

This model clause in relation to hot weather is included in AWU
Construction Enterprise Agreements.

36.8 Hot Weather Guidelines

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

36.9 Working Arrangements

The current industry practice whereby all employees on site working in direct sunlight were relocated to shaded or air-conditioned areas when the temperature reached 32°C, will no longer operate.

- a) At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- b) Once the temperature reaches 35°C work will cease, and workers may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Award shall apply.
- c) During periods of hot weather, work in air conditioned environments shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities and the air-conditioned work space, provided it does not pose a serious threat to their health or safety.
- d) By agreement with the OH&S committee and head contractor during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.
- e) It is expressly agreed that, other than as provided for in 36 work shall not cease at any temperature below 35°C, and any stoppage of work prior to 35°C shall be a breach of this Agreement, rendering the employees ineligible for any payment which may otherwise accrue.

36.10 Temperature Measurement

- a) Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to) Melbourne, Moorabbin, Dunns Hill, Melbourne Airport, Frankston, and Point Wilson. At the commencement of each project, the onsite management and employee representatives shall agree which is to be the applicable

automatic weather monitoring station or shall determine an alternative method of temperature measurement.

36.11 Shift Workers

All shift workers (ie workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a minimum two hours, holding themselves available to commence work should the temperature fall below 35°C.

36.12 Entitlement to Payment

An employee shall be entitled to payment by the employer for ordinary time lost through inclement weather for up to 32 hours in every four weeks. For the purpose of this sub-Clause the following conditions shall apply;

- a) The first period shall be deemed to commence on 28 February 2005 and subsequent periods shall commence at four weekly periods thereafter.
- b) An employee shall be credited with 32 hours at the commencement of each four weekly period.
- c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.
- d) If an employee commences employment during a calendar month the employee shall be credited 32 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; 16 hours where the employee commences on any working day within the third week; and 8 hours where the employee commences on any working day within the fourth week.
- e) No employee shall be entitled to receive more than 32 hours inclement weather payment in any calendar month.
- f) The number of hours credited to any employee under this Clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- g) Payment under this Clause shall be weekly.
- h) Provided further and subject to this clause hereof, an employee working on a part-time basis pursuant to the Award shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate entitlement shall be as follows:

$$32 \times \frac{\text{Number of hours agreed to be worked during the four week period}}{152}$$

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36.12 Transfers

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

- a) No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employees' classification.

- b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- c) Employees may be transferred from one site to another site and the employer shall provide, where necessary, transport.

36.13 Completion of Concrete Pours and Emergency Work

- a) Except as provided in this sub-Clause an employee shall not work or be required to work in the rain.
- b) Employees shall not be required to start a concrete pour in inclement weather.
- c) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- d) If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee shall, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- e) The provisions of clause 36.13 hereof shall also apply in the case of emergency work where the employees concerned and their delegates agree that the work is of an emergency nature and can start and/or proceed.

36.14 Safety

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