

RETAIN THIS FOR FUTURE REFERENCE

# BUILDING INDUSTRY AGREEMENT

## 1963-1964

Memorandum of Agreement between the twenty-first day of May 1963 between the Association of Employers named in Schedule "A" hereto and the Unions named in Schedule "B" hereto with respect to building construction work.

### SCOPE OF AGREEMENT

The Association of Employers named in Schedule "A" hereto will recommend that the provisions of this agreement shall apply with respect to all employees, members of the Unions named in Schedule "B" who are employed by members of the said Association of Employers engaged on building construction work but nothing in this agreement shall override the obligations of the parties to abide by the conditions of the relevant or appropriate Federal Awards, State Determinations or legislation.

### AREA

The provisions of this agreement shall operate in the area covered by:

(i) The Postmaster-General's Extended Local Service Area (ELSA) as at March 30, 1963.

(ii) And any other project outside this area where an employer elects to be bound by the terms specified herein.

### PERIOD OF OPERATION

The provisions of this agreement shall operate from July 1, 1963 and shall continue in force until June 30, 1964.

### WAGE RATES

(a) Adults: It is agreed that the rate of pay for adult building industry employees engaged on building construction work shall comprise the wages as prescribed by the relevant State Wages Boards' Determinations as at June 30, 1963, plus 1/- per hour.

In the event of any increases granted after June 30, 1963, all such increases shall be absorbed in the above over-award payment to the extent that any increases can be absorbed, except where applications are made to the appropriate authority prior to May 31, 1963, to have any marginal increases which may have been granted in the current Metal Trades case considered by such authority.

(b) Apprentices: It is agreed that the rates of pay shall comprise the rates fixed for apprentices by the appropriate tribunals as at June 30, 1963, plus the following amounts:

	Per Week
1st year	—
2nd year	£0 8 8
3rd year	0 13 4
4th year	1 0 0
5th year	1 6 8

In the event of any increases granted after June 30, 1963, all such increases shall be absorbed in the above over-award payment, to the extent that any such increases can be absorbed, except where applications are made to the appropriate authority prior to May 31, 1963, to have any marginal increases which may have been granted in the current Metal Trades case considered by such authority.

### SPECIAL RATES AND ALLOWANCES (not forming part of the ordinary weekly rate of hours work)

(a) The allowances for fares and travelling time shall be as prescribed by the appropriate State Determination as at June 30, 1963.

(b) All special rates and allowances shall remain at the June 30, 1963 level of the relevant Federal Awards or State Determinations under which employees are engaged.

Any increases granted in these amounts shall be absorbed within the extra payment as set out in Clause 4 to the extent of the over-award payment.

### CONCILIATION COMMITTEE

There shall be a Conciliation Committee consisting of representatives of the parties to this agreement which shall meet as set out below to settle any dispute referred to it.

The Union representative shall be: One representative of the Trades Hall Council, together with not less than two representatives from the Unions party to this agreement.

The employers representatives shall be: One representative of the Victorian Employers' Federation together with two representatives from the employer organisations party to this agreement.

### DISPUTES

The Unions party to this agreement hereby agree that when a matter is in

dispute or a matter arises which is likely to cause a dispute, no direct action shall be taken until a cooling-off period of seven days elapses. The cooling-off period is to be calculated from the time when the dispute or the matter is referred to both the Trades Hall Council representative and the Employers' Association representative by the Union Secretary or the employer involved in the dispute.

The responsibility of notifying a dispute shall lie equally upon both the employer and the Union concerned.

When in the opinion of any employer party to the agreement stop-work meetings are excessive the matter shall be referred to the Conciliation Committee.

The provisions of this clause shall apply in respect of all disputes or matters likely to cause dispute occurring on jobs of employers parties to this agreement for any reason whatsoever EXCEPT those involving the safety of employees where the nature of the safety issue is of such urgency that it is not reasonably practicable to apply the seven day cooling-off period.

Issues of principle regarding which the Plumbers' Union and the Master Plumbers' Association are in agreement that urgent action is necessary to ensure retention within the trade of all branches of plumbing work, shall also be subject to this exception.

.../2

**DISPUTE PROCEDURE**

When a dispute or matter which is likely to give rise to a dispute occurs the following procedure shall be followed:

- (a) The Union representative and/or an official of the Union shall discuss the dispute with the employer concerned and both parties shall attempt to reach agreement.
- (b) Failing settlement the matter shall be referred to the appropriate employer organisation and discussion shall take place between the officers of that Association and the Union or Unions concerned.
- (c) If the matter is still not settled a meeting of the Conciliation Committee be called.

Signed for and on behalf of  
The Employer Associations named in Schedule "A" hereto. These Associations hereby agreed to recommend to their members that this agreement be observed—J. Egginton (Signed).

Signed for and on behalf of:  
Melbourne Trades Hall Council — J. V. Stout (Signed).

Australian Builders Laborers' Federation, Victorian Branch—P. Malone (Signed).  
Building Workers' Industrial Union of Australia, Vic. Branch—J. C. Chandler (Signed).

Plumbers & Gasfitters Employees' Union of Australia, Vic Branch—H. Armstrong (Signed).

Operative Painters and Decorators Union of Australia, Vic. Branch — G. Lewins (Signed).

Victorian Plasterers' Society — C. Ellis (Signed).

Victorian Operative Bricklayers' Society —C. R. Croft (Signed).

This twenty-first day of May, 1963.

