



CFMEU WA SAFETY GUIDANCE

24/11/2016

Site Inclement Weather Procedure Agreement

Preamble

In January 2013, Form worker Glenn Newport was killed at work after being exposed to extreme temperatures. In 2016, the Coroner (John Hutton) in his findings made the following observation: *"a code of practice should be devised for any industry where workers are exposed to extreme heat including agriculture, mining and the building or landscape industries"*. In the absence of a Code of Practice in Western Australia, the Site Inclement Weather Procedure Agreement will provide a minimum standard that all subcontractors, employees and visitors will observe during periods of inclement weather.

He also recommended it include a *"cut-off temperature"* to stop work, provisions for night-time shifts when heat is dangerous, and *"objective"* criteria when ill workers should be evacuated to a hospital. *"This incident might easily have happened on any number of other work sites."* Mr Hutton said the policies of Mr Newport's employer and the industry were *"inadequate"*.

This Inclement Weather Procedure Agreement read in conjunction with the inclement weather provisions of the relevant industrial instrument sets out the full rights, obligations and entitlements of the Parties and establishes the conditions under which payment for periods of inclement weather will be made. Where there is any inconsistency between the industrial instrument and this procedure the terms of this procedure shall prevail to the extent of the inconsistency.

1.1 The purpose of this agreement is to set out the site procedures and processes which must apply concerning the suspension of work in areas exposed to inclement weather as defined.

1.2 Definition of Inclement Weather

Inclement weather will mean the existence of rain or abnormal climatic conditions (whether they be those of lightning, hail, cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these) in which it is either not reasonable or not safe for Employees exposed to these conditions to continue working.

- (a) All necessary steps will be taken to ensure a full working understanding of the inclement weather standards, as contained in this procedure, is achieved and maintained by the management and Employees.
- (b) Should a portion of the project be affected by inclement weather, all other Employees not affected will continue to work in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather.
- (c) Should a portion of the project be affected by inclement weather, Employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed in this clause.
- (d) Prior to any Employee leaving the site due to inclement weather, consultation will take place between Employees and site management and their respective employer. An Employee will not work or be required to work in the rain or where the temperature reaches or exceeds 37.5°C.
- (e) If an Employee's clothes become wet as a result of working in the rain during emergency work the Employee will, unless the Employee has a change of dry working clothes available, be provided with dry clothing or allowed to go home.
- (f) If an Employee is required to remain at work during periods of inclement weather to perform emergency work they will be paid at the rate prescribed by their relevant industrial instrument.

1.3 Dewatering

- (a) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the *Occupational Safety & Health Act 1984* (WA), Employees will assist in 'dewatering' their own work site or area if it is so affected.

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- (b) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the Parties, then dewatering will proceed as above-

1.4 Conference requirement and procedure

- (a) The Employer, or the Employers' representative, when requested by the Employees' will confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference.

1.5 Cessation and Resumption of Work

- (a) At the time Employees cease work due to inclement weather the Employer or the Employers representative on site and the Employees will agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the Employees will resume work and the time will be similarly agreed and noted.

1.6 Hot Weather Guidelines

- (a) Under this Agreement, temperature of or above 37.5°C will be defined as constituting 'inclement weather' for work in the Perth Metropolitan area. This definition will be subject to review in other regions.
- (b) When it is expected that the temperature will be 37.5°C or more, or when the temperature approaches 37.5°C, the Parties on site will confer with the on-site safety committee (however described) and/or on site Employee Representatives 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 work health and safety procedure developed, adopted and managed on this project.
- (d) **Working Arrangements**
 - (i) On days when the weather is predicted to reach or exceed 37.5°C, work must be planned on the preceding day by the Employer, or the Employers' representative and the employee's representative. Planning must include controls to mitigate the onset of fatigue, dehydration, heat exhaustion and heat stroke.
 - (ii) Employees will be monitored for signs and symptoms of fatigue, dehydration, heat exhaustion and heat stroke. All monitoring of employees must be conducted by a trained and competent person
 - (iii) Monitoring of employees shall commence once the temperature reaches 30.0°C. All monitoring must be conducted by trained and competent personnel.
 - (iv) 15 minute rest breaks must be structured on the hour in air-conditioned crib rooms
 - (v) Adequate cool drinking water sun brims, face skins and sunscreen must be provided to all employees work areas.
 - (vi) Shade structures are to be provided for employees working in exposed areas
 - (vii) Work will cease once the temperature reaches 37.5°C, provided that the task or activity being performed is completed to a safe stage.
 - (viii) Where the temperature is 37.5°C or reaches 37.5°C affected Employees will cease work for the day, pack up tools and equipment, and leave site for the remainder of the working day.
 - (ix) During periods of hot weather, work in air conditioned environments will continue as normal, Employees 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.

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(e) **Temperature Measurement**

The temperature will be measured by the nearest automatic Perth Bureau of Meteorology Monitoring Station. At the commencement of each project, the onsite management and Employees will agree which is to be the applicable automatic weather monitoring station or will determine an alternative method of temperature measurement.

(f) **Shift Workers**

All shift workers (i.e. Employees whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 37.5°C will remain on site in air conditioned amenities for 4 hours, holding themselves available to commence work should the temperature fall below 37.5°C.

1.7 Transfers

(a) 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:

- (i) 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.
- (ii) Employees may be transferred from one site to another site and the Employer will provide, where necessary, transport.

1.8 Completion of Emergency Work

- (a) Except as provided in this clause an Employee will not work or be required to work in the rain.
- (b) Employees will not be required to start a task 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 in the case of wet weather will 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 will, unless the Employee has a change of dry working clothes available, be allowed to go home and will be paid as though they had remained at work.
- (e) The provisions of clauses 1.8(c) and 1.8(d) will also apply in the case of emergency work where the Employees concerned and their representatives agree that the work is of an emergency nature and can start and/or proceed.

1.9 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 will remain on site. The Employee will be paid for such time without reduction of the Employees' inclement weather entitlement.

(a) **Rain at Starting Time**

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

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- A. The rain stops; or
- B. A fully covered walkway has been provided; or
- C. The sheds are under cover and the Employees can get to the dry area without being required to be unreasonably exposed to the rain; or
- D. Adequate protection is provided. Protection will, where necessary, be provided for the Employee's tools.

Authorised Mick Buchan State Secretary CFMEU WA 80 Beaufort Street Perth

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