

SOUTH AUSTRALIAN BUILDING INDUSTRY REDUNDANCY SCHEME AGREEMENT 1996

Contents

Building Industry Redundancy Agreement 1996		Page
1.	Preamble	2
2.	Parties Bound	3
3.	Area Of Operation	3
4.	Sub-Contractors	4
5.	Contributions & Service Entitlement	4
6.	Benefits	5
7.	Tax	7
8.	Grievance/Dispute Settling Procedures	7
9.	Review of Agreement	9
10.	Supersession of Previous Agreement	9
11.	Date of Commencement	9
	Schedule "A"	10
	Schedule "B"	11
	Signatories	12
 Construction Industry Agreements		
	1987 South Australian Building Industry Agreement	13
	Demarcation Disputes	16
	Drop Stripping of Formwork	17
	Heat Discomfort and Heat Stress	18
	Inclement Weather	20
	No Smoking Policy	24
	Overtime	26
	Safe Disposal of Used Syringes	27
	All-in Payments, Pyramid Sub-Contracting & Supplementary Labour Supply Contracting	28
	Industry Employees Picnic Day	30
	AB&CWF Trade-off Agreement	31
	Protective Clothing & Safety Footwear	33
	Protection From Ultra Violet Radiation	39

The following Agreement is made between the Master Builders Association of South Australia Inc. and the unions set out in clause 2 *Parties Bound* hereof, in full and final settlement of all matters relating to the Master Builders Association of South Australia Inc. assuming the role of the former body known as the Australian Federation Of Construction Contractors (SA Branch).

1. PREAMBLE

The original Agreement originated as part of the 1987 negotiations in respect of wages and conditions in the building industry under the two-tiered wage-fixing system enunciated by the Australian Industrial Relations Commission.

The benefits of the agreement are in full and final settlement of union claims for the flow-on of new community standards set by the Australian Industrial Relation Commission's Termination, Change And Redundancy case, and the decisions of Messrs Grimshaw and Palmer in respect to redundancy in the building and construction industry. The said benefits are paid in recognition of benefits available to other workers in some sector of the building and construction industry and to workers in other industries; in particular they are in recognition of benefits including:

- a weeks notice of termination of employment in lieu;
- extended periods of notice of termination of employment or payment in lieu for workers in defined circumstances;
- time off on pay to seek alternative employment;
- redundancy pay expressed in terms of weeks' pay for years of service with one employer or expressed in other terms.

These benefits are generally not available to workers covered by this agreement and the parties agree that they would not be appropriate to this industry.

The benefits of this agreement will be paid in lieu of, and not in addition to, any severance/redundancy pay benefits which may be inserted in future in any of the awards in Schedule "A".

Severance/redundancy benefits have now been inserted in many of the respective Awards, the parties agree that this Agreement should be the basis of an exemption application to be made to the appropriate Tribunal to seek an exemption from the operation of such clauses in respect of employees and employers who participate in this Agreement.

The industrial relations component of this Agreement is complementary to the 1987 National Building Agreement and the various agreements entered into in SA between the Master Builders Association of SA Inc. and participating unions.

The parties to this Agreement re-affirm the Industrial Agreements set out in Schedule "B".

The parties hereby agree as follows:

2. PARTIES BOUND

This agreement is binding on:

- Master Builders Association of South Australia Inc., and the
- Construction, Forestry, Mining and Energy Union (Building Division) (SA Branch)
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union Of Australia (Plumbing Division) (SA Branch)
- Australian Workers Union (Building, Construction and Joinery Branch, South Australia)
- Australian Building and Construction Workers Federation (SA Branch)

3. AREA OF OPERATION

- 3.1. This Agreement will apply throughout South Australia
- 3.2. It will apply on all building projects on which a participating employer is the head contractor. Engineering construction projects and the cottage/housing industry are not covered by this agreement.
- 3.3. On building projects on which a participating employer is engaged as the project or construction manager, he/she will recommend to the owner that the agreement be applied. The unions accept that the final decision is out of the hands of the project or construction manager. The unions' rights are reserved in this matter only of that building project.
- 3.4. The redundancy scheme will apply only to unions that are parties to the 1987 National Building Agreement or to a related State Agreement acceptable to the employer parties. It will only apply to workers engaged on work covered by the awards nominated in Schedule "A" hereto covering on-site construction work.
- 3.5. This redundancy scheme will not cover apprentices engaged by participating employers.

4. SUB-CONTRACTORS

- 4.1. Employers will take all reasonable steps on projects on which they are principal contractors to ensure that sub-contractors abide by the terms of the Agreement. The unions accept nevertheless that in some instances a participating employer will not be able to require a sub-contractor to pay

redundancy contributions. The unions' rights are reserved in the situation in respect only of that sub-contractor.

- 4.2. The situation will arise from time to time of a sub-contractor on a participating employer's project transferring a worker to or from another project where this agreement does not apply. The unions accept that the principal contractor has no control over a sub-contractor on another project and the unions agree that no claims will be made against a principal contractor in relation to a sub-contractor's work on another project.

5. CONTRIBUTIONS AND SERVICE ENTITLEMENT

- 5.1. Participating employers will pay contributions at the rate determined from time to time by the Board of Trustees per 'complete week of eligible service' as defined in this Agreement.
- 5.2. Contributions will be paid monthly by the employer to the SA BIR Scheme and will be administered according to the Deed of Trust and the operating rules of the SA BIR Scheme as set out in this Agreement.
- 5.3. Each employer will pay contributions monthly in arrears, the contribution period being either four or five weeks.
- 5.4. 'Complete week' in this Agreement means the designated week of seven calendar days that an employer utilises as being the employee's normal pay week.
- 5.5. 'Eligible service' in this agreement means employment, other than as an apprentice or casual employee, on site on a construction project to which this agreement applies.
- 5.6. The first period of employment ending on the last ordinary working day of the employers 'complete week' (as defined) shall be deemed a complete week even though the first period of employment may be less than a full week.

(ie. A worker commencing employment with an employer on a Monday and the pay week ends on a Tuesday shall be entitled to a complete week's contribution and service entitlement)

or

(ie. Where a pay week ends on a Tuesday and the employee commences work on Wednesday, Thursday, Friday, Monday or Tuesday of that pay week the employee shall be entitled to a complete week's contribution and service entitlement)

- 5.7. The last period of employment shall only be regarded as a 'complete week' if the last period of employment is a full week with employment ceasing on the last day of the designated pay week.

