **3. EMPLOYMENT BENEFITS PACKAGE**

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#### **3.1 Industry Fund Compliance**

(a) The Company shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes Incolink and Cbus.

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

(c) On commencement, and in accordance with fund procedures, the Company shall register the Employee/s with the relevant industry funds. These are CBUS for superannuation and Incolink for severance pay and income protection insurance.

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

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

(f) Failure to Make Payments to Industry Funds etc

i. If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with clause 3 the following process will apply:

A. the person or their representative must notify the Company in writing of the alleged non-compliance and what must be done to remedy it;

B. the Parties must consult in good faith in an effort to resolve the matter;

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

#### **3.2 Superannuation**

(a) The Company will make superannuation contributions to a fund of the Employee's choice (provided that the fund offers a MySuper product). If the Employee does not choose a fund, then by default the Employee will remain (or become) a member of the Construction and Building Unions Superannuation Scheme (Cbus).

(b) Company contributions to an Employee's superannuation fund will be as per

Appendix 1.

- (c) Employees may also make personal contributions to their selected fund by wage sacrifice from pre-tax earnings.
- (d) Where an Employee wishes to have their pay salary sacrificed for additional superannuation, the Company will comply with the Employee's request, consistent with statutory requirements. All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice pay rate.
- (e) When an Employee enters into an arrangement to have their pay salary sacrificed for additional superannuation, it will be the Employee's responsibility to manage their obligations under applicable superannuation and taxation legislation in respect of those additional contributions.
- (f) In all cases, the Company contribution will meet minimum statutory requirements so as to avoid liability to pay the superannuation guarantee charge under the Superannuation Guarantee Charge Act 1992 in relation to the Employee. Company contributions to an Employee's superannuation fund will be (in accordance with the applicable superannuation legislation) as prescribed in Appendix 1 of this Agreement

### 3.3 Redundancy

(a) An Employee is entitled to access his/her redundancy payments when they cease to be employed by the Company. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the Parent Award as in force from time to time or the entitlement of the Employee under the Nominated Redundancy Fund trust deed (or under the constituting documents of any fund nominated by Incolink under this clause).

Note that the industry-specific redundancy scheme prescribed by the Parent Award as in force from time to time is expressly incorporated into this Agreement.

(b) Incolink Redundancy Contributions

i. The Company is, and will remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 5 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee or an equivalent approved worker entitlement fund that is administered and/or managed by Incolink (collectively the "Nominated Redundancy Fund"), and all the employees of the Company within the scope of this Agreement will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.

ii. The Company shall pay contributions to the Nominated Redundancy 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 3.3(b)(iv) the Company shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund. The weekly contribution rates will be as per Appendix 1.

iii. The liability of the Company to pay redundancy payments to an Employee under this clause will be met by the making of the contributions on behalf of each Employee required as a member of the Nominated Redundancy Fund, or by another fund nominated by Incolink under clause 3.3(b)(iv).

iv. References in this clause to "Nominated Redundancy 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 5 Fund.

### 3.4 Income Protection and Journey Insurance

(a) The Company is, and will remain during the life of this Agreement, a participating employer in the Nominated Redundancy Fund (or other redundancy fund of which Incolink is a trustee) and an employer member of IPT Agency Co Ltd. IPT Agency Co Ltd administers the insurance schemes covering income protection and journey accidents (Accident and Illness Benefits Insurance Scheme).

(b) The Company shall pay contributions to IPT Agency Co Ltd on behalf of each Employee, on a monthly basis, in accordance with the Constitution and By-laws of IPT Agency Co Ltd.

(c) Pursuant to the Accident and Illness Benefits Insurance Schemes, an employee of the Company employed within the scope of this Agreement will:

i. (Income Protection) receive defined weekly payments available from Incolink as outlined in Appendix 1 in the event of an extended work absence arising from any personal illness or injury that occurs at the time the employee is an employee of the Company.

ii. (Journey Accidents) receive payments in accordance with the terms of the insurance policy for the duration of the Employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:

A. the absence is because the Employee is unable to work due to injuries resulting from any accident incurred during journey between the Employee's residence and the workplace, that occurs at the time the Employee is an employee of the Company; and

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

3.5 The Company will make a weekly contribution to the Nominated Redundancy Fund (or other fund of which Incolink is Trustee and nominated by it to receive the contribution) for the purpose of funding and/or sponsoring activities (at the determination of the Trustee of the said fund) that support the welfare of all Employees and their families in the Building and Construction industry. This contribution is calculated based on the number of Employees employed by the Company at the rate of \$0.95 per Employee, per week.

## 4. HOURS OF WORK

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### 4.1 Ordinary Hours of Work

(a) The ordinary hours of work shall be 36 per week, worked between the hours of 6 a.m. and 6pm Monday to Friday. The ordinary working hours shall be worked in a 10 day 2-week cycle, Monday to Friday inclusive with 8 hours worked for each of 9 days with 0.8 of hour on each of those days accruing to the 10th day which shall be taken as paid rostered days off (RDOs).

(b) The normal times of work each day are from 7.00 a.m. to 3.30 p.m. Monday to Friday, with a ten minute crib break between 9.00 am and 11:00 am and a thirty minute lunch break at between 11:00 am and 1:00 pm.

(c) In order to manage fatigue management the maximum number of hours worked on site by any Employee should not be more than 56 hours per week which may be taken to mean no more than 10 hours per day Monday to Thursday,

and 8 hours on Friday and Saturday. In certain circumstances hours may be extended to perform works which are critical to the ongoing productivity or safety of other Employees on the project or where a critical work task is delayed due to unforeseen circumstances.

- (d) Where employees work their normal ordinary hours in less than five days in any one week, BIRST payments will be paid at the normal weekly rate.

#### **4.2 Rostered Days Off**

- (a) An Employee shall be entitled to take 26 RDOs in each 12 months continuous service.
- (b) The Employer will generally observe the Rostered Days Off Calendar as per Appendix 3. However, where the Employer and the Employee(s) agree, an alternative day may be substituted for the Industry Rostered Day off. All work performed on an RDO on a general building and construction project identified in the RDO calendar will be paid at double time and the Employee(s) involved will be entitled to take their accrued RDO as provided in (e) below. This shall be applied to Industry RDO's in accordance with the RDO Calendar on a general building and construction project where the RDO calendar is applied.
- (c) In years following 2022 the 13 (36 hour) Rostered Days Off Calendar as published by the Union from time to time shall be applied for the purposes of (and subject to) subclause (b) above.
- (d) Where the provisions of (b) have not been followed and work is carried out on the RDO, Employees will be entitled to payment for time worked at the rate of double time and the Employee(s) involved will be entitled to take their accrued RDO as provided in (e) below.
- (e) An Employee who is entitled to an accrued RDO in accordance with (b) or (d) will:
- (f) Take such RDO within three (3) weeks either side of the nominated date; or
- (g) Provided that all "banked" RDOs are taken within twelve (12) months of the date of their original accrual, as requested by the Employee, and at least one week's notice is given of the intention to bank RDOs.
- (h) The parties agree during the life of this Agreement to pursue other flexibilities with respect to the RDO.
- (i) The rate of pay for RDOs accumulated in accordance with (e) will be the current rate applying at the time of taking the accumulated RDO.
- (j) On termination an Employee will be paid at his/her then current wage rate for any untaken accrued RDO entitlements credited to the Employee.

#### **4.3 Meal Break**

- (a) Except as provided for in (b), there will be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no later than five hours after the commencement of work.
- (b) Due to the exigency of the work being undertaken, the time of taking the prescribed meal break by one or more of the employees may be altered by the Employer provided that the meal break should commence no later than 5 hours after the commencement of work.
- (c) Where it is necessary in accordance with (b) to alter the time of taking the prescribed meal break and such break does not commence prior to 6 hours after the commencement of work, employees will be paid at the rate of double time for the period worked between the time the break should have commenced and the commencement of the prescribed meal break.
- (d) Wash Time



The Employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.

**(e) Working with toxic materials**

Where an employee is using toxic materials and such work continues to the employee's meal break the employee shall be entitled to take washing time of ten minutes immediately prior to the meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day, washing time of ten minutes shall be granted. The washing time break or breaks shall be counted as time worked.