**SCHEDULE "A"**

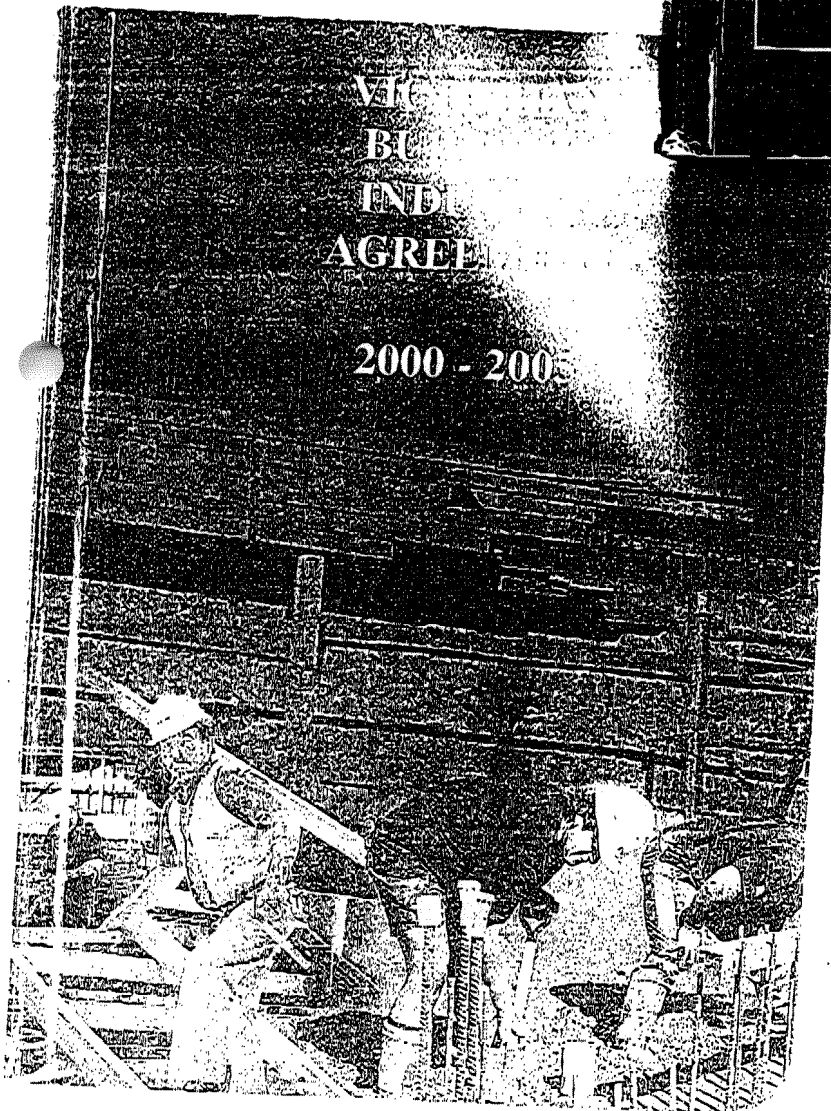
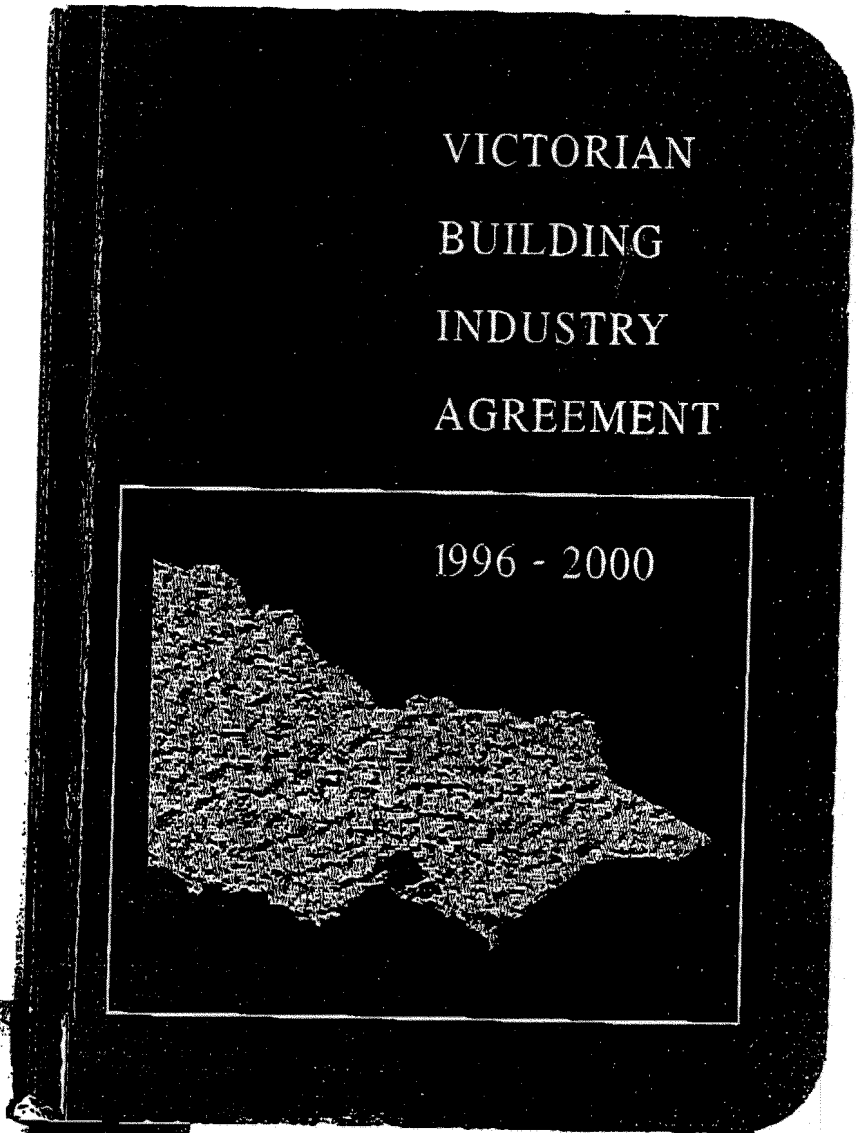
Master Builders' Association of Victoria, 28 Clarendon Street, East Melbourne.