(i.e. where a pay week ends on a Tuesday and the employee ceases employment with the employer on Wednesday to Monday inclusive, the employee shall not be entitled to a complete week's contribution and service entitlement)

5.8.

- (a) A worker who is absent from site on authorised paid leave on any ordinary working day during the normal pay week shall be deemed to have completed a complete week of eligible service and contributions shall be made in respect of that week and service entitlements shall accrue in respect of that week.
- (b) A worker who is absent on unauthorised leave or authorised unpaid leave on any day during the designated pay week shall not be entitled to have any contributions made to the fund in respect to that particular week.

6. BENEFITS

6.1. Redundancy

- (a) An employee who is terminated by the employer due to redundancy (as defined below) will be paid a lump sum on termination equal to the greater of either:
- (i) The sum of the determined weekly contribution rates to the SA Building Industry Redundancy Scheme per complete week of eligible service with the employer.
- (ii) The amount prescribed in the appropriate Award Termination, Change and Redundancy provision, **BUT NOT BOTH.**
- (b) 'Redundancy' means a situation where an employee ceases to be employed by an employer, other than for reasons of misconduct or refusal of duty. 'Redundant' has a corresponding meaning.

Transmission of Business

Where a business is transmitted from one employer (the transmitter) to another (the transmittee) and the employee who at the time of the transmission was an employee of the transmitter is retained and becomes an employee of the transmittee. Such employee has continuity of employment as it is deemed not to be broken by the transmission. Service with the transmitter shall be deemed to be service with the transmittee and hence no situation of redundancy occurs. The employee

maintains their account with the Building Industry Redundancy Scheme and the new employer should maintain contributions to such account.

- (c) Termination by the employee by voluntary resignation during the first 12 months of employment, or by the employer for reasons of misconduct or refusal of duty are deemed **NOT** to be termination due to redundancy.
- (d) It is specifically agreed between unions and employers that there will be no pressure to contrive redundancy where situations of genuine redundancy do not exist.
- (e) The employer will deduct income tax from payouts at the rate prescribed by the Commissioner Of Taxation and will issue Group Certificates.
- (f) In the event that a dispute arises as to whether the termination of employment of a particular worker constitutes redundancy, the Trustees will determine the dispute paying due regard to the provisions of the relevant award.

6.2. Reimbursement of Employer

On receipt of written notification of redundancy payment being made by an employer, the BIR Scheme Administrator will reimburse the employer the total contributions made by the employer to the BIR Scheme on account of the terminated employee. Reimbursement will be made on a seven-day turnaround basis.

In certain circumstances of employer financial hardship the scheme may make payment direct to the employees.

The Board of Trustees by resolution and vote may apply a system of payment direct to employee, thus freeing the employer and the fund from the above reimbursement arrangements.

6.3. Termination of Employment for Reasons Other Than Redundancy

- (a) An employee whose employment terminates for reasons other than redundancy (as defined) will retain their accrued entitlements in the BIR Scheme until such time as they become payable to them in accordance with the rules of the scheme.
- (b) 'Reasons other than redundancy' means any reason that does not satisfy the definition of redundancy.

7. TAX

- 7.1. Workers will be responsible for paying whatever tax is due on benefits. The appropriate deductions will be made by the employer or the scheme administrator at the time benefits are paid, in strict accordance with rulings by the Australian Taxation Office.

8. GRIEVANCE/DISPUTE SETTLING PROCEDURES

8.1. Intent

The intention of the parties is that the grievance/dispute settling procedure is designed to place the maximum emphasis on the peaceful settlement of disputes.

It is the expectation of the parties that this procedure will substantially reduce the number of disputes in the industry. It is recognised however that the procedure does not contain a 'no strike' clause and that from time to time disputes will occur on individual sites. While the procedure does not seek to take away the fundamental rights of unionists in this regard, the parties believe the commitment of all concerned to comply with the provisions of this procedure will lead to minimal industrial disruption.

8.2. Grievance/Dispute Procedure

The parties undertake that when a matter is in dispute between a union or unions and an employer, or a matter arises which is likely to cause a dispute for any reason whatsoever the following procedures shall be followed:

- (a) "Homers" – in the case of an event occurring which would normally result in employees leaving a site as protest, the union(s) will recommend that all member continue to work until the parties have had an opportunity to reach a satisfactory solution to the matter.
- (b) Subject to section 8.2(c) herein, the unions accept that payment should not be claimed for time lost in industrial action when the union has instructed its members to remain on the job to fulfil clauses 8.3.1 and 8.3.2.
- (c) It is fundamental part of this procedure that in the event of any industrial issue arising on site a period of 48 hours (2 working days) will be allowed to elapse without any form of industrial action being taken to enable the matter to be properly investigated and resolved.
- (d) The period prescribed in (c) above will operate from the time at which the industrial matter concerned is raised by a fulltime convenor, organiser or secretary of the union involved with the Project Manager or the authorised agent of the relevant company's management.

- 8.2.1 Work shall continue without interruption whilst the union representative and/or official discusses the dispute with the employer concerned, and both parties shall attempt to reach agreement as quickly as possible. Where the employer is not the principal contractor, the parties to the dispute shall involve the principal contractor.
- 8.2.2 In these discussions, the union representative may seek the advice and assistance of an official of his/her union, and the employer may seek the advice and assistance of his/her employer association.
- 8.2.3 Should the discussions fail to settle the dispute, the union representative and/or official involved shall notify his/her State Secretary, and the employer shall notify the appropriate employer association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.
- 8.2.4 In the event the matter remains unresolved, either party may seek the assistance of an independent arbitrator who shall mediate between the disputing parties with the objective of reaching a mutually acceptable settlement.
- 8.2.5 Work should continue without interruption from industrial stoppages, bans and/or limitations. If such stoppages take place, the independent arbitrator shall take this into account in considering any dispute referred to him/her with particular reference to clause 8.2(b).
- 8.2.6 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the appropriate industrial tribunal

8.3. Fundamental Breach

- 8.3.1 Where an employer is alleged to be in fundamental breach of the terms and conditions of the Agreement, the employees affected by that alleged breach may decline to work as directed in the work area affected by the fundamental breach.

Where the independent arbitrator determines that the employer is in fundamental breach, payment may be awarded for some or all of the lost time involved.

For the purposes of this procedure, fundamental breach means a situation where an employer is in breach of his/her contract of employment and the actions of the employer were so extreme that refusal to work was the only reasonable course of action open to the employees.