**4.4 Crib Time / Meal Allowance**

**(a)** An employee shall be allowed a paid rest period of 10 minutes between 9:00 a.m. and 11:00 a.m.

**(b)** When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, he/she will be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four (4) hours of continuous work, he/she will be allowed to take, also without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, he/she will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

For the purposes of this sub-clause 'usual ceasing time' is at the end of ordinary hours inclusive of time worked for accrual purposes.

**(c)** An employee required to work overtime for at least one and half hours after working ordinary hours Monday to Friday will be paid a meal allowance as set out in Appendix 1. An employee shall be entitled to be paid a meal allowance for each meal after the completion of each four hours from the commencement of overtime.

**4.5 Overtime**

**(a)** All time worked beyond an employee(s) ordinary time of work (Monday-Friday and inclusive of time worked for accrual purposes), must be paid for at the rate of time and a half (150%) for the first two (2) hours and double (200%) for every hour thereafter.

An employee traveling between the depot and nominated work site will be paid for time of travel, this includes work outside of ordinary hours which will be paid at the appropriate overtime rates of pay. This applies to all employees required to travel, i.e driver and passenger.

**(b)** Requirement to work reasonable overtime;

i. Except as provided in this clause, an employer may require any employee to work reasonable overtime.

ii. 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 their intention to refuse it; and

e) Any other relevant matter.

**(c) Early Morning Works**

In the case of early morning works, all hours worked prior to 6am shall be paid at the rate of time and a half (150%) for the first two (2) hours and double (200%) for every hour up until 6am. Ordinary rates will apply from 6am until the completion of ordinary hours with the ordinary hours starting from the time early morning works were started. All hours worked prior to 6am will be counted as ordinary hours with overtime rates in clause 4.5 (a) being applied after the completion of ordinary hours.

**Early Morning Works are not considered as shiftwork.**

**(d)** Except as provided in this agreement the provisions of clause 22 of the Award shall apply.

**(e)** 10 hour rest period

An employee who works overtime shall have at least a 10 hour rest break period between the end of ordinary hours on any one day and start of ordinary hours on the next day without loss of pay for the ordinary working time occurring during such absence.

If on the instruction of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid at double rates (200%) until released from duty for such a period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### **4.6 Call Back**

An employee recalled to work after leaving the employer's premises or work site will be paid a minimum of 4 hours at the appropriate penalty rates. The employee(s) will not be required to work the full 4 hours if the job the employee(s) were recalled to perform is completed within a shorter period.

##### Long Working Periods

**(a)** An employee who has worked 14 consecutive days will be paid double time for all hours worked after the completion of the 14<sup>th</sup> consecutive shift until they receive a day off, subject to the following conditions:

- i. The employee must notify the Company in writing (which may be an SMS) after the commencement of the eighth consecutive shift and prior to the completion of the tenth consecutive day of work, stating the number of consecutive days they have worked. The payroll department will endeavour to assist employees keeping track of these working times.
- ii. Following receipt of the notification from the employee, the Company may in its discretion provide the employee with a day off. To avoid doubt, this day will not be paid, even if it would otherwise have been an ordinary working day.
- iii. If the day off provided by the Company would otherwise have been an ordinary working day, an employee may elect to take an accrued RDO or day of annual leave on that day.

**(b)** Where an employee who is working ordinary hours outside of the span of ordinary hours is released from duty prior to the completion of the ordinary hours. The ordinary hours the employee misses will be paid at the ordinary rate of pay, without any penalty rates or loadings.



#### 4.7 Shift Work

An Employee may be required to work shiftwork.

**Definitions** for the purpose of this clause:

**Day shift** means any shift starting at or after 6:00am and before 10:00am,

**Afternoon shift** means any shift starting at or after 10:00am and before 8:00pm.

**Night Shift** means any shift starting at or after 8:00pm and before 6:00am

Subject to clause 4.7 a) and 4.7 b), employee(s) who work shiftwork shall be paid at 150% of the ordinary hourly weekly hire rate for such shifts.

- a) Shiftworkers who work on any afternoon or night shift roster which does not continue for at least five successive afternoons or nights will be paid 150% of the ordinary hourly weekly hire rate for the first two (2) hours of each shift, and 200% every hour thereafter.
- b) Shiftwork worked on a weekend, public holiday or outside the ordinary hours of shiftwork, shall be paid at the applicable penalty rate, as per clause 4.5 a) of this agreement.

A day worker required to work shiftwork will receive no less than 24hrs notice or payment of penalty rates in clause 4.5 (a) will apply.

#### 4.8 Weekend Work

##### (a) Saturday Work

Overtime work on a Saturday will be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon Saturday will be paid for at the rate of double time. An employee required to work overtime on a Saturday will be afforded at least four hours or paid for four hours at the appropriate rate.

##### (b) Sunday Work

All time worked on a Sunday will be paid for at the rate of double time. An *employee* required to work overtime on a Sunday will be afforded at least four hours or paid for four hours at the appropriate rate.

#### 4.9 Higher Duties

An *Employee* engaged for more than two hours, during one day on duties carrying a higher rate than the *Employee's* ordinary classification, must be paid the higher rate for the whole day. Otherwise the *Employee* must be paid the higher rate for the time so worked.

#### 4.10 Industry Picnic Day

- a) The parties agree that Building Industry Picnic Day will apply during the life of this *Agreement* in accordance with the following:

- b) The first Monday in December of each year shall be the Building Industry Picnic Day;
- c) All *Employees* wishing to attend shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay.
- d) All *Employees* 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;
- e) The Company may require from an *Employee* evidence of his/her attendance at the picnic and production of the butt of a ticket for the picnic shall be sufficient evidence of such attendance.

## 5. LEAVE AND INCOME SECURITY

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### 5.1 Annual Leave

*Employees* are entitled to annual leave in accordance with the National Employment Standards (otherwise referred to in this *Agreement* as the *NES*).

Annual leave accrues at a rate of 4 weeks for each year of service or 5 weeks for each year of service if the *Employee* is a shiftworker. A shiftworker, for the purpose of this provision, is an *Employee* engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the *Company*) and who is regularly rostered to work those shifts. The 4 weeks accrues progressively over the first 48 weeks of each year of service.

A part time *Employee* will accrue this entitlement on a pro-rata basis.

The *Company* will generally close-down *Projects* for a defined period over the Christmas - New Year period and will require *Employees* to take some annual leave at this time. The actual close down and resumption dates for each *Project* will be agreed between the *Company* and the affected *Employees*. The balance of an *Employee's* accrued entitlements should be taken at mutually convenient times and managed in a way that limits the accrued annual leave to 6 weeks.

In the event *Employees* are required to work through the normal Christmas – New Year period, agreement will be reached on an alternate break that achieves a meaningful period of holiday.

Where an *Employee* has accrued more than 8 weeks' leave (10 weeks leave for shiftworkers), the excessive leave actual provisions of the Award will apply.

Where an *Employee* wishes to cash out annual leave, this will be permitted in accordance with clause 25.7 of the *Parent Award*. Under the *Parent Award*, this includes the following provisions:

- The payment in respect of the cashing out, must not be less than the amount that would have been payable had the *Employee* taken the leave at the time the payment is made;
- An agreement to cash out annual leave must not result in the *Employee's* remaining accrued entitlement to paid annual leave being less than 4 weeks;
- The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks; and
- Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the *Employee* and the *Company*.

During a period of annual leave an *Employee* will receive in addition to their *Base Rate* of pay and daily fares allowance, a loading of 17.5% calculated on the *Employee's*

normal *Base Rate* of pay. The loading prescribed above will also apply to the payment of annual leave on termination of employment (where applicable).

## 5.2 Personal / Carer's Leave

*Employees* are entitled to personal/carer's leave (including sick leave) in accordance with the *NES*.

*Employees* will accrue 10 days' personal/carer's leave entitlement per annum. Paid personal/carer's leave is cumulative.

An *Employee* is entitled to paid personal/carer's leave if the *Employee*:

- Is unable to work due to personal illness or injury; or
- Is required to provide care or support to a member of the *Employee's* immediate family; or
- Is required to provide care or support to a member of the *Employee's* household because of personal illness, injury or an unexpected emergency.

The *Employee* must provide notice to the *Company* as soon as reasonably practicable that they are seeking to take personal/carer's leave.

In accordance with the *NES*, the *Employee* must provide satisfactory documentary evidence confirming the need to take such leave, which will be a doctor's certificate unless it was impracticable to obtain one, in which case the *Employee* must provide a statutory declaration to the satisfaction of the *Company*.