The Master Plumbers' Association of Victoria, 342 Flinders Street, Melbourne, in respect of the members of that Association in the areas set out in Clause 2 of this agreement and in respect of an area 20 miles of the GPO, Geelong.

**SCHEDULE "B"**

1. Australian Builders Laborers' Federation, Victorian Branch, 35 Victoria Street, Melbourne.
2. Building Workers' Industrial Union of Australia, Victorian Branch, Trades Hall, Melbourne.
3. Plumbers & Gasfitters Employees' Union of Australia, Victorian Branch, Trades Hall, Melbourne.
4. Operative Painters and Decorators Union of Australia, Victorian Branch, Trades Hall, Melbourne.
5. Victorian Plasterers' Society, Trades Hall, Melbourne.
6. Victorian Operative Bricklayers' Society, Trades Hall, Melbourne.

Attachment 2



## Attachment 3

**CLAUSE 17 - VICTORIAN BUILDING INDUSTRY DISPUTES BOARD**

The Victorian Building Industry Disputes Board has, since 1981, functioned as a private disputes resolution and mediation facility.

The success of the Board, and the benefits it affords to the industry parties and clients is directly attributable to the strong commitment of the parties to the Board

17

process, and to the standing of the Board constituents in the industry.

There shall continue under this Agreement to be a Victorian Building Industry Disputes Board, the functions and procedures of which shall be as follows:

- 17.1 The purpose of the Disputes Board shall be to settle disputes arising out of this Agreement, or as put to the Board by any parties to this Agreement in accordance with the terms of an enterprise agreement covering work in the commercial/industrial building construction industry and which agreement incorporates the terms of this Agreement.
- 17.2 All meetings of the Disputes Board will be in Melbourne, unless otherwise determined by the Board.
- 17.3 The Disputes Board shall comprise three persons, of whom one shall be an independent Chairperson jointly nominated by the Victorian Trades Hall Council and the Employer Associations signatory to this Agreement; one shall be a nomination of the Employer Associations signatory to this Agreement, and one shall be a nomination of the Victorian Trades Hall Council.

18

**17.4 Disputes Board Chairperson**

In all respects the Chairperson is responsible to the Victorian Building Industry Consultative Committee. The Role of the Disputes Board Chairperson shall be:

- a) To Chair proceedings of the Board;
- b) To act as an independent member of the Disputes Board in proceedings convened under this Clause;
- c) To direct the activities of the Board Members consistent with their responsibilities;
- d) To manage and administer the operations of the Board in accordance with the directions of the Consultative Committee, and consistent with the Board's aims and objectives as set by the Consultative Committee.
- e) To report to the Consultative Committee on a regular manner on any matters or issues which, in the opinion of the Chairperson, threaten the effective operation of this Agreement, or the industrial relations stability of the industry;
- f) The Chairperson, where called upon, shall chair conferences between employers and unions as agreed by the parties to assist as facilitator where industrial disputes exist.
- g) The Chairperson may carry out site inspections as agreed by the parties. In the

19

case of disputes, such inspections may be carried out by the Disputes Board or may, at the discretion of the Chairperson, be carried out by the union and employer Members of the Board.

- h) The Chairperson or a Member or Members of the Disputes Board nominated by the Chairperson shall conduct enquiries, prepare reports or perform other tasks as required from time to time by the Chairperson or the consultative Committee.
- i) The Office of the Disputes Board shall, under the direction of the Chairperson, be responsible for the listing and scheduling of Disputes Board hearings notified by any of the parties to this Agreement, in accordance with the Victorian Building Industry Consultative Committee guidelines as determined from time to time.
- j) It is the responsibility of the Chairperson to ensure that a date for a meeting of the Disputes Board is set down for hearing as soon as is practicable or within 7 days of receipt of a dispute notification.
- k) Dispute notifications to the Board shall be in the form as detailed in Appendix A of this Agreement.
- l) The responsibility for notifying the Disputes Board of a dispute matter shall lie equally on the employer and the Union/s.

20

m) It is the Chairman's responsibility to ensure all parties (organisations) to the dispute have been notified and have been given sufficient time to prepare and present their case.

- 17.5 The parties to a dispute are expected to present submissions in full when hearings take place. If any party is not ready to present a full submission when the dispute comes before the Board for hearing, the party concerned may seek a brief adjournment to a date when submissions can be made in full. The granting of such adjournments will be at the discretion of the Chairperson of the Disputes Board.

- 17.6 In the normal course, all decisions made by the Board shall be final and binding on all parties. However, if any of the parties to a dispute consider that for some exceptional reason the decision should be reconsidered by the Board, then an application may be made to the Board to do so.

Such an application needs to draw attention to a previously undisclosed important piece of new evidence, otherwise the Board will deny the application. If the Board is satisfied that there should be a reconsideration then arrangements are to be made for a further hearing. The grounds for reconsidering the

21

decision are to be communicated in appropriate form to all interested parties at least three working days before the further hearing.

