



**ACCIONA CONSTRUCTION AUSTRALIA
NSW TRANSMISSION AGREEMENT
2024 -2028**

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1 Definitions

In this Agreement the following definitions will apply:

"**ACIRT**" means the Australian Construction Industry Redundancy Trust.

"**Agreement**" means the ACCIONA Construction Australia and AWU & ETU NSW Transmission Enterprise Agreement 2024 – 2028.

"**All Purpose Rate**" means the wage rate provided at Appendices A and B of this Agreement plus any applicable all-purpose allowance as prescribed within this Agreement for ordinary hours.

"**Broken Shift**" means as prescribed at clause 6.3 (for Day Workers) and clause 6.4.6 (for Shift Workers).

"**Building and Construction Award**" means the Building and Construction General On-Site Award 2020 (MA000020), as at the date of approval of the Agreement.

"**Camp Based Employee**" means any Employee who resides in a Project Camp Accommodation for the duration of their rostered cycle.

"**Certificate**" means any certificate provided by a Registered Training Organisation provider that outlines competencies obtained.

"**Client**" means an organisation who the Company is contracted to provide services.

"**Close Relative**" of the Employee is a person who is a member of the Employee's immediate family or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

"**Commencement Date**" means the seventh day after the Agreement has been formally approved by the Fair Work Commission.

"**Company**" means the ACCIONA Construction Australia Pty Ltd. "**Company**" has the same meaning as "**Employer**" as is defined in the FW Act.

"**Consultative Committee**" means the committee established in accordance with this Agreement.

"**Continuous Shift Worker**" for the purposes of the National Employment Standards (NES), means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.

"**Contract Works**" means any Electrical work, Linework, Rigging or dogging work.

"**Critical Work**" means demobilising a mobile crane, completion and protection of concrete pours, critical shutdown activities, emergency work and any work required to ensure safety that if not performed urgently would create an imminent risk that would endanger persons or property or ensure environmental legal compliance.

"**Day Shift**" means a shift starting on or after 6.00am and before 10.00am on any days of the week, as agreed by the parties. A Day Shift may commence prior to 6.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

"**Day Worker**" means an Employee engaged to commence work at or after 6.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior to 6.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings.

Commencement before 5.00am will be considered overtime. For the avoidance of doubt, a Day Worker is not a Shift Worker.

“**Electrical Award**” means the Electrical, Electronic and Communications Contracting Award [MA000025], as at the date of approval of the Agreement.

“**Employee**” means a person employed by the Company, who performs work covered by the scope set out in clause 2.3 of this Agreement, and who is engaged in one of the Classifications at Appendices A or Appendix B of this Agreement, in respect of that particular employment.

“**Family and domestic violence**” means violent, threatening or other abusive behaviour by a close relative of an Employee that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.

“**FW Act**” means the Fair Work Act 2009 (Cth), as amended from time to time.

“**FWC**” means the Fair Work Commission.

“**Health and Safety Representative**” is as defined in the WHS Act.

“**Ordinary Hours**” means the ordinary hours that the Employee is required to work, being up to 8 hours per day, Monday to Friday inclusive, and an average 36 hours per week worked over a 4-week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1(b))

“**National Employment Standards**” (NES) are minimum standards applying to employment conditions, prescribed in the FW Act.

“**Night Shift**” means a shift starting at or after 6.00pm and before 5.00am, unless agreed between the parties, on any days of the week.

“**Party**”, “**Parties**”, and “**parties**” means as prescribed at clause 2.2 as the context may require.

“**Phase 1**” means works including but not limited to access tracks, vegetation control, site preparation works and earthworks.

“**Phase 2**” means works including but not limited to the assembly and erection of transmission structures.

“**Phase 3**” means installing transmission structure hardware including but not limited to spacers, insulators, dampers, jumpers, stringing overhead transmission conductors, tensioning overhead transmission conductors, terminating overhead transmission conductors, overhead transmission linework and all activities incidental to or necessary for the performance of linework.

“**Phase 4**” means substation and energy hub installation works, excluding the preparatory works other than the laying of electrical conduits and cabling for the Construction of the substations and energy hubs.

“**Project**” means the Project which is nominated by the Company within the Employees Letter of Engagement.

“**Protect**” means Protect Redundancy and Severance Fund

“**Safety Committee**” means a committee established in accordance with the WHS Act.

“**Serious Misconduct**” or “**Wilful Misconduct**” includes, but is not limited to, ‘serious misconduct’ as defined in the FW Regulations, any serious or persistent breach of this Agreement or the Company’s code/s of conduct / policies, dishonesty, fraud, theft, breach of

serious safety procedures/policy/protocols, wilful damage to Company property, harming or threatening co-workers, breach of the Company's alcohol and other drugs in the workplace policies and/or procedures (including, for example, drug and alcohol testing procedures), workplace smoking policy, gross negligence, unauthorised, frequent or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement

"Shift Worker" means an Employee engaged to work continuously for five or more shifts on either Day Shift or Night Shift and who rotates between these shifts.

"Supplementary Labour" means any labour hire agency employee and group training employee, performing work that would be covered by this Agreement if it was performed by the Employees; and any contractor performing Contract Works that would be covered by this Agreement if it was performed by the Employees.

"Wage Rate", "Base Rate of Pay", "Ordinary Time Hourly Rate", or "Ordinary Time Rate" means the Employees base hourly rate of pay as set out in Appendices A and B of this Agreement.

"WHS Act" means the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2017 (NSW), and associated regulations, as amended from time to time.

"WHS" means Work, Health and Safety.

"Work Health and Safety Committee" means a committee established in accordance with the WHS Act.

2 APPLICATION OF AGREEMENT

2.1 Title

This Agreement will be known as the ACCIONA Construction Australia and AWU & ETU NSW Transmission Enterprise Agreement 2024 – 2028 (“the **Agreement**”).

2.2 Application & Coverage

The Agreement covers and applies to each of the following parties:

- a. ACCIONA Construction Australia Pty Ltd (“the **Company**”); and
- b. The Australian Workers’ Union (“the **AWU**”); and
- c. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch (“the **ETU**”); and
- d. All persons employed by the Company in New South Wales who perform work covered by the scope set out in clause 2.3 of this Agreement, and who are engaged in Classifications prescribed in Appendices A and B of this Agreement, in respect of that particular employment (“the **Employees**”).

2.3 Scope

- a. The works undertaken by the Company in Transmission Line Construction under the classifications set out in Appendix A and Appendix B within the State of New South Wales.
- b. This Agreement does not apply to any enterprise agreement the Company makes after the date on which this Agreement is certified that covers specific works or Projects that fall within the scope of this Agreement.

2.4 Date and Period of Operation

- a. This Agreement will take effect seven (7) days after it is formally approved by the Fair Work Commission (FWC) and shall have a nominal expiry date of 6 August 2028.
- b. This Agreement will remain in operation after its nominal expiry date until replaced by another agreement or terminated, in accordance with the FW Act.

2.5 Relationship to the FW Act, Other Awards and Agreements

- a. This Agreement operates consistent with Chapter 2 of the FW Act to provide terms and conditions of employment for Employee(s) of the Company who are covered by this Agreement.
- b. The Awards listed below are those relevant for the purpose of applying the better off overall test in accordance with the FW Act to the classifications contained in each Appendix:
 - i. the Building and Construction General On-Site Award 2020; and
 - ii. the Electrical, Electronic and Communications Contracting Award 2020 and the Electrical Power Industry Award 2020.

- c. This Agreement will be read in conjunction with the NES.
- d. Where the Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:
 - i. Those terms operate in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit; and
 - ii. The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to this Agreement entitlement.
- e. This Agreement is stand-alone and has been developed by the parties to this Agreement to reflect and accommodate the specific circumstances of the work and classifications covered by its terms.
- f. While this Agreement operates, it will, to the extent permitted under the FW Act, apply to the exclusion of all modern awards or other enterprise agreements defined or described in the FW Act, or award based transitional instruments or agreement based transitional instruments defined or described in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth), or any unregistered industrial instrument.

2.6 No extra claims

- a. The Parties bound to this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.
- b. Subject to the rights of the parties pursuant to Part 2-4, Division 7 of the Fair Work Act 2009, it is a term of this Agreement that the Company, Employees and the Unions signatory to this Agreement will not pursue any further claims during its period of operation.