If a terminated *Employee* is re-engaged by the *Company* within a period of 6 months, the *Employee's* unclaimed sick leave from the previous engagement will continue from the date of re-engagement.

## 5.3 Unpaid Carer's Leave

*Employees* who have exhausted their entitlement to paid personal/carer's leave, and *Casual Employees*, are entitled to a period of up to 2 days' unpaid carer's leave for each occasion that an *Immediate Family* member or other member of the *Employee's* household requires care or support because of an illness, injury or unexpected emergency.

The *Employee* must provide notice to the *Company* as soon as reasonably practicable that they are seeking to take unpaid carer's leave. In accordance with the *NES*, the *Employee* must provide documentary evidence confirming the need to take such leave.

## 5.4 Parental Leave and Dad and Partner Pay

- (a) Parental Leave shall be in accordance with the *NES* including that after 12 months of continuous employment, an *Employee* may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.
- (b) Paid Parental Leave
- (c) In addition, if the *Employee* is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) (PPL Act) as the primary carer of the child:
- (d) ; and
- (e) The payment will be the equivalent to the difference between the *Employee's* entitlement to paid parental leave for an 18 week period under the PPL Act (based on the minimum wage) and the *Employee's* weekly minimum wage rate prescribed by clause 19.1(a) of the Parent Award applicable to their classification.
- (f) In accordance with section 22 of the Fair Work Act, unpaid leave does not count as continuous service, however, it does not break service.

- (g) Dad and Partner Pay
- (h) The payment will be the equivalent to the difference between the Employee's entitlement to dad and partner pay, for a 2-week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the Parent Award applicable to their classification.

### 5.5 Compassionate Leave

*Employees* are entitled to compassionate leave in accordance with the *NES*.

An *Employee* is entitled to a period of 2 days of compassionate leave for each occasion when a member of the *Employee's* immediate family or a member of the *Employee's* household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.

In accordance with the *NES*, the *Employee* must provide documentary evidence confirming the need to take such leave.

### 5.6 Jury Service

An *Employee* called for jury service during Ordinary Hours will be reimbursed by the *Company* an amount equal to the difference between the amount paid by the Court and the amount of *Base Rate* earnings he/she would have received for the Ordinary Hours expended at the Court.

Prior to payments being provided, the *Employee* must provide the *Company* with proof of attendance, duration of attendance and amount received in respect thereof.

### 5.7 Workers' Compensation

Worker's Compensation management will be in accordance with applicable worker's compensation legislation. *Employees* will continue to receive contributions to redundancy, superannuation, annual leave and long service leave benefits whilst on Worker's Compensation while the *Employee* remains employed by the *Company*. Superannuation contributions will be made up to a maximum 52 weeks.

The Accident Pay provisions of clause 19 of the *Award* shall apply.

### 5.10 Family Violence Leave

- (a) For the purposes of this clause, family violence is:

Behaviour by a person towards a family member of that person if that behaviour:

- is physically or sexually abusive;
- is emotionally or psychologically abusive;
- is economically abusive; or
- is threatening; or
- is coercive; or
- 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
- behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

- (b) For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means—
- i. a person who is, or has been, the relevant person's spouse or domestic partner; or
  - ii. a person who has, or has had, an intimate personal relationship with the relevant person; or
  - iii. a person who is, or has been, a relative of the relevant person; or
  - iv. 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
  - v. a child of a person who has, or has had, an intimate personal relationship with the relevant person.
  - vi. A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

For the purposes of clauses 5.9(b)(ii) and 5.9(b)(v), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

**(c) Confidentiality**

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

**(d) Leave**

- i. An Employee experiencing family violence will have access to 10 days per year of paid family violence leave to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- ii. 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.
- iii. Casual employees experiencing family violence will have access to 10 days per year of unpaid family violence leave.
- iv. The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- v. In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
- vi. The leave is available in full at the start of each 12 month period of the employee's employment.
- vii. For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

## 6. CONTRACT OF EMPLOYMENT

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### 6.1 Daily Hire

With the exception of *Casual Employees*, all *Employees* covered by this *Agreement* shall be engaged as daily hire *Employees*.

### 6.2 Casual Employees

A *Casual Employee* employed by the *Company* will be paid for all hours worked, at the hourly rates prescribed in Appendix 1 plus a loading of 25 percent which shall be in lieu of all annual leave, paid personal/carer's leave, paid community service leave, notice of termination and public holidays not worked.

A *Casual Employee* required to work overtime or weekend work, will be entitled to the relevant penalty rates prescribed in the *Parent Award*.

A *Casual Employee*, other than an irregular *Casual Employee*, who has been engaged by the Employer for a sequence of periods of employment under this *Agreement* for a period of greater than 26 weeks of continuous service shall thereafter have the right to request to have his or her contract of employment converted to permanent employment (full-time, daily hire or part-time) if the employment is to continue beyond the conversion process.

### 6.3 Conditions of Employment

An *Employee* classified in accordance with this *Agreement* is required to perform all tasks within that level of the appointed position. This will also include tasks that are incidental to the main function of the appointed position, and may include duties suitable to an *Employee's* classification level.

### 6.4 Qualifications, Licences and Tickets

The *Employee* must maintain and renew qualifications, licences and tickets that are required to perform the work for which the *Employee* is engaged for.

The *Employee* will notify the *Company* immediately where the *Employee's* licence is suspended or cancelled or they are disqualified from holding or obtaining an appropriate qualification or licence. Where it is a condition of employment to hold a valid licence, a suspended, cancelled or disqualified may result in termination of employment where alternative duties are not reasonably possible.

### 6.5 Supplementary Labour

The *Parties* recognise that the fluctuating requirements of the business necessitate the use of labour provided by external companies to supplement the *Employee* group. Supplementary labour is likely to be used to overcome requirements caused by these peaks in demand, skills shortages, specific *Project* requirements and situations when *Employees* take leave or are absent.

From time to time, the *Company* will need to engage labour hire contractors to provide on hire workers to cover short term requirements. Such requirements may include absences due to leave, start-ups, peak workloads, emergencies and unforeseen shortages of labour.

Whilst the *Company* may engage supplementary labour for a variety of reasons, the *Company* acknowledges that it is not its intention to use supplementary labour to undermine the terms and conditions of *Employees* under this *Agreement*.

The use of supplementary labour will be reviewed at regular Meetings between the company and union representatives.

The *Consultative Committee* will consult to monitor that:

- Engagement of supplementary labour exceeding 10 weeks' continuous service is reviewed; and

- The necessity of maintaining existing supplementary labour is assessed (noting the *Company's* intention is not to use supplementary labour to undermine the employment security of *Employees*).

Where a labour hire contractor is engaged to provide on hire workers who perform work that would otherwise be performed by *Employees*, the *Company* will ensure that those workers are provided with all their lawful entitlements due in relation to their performance of work.

Nothing in this clause requires, has the effect of requiring, or purports to require or have the effect of requiring; or permits, has the effect of permitting or purports to permit or have the effect of permitting a contravention of Part 3 – 1 of the *Fair Work Act 2009* (Cth) which deals with general protections.

## 6.6 Counselling and Disciplinary Procedure

Counselling and Disciplinary Procedure will be in accordance with the “Vamp Cranes (SA) Pty Ltd”, Discipline Policy”. This policy will not be amended during the nominal life of this agreement without consultation with the *Employees*.

## 6.7 Termination of Employment - General

Employment, except in the case of *Casual Employees* or *Daily Hire*, will be terminated by either party giving a period of notice in writing in accordance with the following table:

<i>Employee's</i> Period of Continuous Service	Period of Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

Upon termination by the *Company*, the period of notice is increased by 1 week if the *Employee* is over 45 years old and has completed at least 2 years' continuous service with the *Company*.

Alternatively, employment may be terminated by the *Company* by the payment or forfeiture (or part thereof), as the case may be, of the wages an *Employee* would have received had he/she worked during the period of notice had his/her employment not been terminated.