- 8.3.2 This provision shall have no application to matters that could have been resolved without prejudice to the employees' rights if work had

continued normally. Nor shall this provision entitle employees to leave the site against the direction of the employer where they could have remained on site without prejudicing their right whilst the employer took steps to investigate and rectify the matter.

- 8.3.3 Nothing in this agreement shall limit in any way employees' rights under the common law contract of employment and the Occupational Health, Safety and Welfare Act 1986 to decline to work in unsafe conditions.

8.4. 1987 National Building Agreement

This procedure supersedes the dispute settling procedures set out in the 1987 National Building Agreement.

9. REVIEW OF AGREEMENT

- 9.1. The commitments in Clause 8 – Grievance/Disputes Settlement Procedure are fundamental to this agreement. The employers' rights are totally reserved should these commitments not be adhered to, either generally or on a particular project. These rights include but are not limited to suspending or cancelling, either in whole or in part, the redundancy pay scheme.
- 9.2. Employers will monitor the operation of this agreement during the life and if they are not satisfied with its effectiveness, they will review their preparedness to continue to be parties to this agreement.

10.SUPERSESION OF PREVIOUS AGREEMENT

This agreement supersedes the original agreement entered into between the Australian Federation of Construction Contractors (SA Branch) and the relevant unions and which came into effect on the first day of October 1987.

11.DATE OF COMMENCEMENT

This agreement shall commence on and from 1st October 1996.

SCHEDULE “A”

Federal Awards

National Building and Construction Industry Award 1990

Plumbing Trades (Southern States) Construction Agreement 1979

Sprinkler Pipe Fitters Award

State Awards

Building Trades (SA) Construction Award

Building and Construction Workers (State) Award

Plumber and Gasfitters (SA) Award

SCHEDULE “B”

INDUSTRY INDUSTRIAL AGREEMENTS

- 1987 South Australian Building Industry Agreement
- Memorandum of Agreement for the Drop Stripping of Formwork
- Heat Discomfort and Heat Stress
- Inclement Weather – Agreed Procedure
- No Smoking Policy
- Overtime (Industrial or Safety Issues)
- Procedure for Safe Disposal of Used Syringes
- All-In Payments, Pyramid Sub-contracting and Supplementary Labour Supply Contracting
- Industry Employees Picnic Day
- ABCWF-MBA Trade-Off Agreement (incorporating the Site Allowance Agreement)
- Construction Agreement Protective Clothing/Safety Footwear
- Policy for the Protection of Workers from the Ultraviolet Radiation in Sunlight

SIGNATORIES

Robert N Stewart

On behalf of the
Master Builders Association of South Australia Inc.

Martin J O'Malley

On behalf of the
Construction, Forestry, Mining and Energy Union (SA Branch)

Michael Hindle

On behalf of the
Australian Workers Union (Building, Construction & Joinery Branch)

David Smith

On behalf of the
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and
Allied Services Union of Australia (Plumbing Division) (SA Branch)

1987 SOUTH AUSTRALIAN BUILDING INDUSTRY AGREEMENT

The following agreement is for tradeoffs for the second tier 4% increase in relevant awards of the SA Industrial Commission. These tradeoffs have been negotiated in accordance with Principle 3 "Restructuring and Efficiency" in the State Wage Case handed down in March 1987 (Print No. I.24/87).

This agreement has been made between the:

*United Trades And Labor Council Of South Australia
Building Workers Industrial Union And Plasterers Federation Of Australia (SA Branch)
Operative Painters And Decorators Union (SA Branch)
Amalgamated Society Of Carpenters And Joiners (SA Branch)
Plumbers And Gasfitters Employees' Union (SA Branch)
Federated Engine Driver And Fireman's Association (SA Branch)*

and the

*Master Builders Association Of South Australia Inc.
Chamber Of Commerce And Industry (SA Branch)
South Australian Employers Federation
Master Plumbers Association (SA Branch)*

The following tradeoffs are identical to those presented to His Honour Justice Ludeke in the Australian Conciliation and Arbitration Commission in support of claims by national building industry unions and supported by national employer bodies. His Honour's decision was handed down in Sydney on 14th August 1987, and is contained in Print G.8850.

1 DEMARCATION DISPUTES

All demarcation disputes shall be resolved in accordance with the following procedure and without recourse to any form of industrial action:

- a) by private agreement between the unions directly involved
- b) by private arbitration
- c) by decisions of the SA Industrial Commission.

The procedures outlined in the 1987 National Building Agreement are accepted as being part of this clause.

2 DISPUTE SETTLING PROCEDURE

The parties have considered the question of dispute settling procedures with a view to improving their operation and minimising lost time. In particular they have clarified the concept of "fundamental breach of the contract of employment by an employer" which has caused considerable disputation in recent years.

The parties have agreed to have inserted in the relative awards, a definition of 'fundamental breach'.

It has further been agreed that a disputes committee / independent arbitrator will be appointed to facilitate dispute settling within the industry in South Australia.

The procedures outlined in the 1987 National Building Agreement are accepted as being part of this clause.

3 INDUSTRY RDO/CHRISTMAS NEW YEAR CLOSEDOWN

There is to be established a bipartite review committee to arrange dates for a RDO calendar for future years. This review committee will meet during September in each year to program the following year's RDO's and ensure they are taken with public holidays to the greatest extent practicable.

An employer may now agree with one or more of his employees to substitute another day for the industry RDO subject to the agreement being in writing and the employer notifying the relevant union.

This committee will also discuss arrangements for Christmas/New Year closedown dates.

It is further agreed that the Hours of Work Clause in the relative SA Industrial Commission Awards will be varied to facilitate this agreement.

4 INCLEMENT WEATHER

With reference to inclement weather, it was agreed that the one-out all-out practice will be discontinued and that the unions will not object to transfers taking place in accordance with the award provisions. It was further agreed that arbitrators would be appointed by the Industry Consultative Committee to be used in disputes relating to inclement weather with particular emphasis on decisions associated with hot weather.

5 WALKING TIME

It was agreed that employees are to restrict time lost on sites because of the following reasons:

- a) that starting time is to be the time that the employee presents himself at his work station and not just the common practice of being on site at ground floor amenities
- b) that subject to amenities being available and these amenities are able to cope with the work force numbers, employees will take smoko and meal breaks at the closest amenities to their work station.