3 CONDITIONS OF EMPLOYMENT

3.1 Workplace Flexibility

- a. Workplace flexibility is a condition of Employees' employment. Employees will be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skill, competence and any licencing requirements as determined by the Company. There will be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.
- b. The Company may direct the Employee, and the Employee will be obliged to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.
- c. Employee(s) may be required to carry out work that they do not normally perform to satisfy the Company's requirements and/or to overcome other operational problems, provided that the Employee has the required skills, competence and any necessary licence to perform the relevant work.

- d. The Employee may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.
- e. As part of the Company's strong commitment to the long term future of the industry, the Company will deliver recognised and accredited training to personnel who show aptitude and ability.

3.2 Individual Flexibility Arrangements

- a. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relation to 1 or more of the following matters:
 - iii. arrangements about when work is performed;
 - iv. the requirement by the Company to work overtime;
 - v. allowances;
 - vi. leave loading;
 - vii. compassionate leave; and
 - viii. leave entitlements.
- b. The arrangement must meet the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and
- c. The arrangement must be genuinely agreed to by the Company and Employee.
- d. The Company will ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under Section 172 of the FW Act; and
 - ii. are not unlawful terms under Section 194 of the FW Act; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- e. The Company must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the Company and Employee; and is signed by the Company and Employee, and a parent or guardian of the Employee if the Employee is under 18 years of age, and
 - iii. includes details of:
 - A. the terms of the Agreement that will be varied by the arrangement; and
 - B. how the arrangement will vary the effect of the terms; and
 - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - D. states the day on which the arrangement commences.
- f. The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- g. The arrangement must not require the approval or consent of a person other than the Company and Employee.
- h. The Company or Employee may terminate the individual flexibility arrangement, as follows:
 - i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the Company and Employee agree in writing – at any time.

3.3 Project Code of Conduct

- a. Employee(s) are to adhere to the Company's general code of conduct, work methods, procedures, guidelines and standards as issued and updated from time to time when on the Project, in proximity of the Project, when in the local community and whilst travelling or being transported to and from the Project. Employees must comply with any policies and procedures that the Company may implement as a lawful direction of the Company. Employees will be provided with access to Company and Project specific Policies and Procedures.
- b. Refusal to comply with any lawful instruction may result in disciplinary action. Each Employee is accountable for:
 - i. complying with appropriate Project environmental and safety and health regulations, policies, procedures and practices and for taking responsibility for their own personal safety and that of their work colleagues; including properly using all appropriate protective clothing and equipment provided by the Company;
 - ii. abiding by Project work rules as specified and as amended from time to time;
 - iii. participating in and abiding by Project cultural heritage and environmental processes;
 - iv. participating in and abiding by Project initiatives to minimise congestion and disruption impacts on the local community (including parking in accordance with Project parking requirements), that may arise from the Project;
 - v. respecting the community (including local residents) and road users;
 - vi. their own personal fitness for work, including alcohol and other drugs testing as directed (both random or for cause).
- c. Employees must follow all lawful instruction given by the Company. Should any Employee not be able to perform their assigned task for any reason whatsoever, it is the Employee's duty to inform the Company immediately. Employees will:
 - i. Be ready, willing and available to perform work, including shift work, weekend work and reasonable overtime, as required by the Company to best meet the needs of the Project;
 - ii. Wear and maintain any clothing, personal protective equipment or uniform provided by the Company while on the Project;
 - iii. Appropriately use operating plant and equipment on the Project;
 - iv. Be ready to commence work at the commencement of paid working time in a fit for work condition;

- v. Comply with any time keeping system implemented by the Company;
- vi. Undergo paid training as required by the Company;
- vii. An employee has a choice of medical practitioner when reasonably required in accordance with the Company's requirements to determine fitness for work/treatment for injury management and rehabilitation purposes that is relevant to the Project
- viii. Pre-employment and annual health checks will be undertaken at the direction of the Company by the Projects preferred medical provider(s).
- ix. Implement changes to work practices and methods designed to improve performance;
- x. Support and actively co-operate in all formal and informal programs initiated by the Company to improve productivity, increase efficiency and flexibility, improve the effectiveness of operations, and reduce costs;
- xi. Comply with the disputes and grievances procedure as set out in this Agreement; and
- xii. Comply with and participate in all safety programs and/or safety management systems as in place from time to time.

3.4 Consultation

- a. This clause 3.4 applies where the Company:
 - i. has made a definite decision on a specific project to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on the Employee(s) (see clauses 3.4(b) to 3.4(j) below); or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of Employee(s) (see clause 3.5 below).
- b. The Company must notify the affected Employee(s) of the decision to introduce the change as outlined in 3.4 (a) (i) and (ii).
- c. The affected Employee(s) may appoint a representative for the purposes of the procedure in this clause.
- d. If the affected Employee(s) appoint a representative for the purposes of consultation, and the Employee(s) advise the Company of the identity of the representative, the Company must recognise the representative.
- e. As soon as practicable after making its decision, the Company must:
 - i. discuss with the affected Employee(s):
 - A. the introduction of the change;
 - B. the effect the change is likely to have on the Employee(s); and
 - C. measures the Company is taking to avert or mitigate the adverse effect of the change on the Employee(s); and
 - ii. for the purposes of the discussion provide, in writing, to the affected Employee(s):

- A. all relevant information about the change including the nature of the change proposed; and
 - B. information about the expected effects of the change on the Employee(s); and
 - C. any other matters likely to affect the Employee(s).
- f. The Company is not required to disclose confidential or commercially sensitive information to the affected Employee(s).
 - g. The Company must give prompt and genuine consideration to matters raised about the major change by the affected Employee(s).
 - h. If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in 3.4 (b), 3.4 (c) and 3.4 (d) above are taken not to apply.
 - i. In this term, a major change is likely to have a significant effect on Employee(s) if it results in:
 - i. the termination or potential termination of the employment of the Employee(s); or
 - ii. major change on a specific project to the composition, operation or size of the Company's workforce or to the skills required of their Employee(s); or
 - iii. the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employee(s); or
 - vi. the need to relocate Employee(s) to another workplace; or
 - vii. the restructuring of jobs.
 - j. For avoidance of doubt, this does not limit or have the effect of limiting the right of the Company to make decisions about redundancy, demobilisation or redeployment of Employees based on operational requirements.

3.5 Change to Regular Roster or Ordinary Hours of Work

- a. The Company must notify the affected Employee(s) of the proposed change to the regular roster or ordinary hours of work of those Employees.
- b. The affected Employees may appoint a representative for the purposes of the procedures in this term.
- c. If the affected Employee(s) appoint a representative for the purposes of consultation, and the Employee(s) advise the Company of the identity of the representative, the Company must recognise the representative.
- d. As soon as practicable after proposing to introduce the change, the Company must:
 - i. Discuss with the affected Employee(s) the introduction of the change;
 - ii. For the purposes of the discussion – provide to the affected Employee(s):

- A. All relevant information about the change, including the nature of the change;
 - B. Information about what the Company reasonably believes will be the effects of the change on the affected Employee(s);
 - C. Information about any other matters that the Company reasonably believes are likely to affect the Employee(s); and
- iii. Invite the affected Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- e. The Company is not required to disclose confidential or commercially sensitive information to the affected Employee(s).
 - f. The Company must give prompt and genuine consideration to matters raised about the change by the affected Employee(s).
 - g. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements. If a term in this Agreement otherwise provides for a change or modification to rosters or the arrangement of ordinary hours, the requirements set out in this clause are taken not to apply.

3.6 Types of Employment

3.6.1 Engagement

- a. Employee(s) will be employed on either a full-time, part-time or casual basis. At the time of their engagement, the Company will inform each Employee of the terms of their engagement.
- b. Except where an employee is engaged on a casual basis, the first three (3) months of employment will be deemed a probationary period, as set out in clause 3.7.

3.6.2 Full-time Employment

- a. A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week over a 4-week period, plus any reasonable additional hours as required by the Company.
- b. Full-time Employee(s) will be engaged on a weekly contract of employment.

3.6.3 Part-time Employment

- a. A part-time employee is an employee who is engaged to work fewer than 36 ordinary hours per week.
- b. For each ordinary hour worked, a part-time employee will be paid no less than 1/36th of the of the Wage Rate for the relevant classification, and pro-rata entitlements for those hours.
- c. The Company will inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

- d. Before commencing a period of part-time employment, the Company and an Employee will agree in writing:
 - i. that the Employee may work part-time;
 - ii. the hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);
 - iii. the classification in Appendix A or Appendix B as relevant that applies to the work to be performed; and
 - iv. the period of part-time employment.
- e. The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Company.