The *Company* does not need to provide notice of termination (or payment in lieu of notice) to any of the following *Employee* circumstances:

- An *Employee* whose employment is terminated because of serious misconduct (for example, engaged in theft, fraud or assault), in the course of their employment including;
  - During working hours; and/or
  - Whilst on *Company* property or site locations; and/or
  - Whilst attending a *Company* function or event.
- Where an *Employee* has given or been given notice of termination of employment he/she will continue in employment until the date of the expiration of such notice (subject to payment in lieu being issued). Any *Employee* who, having given or been given such notice, absents himself/herself without prior approval from work during such period will be deemed to have abandoned employment and will not be entitled to payment for that period.
- By agreement, the periods of notice in the table above can be varied provided



they do not contravene the NES.

Nothing in this Agreement will affect the right of the Company to dismiss an Employee without notice for serious misconduct or refusal of duty.

#### 6.8 Fitness for Work

An *Employee* will not present for work if they are unfit to perform their duties.

#### 6.9 Presenting For Work but Not Required

A new *Employee*, if engaged and presenting for work to commence employment and not being required shall be entitled to at least 4 hours' work or payment thereof at the *Base Rate* of pay, plus the appropriate allowance prescribed by 2.5 Daily Fares and Travel Allowance, of this *Agreement*. If the *employee* engaged is presenting for work in a rural area and not being required shall be entitled to at least 8 hours' work or payment thereof at the Base Rate of pay, plus the appropriate allowance prescribed by 2.5 Daily Fares and Travel Allowance, of this Agreement.

However, if the services of any *Employee* are not required, because of *Inclement Weather*, then the provisions of clause 7- Inclement Weather shall apply.

#### 6.10 Consultation

- The *Company* will consult with the *Employees* if:
  - The *Company* is considering introducing a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - The change is likely to have a significant effect on *Employees* of the enterprise.
- The *Company* must notify the *Parties* of the intention to introduce the major change.
- The relevant *Employees* may appoint a representative for the purposes of the procedures in this term.
- If:
  - A relevant *Employee appoints*, or relevant *Employees* appoint, a representative for the purposes of consultation; and
  - The *Employee* or *Employees* advise the *Company* of the identity of the representative;the *Company* must recognise the representative.
- As soon as practicable after making its decision, the *Company* must discuss with the relevant *Employees*:
  - The introduction of the change; and
  - The effect the change is likely to have on the *Employees*; and
  - Measures the *Company* is taking to avert or mitigate the adverse effect of the change on the *Employees*.
- The *Company* must give prompt and genuine consideration to matters raised about the major change by the *Parties* to this *Agreement*.
- No party will unreasonably withhold agreement during the consultation process.
- the above does not require the *Company* to disclose confidential information if its disclosure would be contrary to the *Company's* interests to its competitors.

#### 6.11 Consultation about changes to rosters or hours of work



- Where the *Company* proposes to change an *Employee's* regular roster or Ordinary Hours of work, the *Company* will consult with the *Employee/s* affected (and their representative, if any.), about the proposed change.
- The *Company* will:
  - i. provide to the *Employee/s* affected (and their representative, if any.) relevant information about the change including:
    - the nature of the change;
    - information about what the *Company* reasonably believes will be the effect of the change on the *Employee/s*;
    - and information about any other matters that the *Company* reasonably believes are likely to affect the *Employee/s*;
  - ii. invite the *Employee/s* affected (and their representative, if any.), to give their views about the impact of the proposed change (including any impact in relation to the *Employee/s* family or caring responsibilities); and
  - iii. give consideration to any views about the impact of the proposed change that are given by the *Employee/s* concerned (and/or their representative, if any.).
- The requirement to consult under this clause does not apply where an *Employee* has irregular, sporadic or unpredictable working hours.
- These provisions are to be read in conjunction with other *Agreement* provisions concerning the scheduling of work and notice requirements.

#### 6.12 Consultative Committee

The *Parties* agree that an effective consultation process assists continuous workplace reform. *Consultative Committees* will operate for the purpose of providing a forum to better the working environment with open communication of working arrangements including labour, monitoring the outcomes of this *Agreement* and sharing pertinent information.

A Consultative Committee shall consist of nominated Management *Employees* and an equal number of Construction Worker *Employees*. Representatives may be invited to attend consultative committee meetings. Meetings will be held not less than bi-monthly.

#### 6.13 Elected Employee Representative

An *Elected Employee Representative/Union Delegate* shall, upon notification to the *Company*, be recognised as the accredited representative of the *Employees* and, if an *Employee* seeks representation by the representative, that representative will be allowed reasonable time during working hours to submit to the *Company* employment related matters affecting the *Employees* they represent.

An eligible *Elected Employee Representative/Union Delegate* will be entitled to up to 5 days' paid leave per year to undertake training that will assist them in their settlement of disputes role.

Any *Employee* may be appointed by *Employees* as their *Elected Employee Representative/Union Delegate*.

For clarity, each *Employee* has the right to determine whether they wish to be represented by an *Elected Employee Representative*, a *Union Delegate* another representative of their choosing, or not at all. *Employees* are entitled to the protections of Division 4 of Part 3 – 1 of the *Fair Work Act*.

## **7. INCLEMENT WEATHER**

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- 7.1** The parties agree that all necessary steps shall be taken to ensure that a full working understanding of the inclement weather procedure as contained in this Agreement is achieved and maintained throughout the industry. The *Parties* agree that the below does not apply to work being performed out in the Mining Industry and in regional or remote areas, with the understanding by the *Parties* that all work is being conducted in a safe and practicable manner with the appropriate measures in place.

The *Parties* agree that inclement weather does not automatically create an unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather.

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

- 7.3** 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 not affected by inclement weather (prior to 10.30 a.m.) in accordance with the agreement provisions prescribed herein.

**7.4 Definition - inclement weather**

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

**7.5 Conference Requirement and Procedure**

- (a) The Company, or the Company's representative, shall, when requested by the employees or an Elected Employee Representative/Union Delegate, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement.
- (b) Provided that if the Company or the Company's representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

**7.6 Restrictions of Payments**

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

**7.7 Entitlement to Payment**

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

- (a) The first period shall be deemed to commence on 28 December 2009 and subsequent periods shall commence at four weekly periods thereafter.
- (b) An employee shall be credited with 32 hours at the commencement of each four weekly period.
- (c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.
- (d) If an employee commences employment during a four weekly period the employee shall be credited 32 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; sixteen hours where the employee commences on any working day within the third week; and eight hours where the employee commences on any working day within the fourth week.

- (e) No employee shall be entitled to receive more than 32 hours inclement weather payment in any period of four weeks.
- (f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- (g) Payment under this clause shall be weekly.
- (h) Provided further, an employee working on a part-time basis pursuant to this agreement shall be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate employment shall be as follows:

32 x Number of hours agreed to be worked during the four week period

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## **7.8 Transfers**

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site (prior to 10:30am) which is not affected by inclement weather subject to the following:

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

## **7.9 Completion of Concrete Pours and Emergency Work**

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

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

- (a) At the time employees cease work due to inclement weather the Company or the Company's representative on site and the employees' representative shall agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

## **7.11 Safety**

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

## 7.12 Additional Wet Weather Procedure

### (a) Remaining on site

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

- i. for more than an accumulated total of four hours of ordinary time in any one day; or
- ii. after the meal break, as provided in this agreement, for more than an accumulated total of 50% of the remaining work time; or
- iii. during the final two hours of the normal work day for more than an accumulated total of one hour,

the Company shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

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

### (c) Rain at starting time

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

- the rain stops; or
- the sheds are under cover and the employees can get to area without going through the rain; or
- adequate protection is provided. Protection shall, where necessary, be provided for the employees' tools.
- In the case of mechanical plant operators carrying out early works as the principal activity or mechanical plant demolition on a site and they have a dry cabin to work from and they can safely access their cabin without getting "drenched", they will return to work so long as the work itself is safe to perform. The Employer will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.

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

## 7.14 Hot Weather Management

These hot weather management provisions shall apply on sites within a radius of thirty kilometres from the GPO Adelaide metropolitan area excluding Hills area. Temperature reference information shall be that issued formally from the Bureau of Meteorology (BOM) website at <http://www.bom.gov.au/sa/observations/adelaide.shtml> according to the nominated weather stations located within the Weather District Map in Appendix 4.

- (a) Where hot conditions are anticipated to occur or do occur, site management shall endeavour to manage the process of work by reducing exposure time and appropriate rescheduling.
- (b) Relocation and transferring of labour will be required and applied in a common-sense manner shall be completed prior to the temperature reaching 35°C. This shall occur in accordance with clause 7.8 Transfers and clause 7.9 Completion of Concrete Pours and Emergency Work.
- (c) Site Management shall anticipate the heating effect of sustained temperatures on the internal environment of buildings even in circumstances where the external temperature is less than 35°C.

