

**INSTRUMENT INSTALLATION SERVICES  
PATRICIA BALEEN UPGRADE PROJECT  
AGREEMENT 2008**

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## **1. Title**

This agreement shall be known as the:

Instrument Installation Services Patricia Baleen Upgrade Project Agreement 2008.

## **2. Parties Bound**

This Agreement is made pursuant to the Workplace Relations Act 1996 between the following parties:

- (i) Ashvale Pty Ltd, trading as Instrument Installation Services, whilst engaged on construction works for the Patricia Baleen Gas Plant facility located at Ewings Marsh Road, Newmerella, Victoria.
- (ii) All employees of Ashvale Pty Ltd engaged on construction works at the Patricia Baleen Gas Plant facility whilst working in any of the classifications contained in this Agreement.

## **3. Application & Incidence of Agreement**

- (i) The Agreement shall define the rates of pay and conditions of employment for the civil, building, structural, process installation, mechanical and piping, plumbing, electrical and instrumentation and associated works performed by employees of Ashvale Pty Ltd and set minimum standards to apply to work carried out by individual single subcontractors. Its terms and conditions will be a condition of contract with contractors engaged to perform work on the facility.
- (ii) This Agreement shall cease to have effect to those projects, areas, sections or components which have been handed over to the client for commissioning, or as being completed.
- (iii) Nothing in this Agreement shall be read as to include works on the existing facility, not directly associated with the upgrade project in the application and incidence of this Agreement.
- (iv) Nothing in this Agreement shall be read as to include works of a minor, maintenance, or renovation nature on the existing facility, into the application and incidence of this Agreement.
- (v) The terms and conditions defined in this Agreement are the site standards for all employment on the site. These terms and conditions shall not be used as the basis for any claim for an extension of the provisions of this Agreement.

- (vi) The terms and conditions of this Agreement shall not apply to those contractors employed on site for “short term tasks” such as servicing of plant and equipment, delivery of goods and equipment etc. nor to any employee of the client temporarily transferred from the existing production facility.

#### **4. Duration of Agreement**

This Agreement come into effect on the date of lodgment with the Workplace Authority and shall remain in force for a period of twelve calendar months thereafter.

#### **5. Application of Awards/Industrial Instrument etc.**

Subject to the provisions of the Workplace Relations Act this Agreement shall stand alone and will exclusively provide the terms and conditions of employment for employees engaged on the site to the absolute exclusion of any Award, agreement, industrial instrument or any other such agreement (however so named) that may otherwise have applied.

#### **6. Contract of Employment**

- (i) It is a term and condition of employment that employees shall:
  - (a) be available, ready and willing to perform such work; including shift work, as the employer shall reasonably require on the days and during the hours usually worked by employees of this classification;
  - (b) carry out such duties as are within the limits of the employee’s skill, competency and training provided that such duties are not designed to promote de-skilling;
  - (c) work reasonable overtime at any time during the seven days of the week at the appropriate remuneration prescribed herein;
  - (d) carry out work for the safety of personnel and plant;
  - (e) keep the workplace and equipment in a clean and safe condition;
  - (f) have his/her wages paid by Electronic Funds Transfer. (This paragraph shall not apply to employees already being paid by EFT arrangements);

- (g) understand that termination will be based on job requirements, having regard to classification and skills and that the principle of “last on – first off” will not apply;
  - (h) comply with the Dispute Settlement, Safety and Emergency Procedures of this Agreement;
  - (i) accept the manning levels determined by the employer;
  - (j) use all appropriate protective clothing and equipment provided by the employer for specific circumstances;
- (ii) Specified Time or Task Employment
- (a) Employees engaged for a specific time or a specific task, may terminate, or be terminated, earlier than that specific time, or before the completion of the specific task, by giving one day’s notice or forfeiture of payment of 1 day’s pay, in lieu thereof. This shall not affect the company’s right to summarily dismiss a person for misconduct.
  - (b) In any case all such employees will be engaged for a probationary period of three (3) months.
- (iii) Probationary Employment
- (a) All new employees (other than casual, or one who is engaged for a specific period or task) shall be initially engaged by the Company on a probationary basis for a period of not less than three months (13 weeks). This probationary period shall permit the employee to be inducted, undergo initial Company training and for the Company to assess on a regular basis the employee's performance. The employee shall be advised of the results of those assessments.
  - (b) During this probationary period, and subject to sub clause (ii)(a) and (b) above, either party may terminate employment by giving one week's notice.
  - (c) During the period of probationary employment the employee's service will count for the purposes of accruing entitlements and benefits which apply under this Agreement.