3.7 Probation Period

- a. The Employee’s employment with the Company will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the Employee’s suitability for the position will be assessed.
- b. Despite clause 3.8, or for any reason, an Employee’s employment may be terminated at any time during the probationary period by either party giving one week’s notice of termination or at the Company’s sole discretion, payment or forfeiture in lieu of such time.

3.8 Termination of Employment

- a. Other than in the case of a casual employee, to terminate the employment of a full time or part time employee the Company shall give to the employee the period of notice specified in the table below, or payment in lieu thereof.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- b. In addition to this notice, employees over 45 years of age at the time of the giving of notice with not less than two (2) years continuous service, are entitled to an additional one (1) week’s notice.
- c. The period of notice to be given by an Employee (other than a casual Employee) will be one (1) week.

- d. Where an employee is paid under the RDO system and has accrued a credit towards an RDO, such credit shall be taken into account in calculating wages due on termination.
- e. Where notice has been given an employee shall continue in employment until such notice expires.
- f. Where payment is made in lieu of notice calculations shall be made as if the Employee continued in employment until the end of the notice period.
- g. Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay or part thereof, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period
- h. In the case of an Apprentice, prior to any termination of employment, the Company shall ensure that the training records of affected employees are current and up to date & in line with the relevant industry requirements. If this isn't provided, then the affected Employee/s shall remain employed until such time these are provided.
- i. Where an Employee resigns without giving the required notice, or gives notice but leaves before the end of the notice period, the Employee will forfeit payment for the notice period (or that part of the notice period not worked), of not more than one week's wages from any money owed by the Company. This provision will not be applied as to exclude an employee's entitlements under the NES
- j. Employees will only be entitled to payment up to and including their last day of attended work where the Employee has abandoned their employment.
- k. Notwithstanding the notice provisions of this clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for Serious Misconduct or Wilful Misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal. This provision will not be applied as to exclude an employee's entitlements under the NES
- l. If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the Employee may elect to take accrued authorised leave for the period during which the Employee is unable to perform their duties, however;
 - i. if the accrued authorised leave available to the Employee is insufficient to cover the period during which the Employee is unable to perform the duties, or;
 - ii. the Employee does not elect to take such accrued leave, then;
 - iii. the employment may terminate through frustration of the employment contract, in which case the Company may not be required to give notice or make payment in lieu of notice, or make any other payment on termination other than those, if any, required by statute;
 - iv. Before the Company initiates or makes a decision to terminate under this clause, and at the sole discretion of the Company, a review of leave without pay and/or retraining will be conducted prior to the Employee being terminated.

3.9 Absence from Work

- a. This clause 3.9 operates subject to the National Employment Standards (NES).

- b. Employee(s) have a responsibility to notify their supervisor by telephone or text message of any absences from work as soon as practicable. Unless a provision of this Agreement or the FW Act states otherwise, an Employee not attending for duty loses their pay for the actual time of such non-attendance.
- c. This clause 3.9 applies where the Company is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Company. For the avoidance of doubt, the Company will not take action under this clause against an Employee who is entitled to be on leave or absent under the NES or this Agreement.
- d. The Company will make a genuine effort to contact the Employee. If the Company is able to contact the Employee, the Company will require the Employee to provide substantive justification for their absence. The Company reserves the right to take disciplinary action where this explanation is not satisfactory.
- e. Where the Company is unable to communicate with an Employee, having attempted to use all available methods to contact the Employee and provide them with an opportunity to give an explanation to the Company for their absenteeism, the matter will be dealt with pursuant to clause 3.8 (I) above.

3.10 Standing down of Employees

- a. Despite anything elsewhere contained in this Agreement, the Company, in accordance with the FW Act, will have the right to deduct or withhold payment for any day (or part of a day) an Employee cannot be usefully employed because of industrial action.
- b. Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.
- c. In the event that latent geological conditions, or breakdown of machinery or equipment, or a stoppage of work for any cause for which the Company cannot reasonably be held responsible, which may require the Project to be suspended, the Company may take the following steps;
 - i. the Company will consult with affected Employee(s) regarding the possibility of suspension, and
 - ii. the Company will take all reasonable steps to explore all possible options to ensure the Project continues.
- d. Once steps (c)(i) and (c)(ii), above, have been taken, the Company has the right to stand down an Employee without pay for any day or part of a day for which the Employee cannot do work due to any cause for which the Company cannot reasonably be held responsible in accordance with section 524 of the FW Act.
- e. By consultation and agreement, in the event of an Employee being stood down in accordance with this clause 3.10, the Company may authorise the taking of paid or unpaid leave.

3.11 Temporary Foreign Labour

- a. The parties acknowledge that to ensure that there is an ongoing supply of workers who can perform work for the Company, the training of and upskilling of Employees is paramount.

- b. The Company must ensure that no person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958) is employed to undertake work unless:
 - i. the position is first advertised in Australia; and
 - ii. the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
 - iii. any skills or experience requirements set out in the advertising were appropriate to the position; and
 - iv. they have a valid visa that provides work rights.
- c. The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.

3.12 Dispute Settlement Procedure

- a. The parties agree to use their best endeavours to prevent industrial disputes. However, if a dispute arises then the parties will attempt to resolve the dispute as quickly as possible and continue to work without interruption or disruption while the dispute is being resolved. No party will be prejudiced as to final settlement of the dispute by continuance of work under the dispute settlement procedure in this Agreement.
- b. In all other cases of disputes arising over the application of the Agreement, matters pertaining to the employment relationship and/or the NES, this clause 3.12 shall apply.
- c. Where another clause in the Agreement expressly provides for the resolution of a particular dispute the provision in that clause shall prevail over this clause.

Step 1:	Any dispute will, in the first instance, be discussed between the Employee(s) concerned and the immediate team leader / supervisor involved. The team leader / supervisor must make a genuine attempt to resolve the matter in a timely manner.
Step 2:	If the matter cannot be resolved in Step 1, the matter will be referred to the appropriate line manager who will attempt to resolve the matter in a timely manner.
Step 3:	If not resolved in Step 2, the matter shall be immediately referred, for discussion, jointly to a manager with industrial relations responsibility and the employee(s), who shall be informed that they are allowed to have a representative of their choice at such discussions.
Step 4:	If the matter is still not resolved at Step 3, it will be referred to Fair Work Commission (FWC). The FWC may conciliate the matter and if the matter remains unresolved, then arbitrate. The decision made by the FWC in arbitration will be binding on the parties to the dispute, subject to either party exercising a right of appeal against the decision to a Full Bench of the FWC.

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- d. While the dispute settlement procedure in this clause 3.12 is being followed, the parties must ensure that industrial action does not occur, the circumstances that existed prior to the dispute or grievance or claim prevail, and work continues as normal without detriment to any of the parties. The parties acknowledge the value of open communication and mutual respect when resolving a dispute or grievance or claim and will apply both during dispute resolution.
- e. For the purposes of this clause 3.12:
 - i. Any reference to Employee(s) also includes any person or delegate the Employee(s) has chosen to support or represent the Employee(s) throughout this dispute prevention and settlement process; and
 - ii. Any reference to the Company also includes any person or organisation the Company has chosen to support or represent the Company throughout this dispute prevention and settlement process.
- f. Nothing in this clause will affect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
- g. Disputes or grievances about safety issues must be isolated from industrial matters and will not be dealt with according to the procedures set out in this clause. Such safety issues are to be dealt with under clause 4.11. However, an issue of non-compliance with the processes in clause 4.11 may be raised under this clause 3.12.

3.13 Workplace Reform/ Consultative Mechanisms

- a. The Parties to this Agreement agree that effective consultation processes are essential for continuous workplace reform and that Employee(s) will be appropriately consulted in respect of issues that impact on their employment conditions.
- b. The Parties agree that there will be a Consultative Committee comprising representatives of Employees and appropriate Company representation.
- c. The parties agree that, where practicable, the Employee representatives on the Consultative Committee will be made up by an equal number of workers from Phase 1 & 2 of the works and Phase 3 & 4 of the works.
- d. Elections for Employee representatives must occur every 12 months or earlier if requested by a majority of Employees.
- e. The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.
- f. The Consultative Committee shall meet on a quarterly basis, or as agreed by the members of the Consultative Committee, and aims to:
 - i. enable the Company and employees to continuously improve their performance;
 - ii. ensure that local working conditions are adequate;
 - iii. Develop & foster effective communication, team building and participation within the work location and with other parts of the Company.