- c) that employees who leave the site to obtain their lunch should only be away from their work place for the recognised meal break.
- d) that employees do not leave their work station prior to ceasing work for the day except for the time allowed for clean-up and security of tools.

It is further agreed that the above provisions should be discussed on each project prior to commencement and the individual arrangements to be agreed by the employer and relevant unions for that site.

6 BIPARTITE CONSULTATIVE COMMITTEE

It was further agreed that a bipartite consultative committee will be established whereby employers and employees representatives can meet on a regular basis to discuss the state of the industry and also to fulfil the requirements of the restructuring subcommittee as outlined in the 1987 National Building Agreement.

Copies of the relevant sections of the National Building Agreement are attached.

This agreement shall come into effect on the first day of September 1987, and shall remain in force thereafter for a period of two years.

DEMARCATIION DISPUTES

The following provisions are agreed as being the appropriate procedures to follow in cases of demarcation disputes and as a result supersede those provisions relating to demarcation disputes set out in the 1987 National Building Agreement and known as the Building Industry Demarcation Agreement.

Demarcation Disputes:

- (i) It is agreed that any demarcation disputes arising will be dealt with via the ACTU Demarcation Disputes Procedure.
- (ii) In all demarcation disputes the union shall;
 - (a) Maintain the genuine status quo that existed prior to the dispute arising
 - (b) Ensure that no stoppage of work or other forms of industrial action are taken pending proper negotiations between the unions concerned and final resolution of the dispute.
 - (c) Where agreement cannot be achieved directly between the unions concerned, the ACTU shall be notified of the dispute.
 - (d) The ACTU must participate in discussions or meetings convened to try to reconcile the disputant unions and, in the event that the unions are unable to reconcile their differences, the unions and the employer agree to accept the ruling of the ACTU in final settlement of the matters in dispute.

Signed by:

Robert N Stewart
On behalf of the
Master Builders Association of South Australia Inc.

Martin J O'Malley
On behalf of the
Construction, Forestry, Mining and Energy Union (SA Branch)

Dated the 22nd day of October 1996

MEMORANDUM OF AGREEMENT FOR THE DROP STRIPPING OF FORMWORK

29 AUGUST 1985

1 The drop stripping method of formwork removal is not permitted. Except as provided for in (iii) below.

2 **Definition**

Drop stripping is defined as removal of the support system of the decking and allowing the material to free fall to the surface on which the support system was originally based.

3 **Procedure**

If any situation arises that necessitates drop stripping or the free falling of materials, the following procedures are to be adhered to:

- i) Permission for drop stripping to be obtained from the Engineer by the Builder before authorisation to the formwork Contractor.
- ii) In the course of drop stripping, all safety precautions such as danger/no entry signs, roping off area etc., it shall be the responsibility of the Builder's on-site Safety Officer to direct the Subcontractor to ensure that all safety procedures are complied with.
- iii) The matter shall be discussed between representatives of the Builder, Subcontractor, Job Stewards, and the designated on-site Safety Officer. Should the discussion fail to achieve agreement or there is no Job Steward on the site concerned, the matter is to be further discussed between the parties referred to above and an Official/s nominated by the appropriate Unions.

4 **Stripping**

In the course of stripping of decking or other materials comprising formwork the Contractor shall take all reasonable precautions to prevent or avoid free fall of materials to the floor surface below.

Signed for an on behalf of A.B.C.E. & B.L.F.

Signed for and on behalf of A.S.C. & J.

Signed for and on behalf of B.W.I.U.

Signed for and on behalf of MBA of SA

HEAT DISCOMFORT AND HEAT STRESS

Sources of Heat Discomfort and Heat Stress

The incidence of Heat Discomfort experienced depends on a significant number of independent factors, the effect of any one of which is dependant on the levels of all the others.

They are generally:

- Environmental
- Humidity
 - Temperature
 - Air Movement
 - Radiant Temperatures
 - Clothing

Physical Activity (ie job task)

Physiological Factors (ie medication, illness)

Subjective Factors (ie preference)

Effects of Heat Discomfort and Heat Stress

Subject to acclimatisation variations, the following effects may be identified:

Dehydration, Prickly Heat, Excessive Sweating, Irritability, Error Functioning, Heat Collapse/Exhaustion, Heat Stroke.

Adverse effects are more likely in workers who are unfit, on medication or have an infirmity, overweight or unacclimatised.

Assessment of Heat Discomfort and Heat Stress

Research indicates there are several indices, ie

- Effective Temperature (E.T.)
- Corrected Effective Temperature (C.E.T.)
- New Ashrae-Ksu Effective Temperature (E.T.)
- Comfort Zones/Charts
- Wet Bulb Globe Temperature (W.B.G.T.)
- Adjusted Wet Bulb Globe Temperature (W.B.G.T.)
- Wet Globe Temperature (W.G.T.)
- Body Core Temperature
- Predicted 4 Hour Sweat Rate (P.4.S.R.)
- Belding Hatch Heat Stress Index (H.S.I.)

However, they all require complicated equipment and graphical interpretation. Accordingly due to the numerous factors involved the Parties consider the most effective procedure is a simple common-sense approach.

Approach to Reduce and Alleviate Heat Discomfort and Heat Stress

(a) Anticipation and Prevention of Adverse Responses by:

- (1) Identification of work areas with greatest exposure potential to hot conditions.
- (2) Provision of educational material and briefings on hazards of Heat Discomfort and Heat Stress shall be supplied to all employees during the induction process. Induction shall also cover the identification of heat intolerance, medical problems or infirmities and requirements for acclimatisation.
- (3) Supervisors and Management to be educated in matters relating to prevention, recognition and treatment of heat disorders.

(b) Reduction of the Heat Load by:

Managing the process of work, by early commencements, rescheduling of work, rotating of labour, etc.

Provision of ancillary personal protection to appropriate employees working in exposed conditions. These are sun creams, hat accessories and 'UVEX' safety sunglasses.

Provision of shade, ventilation and cooling fans where appropriate.

(c) Management of Personnel

Employees to be encouraged to:

- Replace and maintain adequate fluid level by provision of facilities and education as to their use.
- To wear the appropriate clothing provided.
- To co-operate in a common sense manner as to procedures which will give regard to keeping the site operative without generation of heat stress conditions, ie use of shade and cooler areas on site for respite breaks if appropriate.