(iv) Casual Employment

- (a) A casual Employee is one expressly engaged and paid accordingly. The Company confirms its commitment to permanent employment but also recognises that there will be a requirement to employ casual labour in order to meet the operational requirements of the Company, its client and any contracts to which the Company is or becomes a party.
- (b) It is agreed that the use of casuals is a fundamental requirement of this enterprise for the purposes of maintaining service, program requirements and efficiency of work, and as such, no restriction or impediment will be placed upon Casuals being employed.
- (c) Casual employees shall be engaged for a minimum of one day with any further employment being on a daily basis. Termination may be effected by the giving of one day's notice.
- (d) A casual Employee shall not be entitled to, inter alia, any leave or notice benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay prescribed by this Agreement. The loading constitutes part of the casual Employee's all purpose rate.
- (e) Casual employees will be paid for ordinary working time of 1/36th of the weekly rate prescribed by the relevant classification in this agreement.
- (f) Casual employees who are made permanent will have their period of casual employment counted for the purposes of accruing entitlements except annual leave and sick leave.

(v) Period Employment (Specific Task or Project)

- (a) The Company may employ people under a contract of employment which make provision for any of the following:
  - fixed period employment; or
  - specific task or project.
- (b) Such engagement shall be made known to the prospective employee at the time of the offer of employment is made by the Company.

- (vi) Termination or Pay in Lieu thereof – Weekly Employees
  - (a) All weekly hire employees shall be entitled to the provisions of notice contained in the Workplace Relations Act 1996.
  - (b) To avoid doubt the termination payment contained therein shall not attract any payment of flat rate allowances, superannuation, overtime, living away from home allowance, or the like.
  - (c) The relevant payment will be based on the ordinary hours paid. (To avoid doubt this means 36 hours at ordinary time rates of pay).
- (vii) Any employee absent from work for a period of three or more consecutive days without the employer's approval shall be deemed to have abandoned their employment.
- (viii) Any employee not attending for duty as required in accordance with the provisions of this agreement or failing to work as directed shall be subject to loss of pay for the actual time of non attendance or non performance and shall be liable to disciplinary action up to and including dismissal.

## **7. Medical Examination**

- (i) The Company may require a pre-employment medical examination including a drug and alcohol screening by a Company nominated practitioner. The examination shall be undertaken in the applicant's time and the Medical Practitioners fee paid or reimbursed by the Company if the employee is deemed fit for work.
- (ii) Prospective employees must pass the Medical Examination prior to being eligible for employment. Upon request results of the medical examination will be made available to the prospective employee. If the Company elects not to have a medical examination conducted prior to commencing employment for employees engaged outside of the company local area the prospective employee will be required to state that they are unaware of any medical condition that may affect their work performance.

## 8. Wage Structure

- (i) The Wage rates contained herein are inclusive of all allowances and disability payments unless otherwise specifically allowed for in this Agreement.
- (ii) Wage Rate Schedule