- iv. Contribute to improved productivity including development of employees' skills and career opportunities; and
- g. The Company is not required to disclose confidential or commercially sensitive information to relevant Employees.
- h. When required by clause 3.4, separate to the Consultative Committee process, the Company must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees. The Company may first consult with the Consultative Committee about these issues where it considers it appropriate to do so.
- i. The Company will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.
- j. The AWU & ETU NSW Branch Secretary(s) or their nominee will have a standing invitation to all consultative committee meetings.

3.14 Counselling and Disciplinary Procedure

- a. This procedure is to be followed for all disciplinary cases of unsatisfactory performance (includes absenteeism) or conduct, or for breach of Project code/s of conduct (clause 3.5), or for breach of procedures including, but not limited to, safety, environmental, sexual harassment and workplace bullying. This procedure will not apply to Employee(s) engaged on a probationary basis.
- b. In order that a work culture of integrity and mutual trust is maintained, Employee(s) and the Company will abide by the procedure outlined below. At the request of the Employee, the Employee may choose to be represented at any stage of the counselling and disciplinary process by a representative of their choice.

3.14.1 Step 1 – Verbal Warning / Counselling

- a. Where the Company has a concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:
 - i. An explanation of the concern and the performance and/or conduct expectations of the Company will be given;
 - ii. The Employee will be given an opportunity to provide an explanation;
 - iii. The Company will consider this explanation and any relevant facts;
 - iv. If the Company considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is a verbal warning. At that time the Company will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's performance or conduct, may lead to further warning/s;
 - v. The verbal warning is to be documented and a copy provided to the Employee; and
 - vi. The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

3.14.2 Step 2 – First Written Warning/ Improved Performance

- a. If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Company has a further concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this Step (2) will be taken:
 - i. The Company will explain its concern with the standards of performance and/or conduct of the Employee;
 - ii. The Employee will be given an opportunity to provide an explanation;
 - iii. The Company will consider this explanation and any relevant facts;
 - iv. If the Company considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the verbal warning (at Step 1) and the opportunity previously given for improvement. The warning issued under this Step 2 will inform the Employee that it is a written warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct may lead to dismissal without further warning; and
 - v. The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

3.14.3 Step 3 – Final Written Warning/ Improved Performance

- a. If the Employee fails to meet agreed standards of improvement in accordance with Step 1 and 2, or if the Company has a further concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this Step (3) will be taken:
 - i. The Company will explain its concern with the standards of performance, attendance and/or conduct of the Employee;
 - ii. The Employee will be given an opportunity to provide an explanation;
 - iii. The Company will consider this explanation and any relevant facts;
 - iv. If the Company considers that the Employee's explanation is not reasonable, a further written warning is to be given referring to the verbal warning (at Step 1), the First Written Warning (at Step 2) and the opportunity previously given for improvement.
 - v. The warning issued under this Step 3 will inform the Employee that it is a second written warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct may lead to dismissal without further warning; and
 - vi. The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

3.14.4 Step 4 – Dismissal

- a. If the Employee has failed to meet reasonable stated standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Company has a further concern about the performance, attendance and/or conduct of the Employee

regarding reasonable standards of performance and/or conduct following Step 3, the following process will be taken:

- i. The Company will explain its concern with the Employee's performance and/or conduct;
 - ii. The Company will give the Employee an opportunity to provide an explanation;
 - iii. The Company will consider the explanation and any relevant facts; and
 - iv. If the Company considers that the Employee's explanation is not reasonable, notice of dismissal (or payment in lieu of notice) may be given by the Company.
- b. While in most cases each step of the procedure will be followed in sequential order, in certain cases breaches of procedures may result in an Employee going straight to Step 3 or Step 4 of this procedure to give adequate attention to the particular breach and to ensure the disciplinary action is appropriate in the circumstances.
- c. This procedure does not take away the right of the Company to dismiss an Employee without notice for serious or wilful misconduct (refer to clause 3.8 (k) and (l)) or the right of an Employee to seek advice from his/her nominated representative at any stage of the above procedure.

3.14.5 Expiry of warnings

- a. If an employee does not repeat the same offence which produced the need for the final warning within 12 months of that warning being issued, then, where the warning relates to performance, the employee will be entitled to a further final written warning (Step 3) prior to termination. Where the repeated offence relates to conduct, the Company will give reasonable consideration to the severity of any subsequent offences in order to determine if the previous warning should be relied upon as grounds for termination.

3.15 Anti-Discrimination, EEO and Sexual Harassment

- a. The Company is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.
- b. The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. The Company expects all Employee(s) to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace.
- c. Any breach by an Employee of Company discrimination and harassment policies, or legislative requirements in this area, will be treated by the Company as a very serious matter and depending on the circumstances, may result in dismissal.

4 WORKPLACE HEALTH AND SAFETY

4.1 Safety Legislation

- a. The NSW Work Health and Safety Act 2011 (WHS Act 2011) (as amended), its Regulations, Codes of Practice and associated safety legislation will apply to this

Project. On Company Projects, there will be compliance with all statutory requirements, applicable work health and safety policies and procedures, and site safety rules.

4.2 Safety Commitment

- a. The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Company's policies and procedures.
- b. All Employee(s) are required to contribute positively to Project safety, including raising concerns regarding safety with the Company.
- c. The Parties are committed to ensuring that WHS issues are managed and approached in a genuine way. For clarity, WHS issues will be dealt with separately from disputes and grievances related to industrial and related matters (which are dealt with under clause 3.12 of this Agreement).

4.3 Project Inductions

- a. At the commencement of their first working day on their nominated Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by a Company representative.
- b. The Company will not allow any Employee engaged on a Project to commence work until they have demonstrated, to the Company's satisfaction, a clear understanding of the issues raised during inductions.
- c. Employee(s) are required to have, and provide a copy of, their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the Project Induction.

4.4 Induction Training

- a. All Employees will receive an induction on or before their commencement on their nominated Project that details issues which shall include:
 - i. Project Overview;
 - ii. Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;
 - iii. Code of conduct and workplace behaviour expectations;
 - iv. Project/Site layout;
 - v. Respectful interface with community (including local residents) and road users; and
 - vi. Work procedures.
- b. On the successful completion of the Project Induction training program, Employee(s) will be issued with an identification card which they must carry at all times.

4.5 Health & Safety Committee

- a. The Company will establish a Health & Safety Committee on each Project as appropriate in accordance with the Work Health and Safety Act 2011 and corresponding Regulations.
- b. When requested, Health and Safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the Employee is a member.
- c. When requested, a Project Health and Safety Committee will be established in accordance with Part 5 Division 4 of the WHS Act 2011.

4.6 Fitness for Duty

- a. The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, all Employee(s) and prospective Employee(s) will be required to undertake medical examinations at the Company expense, prior to commencement of or during the course of their employment on their nominated Project and participate in tests for alcohol and other drugs as required during their deployment on site.
- b. Unless impractical to do so, any Drug and Alcohol testing undertaken shall be done so using breathalysers and/or mouth swabs.

4.7 Alcohol and Other Drugs

- a. The Company is committed to a 'zero tolerance' approach to the misuse of alcohol and/or drugs in the workplace. The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace.
- b. The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Company, and site safety rules, in relation to alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employee(s).
- c. Employee(s) who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious and wilful misconduct), will be subject to disciplinary action in accordance with Company policies and procedures.
- d. Employee(s) bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Company's employee assistance program or any other similar support service.

4.8 Electronic Devices

- a. The use of electronic devices such as mobile phones, iPods and personal entertainment devices are restricted to meal and other breaks except where an electronic device is required for the Employee's role. Cameras, and the taking of photographs including on mobile phones, and the disclosure of Project-related matters on social media, is not permitted by Employee(s) anywhere on Company Projects, unless with prior written authorisation from the Company.

- b. For the avoidance of doubt this clause does not prevent an employee from taking a photograph for the purpose of documenting a reasonable safety concern, provided that the photograph is used only for the purpose of raising that concern with an appropriate safety representative (as well a member of the relevant project Safety Team).
- c. For clarity, the electronic devices referred to in clause 4.8(a) above will not be used in the normal course of work, unless it is a requirement of the Employee's role, including whilst operating equipment, machinery and vehicles. The unauthorised use of electronic devices in the normal course of work can result in disciplinary action which may include summary dismissal in accordance with Company policy and procedures.

4.9 Amenities

- a. Amenities will be provided in accordance with applicable provisions of the WHS Act and Regulations and Codes of Practice.