AGREED PROCEDURE ON INCLEMENT WEATHER

(Extremes Of Heat)

1. Preamble

This procedure has been adopted to facilitate the application of Major Contractors (SA) Group Policies on 'Heat Stress and Discomfort' and 'U.V. Radiation' on building project sites and to allow a structured common-sense approach to inclement weather conditions to apply. The respective 'inclement weather conditions' of the Building Industry Awards have been referenced in regard to their specific standards and their spirit of intent.

2. Location

These procedures shall apply on Major Contractors (SA) designated commercial building sites in the Adelaide metropolitan area excluding Hills area as defined by attachment 1. Temperature reference information shall be sourced from the Bureau of Meteorology in Kent Town.

3. Approach

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. *Relocation and transferring of labour will be required and applied in a common-sense manner and in any case shall be completed prior to 35°C.* Consultation with site delegates shall occur in relation to the above.

Where site Union representatives or employees consider they are being affected by inclemency they shall bring the matter to the notice of on-site management. A conference between management and on-site employee representatives, and where appropriate, an inspection shall take place to consider the matter as soon as possible, but in any event within 30 minutes of a request for the same. Such conferences shall be mandatory in accordance with the Award provisions.

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.

4. Application

Subject to 3 above and upon being advised by the Bureau of Meteorology at Kent Town that the general outside temperature is 35°C the following shall apply:

- (1) 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.

- (2) Relocation and transfers of employees to less exposed areas shall occur prior to inclemency arising and provided such areas do not exceed 35°C. Employees shall remain working in accord with '3' Approach. Provided that no employee shall be transferred to a cooler work area unless there is work available in his/her vocation.
- (3) Concrete pours and emergency work shall continue until they reach a practical stage. 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 hour (in continuity with the spirit and intent of Clause 22.8.(c) of NETCA and Clause 15 (f) (iii) of the B&CW (SA) Award.

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.*

- (4) All other employees in cooler areas shall be paid at ordinary time rates as per Award.
- (5) 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 hour where he/she is required to continue working in inclement conditions as in emergency work.
- (6) 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. Those employees prevented from working due to hot work conditions:
 - (a) for more than an accumulated total of 4 hours of ordinary time in any one day, or;
 - (b) after the meal break for more than an accumulated total of 50% of the normal afternoon work time, or;
 - (c) during the final 2 hours of the normal work day for more than an accumulated total of 1 hour,

the employer shall not require the employees to remain on site beyond the expiration of any of the above circumstances. *The employer shall take into consideration the pattern of the previous days temperature and the temperature forecast for the remainder of the day in assessing a full or lesser application of the above criteria.*

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 being advised by the Bureau of Meteorology at Kent Town that the general outside temperature is 37°C the following shall apply:

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 all areas being left in a safe condition and all tools and equipment properly stored.

5. When employees leave a site in accordance with the above the inclement weather provisions of the respective Awards shall prevail with respect to entitlement to payment.

**AGREED PROCEDURE ON INCLEMENT WEATHER
(Extremes Of Heat)**

Attachment 1

The parties to this Agreement agree that the Agreement shall apply to Major Contractors (SA) designated commercial building sites when such sites fall within a radial of 30 kilometres from the Adelaide GPO. Sites outside this radial shall be the subject of discussions with the relevant parties giving consideration to the locational topographical features of the site ie; coastal areas may be cooler, flat plain areas may be warmer than metropolitan areas.

NO SMOKING POLICY - ON-SITE WORKS

The Master Builders Association of South Australia has reviewed the “No Smoking Policy for On-Site Works” as a result of recent Court decisions and out of Court settlements for claims by workers for damages arising out of the effects on their health from exposure to second-hand cigarette smoke.

Furthermore, Section 19 of the Occupational Health, Safety and Welfare Act, 1986, requires all employers to provide and maintain so far as is reasonably practicable a safe working environment. The South Australian and National Occupational Health and Safety Commissions have resolved that a tobacco-free work environment should be the objective for Australian workplaces.

The Association strongly recommends that all members concerned adopt and enforce the abovementioned Policy in order to fulfil their obligations under the Occupational Health, Safety and Welfare Act and avoid the possibility of litigation at some future date.

PROPOSED NO-SMOKING POLICY FOR ON-SITE WORKS

Name of Company has a duty of care to provide a safe and healthy working environment for all employees under the Occupational Health, Safety and Welfare Act, 1986.

Passive smoking (the inhalation of sidestream or mainstream smoke) increases the risk of lung cancer and heart disease, and is also dangerous for people with existing heart or lung conditions. Passive smoking can trigger asthma attacks, increase the chance of chest infections, cause watery eyes, headaches and sore throats.

Name of Company considers that to allow smoking in a number of areas on-site conflicts with its legal obligations to provide a safe working environment. To protect all on-site workers from the effects of environmental tobacco smoke Name of Company aims to achieve a smoke-free working environment in the following areas of the site on and from Monday _____.

- lunch sheds / change sheds;
- toilets and washing facilities;
- site offices (meeting room) and reception areas;
- lifts and personnel hoists;
- store rooms;
- confined spaces;
- basement areas;
- enclosed floor areas;
- in the vicinity of explosives or hazardous substances;
- any other area(s) where from time to time it is considered that passive smoking may be harmful to other persons working in close proximity. Where any doubt exists in respect to the definition of “any other area(s)”, the matter will be determined by the appropriate employee/employer representatives in conjunction

with the Safety Officer or the Site Safety Committee where such Committee is in existence.

The site supervisor and safety officer will be responsible for enforcing the policy, however, employees are reminded that under the provisions of the Occupational Health, Safety and Welfare Act 1986, they are required to protect the health of their fellow workers.

Employees **must** comply with this policy. Any employee failing to comply will be subject to counselling and appropriate disciplinary procedures, which may include termination of employment.

The policy will apply to all contractors and their employees, self-employed persons, visitors and clients while on the Name of Company sites.

Any employee who has a grievance relating to this policy should speak to their Health and Safety Representative or supervisor or safety officer.

IMPLEMENTATION PROCEDURES

In implementing and maintaining the No-Smoking Policy the following procedures should be adhered to:

1. Advise all employees concerned of the introduction of the Policy, the reasons therefore, and the proposed commencing date. Remember to emphasise that the introduction of this policy is in fact an addition to your existing Occupational Health, Safety and Welfare Policy.
2. Employees should be given a copy of the Policy and a record kept of the date on which the policy was distributed to each employee.
3. Where employees are not fully conversant with the English language they should be notified in their own language.
4. Advise all subcontractors currently working on your sites of the Policy and the requirement for them to advise all of their employees accordingly.
5. Ensure that all areas designated as no-smoking have the appropriate signage posted/placed in a prominent position.
6. Ensure that the Policy is enforced and breaches by any person(s) are not condoned.
7. Ensure that all your employees concerned are warned of the consequences of failure to comply with the policy.
8. Ensure that your existing Occupational Health, Safety and Welfare Policy is altered to include the new No-Smoking Policy.