- 17.7 Decisions of the Disputes Board shall be by a majority, but where the employer and union representative are divided, the Chairperson shall have the power to determine the matter.
- 17.8 As soon as practicable following the hearing, the decision of the Disputes Board shall be forwarded to all parties and a copy shall be suitably displayed at the affected site/s on a notice board and/or in the mess sheds.
- 17.9 The Disputes Board shall hear and determine all matters referred to it having full regard to the grievance/disputes procedure of this Agreement.
- 17.10 All claims for payment for lost time (being time not worked, whether remaining in the sheds or leaving site), shall be determined by the Disputes Board.
- 17.11 The Disputes Board shall only have the power to prescribe payment in full or in part for lost time where, in addition to finding that an employer has committed a serious breach (as defined herein) the grievance procedures

outlined in this Agreement, as appropriate, are properly followed by the unions and the workers they represent.

A "serious breach" of this Agreement is defined as one where the action or inaction of the employer was so extreme that refusal to perform duty was the only reasonable course open to his/her employees. Notwithstanding any period of grace provided by this Agreement to allow an employer to rectify any unintended breach of the terms and conditions of this Agreement, no relief can be expected to have been provided if it is apparent to the Board that the employer has (knowingly) disregarded his/her obligations under this Agreement.

- 17.12 The Disputes Board shall not have the power to hear any claims for lost time arising out of inappropriate use of labour disputes.
- 17.13 The parties agree that no claim shall be pursued or accepted by any party in relation to payment for lost time arising from an industrial dispute, or a dispute concerning health and safety or inclement weather, where the claimant has not complied fully with the relevant dispute prevention and settlement procedures or relevant award or legislation.

## CLAUSE 18 - GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES

- 18.1 The parties are committed to continue working towards the elimination of lost time through close consultation and cooperation with those directly affected, and through the effective operation of these Grievance/Disputes Settlement Procedures.
- 18.2 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 (other than matters for which separate procedures are set down in Clause 20, Clause 33 and Clause 36 herein), the following procedure shall be followed:
- 18.2.1 Work shall continue without interruption whilst the Job Steward and/or Union Organiser discuss the dispute with the employer concerned. 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.
- 18.2.2 Should the discussions fail to settle the dispute the Job Steward and/or Union Organiser involved shall notify his/her State Secretary and

24

the Employer involved shall notify the appropriate Employer Association of the dispute.

A conference shall then be convened as soon as possible to resolve the dispute.

- 18.2.3 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the Victorian Building Industry Disputes Board.
- 18.2.4 Work should continue without interruption from industrial stoppages, bans and/or limitations, whilst the above procedures are being followed.
- Provided that, should such stoppages take place, the Disputes Board shall take this into account in considering any dispute referred to it under Clause 18.2.3 hereof.
- 18.2.5 The dispute may be referred to the Board, whether or not lost time is involved.
- 18.3 **Serious Breach**
- 18.3.1 Where an employer is alleged to be in serious breach (as defined in clause 17.11 hereof) of the terms and conditions of this Agreement, the employees affected by that alleged breach may decline to work as directed in the area affected by the alleged breach.

25

Where the Disputes Board determines that the employer was in serious breach of the terms and conditions of this Agreement (as defined in clause 17.11 hereof) payment may be awarded by the Board for some or all of the time involved.

- 18.3.2 This provision shall have no application to matters which 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 rights whilst the employer took steps to investigate and rectify the matter.
- 18.3.3 Where the Job Steward and/or Union Organiser claims that there has been a serious breach of the terms and conditions of this Agreement (as defined in clause 17.11 hereof), they shall discuss the matter with the employer concerned, and both parties shall follow the Grievance/Disputes Procedures provided in Clause 18.2 hereof in an attempt to reach agreement as quickly as possible.

Where an employer is not the principal contractor, the parties to the dispute shall involve the principal contractor.

Attachment 4

**V B I D B****VICTORIAN BUILDING INDUSTRY DISPUTES BOARD**

**CHAIRMAN: P. DONNELLY**  
**CONSTRUCTION INDUSTRY HOUSE**  
**80 DRUMMOND STREET, CARLTON 3053**  
 (enter via Queensberry Street)  
**TEL: (03) 9639 1322 FAX: (03) 9639 2490**

**DECISION****MONDAY 10<sup>TH</sup> NOVEMBER 2003**

- 1. SCHIAVELLO (AUST) PTY LTD**
- 2. COLES MYER**
- 3. HL CUTHBERT**

**COLES MYER HQ PROJECT**  
**TOORAK RD TOORONGA**

**ALLEGED SITE ALLOWANCE CLAIM****ALL UNIONS****273-2003**

On Friday 7<sup>th</sup> November 2003 Board representatives visited the above project following a request from the Unions. At this time they completed an inspection of the works in progress in the company of the two principal site builders and the Unions. An invitation extended to the client was declined.

During the course of the visit the Board representatives observed that one of the principal builders was engaged in operations on the third and fifth floors while the other builder was performing works on the first floor. While all individual operations, (ie types of work) were documented by Board representatives it does not serve any useful purpose recording same in this decision.

At the Hearing of this day the parties presented argument for and against the Union claim for a site allowance to apply to all works currently underway (it should be noted that once again, the invitation to the client to attend was declined). The Unions, being the notifier, submitted that a site allowance commensurate with the sliding scale of VBIA site allowances should be awarded for the following reasons.