4.10 Non-Smoking

- a. In the interests of work health and safety, smoking and the use of e-cigarettes is only permitted in designated, appropriately signed, areas on any Project. Smoking and the use of e-cigarettes is not permitted in any Project site offices, mess/change sheds, enclosed areas, sanitary facilities, vehicles or in any other amenities.
- b. The Parties recognise the need for a project smoking policy and arrangements to reflect the requirements of this policy. Employee(s) found smoking or using e-cigarettes in non-smoking areas may be subject to disciplinary action in accordance with Company policy and procedures.

4.11 Safety Dispute Procedure

- a. This procedure will be in accordance with the Work Health and Safety Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely and effective resolution of the unsafe situation in accordance with this procedure.
- b. Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence and it is safe to do so and report the matter to management.
- c. If a safety problem has been identified in a particular work area, the Work Area Health & Safety Committee will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.
- d. Employee(s) who have a reasonable concern of an imminent risk to health and safety will afford the Company an opportunity to redeploy them to a safe working area before ceasing work.
- e. Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.
- f. Work in other areas will continue without interruption, and all Employee(s) will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works. Priority is to be given to safety rectification.

- g. No Employee will be required to work in any unsafe area or situation
- h. Should a safety dispute arise over whether one or more work areas are safe or not, the Company and Employee(s) agree the following procedure will apply:
 - i. Where the situation cannot be rectified, inspection of the affected area(s) will be carried out by Project Management and a Health & Safety Committee representative(s);
 - ii. As safety rectification work is agreed for any area, all Employee(s) will immediately commence such rectification work;
 - iii. Upon verification that such rectification has been completed, normal work will resume in any area;
 - iv. Employee(s) will not leave the Project site unless directed to so by the Company.
- i. For the sake of clarity, WHS policies and procedures are not intended to be incorporated in this Agreement and can be amended by the Company as required, for example in the event of the WHS Act and Regulations are replaced or amended.
- j. Any dispute related to health and safety may be referred to the relevant regulator at any time in accordance with the relevant legislation and regulations.

4.12 Clothing & PPE

- a. Employee(s) will be provided, on commencement of employment, with:
 - i. safety footwear;
 - ii. a safety helmet;
 - iii. safety gloves;
 - iv. eye protection/safety glasses;
 - v. three (3) pairs of long trousers; and
 - vi. four (4) high visibility long sleeve shirts; and
 - vii. one (1) high visibility winter jacket or agreed equivalent, if engaged on the project between 1 May and 30 September; and
 - viii. any other safety equipment necessary for the safe conduct of work.
- b. The above-mentioned equipment will be in accordance with the relevant Australian Standards and maintained by the employee and replaced by the Company on a fair wear and tear basis.
- c. All clothing issued may be embroidered with the Company name and logo.
- d. The Parties acknowledge that the requirements differ between all Employees requirements for the abovementioned PPE, the Company will provide appropriate & specific PPE to all employees individual requirements.
- e. The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified (but does not include the affixing of stickers) in any way, that is not approved by the Company.

- f. Damaged and/or worn footwear and/or helmets will be replaced on a fair wear and tear basis, provided they are produced to the Company for inspection.
- g. Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Company. Any breach of this provision may give rise to disciplinary action in accordance with Company policy and procedures.
- h. An Employee who wilfully, carelessly or negligently damages or defaces personal protective equipment may be subject to disciplinary action in accordance with Company policy and procedures.

4.13 Inclement Weather

- a. Inclement Weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, smoke, severe dust storm, extreme high temperature or the like) by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.
- b. The parties agree that inclement weather does not automatically create unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather.
- c. It is agreed that in the event of inclement weather consultation will be held between the parties within a reasonable period of time with a view to reaching agreement to continue work.
- d. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner.
- e. In all cases, consideration will be given to ensuring that a safe workplace is provided and safe systems of work are employed.
- f. The parties agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout the workforce.
- g. The issue of inclement weather will be discussed with all affected employees so that they understand the following requirements:
 - i. Should a portion of work be affected by inclement weather, all other employees not so affected will continue working even if some employees may be entitled to cease work due to the inclement conditions.
 - ii. If a portion of work is affected by inclement weather, employees may be transferred to another work location that is not affected by the inclement weather.
- h. Where an Employee is required and directed by the Company to perform Critical Work, as defined by this Agreement, in inclement weather the following will apply:
 - i. Such work will be conducted subject to appropriate safety procedures being in place;
 - ii. Employee(s) will be provided with safety equipment and respite to minimise the impact of work in the rain;
 - iii. On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:

- A. Employee(s) may be provided with additional dry clothing to allow ordinary work to continue; or
 - B. With the approval of the relevant area Superintendent, Employee(s) who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.
 - C. Employee(s) who are sent home with the approval of the Superintendent within their ordinary time hours, will be paid for the 8 ordinary hours, at their ordinary rate of pay. Employee(s) who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.
- i. Such critical work performed in inclement weather will be paid at the rate of double the Employee's ordinary Wage Rate.
 - j. Unilateral cessation of work will not occur without prior discussion with Company or supervisor.

4.14 Learning and Development

- a. The Company will endeavour to provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of employment priorities.
- b. The Company will endeavour to provide skills enhancement for Employee(s) via a range of methods including but not limited to coaching, mentoring, exposure and competency-based training model.
- c. Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs.
- d. This Learning and Development program will endeavour to provide Employee(s) with industry wide recognised portable skills which will facilitate the development of their career path.
- e. Employee(s) required to attend training will be paid for the time spent training at the Employee(s) Ordinary Time Hourly Rate (excluding allowances). Such training will be conducted during ordinary hours, or as otherwise agreed.

4.15 Trainees

- a. The parties acknowledge the importance of employing trainees to ensure that the industry continues to maintain an adequate level of workers whilst also committing to training the future workforce.
- b. Trainees will be required to complete the chosen qualification and the applicable term (timeframe) relevant to the traineeship.
- c. Trainees will be classified in the same manner as Employees in accordance with the relevant classification structure in this Agreement and will be paid in accordance with the following table.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	70% of the relevant Wage Rate
	12 months or more and satisfactory completion of required units of competency and work experience	80% of the relevant Wage Rate
	On completion	Relevant Wage Rate

- d. Where the Trainee was employed by the Company immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.
- e. Trainees may undergo recognition of prior learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

4.16 Sustainable Employment

- a. The parties recognise that the Construction Industry would benefit from an increase in participation from the following groups:
 - a. Females;
 - b. Mature Age Workers; and
 - c. Indigenous Australians
- b. The Parties will endeavour to work on developing and implementing measures with a view to encourage and assist the groups outlined in clause 4.16 (a) to seek and maintain employment in the Construction Industry. Those measures will seek to have sustainable and measurable positive influences on participation.

4.17 Mental Health and Wellbeing

- a. The Company and Employees recognise that mental health issues have a significant impact on health and safety. Suicide rates in the construction industry are higher than average and it is best practice for companies and employees to work to tackle the issue of mental health at the workplace.
- b. The Company and Employees also recognise that following a serious incident personnel may suffer trauma.
- c. The Parties recognise that suicide prevention of Employees in the construction industry is an important issue, and the Company agrees to provide mental health awareness training to Employees, including apprentices, however engaged, annually. Such training is to be conducted by Mates in Construction or another similar provider as nominated by the Company in consultation with the Employees and the Unions.

- d. Employees will be paid their normal rate including all allowances while attending this training.
- e. To improve mental health outcomes, the Company agrees to make a payment of \$3.00 per week, for each Employee engaged under the Agreement, to Mates in Construction.

5 CLASSIFICATION STRUCTURES, WAGE RATES, ALLOWANCES AND OTHER ENTITLEMENTS

5.1 Classification Structures and Wage Rates

- a. At the commencement of employment, each Employee will be appointed by the Company to a classification and level in either the table contained within Appendix A or the table contained in Appendix B based on tasks undertaken, and experience, and in consideration of the substance of duties required to be carried out at the time of the Project. The classification structure is set out in Appendices A and B.
- b. Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, and any licencing requirements including work that is incidental or peripheral to the Employee's main function.
- c. The Company retains the right to reclassify an Employee due to changes in operational requirements in consultation with the Employee.
- d. Changes to classification will be by appointment by the Company at its sole discretion.
- e. For the avoidance of doubt, where a reclassification results in an employee being offered a position to which a lower rate of pay applies, the employee will be offered redundancy in accordance with the terms of the Fair Work Act.
- f. The Wage Rates for each classification level are prescribed at Appendices A and B. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with, the Project.
- g. Apprentices engaged by the Company will be paid in accordance with Appendices D and E.
- h. The Wage Rates under this Agreement will be adjusted only in accordance with Appendices A and B. All wage increases during the life of the Agreement will be made in accordance with Appendices A and B and will take effect from the first full pay period after the effective date.