| <b>Wage Group</b> | <b>Indicative Functions</b>  | <b>01/05/2008</b> | <b>Hourly Rate</b> | <b>01/05/2009</b> | <b>Hourly Rate</b> |
|-------------------|--|-------------------|--------------------|-------------------|--------------------|
| A<br>92.4%        | General construction labouring and cleaning duties.<br>Assisting other employees<br>Concrete cutting and drilling.<br>Formwork Stripping Trades<br>Assistant/Labourer.   | \$1,145.88        | 31.83              | \$1,203.12        | 33.42              |
| B<br>97.5%        | Rigging and Scaffolding (Certified)<br>Operating mobile cranes of less than 20 tonne.<br>Steel fixer/concrete finisher.<br>Plant operators group 2 as per the relevant award.  | \$1,208.88        | 33.58              | \$1,270.80        | 35.30              |
| C<br>100%         | Bass Trades Person<br>Carpentry and joinery,<br>Boilermaking/Welding<br>Mechanical Fitting, Electrical<br>Mechanic/Fitters,Electrician,<br>Plumbing.<br>Operation of a mobile crane of greater than 20t but no greater than 40t.<br>Operation of plant equipment listed as Grade 3 in the relevant awards. | \$1,240.20        | 34.45              | \$1,302.12        | 36.17              |
| D<br>105%         | Above Base Tradesperson (as defined) and required to work as such.<br>Crane operator greater than 40t but no greater than 160t.<br>Operation of plant/equipment listed as Grade 4 in the relevant awards.  | \$1,302.12        | 36.17              | \$1,364.04        | 37.89              |
| E<br>110%         | Above Base Tradesperson (as defined) and required to work as such. Pressure Welders.   | \$1,364.04        | 37.89              | \$1,425.96        | 39.61              |
| F<br>115%         | Special class Tradesperson and required to operate as such.<br>Crane operator greater than 160t  | \$1,425.96        | 39.61              | \$1,497.60        | 41.60              |

Note: the following flat rate leading hand allowance will be paid per hour worked as follows:

|                  |                 |
|------------------|-----------------|
| 1 – 14 employees | \$2.00 per hour |
| 15+ employees    | \$3.00 per hour |

#### **9. Site Allowance**

- (i) A flat rate site allowance of \$3.50 per hour shall be paid to all employees for each hour actually worked on site shall be in lieu of all other allowances (except those specifically addressed in this Agreement) and any other disabilities associated with the project.
- (ii) That site allowance shall increase to \$3.70 per hour at a date twelve months from the certification date of the Agreement or 1<sup>st</sup> May 2009 whichever comes first.
- (iii) The site allowance shall remain at this amount for the duration of the project.

#### **10. Fares and Travel**

- (i) A Fares and Travel Allowance of \$25.00 shall be paid to each employee for each actual day worked.
- (ii) The payment provided for in sub-clause (i) shall not apply to any day that the employee does not attend for work for any reason, nor for any day that the employee does not complete the full ordinary hours scheduled for that day without reasonable cause.

#### **11. Meal Allowance**

Shall be paid:

- (i) Where an employee is required to work overtime for a period of more than two hours after the completion of the normal ordinary hours on any day; and
- (ii) the employee has not had advanced notice of the requirement to work overtime, or the overtime is not customary and expected.
- (iii) Meal Allowance shall not be payable to any employee in receipt of Living Away from Home Allowance.

- (iv) The meal allowance, where applicable, shall be paid at the rate of \$10.80 per day.

## **12. Payment of Wages**

- (i) Wages shall be paid weekly calculated according to the actual ordinary hours worked each week and the amount of overtime actually worked for the week plus any allowances applicable
- (ii) By agreement between the Company and the Employees in the relevant enterprise, wages may be paid fortnightly, four weekly or monthly.
- (iii) Wages shall be paid by electronic funds transfer into the Employee's bank (or other recognised financial institution) account.
- (iv) On termination of employment, wages due to an Employee shall be paid within 2 business days (excluding weekends) of termination.

## **13. Redundancy**

- (i) An employee engaged under this Agreement shall be registered with the Incolink fund and shall be entitled to have contributions made by their employer on their behalf.
- (ii) The entitlement shall be as set by the fund and as adjusted by the fund from time to time.
- (iii) The provisions of this clause shall be inclusive of, and not additional to all accruals and/or severance payments (Award of otherwise) for each employee for the period(s) an employee is employed under this Agreement.
- (iv) Provided however that this clause shall not apply to the following employees:
  - (a) employees of a short term nature
  - (b) employees working on site servicing equipment, delivering materials etc.
  - (c) employees who may be transferred to temporarily work on site who have existing redundancy arrangements which will continue to apply.