- All works are being performed for a single client (Coles/Myer).
- All works are being performed within a common building (dedicated head office of the client).
- All works form part of what is apparently a sequence of a planned refurbishment program.
- All workers are required to undertake a common client works induction.
- All workers share similar access and egress to their respective workplaces.

Further to the above, the Unions stated that there had been ongoing works occurring within the building in question prior to the present works for which the site allowance is being sought. According to the Unions this provides added strength to their claim, and to further bolster such claim, further works were to commence in the near future.

273-2003

Management, in response, stated that both projects currently underway were of a stand-alone nature, something which found expression in the fact that the contracts were let individually. In addition, according to management, there was ample scope to display the individual nature of the projects by reflecting on the following:

- The projects have separate site inductions.
- The projects have separate amenities.
- The projects have separate first aid facilities.
- The projects have separate work areas.
- There was no intermixing of labour.
- There was disparate works supervision.

In addition to the above management advised that the individual values of the projects fell markedly short of the VBIA site allowance threshold and as such the allowance was not warranted.

In determining this matter the Board refers the parties to decision 067-2002 of the 4<sup>th</sup> of April 2002. This related to work being performed on an ISIS Projects for the client, Coles/Myer, also on the Toorong building. In this decision the Chairman stated as follows:

*'...(the Chairman) commented on the wisdom of the client (such as Coles Myer) discussing with Unions on matters of programmed works which, from time to time, result from company decisions taken to complete major property restructuring of large corporate entities.'*

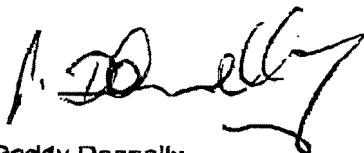
*Having regard for the evidence presented, the Board finds that a) the Union claim for site allowance cannot be sustained; b) the requested breakdown of current works values be made available to the Union; c) the Union's request that the Client meet with them to discuss future programmed works (as enunciated in recent press comments) is not unreasonable and recommends that such discussion would be of benefit to all.'*

The Board has resurrected the foregoing to display that its advice appears to have been rejected and as such the parties again find themselves at odds over a site allowance claim.

Having regard for the evidence presented the Board finds that a site allowance of \$1.70 per hour should apply to works currently underway for each and every hour worked on a flat rate basis, retrospective to the date when both contractors commenced working concurrently on the site (ie the date that the second contractor commenced work).

The Board has arrived at this decision based on its finding that all works being carried out constitute a single project.

It is further the view of the Board that both builders presently operating on the project may well have been of the belief that they were not liable for payment of a site allowance given the structure of their contracts in such circumstances. A reasonable person would therefore find that it is not inappropriate for both builders to revisit their contract details with the client.



Paddy Donnelly  
Chairman

Dated this day Monday, 10 November 2003

273-2003



**VBIDB**

Attachment 5

**VICTORIAN BUILDING INDUSTRY DISPUTES BOARD**

**CHAIRMAN: P. DONNELLY**  
CONSTRUCTION INDUSTRY HOUSE  
80 DRUMMOND STREET, CARLTON 3053  
(enter via Queensberry Street)  
TEL: (03) 9639 1322 FAX: (03) 9639 2490

CONFERENCE

21/11/03

**BEHMER & WRIGHT PTY LTD****NON-PROJECT SPECIFIC**

**CONFERENCE AT BOARD PREMISES TO DISCUSS UNIONS INDUSTRY ISSUES,  
ESPECIALLY OCCUPATIONAL HEALTH AND SAFETY**

269-2003

On October 23<sup>rd</sup> 2003 the Board issued a decision (refer 261-2003) in which reference was made to concerns expressed by a company director that his company was being subjected to 'a deal of undue attention' and was being 'singled out' (this allegation was refuted by the Unions). In addition, the Board advised that a conference would be held in an 'attempt to create better inter-party industrial relations'. The conference had to be deferred due to availability problems but did take place at 8.30 AM on November 20<sup>th</sup> 2003.

During the course of frank and open discussion, wide ranging issues were debated in a positive manner. The Unions primary concerns related to man-power resources in the area of Occupational Health and Safety and VBIA compliance matters.

Management contended that they (management) made every endeavour to meet their obligations under the terms and conditions of the VBIA and expressed the view that when issues were raised by the Unions (they) management should be given greater opportunity to address them.

With regard to allegations of non-payment of entitlements to sub-contractor employees, the company director undertook to personally deal with such matters if requested in writing.

269-2003

Other issues of concern were debated by the parties and those present expressed the view that the conference had been of value in addressing differences between them.

As a consequence those present agreed that a further conference should be held in the New Year to review the state of affairs at that time.

The Board will confirm the time and date for the conference in due course.

  
Peter Knight  
Employer Representative

  
WR (Bill) Davis  
Union Representative

Dated this day 21<sup>st</sup> of November, 2003

269-2003

Attachment 6

# VBIDB

## VICTORIAN BUILDING INDUSTRY DISPUTES BOARD

**CHAIRMAN: P. DONNELLY**  
CONSTRUCTION INDUSTRY HOUSE  
80 DRUMMOND STREET, CARLTON 3053  
(enter via O'Connell Street)  
TEL: (03) 9639 1322 FAX: (03) 9639 2490

### REPORT

**HOTEL RENOVATIONS AND MAINTENANCE PTY LTD  
AGED CARE PERPETUA IN THE PINES  
298 SPRINGVALE RD DONVALE**

**ALLEGED INADEQUATE ATTENTION TO RECORDS OF INDUSTRY FUNDS**

**ALL UNIONS**

**FRIDAY 22<sup>ND</sup> NOVEMBER 2003**

**283-2003**

Following a request from the Unions the Chairman directed Board representatives to visit the site and meet with the parties.