5.2 Higher Duties

- a. Where an Employee on any day is required and has agreed to perform duties of a higher Wage Rate of pay within the classification table to which their employment relates than the Employee's ordinary classification, the Employee will be paid at the higher hourly Wage Rate for the work so performed.
- b. The Employee will be paid the higher hourly Wage Rate for the entire day or shift if the Employee is required to work at that Wage Rate for more than two hours. Otherwise, the Employee will be paid the Higher Wage Rate for the time so worked.

- c. Such payment at a higher Wage Rate is based on the Employee having exercised the requisite skills, experience, qualifications and competency as determined by the Company to perform the higher classification. Following the completion of activities under the higher classification, the Employee will revert to the Wage Rate that is applicable to their classification prior to undertaking the higher duties.
- d. Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher Wage Rate, will not be paid at the higher Wage Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Wage Rate. This clause will be utilised by the Company for the purposes of bona fide training, and will not be used by the Company to simply avoid payment to Employee(s) at a classification which attracts a higher Wage Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.12.

5.3 Productivity Payment

- a. An Employee will receive a productivity payment as set out in Appendix C for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.
- b. This productivity payment is a flat payment and will not be subject to any premium or penalty.
- c. This productivity payment is not payable when Employee(s) leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, personal leave, jury duty, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are absent for any other reason, including RDOs, public holidays or are engaged in any form of industrial action.

5.4 Travel Allowance – Camp Based Employees

- a. Employees living in camp accommodation who are provided transportation by the Company from the camp to the work site location shall be paid a travel allowance for the time spent travelling.
- b. Employees will be paid an allowance which will be calculated at their applicable Base Rate of Pay for time spent travelling from the camp to the work site location each day. This time does not form part of their ordinary hours of work for the purposes of calculating overtime.
- c. This allowance will be a flat amount and will not be included in the calculation of overtime, leave or any other entitlement.
- d. For the avoidance of doubt, any time spent by Employees travelling from the work site to the camp at the conclusion of their rostered shift, will be paid as time worked including overtime when applicable.

5.5 Travel Allowance – Non-Camp based Employees

- a. A daily travel allowance as set out in Appendix C will be paid to each Employee for each day or shift the Employee reports to work (including RDO's taken), as directed by the Company, and provides their own transportation.

- b. This allowance will be a flat amount and not included in the calculation of overtime, leave or any other loading.
- c. The Parties recognise the Company may provide off-site parking facilities for Employee(s) who use their own vehicles to travel to and from work. If the Company provides these facilities, Employees may be directed by the Company to use these facilities, to assist in managing disruption and congestion that may impact the local community in respect of the Project. For the avoidance of doubt, any time spent by Employees travelling to and/or from work will be unpaid and will not form part of their hours of work.
- d. This daily travel allowance will be in compensation for, amongst other things, any travelling time or expenses including but not limited to parking fees, fuel and tolls. No other payments for travelling to and from work will be payable to any Employee, except as in accordance with this Agreement.
- e. For clarity, an Employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).
- f. The Company will endeavour to proactively review the Point of Engagement for each Employee to ensure they are mobilised to a location that does not require travel beyond what is deemed reasonable in accordance with the applicable Company and/or Project Fatigue Management Policy.

5.6 Leading Hand Allowance

- a. An Employee appointed by the Company to be a Leading Hand will be paid the Leading Hand allowance at Appendix C. The Leading Hand allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.
- b. An Employee appointed as a Leading Hand for a particular shift will be paid at the highest classification rate of the employee they are supervising where greater than their own classification rate, plus the leading hand allowance.
- c. Leading Hands are Employees who are appointed by the Company, to be in charge of other Employee(s), with the specific responsibility of directing and/or supervising the work of other Employee(s). Leading Hands will be appointed in writing by the Project Manager, or the Project Manager's delegate.
- d. Leading Hand responsibilities include but not limited to the following:
 - i. A Leading Hand must implement and initiate work activities that are passed on from the Supervisor.
 - ii. Be able to provide trade guidance and assistance as part of a work team.
 - iii. To thoroughly understand and implement quality control techniques.
 - iv. To be able to work under limited supervision either individually or in a team environment.
 - v. To understand and be able to implement the Company's policies, procedures, and standards, not limited to safety and quality.
 - vi. Manage own time and activities.

- vii. Tracking activities, completing the required reports and paperwork appropriately and on time as required.
- e. Where an employee refuses to undertake the above duties the leading hand allowance shall not be paid by the Company.

5.7 First Aid Allowance

- a. An Employee who is qualified to provide first aid and is appointed by the Company to be a first aider will be paid a first aid allowance, as set out at Appendix C, whilst the Employee maintains a current First Aid certificate.
- b. The first aid allowance will be a flat amount, paid on days worked, and fixed for the life of the Agreement. This allowance will not be included in the calculation of overtime, leave of any shift or other loadings.

5.8 Overtime Meal Allowance

- a. If an Employee is required to work at least 1.5 hours of overtime after their ordinary hours of work, Monday to Friday, they will be provided with either a meal and a 20-minute crib break without loss of pay or a payment as set out in Appendix C for meals will be made (but not both).
- b. In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, they will be provided with either a meal and a 20-minute crib break without loss of pay or a payment as set out in Appendix C for meals will be made (but not both).
- c. For the avoidance of doubt, the provision of either the meal and 20-minute crib break or payment in accordance with Appendix C shall be made in consultation with the effected employees.
- d. The times of taking the breaks will be as agreed between the Company and a majority of Employee(s) affected.
- e. This meal allowance, when provided instead of a meal and a 20-minute crib break, will be a flat rate amount and is fixed for the duration of this Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.
- f. In the event that an Employee is unable to take a crib break, or a meal is not provided, and the overtime meal allowance is not paid, an additional 20 minutes will be added to the total shift length to be paid at the applicable rate.
- g. This provision operates to the exclusion of any provision contained in any award or industrial instrument for overtime meal allowance and overtime crib/rest pause and will remain in force without variation for the duration of this Agreement. For the avoidance of doubt, under this clause there will be no entitlement to a paid rest pause prior to working four hours of overtime, or payment of additional overtime rates in lieu of a paid rest pause. Employees required to work in excess of four hours of overtime will be entitled to a paid rest pause of 20 minutes, to be taken during that additional overtime. For clarity, where the rest pause is not taken, no additional payment will be made in lieu.

5.9 Remote Lunch Allowance

- a. Where an Employee is required to have their meal and rest breaks at the construction site and the Company does not provide the employee temporary messing facilities at the construction site, the employees will be paid a Remote Lunch Allowance as set out in Appendix C.

5.10 Health and Safety Representative Allowance

- a. The HSR elected in accordance with clause 4.5 (b) will be paid a flat allowance as set out in Appendix C.
- b. If an Employee who is elected to be the HSR is already in receipt of the Leading Hand Allowance, pursuant to clause 5.6, they shall not be entitled to the Health and Safety Representative Allowance as stipulated in this clause 5.10.

5.11 Tradesperson Allowance

- a. An Employee engaged as a Mechanical or Electrical Tradesperson as prescribed at Appendix A and Appendix B of this Agreement will receive an allowance of \$3.00 per hour worked;
- b. This allowance will be classified as all-purpose.
- c. This allowance is inclusive of a tool allowance and is fixed for the duration of this Agreement.

5.12 Advanced Rigger Allowance

- d. An Employee engaged as an Advanced Rigger will receive an allowance of \$3.00 per hour worked, as set out in Appendix C.
- e. This allowance will be classified as all-purpose and is fixed for the duration of this Agreement.

5.13 Direction to Mobilise

- a. An existing ACCIONA Employee who is directed by the Company and agrees to mobilise on to a Project will be provided with a Direction to Mobilise letter, in accordance with Appendix F and the Allowance as stipulated in Appendix C.
- b. The Direction to Mobilise letter shall stipulate the following information:
 - i. the new Project details;
 - ii. the start date for the Employee's engagement on the new Project, and the
 - iii. classification level the Employee will be engaged on at the new Project;
 - iv. the likely duration of time that work of the Employee's classification will be performed on the new Project (noting that this will be an estimate only and no guarantee as to length of time); and
 - v. the amount of relocation time, if any, that will be provided (maximum 14.4 hours at the base hourly rate of the new classification).