**14. Long Service Leave**

- (i) Each eligible contractor and subcontractor on site shall be registered with the construction Industry Long Service Leave Board and shall pay appropriate contributions for each employee as set by that Board.
- (ii) This provision shall not apply to direct employees of the client who may be required to work on-site on a temporary basis.

**15. Superannuation**

Subject to Clause 3 herein all employees engaged under this Agreement shall be entitled to have contributions made to the appropriate superannuation fund applicable to on-site construction work in accordance with the Superannuation Guarantee Act.

**16. Hours of Work**

- (i) Subject to Clause 6, ordinary hours of work shall be on the basis of 8 hours per day or shift, Monday to Friday, and an average of 36 hours per week.
- (ii) Of those 8 ordinary hours per day, 5 days per week 48 minutes each day will accrue for the purposes of the Rostered Day Off provisions of Clause 19 (a) herein.
- (iii) Ordinary hours of work shall be worked continuously (except for rest and meal breaks) between 6.00am and 6.00pm Monday to Friday. The actual start and finish times, meal breaks, etc. shall be set by the employer having regard to the particular requirements and circumstances prevailing on site.
- (iv) The ordinary hours, once set, may be varied by the employer by the giving of seven days notice, or less by mutual consent between the employer and the employees.
- (v) The spread of hours (i.e. 6.00am to 6.00pm) may be varied by agreement between the employer and employees to reflect specific requirements of the project or to take into account prevailing climatic conditions.
- (vi) Should the spread of hours be varied in accordance with sub clause (v) above then the ordinary hours of work each day shall also be adjusted to reflect those specific circumstances and shall not attract any overtime penalties purely as a result of this change.

- (vii) At commencement on the project the company will promulgate the site timings for meal breaks and smoko in accordance with the current site practices, or as directed by the Project Manager.

## **17. Overtime Hours**

- (i) Subject to sub-clause 6 of this agreement when overtime in addition to the prescribed hours is worked, it will as far as possible be offered within each classification on a fair and equitable basis over the duration of the project.
- (ii) When offering overtime the employer will take into consideration the particular skills required to do the work and the practice of “one in all in” shall not apply.
- (iii) When overtime is worked, employees shall be paid the appropriate overtime penalty, as listed below:
 

|                  |   |                                     |
|------------------|---|-------------------------------------|
| Monday to Friday | - | first 2 hours at time and one half  |
|                  | - | all subsequent hours at double time |
| Saturday         | - | First 2 hours at time and on half   |
|                  | - | all subsequent hours at double time |
| Sunday           | - | All at double time                  |
- (iv) Subject to sub clause 6(iii) of this agreement overtime is not compulsory or guaranteed but shall be offered by the company on an as required basis.

## **18. Commencement and Finish**

Employees will present themselves for the day’s work and be available to commence that work at the nominated commencement time and shall finish work on site at the specified finish time (or in the case of overtime the daily management nominated finish time) provided that sufficient time shall be allowed for employees to clean up and move from the workplace to the designated finishing point.

## **19. (a) Rostered Days Off**

- (i) A schedule of RDO’s shall be distributed at the commencement of the project and each subsequent calendar year.
- (ii) The parties agree that RDO’s can be rescheduled and/or banked to accommodate the operational requirements of the project.
- (iii) Any rescheduling and/or banking or RDO’s shall be at the discretion of the employer.

- (iv) The parties agree that all employees on site shall have the 36 hour week implemented in accordance with the “9 day fortnightly working cycle” principle.
- (v) There shall be no “lock down weekends”.

**(b) Site Consistency**

Subject to clause 19(a) (i) to (iii) RDO’s will be taken, as far as practicable, in accordance with the scheduled calendar and each contractor/subcontractor shall arrange his labour requirements accordingly.

**20. Flexibility in Meal & Rest Breaks**

- (i) The time of taking scheduled meal or rest breaks by one or more employees may be altered on a day by day basis to meet construction requirements after consultation with the employees concerned.
- (ii) Additionally, by agreement between the employer and relevant employee meal breaks may be staggered for all employees on- site to reflect construction requirements.
- (iii) To reflect changes to start/finish times in accordance with (i) & (ii) above meal times will be adjusted accordingly by moving the respective times in the same manner as the start/finish times.