The site in question consists of the construction of a new 60 bed aged care facility with a project value of \$5.4 million.

The Unions stated that they believed that a number of issues requiring urgent attention were not being addressed seriously by management. These included:

- The provision of a site change shed.
- A suitable first aid facility.
- The provision of cold, clean drinking water.
- Adequate compliance procedures.

During a frank and vigorous on-site conference it was resolved that management intended to provide a site change shed when site location space became available.

A first aid facility will be provided without delay along with a suitably located cold drink fountain.


In relation to compliance checks management were of the view that their current system was adequate. However they will work with the union to address any shortcomings in the procedure.

A suggestion that the funds liaison officer could assist in this process was welcomed by the parties.

283-2003

Board representatives advised that the Chairman would receive a report of today's conference and the Board will make itself available to assist further if required.

  
Peter Knight  
Employer Representative

  
WR (Bill) Davis  
Union Representative  
Dated this day *21<sup>st</sup>* of *NOVEMBER*, 2003

283-2003

**APPENDIX E****OCCUPATIONAL HEALTH & SAFETY****SCHEDULE OF LEGISLATION, REGULATIONS & CODES of PRACTICE****APPLYING to the  
BUILDING & CONSTRUCTION INDUSTRY  
As at MAY 2000**

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

In addition it is also agreed that the VBIA parties will adopt all current Australian/WorkSafe/Industry Standards and Victorian Codes of Practice. Safety practices as set out in occupational health & safety authorities "Alerts" will be adhered to.

The Acts, Regulations and Codes of Practice to which the parties refer include:

**ACTS**

Occupational Health & Safety Act 1985  
Equipment (Public safety) Act 1994  
Dangerous Goods Act 1985  
Road Transport Act (Dangerous Goods) Act 1995  
Accident Compensation Act 1985  
Accident Compensation (WorkCover Insurance) Act 1993  
Electrical Safety Act 2000  
Occupational Health & Safety (Lead) Regulations 2000

96

**REGULATIONS**

Accident Compensation Regulations 1990  
Accident Compensation (Self-Insurers' Contributions) Regulations 1999  
Dangerous Goods (Explosives) Regulations 2000  
Dangerous Goods (Storage & Handling) Regulations 1998  
Dangerous Goods (Transport by Rail) Regulations 1998  
Equipment (Public Safety) (Incident Notification) Regulations 1997  
Equipment (Public Safety) (General) Regulations 1995  
Occupational Health & Safety (Asbestos) Regulations 1992  
Occupational Health & Safety (Certification of Plant Users & Operators) Regulations 1994  
Occupational Health & Safety (Confined Spaces) Regulations 1996  
Occupational Health & Safety (Hazardous Substances) Regulations 1999  
Occupational Health & Safety (Incident Notification) Regulations 1997  
Occupational Health & Safety (Issue Resolution) Regulations 1999  
Occupational Health & Safety (Manual Handling) Regulations 1999  
Occupational Health & Safety (Noise) Regulations 1999  
Occupational Health & Safety (Plant) Regulations 1995  
Road Transport (Dangerous Goods) Regulations 1996

97

Road transport Reform (Dangerous Goods) Regulations 1997  
 Workers Compensation Regulations 1995  
 Electrical Safety (Network Assets) Regulations 1997

#### AUSTRALIAN / WORKSAFE / INDUSTRY STANDARDS

Australian/Worksafe/Industry Standards are prepared by Committees of industry players and the requirements or recommendations contained in published standards are a consensus of the views of representatives and comments received from other sources.

They reflect latest scientific and industry experience.

The objective of the standards is to provide nationally acceptable unified rules for design and detailing and to provide criteria against which structures can be assessed for compliance with relevant design requirements.

For example;

#### AUSTRALIAN STANDARDS

AS/NZS 1576.1:1995 Scaffolding - General Requirements  
 AS 1576.2:1991 Scaffolding - Couplers and Accessories  
 AS/NZS 1576.3:1995 Scaffolding - Prefabricated and tube-and-coupler scaffolding  
 AS 1576 3 Supp 1-1991 Scaffolding - Prefabricated and tube-and-coupler scaffolding - Metal tube-and-coupler scaffolding - Deemed to comply  
 (Supplement to 5. AS 1576.3-1991)

98

AS 1576.4-1991 Scaffolding - Suspended scaffolding  
 AS/NZS 1576.5:1995 Scaffolding - Prefabricated splitheads and trestles  
 AS/NZS 1576.6 2000 Scaffolding - Metal tube-and-coupler scaffolding  
 Deemed to comply with AS/NZS 1576.3  
 AS/NZS 4576:1995 Guidelines for Scaffolding  
 AS 1575-1974 Tubes, couplers and accessories used in metal scaffolding  
 AS 1576-1974 Code of practice for metal scaffolding (known as SAA Metal Scaffolding Code)

#### WORKSAFE STANDARDS

1. WorkSafe Standard National Code of Practice for the Preparation of Material Safety Data Sheets [NOHSC:2011(1994)] March 1994
2. WorkSafe Standard National Occupational Health and Safety Certification Standard for Users and Operators of Industrial Equipment [NOHSC:1006(1995)] January 1995

#### INDUSTRY STANDARDS

1. Industry Standard Precast and Tilt Up Concrete for Buildings August 2000
2. Industry Standard About the Certificate of Electrical Safety

99

3. Industry Standard Rules for Erecting Scaffolding Near Overhead Power Lines NO GO ZONE
4. Industry Standard for Concrete Cutting and Drilling
5. Industry Standard Specification for Asbestos Removal from Buildings and Construction Workplaces

The parties signatories of the VBIA recommend that wherever applicable standards should be used as national benchmarks to enhance quality of life and industry efficiency.