OVERTIME

When an industrial or safety issue arises in an overtime period when it is accepted the full resources of the Employer and Unions may not be available, all parties will endeavour to apply the following procedures to the incident to the best of their respective ability. Notwithstanding the paramount importance of the safety and welfare people employed on site. All parties accept that all endeavours shall be made to withhold any industrial action until the following working day at which time the relevant Employer and Union representatives should be involved. All actions to secure the health and safety of involved personnel should be implemented and if necessary employees reassigned to other tasks.

The emphasis is accepted by all parties that issues occurring on overtime should not result in industrial action which may be amplified due to lack of appropriate resources available.

PROCEDURE FOR SAFE DISPOSAL OF USED SYRINGES ON BUILDING AND CONSTRUCTION SITES

It has become increasingly evident that Building and Construction sites are being used by a section of the public as a disposal area for their used syringes. As this can create a safety hazard to all personnel on site, Major Contractors (SA) and Combined Building Unions ('The Parties') have agreed that the following procedure for safe collection and removal of used syringes be adopted on all sites.

1. Collection

- Protective clothing must be worn, particularly heavy-duty gloves.
- Used syringes to be picked up only by using long-handled tongs.
- Used syringes to be then placed in special purpose approved polypropylene closed container.
- Container to be stored in specially designated area on site.

2. Removal and Disposal

- Containers to be removed from site by nominated waste collection and disposal service in accordance with the SA Waste Management Act.
- Waste material to be disposed of by burning in pyrolytic incineration, which is pollution free, thus being reduced to sterile ash in accordance with the Hazardous Substances Act.

ALL-IN PAYMENTS, PYRAMID SUBCONTRACTING AND SUPPLEMENTARY LABOUR SUPPLY CONTRACTING

1 Area of Operation

This Agreement shall apply to the Building and Construction Industry with the exception of the housing sector of the industry.

2 All-in Payments

It is agreed that the all-in method of payment to employees is illegal.

All-in payments mean any system of payment that is hourly, weekly or daily which is in lieu of payment for overtime or for one or more of the various conditions such as, annual leave, public holiday payments, inclement weather etc., other than casual engagement on terms prescribed by the appropriate Award or Agreement.

An employer who engages a worker on an all-in method of payment breaches this Agreement. Any subcontractor found to be paying all-in payments will be dismissed from the site immediately. The work in question shall be completed as decided by the principal contractor. If an employer has been paying a worker an all-in rate he shall be required to pay him the difference (if any) between the worker's actual earnings and what the worker would have earned had he been paid award rates and conditions during his period of employment.

If a subcontractor has been dismissed, the principal contractor shall ensure continuity of employment for the workers involved on the job under award conditions, and at award rates of pay, either directly or by the engagement of another subcontractor.

Any worker accepting an all-in method of payment is in breach of this agreement and that worker shall be reported to the appropriate union for consideration of any action including removal from the site which may be considered necessary having regard to that union's policy.

3 Division of subcontract

When a subcontract is let for labour and materials, a labour-only subcontract may be let by the subcontractor but it is unacceptable as a principle for further labour-only subcontracts to be re-let.

4 Pyramid Subcontracting

General principle: Where a subcontract is let by one contracting party to another (other than in accordance with Clause 3), any subsequent re-letting would constitute pyramid subcontracting and would contravene this agreement, except in the following circumstances.

- (a) Where a subcontractor does not have the capacity to handle a specialist section of the subcontract, this section may be re-let to a specialist subcontractor.
- (b) Where projects, which by their size or nature require the use of more than one subcontractor to carry out the works.
- (c) Where a labour only subcontractor, as defined, is unable to carry out his contract to the satisfaction of the builder he may be replaced by a new subcontractor or in accordance with (b) above.

5 Workers Compensation Check

The principal contractor shall ensure that all subcontractors produce their workers compensation policy or other satisfactory proof such as a renewal certificate before being allowed to commence work on the project.

6 Dispute Settlement

Any dispute arising under the procedure shall be dealt with in accordance with the Settlement of Disputes Procedure established by Clause 3.7 of the Agreement.

INDUSTRY EMPLOYEES PICNIC DAY

The Agreement is entered into between the Master Builders Association of South Australia Incorporated and the organisations of employees shown below as Parties hereto in respect of an Industry Employees Picnic Day within the State of South Australia following discussions held in the Board Room at the Master Builders Association of South Australia Incorporated on Friday, 20 August 1982.

Organisations Of Employees Party To This Agreement

Amalgamated Society of Carpenters and Joiners of Australia, SA Branch

Australian Building Construction Employees and Builders Labourers Federation, SA Branch

Building Workers Industrial Union of Australia, SA Branch

Operative Plasterers and Plaster Workers Federation of Australia, SA Branch

Operative Painters and Decorators Union of Australia, SA Branch.

- 1 The Master Builders Association of South Australia Incorporated will facilitate the provision of a paid Picnic Day in South Australia, in a similar manner to that undertaken in Victoria in 1980, with the first such paid Picnic Day to be taken in September, 1983, during the school holidays.
- 2 This Agreement will not be used by any party as a precedent for any claim for an extra holiday in any other State.
- 3 All bans which are currently in force in South Australia shall be lifted by the employees and their organisations.
- 4 Unions will not engage in any further industrial action in respect of the claim for a paid Picnic Day.
- 5 The rostered day off scheduled for 6 September, 1982, will be transferred to 30 August 1982, for 1982 only, and, as such, will not be taken as a right by either party to vary the rostered day off on any other occasion otherwise than by mutual agreement.

IN WITNESS WHEREOF the parties have attached their signatures hereto this Twenty-sixth day of August 1982.

ABCWF - MBA TRADE-OFF AGREEMENT

Following the meetings between the above parties and in accordance with the terms of the Decision of the Full Bench of the South Australian Industrial Commission in the State Wage Case of 1987, the following Trade-offs are agreed to justify the Second Tier 4% wage increase contained in that Decision.