**21. Additional Allowances**

In addition to the site allowance the following allowances shall be paid, unless otherwise specified, when and if they apply to an individual employee.

- (i) Leading Hand Allowance – as applicable
- (ii) Tool Allowance of \$25 for each indentured tradesperson required by the employer to provide the relevant tool kit of hand tools necessary for the employee to carry out his duties.
- (iii) First Aid Allowance – when required by the employer to act on the qualification for each full day worked on site as required by the employer.
- (iv) Living Away from Home Allowance - (\$80 per day).
- (v) Meal Allowance - \$10.80

- (vi) Shift Allowance – a loading equal to 30% for afternoon shift and 50% for nightshift of the ordinary hourly rate of pay of the employee concerned and paid for each actual hour worked.

Provided that in the case of Living Away from Home Allowance this may be substituted by the employer electing to, and providing, accommodation of local motel standard including 3 meals per day.

Furthermore the daily living away from home allowance is only payable to an employee when that employee is required by the employer to live away from his usual place of residence, is maintaining that usual place of residence, and it is impossible or impractical to travel to and from the usual place of residency on a daily basis and the employee has worked as required by the employer for the day/s the allowance is claimed (the onus of proof of separate usual residency is on the employee. Once engaged on or transferred to the project any subsequent change of address that would entitle a person to living away from home allowance will have no such effect).

## **22. Safety**

- (i) It is a term and condition of employment that all employees on site shall observe site safety regulations specified from time to time.
- (ii) All employees shall comply with the employers direction to carry out any work required for the safety of personnel and plant.
- (iii) As a minimum, safety regulations shall be those contained in the Victorian Occupational Health & Safety Act.
- (iv) The employer and the employees are to be subject to and will abide by any safety and or security requirements imposed by the client.

## **23. Safety Procedures**

It is the responsibility of all employees to immediately rectify, within their level of competence/skill, or otherwise have rectified, workplace safety problems and to notify their supervisor of that problem.

Either the employer or the employees or their representative may refer to the Victorian Workcover Authority for assistance in resolving a safety matter.

Whilst no employee shall be required to work in unsafe area or conditions, apart from that required for the rectification of the problem, the following principles shall apply should a genuine safety issue arise.

- (i) All safety issues will be confined to that area directly affected and shall not be raised as a “total site” issue.

- (ii) Should the issue be agreed as one of serious concern, persons directly affected by the safety issue shall be removed from the affected work area?
- (iii) These employees shall be transferred to other work areas which are unaffected by the safety issue/s.
- (iv) The relocation of employees to alternate work areas shall be carried out after consultation with the appropriate employee representative.
- (v) All other employees shall continue to work as normal.
- (vi) Matters of safety shall not be used to further site industrial issues and shall be treated as a separate issue.
- (vii) These principles shall apply at all times whilst the safety matter is investigated and remedied in accordance with the appropriate legislation.

#### **24. Skills Utilization**

- (i) The parties to this Agreement are committed to ensuring that all employees will carry out duties as directed by their employer within the limits of the employee's skill competence and training, consistent with the classification structure of the appropriate award provided that such duties are not designed to promote de-skilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required consistent with their classification provided that the employee is competent in the use of such tools and equipment.
- (iii) Any direction issued by an employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment.
- (iv) Employees will perform work without the imposition of artificial restriction or limitation.
- (v) To avoid doubt sub clauses (i) to (iv) above are to be read so that there is no impediment to an employee working across classifications when and if required subject to the conditions contained in sub clauses (i) and (ii).