#### CODES OF PRACTICE

- Building and Construction Workplaces (13/1990)
- Confined Spaces (20/1996)
- Demolition (14/1991)
- Demolition (Amendment No.1)(21/1998)
- First Aid In the Workplace (18/1995)
- Foundries (2/1988)
- Hazardous Substances (24/2000)
- Lead (26/2000)
- Manual handling (25/2000)
- Noise (17/1992)
- Plant (19/1995)
- Plant (Amendment No. 1) (23/1998)
- Provision of Occupational Health & safety Information in languages other than English (16/1992)

100

- Safe Use of Cranes in Building Construction Industry (11/1990)
- Safe Work on Roofs (Excluding Villa Constructions) (10/1989)
- Safe Work on Roofs (Excluding Villa Constructions) (Amendment No.1) (22/1998)
- Safety in Forest Operations (12/1990)
- Safety Precautions in Trenching Operations (8/1988)
- Temporary Electrical Installations on Building and Constructions Sites (No.6)
- Tilt-Up Construction (1/1987)
- Workplaces (3/1988)

101

Attachment 8



## Minister for Industrial Relations

Level 5, 1 Macarthur Street  
Melbourne Victoria 3002  
Telephone: (03) 9651 1700  
Facsimile: (03) 9651 1979

October 2000

Our Ref:

Dear VBIA Signatories

On behalf of the Victorian Government I commend the parties to the Victorian Building Industry Agreement on reaching a new agreement. It is a key principle of the Victorian Government to support co-operative relations between employers and their representatives and employees and their unions. Co-operation between industrial parties, as evidenced by this Agreement, produces better opportunities for investment and the creation of jobs in this State.

I am particularly encouraged that the parties to the Agreement have committed themselves to achieving the highest possible standards of occupational health and safety. This Agreement can play an important role in promoting a safe building and construction industry, a priority of the Victorian Government.

The Agreement also provides the parties with dispute settlement procedures and a Disputes Board to settle disputes and produce a more constructive and progressive environment in the industry.

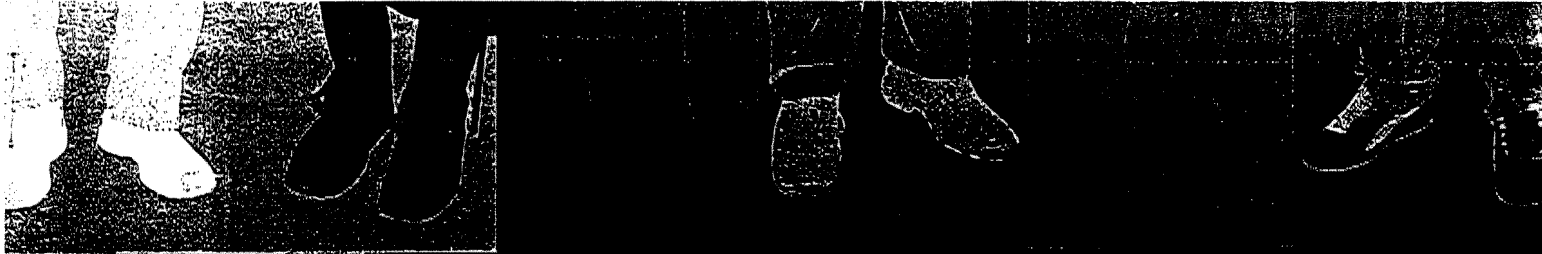
The Victorian Government is committed to the development of a professional and sustainable building and construction industry. It is hoped that this Agreement will help achieve these aims and result in improved productivity and efficiency. I encourage the parties to the Agreement to continue to work co-operatively in order to grow the industry and with it the Victorian economy.

Yours sincerely

  
**MONICA GOULD**  
Minister for Industrial Relations







# Industrial Relations Victoria

## Attachment 9

### Code of Practice for the Building and Construction Industry Victoria

### Industrial Relations Principles

January 2003

These revised principles should be read in conjunction with the *Victorian Code of Practice for the Building and Construction Industry* and replace the reference to industrial relations elements in Section 2 of the Code.



## **CONTENTS**

### **2. INDUSTRIAL RELATIONS**

- 2.1 Overview
- 2.2 Awards and Legal Obligations Relating to Employment
- 2.3 Workplace Arrangements
- 2.4 Project Agreements
- 2.5 Membership of Industrial Associations
- 2.6 Dispute Settlement
- 2.7 Industrial Impacts
- 2.8 Compliance

## 2.1 Overview

It is agreed by the parties that the following industrial relations principles will apply to Victorian Government funded construction projects. The building and construction industry in Victoria supports a cooperative approach in the management of industrial relations.

Employer and industry associations, unions, contractors, sub-contractors, consultants and suppliers shall:

- Comply with standards of behaviour in the Code;
- Adopt and promote a cooperative approach to industrial relations;
- Communicate honestly and openly with other industry participants; and
- Have a commitment to a best practice working environment.

All parties shall provide employees and applicants for employment equality of opportunity regardless of sex, race, colour, national origin, age, religion or physical or mental disability.