Subject to clause 7.5 above, upon indication by the BOM website at the weather station closest to the Project location that the general outside temperature is 35°C the following shall apply:

- (d) Employees shall continue working in areas where air conditioning is operating and in all other areas which are clearly cooler than the general outside temperature.
- (e) Relocation and transfers of Employees to less exposed areas shall occur prior to inclemency arising and provided such areas do not exceed 35°C (provided that no Employee shall be transferred to a cooler work area unless there is work available in his/her vocation).
- (f) In advance of the temperature reaching 35°C the Company and Employees will consult to ensure orderly management of the *Project* and application of clause 7.9 Completion of concrete pours and emergency work.
- (g) Where it is necessary for services such as external man and material hoists, fixed or mobile cranes to operate to service employees working in cooler areas, or to complete concrete pours or emergency work, then such employees who continue to work in inclement conditions shall be paid at a rate of double-time calculated to the next ¼ hour. All practical methods of ensuring the welfare of these employees shall be applied. Employees shall not be called upon to work in unreasonable amount of hours in these circumstances.
- (h) Where above in clause 7.14(g) an employee is required to work then the employee will be entitled to a 15 minute rest break in a cooler environment every hour.
- (i) All other employees in cooler areas shall be paid at ordinary time rates as per this Agreement.
- (j) Where employees continue working on site as provided in this Agreement the safety and/or first-aid officer shall remain on site and shall be paid ordinary time rates as per Award, where he/she can be located in a cooler working area; or at double-time rates calculated to the next ¼ hour where he/she is required to continue working in inclement conditions as in emergency work.
- (k) Employees who cannot be relocated from exposed work areas to cooler work areas shall be located in the air conditioned amenities buildings provided that all areas shall be left in a safe condition and all tools and equipment properly stored.
- (l) Those employees prevented from working due to hot work conditions: -
  - i. for more than an accumulated total of 4 hours of ordinary time in any one day, or;
  - ii. after the meal break for more than an accumulated total of 50% of the normal afternoon work time, or;
  - iii. during the final 2 hours of the normal work day for more than an accumulated total of 1 hourshall not be required to remain on site.
- (m) The employer shall take into consideration the pattern of temperatures over previous days and the temperature forecast for the remainder of the day in applying the above criteria.
- (n) With the exception of employees working in air conditioned areas all other employees remaining on site and not affected by inclemency as defined above shall continue working but the employer shall not require them to remain on site during the final hour of the normal working day.

Upon indication from the BOM website that the general outside temperature is 37°C the following shall apply: -

- (o) With the exception of employees working in air conditioned areas all employees located on site shall be allowed to cease work and leave the site subject to, consultation with the company, all areas being left in a safe condition, all tools

and equipment properly stored.

- (p) When employees leave a site in accordance with the above the provisions of clause 7.7 Entitlement to payment, above shall apply in respect to entitlements.

## **8. SAFETY, HEALTH AND WELFARE**

### **8.1 Safety Legislation**

The *Work Health and Safety Act 2012 (SA)* (otherwise referred to in this *Agreement* as *WHS Act*) and the *Work Health and Safety Regulations 2012 (SA)* as amended from time to time, and associated safety legislation will apply to all *Projects*. Where there is no technical regulation for an activity, reference will be made to the appropriate Australian Standard or Code of Practice.

### **8.2 Safety Committee**

Safety Committee members are to accept their responsibility with regard to safety and health issues, reporting matters and their action to the Area Foreman and the Safety Supervisor or designated alternative, for recording and/or further action.

### **8.3 Site Safety Inductions**

In the interests of the safety best practice all site safety inductions will be done on site and communicated face to face in paid ordinary hours. The *Company* will not accept unpaid safety induction processes.

### **8.4 Project Inductions**

All *Employees* at the commencement of their first working day on a *Project* will attend a *Project* Induction on *Project* Safety Procedures.

### **8.5 Company Safety Supervisor**

The *Company* will appoint a Safety Supervisor to co-ordinate safety across all yards and sites.

### **8.6 Project Safety Advisor**

Whenever appropriate an onsite *Employee* will be appointed by the *Company* to the position of *Project* Safety Advisor. The person appointed will assist the *Company* Safety Supervisor and may be required to perform other duties provided they do not interfere with his/her primary tasks.

### **8.7 Health and Safety Representative**

The *Employer* and its *Employees* will comply with Part 5 of the *WHS Act* – Consultation, representation and participation in relation to the establishment of a health and safety committee.



- i. *The Employer will comply with the procedure for the election of HSRs in the WHS Act and regulations, and will make all reasonable endeavors to reach agreement on any matter which requires negotiations including but not limited to the composition of any work group.*
- ii. *Parties covered by this Agreement recognize the important role of Health and Safety Representatives. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.*
- iii. *The HSRs 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.*
- iv. *HSRs will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting Employees he/she represents.*
- v. *HSRs will have the right to convene and address a meeting of Employees following site induction to facilitate consultation relating to site matters, work health and safety and compliance.*
- vi. *At all times the HSR may seek the assistance of the Union or a person suitability qualified in WHS. A supervisor may also seek such advice or assistance.*
- vii. *If a HSR makes a request, the Company agrees that it will enroll the HSR in the following Units of Competency:*
  - a. *HLTAID001 Provide cardiopulmonary resuscitation*
  - b. *HLTAID002 Provide basic emergency life support*
  - c. *HLTAID003 Provide first aid*
  - d. *Or equivalent where the abovementioned Units of Competency are superseded*

*The Company will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.*

*Subject to all qualifications in this clause, an employee appointed or elected as an elected Health and Safety Representative shall, upon application in writing to the Employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses approved by the employer.*

- viii. *A HSR shall have the right to choose who provides any training that they require in connection with their role as a HSR.*

## **8.8 Safety Inspections**

Wherever reasonable and practicable on each *Project* the *Project Safety Advisor* accompanied by the *Safety Supervisor*, will regularly inspect the *Project*.

The results of their inspection will be presented in writing at the following meeting of the *Project Safety Committee*.

Any safety measure that needs to be taken or any remedial action required on existing safety structures or devices of any sort will either be:

- Fixed on the spot; or
- Listed by the Safety Supervisor for urgent rectification. Should it be necessary to relocate any *Employee* who might be working at the location, the Safety Supervisor will arrange to do so immediately, and arrange for the necessary barricading and signage to isolate the affected area.

## 8.9 Safety Issues

- (b) The *Employer*, the *Employees* and the *Union* agree that for the purposes of s. 81 of the Work Health and Safety Act 2012 (SA) matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.
- (c) The *Parties* agree that for the purposes of this procedure and s. 81(3) of the *WHS Act* the following persons shall be the representatives of the following *parties*:
- i. *the Principal Contractor (as defined under the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;*
  - ii. *the Employer - the Site Manager or any other person nominated by the Employer(s); and*
  - iii. *The Employees - person nominated by the Employee to act as the Employee's representative(s) (e.g. Union or other representative). (collectively referred to as "Nominated Parties")*
- (d) The Nominated *Parties* agree that representatives shall be entitled to:
- i. *inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;*
  - ii. *consult with relevant Employees in relation to resolving the issue;*
  - iii. *consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;*
  - iv. *inspect and take copies of any document that is directly relevant to resolving the issue; and*
  - v. *advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.*
- (e) Any inspection shall be conducted by all *parties* and/or their representatives.
- (f) The Nominated *Parties* and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other *Parties* and/or representatives that:
- i. *there is an issue to be resolved; and*
  - ii. *the nature and scope of the issue.*



- (g) As soon as the *Parties* and/or their representatives are informed of the issue, the Nominated *Parties* and/or their representatives must meet or communicate with each other to attempt to resolve the issue.
- (h) The Nominated *Parties* and/or their representatives must have regard to all relevant matters including:
  - i. *the degree and immediacy of the risk to the Employees or other persons affected by the issue;*
  - ii. *the number and location of Employees and other persons affected by the issue;*
  - iii. *the measures both temporary and permanent that must be implemented to resolve the issue;*
  - iv. *who will be responsible for implementing the resolution measures;*
  - v. *whether the hazard or risk can be isolated; and*
  - vi. *the time that may elapse before the hazard or risk is permanently corrected.*
- (i) Once the issue is resolved details of the issue and its resolution must be set out in writing with all *Parties* and/or their representatives to be satisfied that the *agreement* reflects the resolution of the issue with a copy given to all Nominated *Parties* and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next health and safety committee meeting minutes with the agreed resolution.
  - i. *The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue.*

#### **8.10 Direction to Cease Work**

- (j) If a safety issue exists concerning exposure to a serious risk to the *Employee's* health or safety, emanating from an immediate or imminent exposure to a hazard (Unsafe Work), there will be a right to cease or to refuse to carry out the Unsafe Work in accordance with Division 6 of Part 5, *WHS Act 2012 (SA)*. The *Company* and/or the health and safety representative (*HSR*) 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.
- (k) 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 and safe alternative work.
- (l) Nothing in this clause will affect the continuity of engagement for any *Employees*.