- c. Where the Employee is entitled to relocation time in accordance with the Direction to Mobilise, the Employee shall also be entitled to a maximum of \$250.00 of fuel costs, payable upon production of receipts.
- d. Whilst the Employee remains engaged in accordance with the Direction to Mobilise, the Employee will be entitled to a Direction to Mobilise Allowance of:
 - i. \$550.00 per week; or
 - ii. such other higher amount as may be determined at the Company's discretion, taking into account such matters as the attraction and retention of employees, local accommodation costs, etc.
- e. Where an Employee has not been issued a Direction to Mobilise Letter in accordance with clause 5.13 (a) such Employee(s), including any new Employee(s) who apply for an engagement at a Project, will not be entitled to a payment in accordance with this clause 5.13.
- f. Other than as set out in this clause, no other living away from home, distant work or similar payments or conditions shall apply. For clarity, this clause shall not apply when the Project provides Camp Accommodation to the Employee.

5.14 Living Away from Home – Camp Accommodation

- a. This clause applies where the Company provides the Employee with Camp Accommodation for the purpose of employment.
- b. An Employee who is living in the Camp Accommodation shall be paid a Camp Accommodation allowance, as set out at Appendix C, for each night spent in the Camp Accommodation.
- c. For clarity, Employees who are provided with Camp Accommodation under this clause shall not receive any payment for Direction to Mobilise under clause 5.13.

5.14.1 Point of Engagement – Camp Based Employees

- a. Prior to the Company issuing Letter of Offer to an Employee who will be Camp based the Employee shall provide a Declaration of Usual Place of Residence.
- b. The Point of Engagement in respect of a Project shall be determined by the Company when an employee is offered employment. The Point of Engagement shall be:
 - i. a domestic location (in Australia); and
 - ii. the closest high-capacity airport to the Employee's Usual Place of Residence; or
 - iii. such other point as is agreed between the Company and Employee.

5.14.2 Commencement and conclusion of swing

- a. The Company may provide Employees with return transportation to the Camp Accommodation from the Point of Engagement, for each cycle of work.
- b. At the commencement of engagement, the Company will nominate the transportation arrangements applicable to the Employee for the duration of their time on the Project. If such arrangement is varied, it will be done so in consultation with the Employee. No Employee shall be worse off than the original arrangement stipulated in their letter of offer because of a variation.

- c. Camp Based Employees will be paid eight (8) hours for travel from the Camp to their Point of Engagement at the conclusion of the swing (**Demobilisation payment**). This will be paid at the Employee's applicable Base Rate of Pay. The travel time for demobilisation does not form part of the Employee's ordinary hours of work.

Mobilisations

- d. Mobilisation day travel at the commencement of a swing will occur on the day prior to the first day of an Employee's rostered on cycle. No payment will be made for mobilisation day travel.

Project demobilisation arrangements

- e. Subject to Project and Company requirements, the Company will arrange Project demobilisations in accordance with one of the following demobilisation arrangements (**Project Demobilisation Arrangement**):
 - i. Work day demobilisation
 - ii. Travel day demobilisation
- f. In accordance with clause 5.14.2 (d), Camp Based Employees will be notified of the Project Demobilisation Arrangement which will be applicable to their roster as determined by the Company in writing at the commencement of Employment. The notified Project Demobilisation Arrangement will apply for the duration of the Employment unless varied by agreement in writing between the Company and an affected Employee.
- g. For the avoidance of doubt, transportation back to an Employees designated Point of Engagement by the Company will not occur on Projects in which Camp Based Employees are responsible for their own travel.

Work day demobilisation

- h. Where the Work day demobilisation is applied, on the final worked day of a roster cycle of work, Camp Based Employees will work a maximum of four (4) productive hours prior to ceasing work and being transported back to their designated Point of Engagement by the Company.
- i. Notwithstanding clause 5.14.2(d), subject to Project requirements a Camp Based Employee may work more than four (4) productive hours on the final worked day of a roster cycle by agreement with the Company.
- j. For the final worked day a Camp Based Employee will only be paid for the productive hours worked, plus any other amounts due under the terms of this Agreement, including applicable travel payments under clause 5.4, and the Demobilisation payment in accordance with clause 5.14.2 (b).

Travel day demobilisation

- k. Travel day demobilisation will occur on the last day of the Camp Based Employee's rostered on cycle. For clarity, the Camp Based Employee will not undertake productive work on the Travel day demobilisation, however they will be required to attend a Camp Meeting, at a time nominated by the Project, prior to being transported to their Point of Engagement.
- l. The Camp Meeting will take place prior to 9am on the last day of the Camp Based Employee's rostered cycle.

- m. Camp Based Employees to whom Travel day demobilisation is applied will be paid the Demobilisation payment in accordance with clause 5.14.2 (b).

General

- n. It is each Employee's responsibility to board the scheduled transportation arranged and/or booked for the Employee by the Company. Where the Employee misses a scheduled transportation it will be the Employee's responsibility to transport themselves to the relevant destination.
- o. Employees will be allowed a reasonable amount of baggage subject to the requirements of the transport provider. Any excess must be agreed to by the employer prior to any travel.
- p. If the Employee misses a booked transportation the Company;
 - i. reserves the right to recover the full cost of the transportation from any amount owed by the Company to the Employee; and
 - ii. will institute appropriate disciplinary action, which may include termination of employment.
- q. The Employee will not be paid for any shifts missed by them due to missing transportation booked and/or arranged for them by the Company.
- r. It is understood that recovery of cost incurred by the Company for missed transportation will only be made where it is fair and reasonable in the circumstances to do so.

5.14.3 Roster Cycles

- a. The Company may direct an Employee to work in accordance with a roster cycle.
- b. The usual roster cycle will be dependent on the Project and will be stipulated at the time of engagement,
- c. The Company may change the roster cycle by providing one weeks' notice to affected Employees, in accordance with the provisions stipulated in clause 3.5.
- d. The usual roster cycle includes:
 - i. a normal shift length of up to twelve (12) hours per shift, as determined by the Company; and
 - ii. a requirement to be rostered to work on a Saturday, Sunday or public holiday.
- e. The roster cycle comprises an on-duty period and off-duty period. The on-duty period commences at the time the Employee arrives at the work site. The off-duty period commences at the conclusion of the Employee's last rostered shift of the on-duty period.
- f. The Company may arrange rostered shifts in accordance with the needs of the relevant Project, notwithstanding that the maximum rostered day on period will be 21 days. Roster patterns may include, but not be limited to, one of the following arrangements:
 - i. 10 days on, 4 days off
 - ii. 21 days on, 7 days off

- iii. 19 days on, 9 days off
- iv. 14 days on, 7 days off
- g. Any rostered rest day that occurs during a worked cycle will be paid at 8 hours of the Employees Base Rate of Pay.
- h. The Company is not obliged to pay Employees for periods of rest and recreation (off-duty periods).
- i. Employees may elect to utilise accrued RDO time during R&R or have it paid out at the end of each cycle.

5.15 On Call Allowance

- a. When an Employee is nominated by the Company to be on call to carry out work as required outside of their ordinary shift hours, will be paid an On-Call Allowance as follows:
 - i. When an Employee is on call Monday to Friday they will be entitled to a payment of an allowance as set out in Appendix C, flat per day;
 - ii. When an Employee is on call on a weekend or public holiday they will be entitled to a payment of an allowance as set out in Appendix C, flat per day.
- b. An Employee entitled to the allowance in accordance with this clause, will also receive a minimum payment of four (4) hours at the applicable overtime Wage Rate on each occasion the Employee is called out.
- c. An Employee in receipt of the allowance in accordance with this clause, must be in a fit state to carry out their duties in accordance with the Company policies, procedures and this Agreement.