1. **Site Allowance** - The following site allowance scale is agreed and will apply to all contracts let after the date the South Australian Industrial Commission hands down its decision in relation to the Second Tier Increase for members of the AB&CWF.

The site allowance applies to commercial/industrial sites and shall not apply to total projects as far as value is concerned (ie the ASER Project would be 3 individual sites). However, where the project is done in continual stages by one contractor, this will represent one project for the purpose of site allowance payments.

Where the value of the project is less than \$2m no site allowance is applicable. However, if the site attracts the payment of multi-storey allowance then the \$2m - \$5m rate applies.

Value	\$2m-\$5m	Site Allowance	60c per hour
	\$5m-\$10m		70c
	\$10m-\$20m		90c
	\$20m-\$50m		\$1.10
	Greater than \$50m		\$1.30

Shopping Centres - Where the shopping centre value is less than \$10m, the above scale will apply; where the shopping centre value is in excess of \$10m, the site allowance will be \$1.30 per hour.

This site allowance scale will be adjusted annually in accordance with the CPI Index on both the value of the project and the amount of site allowance. The value of the project will be rounded off to the nearest million dollars, up to \$500,000 no increase, over \$500,000 taken to the next million dollars and the hourly rate to be rounded off to the nearest cent.

2. That the day of taking Rostered Days Off is flexible and is subject to variation by agreement in special circumstances. The union agrees to become part of a bipartite review committee to arrange the following year's calendar. This committee will meet during October each year.
3. That where the parties are unable to reach agreement that weather is inclement, in accordance with the procedure set out in Clause 15 - Inclement Weather, in the Building and Construction Industry (State) Award 1986; the matter be referred to the attention of either party to this agreement for a joint review to be conducted to eliminate a recurrence of such discrepancies.

4. "Homers" - That the union recommend to its members that the current practice of members leaving the job site for any reason, without consultation with management, cease forthwith.
5. That the union agrees to promptly meet with the Master Builders Association of South Australia Inc. in the event of any industrial action being taken and if necessary other unions (as requested, or at other items on the request of either parties to this agreement; to meet to discuss that state of the industry in South Australia).

It is further agreed by the parties that, if severance pay, which is subject to negotiation by Federal Unions and employers, is awarded Federally and is placed in Federal Awards, such provisions will flow to the Building and Construction Workers' (State) Award, 1986, from the same operative date.

Signed for and behalf of
The Master Builders Association of South Australia Inc.

In the presence of

Signed for and behalf of
Building and Construction Workers' Federation

Dated this 29th day of May 1987.

PROTECTIVE CLOTHING & SAFETY FOOTWEAR

This Agreement shall apply to Contractor Members engaged in Commercial/Industrial construction work who have a registered office in the Adelaide metropolitan area. The Master Builders Association, Safety Footwear Subsidy Scheme, is now rescinded and superseded by this Agreement in the Commercial/Industrial sector. This Agreement is to apply to employees engaged in 'on site; construction work, and who by the nature of their work, are subject to the elements.

In the Agreement you will note that, when a company employee requests safety footwear or protective clothing, he/she will be supplied in accordance with the conditions prescribed by the Agreement. Replacement will only be made on evidence of fair wear and tear. Protective clothing is expected to have a life of 12 months and is restricted to unions signatory to the Agreement. Protective jackets will only be required between 1st May and 1st September for those employees who, by the nature of their work, are subject to the elements. The life of that jacket is prescribed as 3 years, replaced only when it can be demonstrated that it requires replacement because of fair wear and tear.

Care must be exercised in the implementation of the Agreement. For example, an employer is not required to purchase 20 sets of each item simply because he has 20 employees; the Agreement requires that items will be made available on an employee request basis only. Suppliers are expected to have adequate stocks to meet demands.

The principle contained in the Agreement requires that each person who obtains footwear or clothing will be registered with the Employers' Organisation and appropriate Union and that the clothing or boots will transfer with the employee to the next employer on termination. Provided contractors co-operate in providing this information to the MBA, it should be a simple exercise to ascertain from the Association whether or not new employees who are requesting Protective Clothing have already received an issue from a previous employer.

SAFETY FOOTWEAR

1. Safety footwear shall be supplied to company employees upon request by such employees on commencement of work on the site. The cost of such footwear to be assessed at \$46.00 and employees to accrue credit at the rate of \$4.60 per week. Employees terminating or being terminated before 10 weeks employment has been attained, shall pay the difference between the credit accrued and the \$46.00. The right to accrue credit shall commence from the date of request for the footwear. (See attached list for approved types)
2. In the event of footwear being supplied and the employee not wearing it while at work, the employer shall be entitled to deduct full cost of the footwear if the failure to wear it continues after one warning by the employer.
3. Upon issue of the footwear, employees will be required to sign the authority for deduction form as in paragraph 4.
4. Authority for deduction form:

Deduction Form

_____ acknowledges receipt of one (1) pair of safety footwear provided in accordance with the provisions of this agreement. Should the full cost of the \$46.00 not be met by accumulation of credit (at the rate of \$4.60 per week) from _____ I authorise deductions from any monies due to me by the employer _____ of an amount necessary to meet the difference between the credit accrued and \$46.00.

Signed: _____

Date: _____

PROTECTIVE CLOTHING

1. Two sets of protective clothing defined as:
 - a. Combination overalls, or
 - b. Bib and brace overalls plus drill shirt, or
 - c. Drill trousers and drill shirt

shall be supplied to company employees upon request by such employees on commencement of work on the site. The cost of such clothing to be assessed at \$50.00 and employees to accrue credit at the rate of \$2.50 per week. Employees terminating or being terminated before 20 weeks employment has been attained, shall pay the difference between the credit accrued and the \$50.00. The right to accrue credit shall commence from the date of request for the clothing.

2. In the event of clothing being supplied and the employee not wearing it while at work, the employer shall be entitled to deduct full cost of the clothing if the failure to wear it continues after one warning by the employer.
3. Upon issue of the clothing, employees will be required to sign the authority for deduction form as in paragraph 4.
4. Authority for deduction form:

Deduction Form

_____ acknowledges receipt of two (2) sets of protective clothing provided in accordance with the provisions of this agreement. Should the full cost of the \$50.00 not be met by accumulation of credit (at the rate of \$2.50 per week) from _____ I authorise deductions from any monies due to me by the employer _____ of an amount necessary to meet the difference between the credit accrued and \$50.00.