#### **8.11 Rectification of Safety Hazard & Emergency Work**

- (m) 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 the *Company* and any combination of *HSRs/Union/Safety Committee*, those people who remain on site to do rectification work and emergency work will be paid at the rate of double time for all such work.

- (n) This is not applicable to normal dewatering or housekeeping, or where normal rectification occurs in a section of the site declared unsafe and whilst the remainder of the site carries on working.

### 8.12 First Aid

On each *Company Project* an adequate number of suitably qualified First Aid Certificated person shall be present at all times when construction work is being performed.

High risk workplaces - 1 first aider per 25 workers

Remote high risk workplaces – 1 first aider per 10 workers.

It is *Company* practice to provide First Aid facilities on all sites. A *Company* Representative, or *Employee* shall be appointed First Aid Officer with the responsibility to ensure that access is available to the First Aid area at all times, that the shed is regularly cleaned and that First Aid supplies are replenished as they are used.

### 8.13 Protective Clothing

- (o) Mandatory Equipment

In accordance with the *Company* policy, all *Employees* engaged to work on site will be supplied with appropriate safety footwear, safety helmets, safety gloves and safety eye protection before commencing work on a *Project*.

These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced as required.

The *Company* will contribute up to \$150.00 per person for 1 pair of prescription safety glasses on proof of purchase in any 2-year period to cover an *Employee's* out of pocket expenses for the purchase of these glasses.

- (p) Job-related Equipment

The *Company* will supply the following protective equipment/materials for use on specific work tasks:

- i. *Factor 30 + protective sunscreen;*
- ii. *Hearing protection;*
- iii. *Gloves;*
- iv. *Safety harnesses;*
- v. *Gumboots;*
- vi. *UV-rated safety glasses which conform to AS 1337 Personal Eye Protection.*

(q) Protective Clothing

- i. *All Employees, including apprentices however engaged, are entitled to appropriate footwear on commencement of employment in accordance with clause 21.1 of the Award. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required. Alternatively, Employees can replace damaged footwear to a value of \$300 that will be reimbursed by the Company on the production of a receipt.*
- ii. *All Employees, including apprentices however engaged, will be provided with protective clothing in accordance with the following provisions.*
- iii. *All protective clothing, footwear and Personal Protective Equipment (P.P.E.) supplied will be replaced on a fair wear and tear basis.*
- iv. *The issuing of Personal Protective Equipment (PPE) and clothing is vital to Employee health and safety, comfort and productivity therefore needs to be selected in full consultation with Employees.*
- v. *The Work Health and Safety Regulations 2012 (SA), reg 40, places an obligation on the Company to ensure that:*
  - *ventilation enables workers to carry out work without risk to health and safety;*
  - *workers carrying out work in extremes of heat or cold are able to carry out work without risk to health and safety.*
- vi. *The shirts, shorts/trousers, jackets, footwear etc. and P.P.E. supplied, needs to be selected following thorough risk assessments with regards to specific workplace and environmental hazards and needs to maximise protection from all elements including but not limited to; visibility, sun, weather, dirt, cuts and abrasions, direct and indirect sources of heat, humidity, sparks and/or electrical conductivity.*
- vii. *Such clothing once agreed with Employees, shall be made from natural fibers and provide optimum comfort and protection for Employees without creating additional risks to their health and safety. All clothing/PPE must meet the relevant AS/NZS standards (see below) and be labelled as required by those standards. Employees' request to wear three quarter ( $\frac{3}{4}$ ) length shorts and / or short sleeve shirts shall not be unreasonably refused.*
- viii. *Additional personal protective equipment e.g. gloves, eye protection, sun protection will be supplied by the Company.*
- ix. *The relevant standards are as follows;*
  - AS/NZS 1801 Occupational protective helmets*
  - AS/NZS 1906.4: High-visibility materials for safety garments*
  - AS/NZS 2161.1: Occupational protective gloves*
  - AS/NZS 2210.1: Safety, protective and occupational footwear*
  - AS/NZS 4399: Sun protective clothing*
  - AS/NZS 4501 Occupational protective clothing*
  - AS/NZS 4602 Garments for high risk applications*
  - AS/NZS 1715: Use and maintenance of respiratory protective equipment*

*AS 1337 Personal Eye Protection*

- x. *The Company will provide;*
- *Two (2) long trousers and five (5) long sleeve shirts; or*
  - *One (1) long trousers and five (5) long sleeve shirts and one (1) coveralls; or*
  - *Two (2) coveralls and five (5) long sleeve shirts.*
- This protective clothing may carry the Company's brand. Clothing will be replaced annually on a fair wear and tear basis.*
- xi. *Winter Jackets*
- All Employees engaged on Company Projects between 1<sup>st</sup> May and 30<sup>th</sup> September will be issued, with 1 jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis or every two (2) years.*

**8.14 Asbestos Awareness Training**

- (a) The *Company* agrees that it may, within three months of the commencement of this *Agreement*, schedule training in the nationally accredited asbestos awareness training course mentioned in (d) below for each *Employee* covered by this *Agreement*.
- (b) Further, the *Company* agrees that it may, within three months of each new *Employee* commencing employment, ensure that the *Employee* successfully completes the nationally accredited asbestos awareness training course mentioned in (d) below.
- (c) The *Company* will bear all costs associated with the provision of the training, including costs and material costs and the provision of the *Employee's* wages for the period of the training.
- (d) The course referred to in paragraphs (a) and (b) above will be 10279NAT Identification and Awareness of Asbestos Containing Materials.

**8.15 Crystalline Silica Exposure Prevention Training**

- (a) The *Company* agrees that it may, within three months of the commencement of this *Agreement*, schedule training in the nationally accredited crystalline silica exposure prevention training course mentioned in (d) below for each *Employee* covered by this *Agreement*.
- (b) Further, the *Company* agrees that it may, within three months of each new *Employee* commencing employment, ensure that the *Employee* successfully completes the nationally accredited crystalline silica exposure prevention training course mentioned in (d) below.
- (c) The *Company* will bear all costs associated with the provision of the training, including costs and material costs and the provision of the *Employee's* wages for the period of the training.
- (d) The course referred to in paragraphs (a) and (b) above will be 10830NAT Course in Crystalline Silica Exposure Prevention INDUSTRIAL RELATIONS

## 9.1 Dispute Settling Procedure

A major objective of this *Agreement* is to eliminate lost time and/or production arising out of disputes or grievances.

If a dispute relates to:

- A matter arising under this *Agreement*; or
- The NES; or

The below terms set out the procedure to settle a dispute:

- 1) An *Employee* who is a party to the dispute may appoint a representative for the purposes of the procedures in this term;
- 2) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the *Employee* or *Employees* and their representative where appointed and relevant supervisors and/or management;
- 3) While the parties are trying to resolve the dispute using the procedures in this procedure:
  - a. An *Employee* must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b. An *Employee* must comply with a direction given by the *Company* to perform other available work at the same workplace, or at another workplace, unless:
    - The work is not safe; or
    - Applicable workplace health and safety legislation would not permit the work to be performed; or
    - The work is not appropriate for the *Employee* to perform; or
    - There are other reasonable grounds for the *Employee* to refuse to comply with the direction.
  - c. If still not resolved, there may be discussions between the relevant *Employee* or *Employees*, their *Elected Employee Representative* or other representative chosen by the *Employee/s*, and a senior *Company* representative. Either party may, if the dispute still exists after following the above procedures, refer the matter to *FWC* for conciliation, mediation and, where appropriate, arbitration.
  - d. The parties to the dispute agree to be bound by a decision made by *FWC* in accordance with this term so long as any arbitrated outcome is consistent with the Building Code 2013 and/or its successor.