**25. Inclement Weather**

The parties agree that the following procedures shall apply in respect to inclement weather:

- (i) Should a portion of the facility be affected by inclement weather, all employees in other areas not so affected shall continue working, regardless of the fact that some employee may cease work due to such weather.
- (ii) The parties agree that transfers will be accepted between areas or sites not affected by inclement weather, if in the opinion of management useful work is available in that area or site and such work is within the scope of the employee's skill, competence and training.
- (iii) Inclement weather shall be determined strictly in accordance with the definition contained in sub clause (v) hereof and it is agreed that appropriate consultative measures are to be adhered to in determining the existence of that inclement weather (as defined).
- (iv) In the agreed circumstances of inclement weather existing where it is unsafe or unreasonable for an employee to work therein, subject to (i) and (ii) above, the employees shall be entitled to remain in their respective crib huts until such time as the inclement weather (as defined) abates to a reasonable/safe condition, without loss of pay.
- (v) Inclement weather shall be defined as "the existence of rain or abnormal conditions (where they are 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".

**26. Avoidance of Disputes**

The parties to this Agreement agree that this clause is critical to meeting the objectives of completion on time and on budget. Therefore disputes or claims arising between contractors and sub-contractors and their employees or representatives with respect to any matters affecting work at the facility shall be handled in accordance with the following procedure without recourse to industrial action, bans or work limitations:

- (i) Any grievance or claim, wherever possible will be settled by discussion on the job between the employee concerned and his/her supervisor. Alternatively, the employee may elect for personal reasons, to have his/her representative take up the problem on his/her behalf.

- (ii) If the matter cannot be resolved at this stage, the following procedure shall be applied:
- (a) The employee shall raise the issue with his/her representative who shall immediately consult with the employee's supervisor. If the issue cannot be resolved whether immediately or on the same day by the Supervisor, then the employee's representative shall advise Company Senior Management and the Supervisor shall advise the Site Manager for the respective contract involved.
  - (b) The Site Manager will consult with the Company and if the matter cannot be resolved immediately or on the same day the matter will be referred to the clients/contractors appointed industrial representative and the relevant employee representative.
  - (c) Should the matter not be resolved by the Site Manager, Company Manager and the employees representative, or their nominees, where appropriate, the matter may be referred to the Australian Industrial Relations Commission for assistance..
  - (d) Whilst the above procedures are being followed, every endeavor will be made for work to continue as it was prior to the issue occurring. No party shall be prejudiced as to the final settlement in the continuance of work in accordance with this clause.
  - (e) Should the employee representative request that the matter proceed to an industrial tribunal then the site management will make the appropriate application.

## 27. Christmas/New Year Closedown

- (i) The period of Christmas close down is:

|           | End of Business    | Commencement of Business |
|-----------|--------------------|--------------------------|
| 2008/2009 | - 22 December 2008 | to 5 January 2009        |
| 2009/2010 | - To be advised    |                          |

Employees who have not accrued the pro-rata equivalent annual leave prior to the commencement of the Christmas/New year period may be stood down by an employer to give that employee at least a minimum of the leave of absence specified above.

- (ii) By agreement between the employer and employee work may continue during this period.

## 28. Protective Clothing

- (i) Subject to sub-clauses (v) hereunder, on commencement of employment on the project, unless already provided by the employer each employee shall be issued with:
- Either two pairs of trousers and two shirts or two pairs of overalls
  - One pair of safety footwear
  - One jacket (for employees employed between 1 June and 30 September only)
  - One pair of safety glasses, either clear or tinted to Australian Standard ASA 1337, where applicable
  - One hard hat
  - A supply of suitable sunscreen shall be made available when and if necessary

All protective clothing shall be, where practicable, Australian made.

- (ii) Clothing issued by the employer will be laundered and/or repaired by the employees at their own expense.
- (iii) Clothing and footwear issued will be replaced on a fair wear and tear basis provided they are returned to the employer as evidence of such wear and tear.
- (iv) Employees who terminate from one employer and are engaged by another employer on site will not receive a new clothing issue (including safety boots) if the employee has been working on site in the previous six months, except where fair wear and tear can be proven.