Signed: _____

Date: _____

JACKETS

1. Protective jackets may be claimed by employees for a seasonal period between 1st May and 1st September and these shall be of an approved type comprising either a Tasmanian Bluey, denim or lined nylon. (see attached list for approved types).
2. Each employee, who on 1st May 1983 has been employed by the company for one continuous month, shall be eligible to be issued with one protective jacket.
3. Each employee who completed one month's service with the company on an on-going project between 1st May and 1st September shall be eligible to be issued with one protective jacket. It is a condition of supply of jackets that employees wear it in the course of their work between 1st May and 1st September and at such other times as determined by weather conditions.
4. The cost of such jackets is to be assessed at \$50.00 and employees to accrue a credit of \$2.50 per week. Employees leaving before 20 weeks employment has been attained shall pay the difference between the credit accrued and the \$50.00. The right to accrue credit shall commence from the date of request for the jacket.
5. Authority for deduction form:

Deduction Form

_____ acknowledges receipt of one (1) jacket provided in accordance with the provisions of this agreement. Should the full cost of the \$50.00 not be met by accumulation of credit (at the rate of \$2.50 per week) from _____ I authorise deductions from any monies due to me by the employer _____ of an amount necessary to meet the difference between the credit accrued and \$50.00.

Signed: _____

Date: _____

PROTECTIVE CLOTHING & SAFETY FOOTWEAR

GENERAL INFORMATION

It is further agreed by the parties to this agreement that it is a condition of supply of footwear and clothing that:

1. An employee is required to wear in the course of his/her work all footwear and clothing supplied by his/her employer, which is to be of Australian manufacture (subject to availability)
2. Clothing issued may be identified by a company name or logo.
3. It is the responsibility of employees to maintain and repair all clothing.
4. Clothing and footwear supplied shall be of a type set out in the attachment, and no agreements for cash in lieu of clothing or footwear may be permitted.
5. The supplied footwear and protective clothing shall be replaced on a fair wear and tear basis provided they are produced to the employer as evidence of such wear and tear.
6. In the event of an employee changing employer after the initial issue of footwear and clothing, such issue shall be replaced in accordance with sub-clause 5, furthermore the employee will be required to produce evidence to the new employer of the date of previous issue of footwear and protective clothing.

It is anticipated that jackets would, under normal circumstances, have a life of at least 3 years, and protective clothing 12 months, however, when reasonable cause can be demonstrated, jackets and protective clothing may be replaced at a shorter interval.

The Master Builders Association of South Australia and the relevant union are to be advised of the original issue and any re-issue of items subject to this agreement.

7. In the event of a dispute arising between an employer and the union in regard to the provisions of this clause, the parties agree that the dispute will be dealt with in accordance with the dispute settlement procedures of the Building Industry awards. Ie. Work will continue while the dispute is resolved in the manner prescribed by the awards.

ATTACHMENT 1

PROTECTIVE CLOTHING & SAFETY FOOTWEAR

List of approved overalls, jackets and footwear.

Recommended supplier: G&R Wills
30 North Terrace
KENT TOWN SA 5067

Safety Footwear

Safe "T" Footwear – all steel toe cap

- D.89 Oiled suede elastic side boot
- D.91 Elastic side black pebble grained leather boot
- D.64 Lace-up black pebble leather boot
- D.65 Black pebble grained heavy duty shoe

Protective Clothing

Yakka

- 0010 All cotton overalls (combination)
- 0010 All cotton bib & brace overalls
- 2593 All cotton zip-fly trousers
- 7590 Poly/cotton drill L/S shirts

Fourex

III Utility shorts

Jackets

- London Fog Jackets 36-48
- Tasmanian Bluey 36-48
- Bomber Jackets 32-44
- 46-50
- 52-54

POLICY FOR THE PROTECTION OF WORKERS FROM THE ULTRAVIOLET RADIATION IN SUNLIGHT

NAME OF EMPLOYER accepts that employees who work outdoors are under threat of skin cancer due to the exposure of ultraviolet rays from the sun. Whilst it is acknowledged that the UV radiation is more intense during the summer months, skin can easily burn on windy days or when the sky is cloudy.

The Occupational Health, Safety and Welfare Act, 1986 requires employers to ensure so far as it reasonably practicable that employees are, while at work, safe from injury and risks to health. On the other hand, employees while at work, are required to take reasonable care to protect their own safety and to avoid adversely affecting the health or safety of any other person through any act or omission at work.

To ensure NAME OF EMPLOYER meets the employers obligations under the Occupational Health, Safety and Welfare Act, 1986 all employees who are at risk will be advised of what constitutes and will be provided, with on request, adequate protection from the effects of ultraviolet radiation.

The following procedures are to be adopted by all employees while working in the open and subject to the effects of ultraviolet radiation:

CLOTHING

- Employees, at all times will be required to wear long-sleeved shirts and long trousers.
- As the current issue of clothing provided by the employer is replaced on a fair wear and tear basis, employees will be supplied with new cotton fabric overalls or long sleeve shirts and trousers.
- Shorts and short-sleeved shirts will not be supplied or approved as being appropriate outdoor work clothing.
- Employees who do not avail themselves of the employer's issue of clothing will be required to ensure that any clothing worn provides adequate protection from the sun's rays.
- Laundering and maintenance of the clothing will be the responsibility of the employee concerned.

HATS

- Safety helmets are to be worn at all times.
- Employees will be supplied with a brim and flap, which must be fitted to the safety helmet while working in the open.
- The cleaning and maintenance of the helmets and fittings will be the responsibility of the employee concerned.

SUNSCREEN

- All employees will have access to SPF 15+ broad spectrum sunscreen.

- All employees prior to commencing work in the open are required to apply the sunscreen to all exposed areas of the body, including lips. The sunscreen should be re-applied during the morning rest period and again during the lunch break.
- Any employee who is unable to wear a sunscreen or a particular type of sunscreen because of health reasons should provide the relevant management person or safety supervisor with appropriate medical evidence.

EYE PROTECTION

- Employees engaged in working over water, sand or concrete; on metal roofing or metal decking; and with light coloured reflective surfaces will be supplied with safety sunglasses which conform to Australian Standard AS 1337 or AS 1067.1.
- The cleaning and maintenance of the sunglasses will be the responsibility of the employee concerned.

REST PERIODS

- Lunch and other rest periods should be taken in sheltered areas so as to provide relief from the sun's rays.

SIGNATURE

TITLE

DATE