## 9.2 Right of entry

### (a) Recognition of rights

- i. The *Parties* acknowledge the regulation of union entry to workplaces under the *Fair Work Act* and the applicable safety legislation, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The *Parties* agree that nothing in this clause can deprive any Party of their rights or remedies under the *Fair Work Act* and *WHS Act*.
- ii. The *Parties* recognise that *Union* officials can enter a site at the express invitation of the *Company* for other purposes and that any such invitation may be withdrawn at any time at the discretion of the *Company*.

- iii. The *Company* will not refuse or unduly delay entry onto a site by *Union* officials who are entitled to enter the site in accordance with the *Fair Work Act* and the applicable safety legislation.

**(b) Notice of entry**

- i. When seeking to exercise right of entry pursuant to s.481 of the *Fair Work Act*, each *Union* official must provide a duly completed entry notice outlining the nature of the breach (including particulars as required by the *Fair Work Act*). This notice must be provided in accordance with the *Fair Work Act*.
- ii. When seeking to exercise statutory rights of entry for the purposes of discussions with *Employees* under s.484 of the *Fair Work Act*, each *Union* official must provide a duly completed entry notice in accordance with the requirements of the relevant legislation including providing 24 hours' written notice before the entry.
- iii. When seeking to exercise entry for workplace health and safety purposes under s.494 of the *Fair Work Act*, and the relevant provisions of applicable safety legislation, the *Parties* will comply with relevant statutory requirements, including those relating to entry notices.

**(c) Permits**

- i. Each *Union* official exercising statutory entry rights in relation to the *Company* must provide the following to the *Company* upon request on each occasion they visit site:
  - their Federal right of entry permit; and
  - if they are exercising a right under the applicable safety legislation, their permit under the applicable safety legislation additional to their Federal right of entry permit, and carry them with them at all times whilst on site.

**(d) Procedures when entering site**

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

- (e)** The *Parties* recognise the importance and powers of Health and Safety

representatives who are elected under applicable the applicable safety legislation, in playing a valuable role in preventing and identifying unsafe conditions and practices, and helping prioritise the rectification of unsafe areas, in respect of the work group they represent.

## 10. AGREEMENT FLEXIBILITY

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### 10.2 Individual Flexibility Term

The *Company* and *Employee* covered by this *Agreement* may agree to make an individual flexibility arrangement to vary the effect of terms of the *Agreement* if;

- 1) the *Agreement* deals with one or more of the following matters:
  - Annual leave; or
  - Sick leave;
  - Around when work is performed; or
  - Overtime rates; and
  - Penalty Rates.
- 2) The arrangement meets the genuine need of the *Company* and *Employee* in relation to 1 or more of the matters mentioned in paragraph 1); and
- 3) The arrangement is genuinely agreed to by the *Company* and *Employee*.
- 4) The *Company* must ensure that the individual flexibility arrangement:
  - Is about matters that would be permitted matters if the arrangement were included in an enterprise agreement; and
  - Does not include a term that would be an unlawful term if the arrangement were included in an enterprise agreement; and
  - Results in the *Employee* being better off overall than the *Employee* would have been if no individual flexibility arrangement were agreed to; and
  - Is in writing; and
  - Includes the name of the *Company* and *Employee*; and
  - Is signed by the *Company* and *Employee* and if the *Employee* is under 18 years of age, signed by a parent or guardian of the *Employee*; and
  - Includes details of:
    - The terms of this *Agreement* that will be varied by the arrangement; and
    - How the arrangement will vary the effect of the terms; and
    - States the day on which the arrangement commences.

The *Company* must give the *Employee* a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The *Company* or *Employee* may terminate the individual flexibility arrangement:

- By giving of not more than 28 days' written notice to the other party to the arrangement; or
- If the *Company* and *Employee* agree in writing at any time.



## **11. EXECUTION OF AGREEMENT**

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**Signed on behalf of Vamp Cranes (SA) Pty Ltd (ABN:79 678 568 888):-**



**Name:** Ross Cucuzza

**Position Held:** General Manager

**Address:** 35 York Street, Wingfield SA 5013

**Date:** 03/07/2024

**Signed on behalf of the CFMEU as the bargaining representative for the Employee's :-**



**Name:** Marcus Pare

**Position Held:** Assistant State Secretary

**Address:** Level 1, 32 South Terrace, Adelaide SA 5000

**Date:** 03/07/2024



## Appendix 1 : WAGE RATES

### 1 CLASSIFICATIONS

<b>Classification</b>	<b>Definition</b>
New Entrant	General Labourer (First 12 weeks)
Level 1	General Labourer / Yard Person / HR Licence
Level 2	Basic Rigger, Crane Operator up to 60t Mobile Crane Dogman, HC Licence
Level 3	Crane Operator up to 100t Intermediate Rigger
Level 4	Slew Crane Operators up to 199T, Mobile Crane Driver 200T+, Open Licence
Level 5	Advanced Crane Operator with an Open Licence, ability to Operate all Cranes along with appropriate equipment. 10 years' experience with open licence

### 2 BASE WAGE RATES

<b>Classification</b>	<b>*On Commencement</b>	<b>*Effective July 1, 2024</b>
New Starter (12 weeks)	\$ 30.06	\$ 30.96
Level 1	\$ 40.35	\$ 41.56
Level 2	\$ 41.62	\$ 42.87
Level 3	\$ 43.11	\$ 44.40
Level 4	\$ 45.51	\$ 46.88
Level 5	\$ 47.13	\$ 48.54

\*Wages will be increased by 3% or Adelaide CPI per annum, whichever is greater for 2024.

### **3 OTHER ALLOWANCES AND PAYMENTS**

<b>Clause</b>	<b>Effective On Commencement</b>	<b>Effective 1 July 2024</b>
Incolink Redundancy	\$ 70 per week	\$ 70 per week
Travel allowance	\$ 34 per day	\$ 34 per day
Meal allowance	\$ 20 per day	\$ 20 per day
Mining Allowance	\$ 4.00 per hour	\$ 4.00 per hour
Superannuation	SGL +1%	SGL +1%
Income protection and Journey	85 % of gross earnings (Maximum benefit of \$1200 per week) (Benefit per Week) \$23 (Company Weekly Payment)	85 % of gross earnings (Maximum benefit of \$1200 per week) (Benefit per Week) \$23 (Company Weekly Payment)
*Site Allowance	per hour	<u>per hour</u>
Project value		
\$0 up to \$50 million	\$0.00	\$0.00
Over \$50m and up to \$100 million	\$4.00	\$4.00
Over \$100m and up to \$200 million	\$4.50	\$4.50
Over \$200m and up to \$300million	\$5.00	\$5.00
Over \$300m and up to \$400 million	\$5.50	\$5.50
Over \$400m and up to \$500 million	\$6.00	\$6.00
Over \$500 million	\$6.50	\$6.50

\*Site Allowance only applies to Building and Construction work, Site Allowance does not apply to civil work, maintenance, Mining Industry and residential. Work performed on projects with a value of \$50 million.

## Appendix 2: DEFINITIONS

**Agreement** means the Vamp Cranes (SA) Pty Ltd / CFMEU South Australia Greenfield Mobile Crane Enterprise Agreement 2023.

**Apprentice** means an apprentice engaged direct, or via a group apprenticeship scheme.

**Base Rate** means the ordinary hourly rate of pay as stated in Appendix 1 Wage Rates.

**Building and Construction** means **general building and construction** as defined in the Building and Construction General On-Site Award 2020

**Camp Accommodation** means where the Employer has provided/paid for suitable accommodation and food for the Employee.

**Casual Employee** means an *Employee* who is engaged by the *Company* and paid as such and whose period of employment is of a short term or intermittent nature.

**Civil Work** as defined in the Building and Construction General On-Site Award 2020

**Company** means Vamp Cranes (SA) Pty Ltd. In this *Agreement*, a reference to *Company* includes the plural and the plural includes the singular as the context requires.

**Consultative Committee** Means a cross section of company employees with representation from management, the work force and union representation.