- (v) Where the specific requirement for an individual is for unusual sizing or other such like requirement then that issue shall be provided no later than four weeks after commencing employment on the project.
- (vi) An employee, previously issued with Protective Clothing, less than the quantities provided for in this Agreement, shall be eligible for a further issue of Protective Clothing equal to the difference between the actual issue and the issue provided for in sub-clause (i) hereof.
- (vii) It is a condition of employment that employees shall wear the issued clothing and footwear on site (subject to sub clause (v) hereof.)
- (viii) For the purposes of this clause the employer shall mean the direct employer of the labour.
- (ix) Where an individual, who has been issued with required safety equipment is found not to be wearing same on the job or working in an unsafe manner then the following procedure designed to encourage improvement in safe working practices shall take place:
  - (a) Counselling in the first instance by the foreperson/supervisor with the appropriate safety representation being present;
  - (b) In the event of the employee still failing to wear the appropriate safety equipment or continuing to work in an unsafe manner a formal written warning will inform the employee of the Company's intention to terminate his/her services. The employees representative or the appropriate safety committee member and employer must be in attendance at the interview, details of which will be documented and distributed to all parties;
  - (c) Should the employee's behavior continue then, subject to careful investigation of all the facts, and after the employee has had the opportunity to offer an explanation, it will be open to the company to dismiss the employee or notify the employer to remove the employee for site, with or without notice;;
  - (d) Nothing in this clause shall inhibit the right of the employer to dismiss without notice for any serious breach of safe working practices.

**29. Induction/Pre-employment**

- (i) On engagement and prior to commencing work on site an employee shall attend an induction course relating to site procedures, practices and conditions.
- (ii) Each employee shall be required to acknowledge acceptance of the site conditions and regulations detailed in the induction process before actually commencing on site (this may be .
- (iii) Failure to accept these terms and conditions will be deemed to be a repudiation of the employment offer.
- (iv) Additionally a prospective employee shall be briefed by the employer as to the contents of the site terms and conditions and shown a copy thereof, and be required to acknowledge acceptance thereof before the employment contract is binding.
- (v) Failure to accept these terms and conditions will be deemed to be a refusal of any actual or perceived employment offer and in the case of an existing employee shall be deemed to be a refusal of any offer to transfer to the site.

**30. Supervisory Personnel**

It shall not be a breach of this Agreement for a Supervisor to be required to undertake work for the purpose of genuine demonstration, minor assistance, or where there is an immediate or potential danger to persons or materials or the like.

Further it shall not be a breach of this agreement, nor shall any restriction of any sort be applied to a supervisor carrying out work for which he/she is trained, qualified and is capable of doing.

**31. Employees Representative**

- (i) The employee appointed employee representative shall notify their employer and Site Manager, and thereafter shall be recognised as the accredited representative of all site employees and shall be allowed the necessary time during working hours to interview the employer and the employer's representatives on matters affecting employees whom he/she represent.
- (ii) The employee representative shall be allowed reasonable time to attend to matters affecting employees whom he/she represents. Prior to leaving the workface, approval will be obtained from his/her supervisor. The approval will not be unreasonably withheld.

- (iii) Where it has been agreed with the employers' representative that a matter affects all contractor employees on site, approval will be given to the representative to investigate as necessary prior to discussions proceeding in accordance with the Settlement of Disputes Procedure.
- (iv) Further, it shall be a responsibility of the employee representative and the companies to ensure that work continues normally in circumstances where grievances or issues are being resolved and to ensure that the matter is progressed through the disputes procedures.
- (v) An employee representative shall only be entitled to time to attend to those matters on site and shall not be entitled to absent him/herself from site to attend to any matters without the express approval of the employer.

**32. No Extra Claims**

- (i) In consideration of the benefits conferred under this Agreement, the employees undertake that no further claims including Award, over Award or any other such claims, will be made upon the employer in respect of any work undertaken by them within the areas defined by the Agreement during the period of operation of this Agreement up to and including the nominal expiry date.
- (ii) It is agreed by the parties to this agreement that its terms and conditions exhaustively cover the subject matter/s contained therein.
- (iii) It is further agreed that the parties to this agreement will not raise or make any further claims with respect to the Project for the duration of the Agreement.

**33. Signatories**

..... Date.....  
 Ashvale Pty Ltd

.....  
 (Witness)