## 2.2 Awards and Legal Obligations Relating to Employment

All parties must comply with the provisions of:

- applicable federal awards and registered enterprise bargaining agreements;
- to the extent that the parties are legally bound by, and the work comes within the scope of, industrial agreements made between unions and employer organisations such as the Victorian Building Industry Agreement, and the procedures contained therein; and
- legislative requirements.

Arrangements or practices designed to avoid awards, registered agreements and/or legislative obligations are not permitted, including inappropriately treating a genuine employee as an independent contractor and inappropriate application of taxation arrangements.

### 2.3 Workplace Arrangements

Workplace arrangements are important elements in achieving continuous improvement and best practice and should:

- reflect the needs of the enterprise;
- improve remuneration and conditions; and
- increase productivity

Subject to legislative obligations, workplace arrangements might encompass:

- improved occupational health, safety and rehabilitation practices;
- training and skill formation strategies, including Apprenticeships; and
- co-operative, flexible enterprise relationships and practices.

A party must not, directly or indirectly, pressure or coerce another party to enter into, or to vary or to terminate an enterprise agreement. Nor may they pressure or coerce them about the parties to and/or the contents or the form of their enterprise agreements. This does not prevent action sanctioned by relevant industrial relations legislation.

### 2.4 Project Agreements

Project agreements incorporating site-wide payments, conditions or benefits may be negotiated where the strategy had first been authorised by the Principal. Payments, conditions and/or benefits in a project agreement must be related to improved productivity measures in time and or/cost saving performance. 'Time and/or cost saving performance' means achieving a reduction of either the period of construction and/or a reduction in the construction cost to the benefit of the Principal.

As a general principle project agreements will only be appropriate for major contracts, as defined by the Principal from time to time.

Typically, major contracts will have some or all of the following features: an extended construction period, high cost, identifiable contract packages within an overall program of works, rapidly changing technology, particular skill formation strategies,

special industrial requirements, and presence of both private and public sector projects/investments.

The integrity of individual enterprise agreements must be maintained. However, there may be a provision in the relevant enterprise agreement that enables the parties to the enterprise agreement to encompass provisions in a project agreement.

The parties to project agreement will not use any term in the project agreement for a precedent on any other project and/or for any other purpose. It is preferable that the project agreement is certified.

#### **2.5 Membership of Industrial Associations**

Participation in industrial relations by employees and employers and responsible representation by industrial associations is encouraged.

#### **2.6 Dispute Settlement**

All parties are required to make every effort to resolve grievances or disputes at the enterprise level, in accordance with the procedure outlined in the relevant award or workplace arrangements. The status quo that existed prior to the dispute shall prevail, and work is to continue normally without prejudice to any of the parties while relevant procedures are being followed.

Where an unsafe condition exists on a construction project, work is to continue in all areas not affected and the employer must act promptly to rectify the conditions. All parties must cooperate to ensure that safety rectification work commences immediately. Once safety rectification work is completed, and there is safe access, work will immediately resume in that area.

No payment shall be made to an employee in relation to a period during which the employee was engaged in industrial action, unless such payment is authorised as per the provisions of clause 2.2 of this Code.

#### **2.7 Industrial Impacts**

The principal, client or head contractor, as applicable must be advised during the progress of the work, and at the earliest opportunity, of any industrial relations and/or

occupational health and safety matter, which may have an impact on the construction program and/or the contract, project costs, or other related contracts.

To ensure this, the parties involved in the construction project, including the relevant government agencies, should establish an effective and clear reporting process. Agencies should ensure effective communication arrangements are in place.

**2.8 Compliance**

Section 7.1 and 7.2 of this Code of Practice provides for compliance and breaches of this Code of Practice. With respect to the industrial relations elements of this Code of Practice, the "Minister" referred to in s7.1 and s7.2 is the Minister for Industrial Relations, and the "Secretary or an approved nominee" referred to in s7.1 and s7.2 is, effectively, the Executive Director, Industrial Relations Victoria.

In terms of occupational health and safety and security of payment legislation, Industrial Relations Victoria will report to the relevant parties on any industrial relations consequences.

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For ease of reference, the provisions of clauses 7.1, 7.2, and 7.3 of the *Victorian Code of Practice for the Building and Construction Industry* are incorporated:

28

**7.1 Compliance**

The Minister has overall responsibility for the implementation of the Code.  
The Secretary (or an approved nominee) is the central monitoring and review authority for the Code.  
The Secretary (or an approved nominee) shall determine any matter relating to the interpretation or clarification as between the National Code and this Code.  
Monitoring compliance with specific statutory requirements remains the responsibility of the government agency which administers those requirements.

**7.2 Breaches**

*7.2.1 General principles*

Any party wishing to report an alleged breach of the Code must do so in writing to the Secretary (or an approved nominee). Such report must include:  
- details of the circumstances and extent of the alleged breach or breaches; and  
- a copy of any written information or advice exchanged in relation to the matter.  
The party reporting the alleged breach must notify the party alleged to have breached the Code of the report. The Secretary (or an approved nominee) must provide a copy of the report to the party alleged to have breached the Code. The Secretary (or an approved nominee) must give the party alleged to have breached the Code an opportunity to make submissions to the Secretary (or an approved nominee). Parties reporting alleged breaches must be informed of the investigations made and any action taken.  
The Secretary's approved nominee may, or will, if requested by a party, liaise with the relevant industry association representing the party alleged to have breached the Code.  
The Secretary will report all proven breaches to the Minister.  
In connection with an investigation or a review, the Secretary (or an approved nominee) has