**Depot Yard** means the Vamp Cranes (SA) Pty Ltd Depot Yard where the employee usually works.

**Distant Work** means when an *Employee* is employed on construction work at such a distance from the *Employee's* usual place of residence or any separately maintained residence that the *Employee* cannot reasonably return to that place each night.

**Employee(s)** means a person or persons who are directly employed by the *Company* in South Australia covered by the classifications set out this *Agreement*.

**Elected Employee Representative** means a representative chosen by the *Employee/s*.

**Employer** means the *Company*.

**Fair Work Act** means the *Fair Work Act 2009* (Cth).

**Fair Work Commission (FWC)** is the independent tribunal on national workplace relations.

**Inclement Weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high or cold temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for *Employees* to continue working in those conditions.

**Immediate family** means a member of the *Employee's* immediate family or household including, spouse, de facto, partner, child, parent, grandparent, grandchild or sibling of the *Employee* or child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the *Employee*.

**Mining Industry** as defined in the Mining Industry Award 2020

**NES** means National Employment Standards, the minimum standards of employment as prescribed by the *Fair Work Act*.

**Parent Award** means the *Mobile Crane Hiring Award 2020*.

**Parties** means the *Company*, the *Employee/s* and the *Union*.

**Project** means work undertaken by the *Company* covered by this *Agreement*.

**Union** or **CFMEU** means the Construction, Forestry &, Maritime Employees Union.

**WHS Act** means the *Work Health and Safety Act 2012* (SA) as amended from time to time.

### Appendix 3: RDO CALENDAR

This Appendix is subject to variation by the *agreement* of the *Company* and affected *Employees* in accordance with 4.2(b) RDO Calendar of the *Agreement*.

2023 Rostered Day Off Calendar		
Public Holiday 1	New Year's Day	Monday 2 <sup>nd</sup> January
RDO 1	RDO 36	Wednesday 25 <sup>th</sup> January
Public Holiday 2	Australia Day	Thursday 26 <sup>th</sup> January
RDO 2	Industry RDO	Friday 27 <sup>th</sup> January
RDO 3	Industry RDO	Monday 6 <sup>th</sup> February
RDO 4	RDO 36	Monday 20 <sup>th</sup> February
Public holiday 3	Adelaide Cup Day	Monday 13 <sup>th</sup> March
RDO 5	Industry RDO	Tuesday 14 <sup>th</sup> March
RDO 6	RDO 36hr	Wednesday 15 <sup>th</sup> March
Public Holiday 4	Good Friday	Friday 7 <sup>th</sup> April
Public Holiday 5	Easter Saturday	Saturday 8 <sup>th</sup> April
Public Holiday 6	Easter Monday	Monday 10 <sup>th</sup> April
RDO 7	Industry RDO	Tuesday 11 <sup>th</sup> April
RDO 8	Industry RDO	Wednesday 12 <sup>th</sup> April
RDO 9	RDO 36hr	Thursday 13 <sup>th</sup> April
RDO 10	RDO 36hr	Friday 14 <sup>th</sup> April
RDO 11	Industry RDO	Monday 24 <sup>th</sup> April
Public Holiday 7	Anzac Day	Tuesday 25 <sup>th</sup> April
RDO 12	Industry RDO	Monday 15 <sup>th</sup> May
RDO 13	RDO 36hr	Monday 29 <sup>th</sup> May
Public Holiday 8	Queen's Birthday	Monday 12 <sup>th</sup> June
RDO 14	Industry RDO	Tuesday 13 <sup>th</sup> June
RDO 15	RDO 36hr	Wednesday 14 <sup>th</sup> June
RDO 16	Industry RDO	Monday 3 <sup>rd</sup> July
RDO 17	RDO 36hr	Monday 17 <sup>th</sup> July
RDO 18	Industry RDO	Monday 7 <sup>th</sup> August
RDO 19	RDO 36hr	Monday 21 <sup>st</sup> August
RDO 20	Industry RDO	Monday 4 <sup>th</sup> September
RDO 21	RDO 36hr	Monday 18 <sup>th</sup> September
Public Holiday 9	Labour Day	Monday 2 <sup>nd</sup> October
RDO 22	Industry RDO	Tuesday 3 <sup>rd</sup> October
RDO 23	RDO 36hr	Wednesday 4 <sup>th</sup> October
RDO 24	RDO 36hr	Monday 23 <sup>rd</sup> October
RDO 25	Industry RDO	Monday 6 <sup>th</sup> November
RDO 26	RDO 36hr	Monday 20 <sup>th</sup> November
Picnic Day	Picnic Day	Monday 4 <sup>th</sup> December
Public Holiday 10	Christmas Day	Monday 25 <sup>th</sup> December
Public Holiday 11	Proclamation/Boxing Day	Tuesday 26 <sup>th</sup> December

Christmas Closedown from Saturday 16<sup>th</sup> December 2023 to Sunday 8<sup>th</sup> January 2024 Inclusive  
(Last Working Day Friday 15<sup>th</sup> December 2023 – resume work Tuesday 9<sup>th</sup> January 2024)

## 2024 Rostered Day Off Calendar

Public Holiday 1	New Year's Day	Monday 1 <sup>st</sup> January
RDO 1	Industry RDO	Wednesday 24 <sup>th</sup> January
RDO 2	RDO 36hr	Thursday 25 <sup>th</sup> January
Public Holiday 2	Australia Day	Friday 26 <sup>th</sup> January
RDO 3	RDO 36hr	Monday 5 <sup>th</sup> February
RDO 4	Industry RDO	Monday 19 <sup>th</sup> February
Public holiday 3	Adelaide Cup Day	Monday 11 <sup>th</sup> March
RDO 5	Industry RDO	Tuesday 12 <sup>th</sup> March
RDO 6	RDO 36hr	Thursday 28 <sup>th</sup> March
Public Holiday 4	Good Friday	Friday 29 <sup>th</sup> March
Public Holiday 5	Easter Saturday	Saturday 30 <sup>th</sup> March
Public Holiday 6	Easter Monday	Monday 1 <sup>st</sup> April
RDO 7	Industry RDO	Tuesday 2 <sup>nd</sup> April
RDO 8	Industry RDO	Wednesday 3 <sup>rd</sup> April
RDO 9	RDO 36hr	Thursday 4 <sup>th</sup> April
RDO 10	RDO 36hr	Friday 5 <sup>th</sup> April
Public Holiday 7	Anzac Day	Thursday 25 <sup>th</sup> April
RDO 11	Industry RDO	Friday 26 <sup>th</sup> April
RDO 12	Industry RDO	Monday 13 <sup>th</sup> May
RDO 13	RDO 36hr	Monday 27 <sup>th</sup> May
Public Holiday 8	King's Birthday	Monday 10 <sup>th</sup> June
RDO 14	Industry RDO	Tuesday 11 <sup>th</sup> June
RDO 15	RDO 36hr	Wednesday 12 <sup>th</sup> June
RDO 16	RDO 36hr	Monday 24 <sup>th</sup> June
RDO 17	Industry RDO	Monday 8 <sup>th</sup> July
RDO 18	RDO 36hr	Monday 22 <sup>nd</sup> July
RDO 19	Industry RDO	Monday 5 <sup>th</sup> August
RDO 20	RDO 36hr	Monday 19 <sup>th</sup> August
RDO 21	Industry RDO	Monday 9 <sup>th</sup> September
RDO 22	RDO 36hr	Monday 23 <sup>rd</sup> September
Public Holiday 9	Labour Day	Monday 7 <sup>th</sup> October
RDO 23	Industry RDO	Tuesday 8 <sup>th</sup> October
RDO 24	RDO 36hr	Monday 21 <sup>st</sup> October
RDO 25	Industry RDO	Monday 4 <sup>th</sup> November
RDO 26	RDO 36hr	Monday 18 <sup>th</sup> November
Picnic Day	Picnic Day	Monday 9 <sup>th</sup> December
Public Holiday 10	Christmas Day	Wednesday 25 <sup>th</sup> December
Public Holiday 11	Proclamation/Boxing Day	Thursday 26 <sup>th</sup> December

Christmas Closedown from Saturday 21st December 2024 to Tuesday 12th January 2025 Inclusive (*Last Working Day Friday 20<sup>th</sup> December 2024 – resume work Wednesday 13<sup>th</sup> January 2025*)

Appendix 4: WEATHER DISTRICT MAP