5.16 Superannuation

- a. The Company will make superannuation contributions in accordance with the requirement under the Superannuation Guarantee and Administration Act 1992 (Cth) into a superannuation fund nominated by the Employee calculated on Ordinary Time Earnings (OTE). Where an Employee does not nominate a superannuation fund, Cbus Superannuation Fund will be the default fund. The Company will make employer superannuation contributions under this clause to a fund that offers a MySuper product.
- b. The minimum statutory contribution requirement is currently 11.5% of OTE and will remain for the duration of this Agreement unless amended by legislation.
- c. Employee(s) can elect to "salary sacrifice" for additional superannuation contributions provided that:
 - iii. the arrangement complies with the relevant legislation and Company policy as amended from time to time;
 - iv. the Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
 - v. the superannuation fund is a complying superannuation fund; and

- vi. the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
- d. Any arrangement or agreement for salary sacrifice will not affect or reduce an Employee’s current or future entitlement under this Agreement, in terms of Superannuation Guarantee, annual leave, leave loading, overtime penalty rates, long service, redundancy, sickness benefits, workers compensation or any other accrual or entitlement. Such current entitlements will continue to accrue at current hourly gross rates. Any future wage, salary increase, accrual or entitlements including superannuation contributions under this Agreement and/or SGL will be based on gross rates of pay.
- e. The Employee cannot salary sacrifice an amount that would result in the Employee receiving less than \$500.00 net wages per week.
- f. Where an Employee elects the option of salary sacrificing some of his or her wages, there must be a signed agreement between the Employee and the Company. This option must remain for a period of not less than six months, unless exceptional circumstances apply.
- g. All superannuation contributions will be paid monthly according to applicable fund requirements.
- h. Subject to the governing rules of the relevant superannuation fund, the Company must also make the superannuation contributions provided for in clauses 5.16(a) and (b) above, and pay the amount authorised under clause 5.16(c) above, for the period of absence from work (subject to a maximum of 52 weeks) of an Employee due to a work-related injury or work-related illness, provided that:
 - i. the Employee is receiving workers’ compensation benefits or is receiving regular payments directly from the Company in accordance with statutory requirements; and
 - ii. the Employee remains employed by the Company.

5.17 Redundancy

- a. It is agreed that the Company will make weekly Severance payments (payable on a monthly basis in accordance with the requirements of the relevant Trust) to either:
 - i. The ACIRT Redundancy Fund or other agreed Redundancy Fund for all Employees engaged under the classifications in Appendix A; or
 - ii. The PROTECT Severance Fund for all Employees engaged under the classifications in Appendix B.
- b. The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.
- c. For Employee(s) covered by this Agreement, contributions will be at the following rate:

Operative date	Contribution per week per Employee
Date of approval of the Agreement by the Fair Work Commission.	\$190.00

5.18 Employment Security

- a. The parties covered by this Agreement acknowledge and agree that the use of Supplementary Labour may have the potential to undermine the Employee's security of Employment.
- b. The parties covered by this agreement acknowledge the principles of same job, same pay as legislated in Part 2-7A of the Fair Work Act 2009. All Employees regardless of age, gender or ethnicity shall be paid the same for doing the same work under the terms of this Agreement.
- c. The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Company. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.
- d. The Company will take all reasonable measures to achieve employment security for the direct permanent employees of the Company. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, and career development of the employees.
- e. The Parties agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes WHS and Equal Opportunity principles and practices in the workplace and appropriate representation of employees should they so request. The Company will ensure that its employment practices are consistent with the above principles and practices.
- f. The Company must ensure the wages and conditions of employees of Supplementary Labour engaged by the company to do work covered by this Agreement are no less favourable than the wages and conditions which would apply if those employees were engaged by the Company under the terms of this agreement to perform that work.
- g. For the avoidance of doubt, it will not be a contravention of the Agreement by the Company for the purposes of Section 50 of the FW Act if the provider of Supplementary Labour either wilfully or negligently does not meet the requirement in clause 5.18(f), provided that the Company has notified the Supplementary Labour provider of the requirement.

6 HOURS OF WORK, OVERTIME AND RDOS

6.1 Hours of Work

- a. For Day Workers, the spread of ordinary hours of work will be 8 hours per day between 6.00am and 6.00pm, Monday to Friday, provided that by consultation this spread of hours may be changed to 5.00am to 7.00pm to allow for daylight saving and special construction project requirements.
- b. The ordinary hours referred to in clause 6 (a) will generally be worked between Monday to Friday, however in recognition of the nature of project based work, there may be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1(a) to meet specific Client, project, engineering, maintenance and/or critical path work requirements. In these circumstances, and other than in accordance with clause 5.14.3, the Company and affected Employee(s) may by agreement work an alternative arrangement of hours of work that provide an average of 36 hours a week over a nominated cycle. Weekends may be included in a

nominated cycle. Ordinary hours worked on weekends will be paid at the appropriate penalty rate prescribed in this Agreement.

- c. Start and finish site location(s) and time(s) will be designed to support production and maximise equipment operating hours and maintenance time. These may be altered by the Company to suit the needs of a project, following consultation with the Employee(s) affected or by the giving of 48 hours' written notice by the Company to the affected Employee(s) concerned or by a lesser period in the case of an emergency or by agreement.
- d. Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Company, to meet the needs of the Company's contractual requirements for completion of work on the Project.
- e. Prior to the commencement of their shift/work day, Employee(s) must attend at any designated assembly area nominated by the Company, for Pre-Start and travel to the place where their work duties are located from time to time.
- f. At the conclusion of their shift/workday, Employee(s) must attend at a place nominated by the Company where their work duties are located from time to time, for travel back to any designated assembly area.

6.2 Pre Start and Tool Box Talks

- a. Employee(s) will be ready for work at the commencement of the Tool Box or Pre-Start meeting which will generally be held at the work front or any other location nominated by the Company at the commencement of work.
- b. Tool Box Talks and Pre-Start meetings will be paid at the Employee's Ordinary Time rate (including Productivity Payment and any other allowances) and will form part of the Employee(s) ordinary hours.
- c. For the avoidance of doubt, where the Project undertakes a fortnightly Tool Box at the camp, Employees will be paid at the Employee's Ordinary Time rate (including Productivity Payment and any other allowances) however this will not form part of the Employee(s) ordinary hours. All time spent travelling to the worksite at the conclusion of the fortnightly Tool Box Talk shall be paid in accordance with clause 5.4 (b).

6.3 Day Workers

- a. Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 6.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed under clause 6.1(b).

6.3.1 Weekdays

- a. Day Workers will be paid their relevant ordinary time Wage Rate for the ordinary hours worked on a weekday.
- b. Subject to clause 6.3.1(c) overtime will be paid at one and a half times the relevant ordinary Wage Rate for the first 2 hours and double the relevant ordinary time Wage Rate for all time thereafter.

- c. From the first full pay period that commences after 31 December 2026, overtime will be paid at double the relevant ordinary time Wage Rates for all overtime hours worked.

6.3.2 Saturday

- a. Subject to clause 6.3.2(c) below, Day Workers will be paid one and a half times the relevant ordinary time Wage Rate for the first 2 hours of overtime worked on a Saturday and double the relevant ordinary Wage Rate thereafter.
- b. A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the applicable rate.
- c. From the first full pay period that commences after 31 December 2026, overtime will be paid at double the relevant ordinary time Wage Rates for all overtime hours worked.

6.3.3 Sunday

- a. All ordinary and overtime hours worked by Day Workers on a Sunday will be paid at double the relevant ordinary time Wage Rate.
- b. A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the applicable rate.

6.3.4 Meal and Rest Breaks

- a. For each shift or day where a minimum of 8 ordinary hours are worked, Day Workers will take an unpaid 30-minute meal break. For Day Workers, this meal break is not counted as time worked.
- b. There will be one daily paid rest break of 20 minutes' duration for Day Workers to be taken at a time that suits the operational requirements of the Project.
- c. For overtime work on a weekend, Day Workers are entitled to a 20 minute paid meal break after the first 4 hours of overtime worked (to be taken at a time during the first 4 hours or as agreed in accordance with clause 6.4.4 (d)), and a further 30 minute paid meal break in excess of 8 hours of overtime worked.
- d. The times of taking the breaks will be agreed between the Company and majority of Employee(s) affected, provided that Employees shall not work more than 5 hours without having a break.

6.3.5 Deferment and Staggering of Meal or Rest breaks

- a. It may be necessary for the Company to defer a meal or rest break to enable the completion of the task at hand in a timely manner. Once agreed in accordance with clause 6.4.4(d), the deferment of the meal or rest break by up to one hour will be permissible.
- b. If a meal break is deferred for more than an hour, the affected Employee(s) will be paid double the relevant ordinary time Wage Rate for the duration of the deferment which is in excess of one hour, up to a maximum of two hours.
- c. Meal or rest breaks may be staggered between individual Employee(s) or workgroup(s) to allow operations to continue without interruption.

6.4 Shift Workers

6.4.1 Weekdays

- a. Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
 - i. Day Shift – Wage Rate; and
 - ii. Night Shift – Wage Rate plus 50% of the Wage Rate.
- b. All time worked in excess of an Employee's ordinary hours, will be paid at double the relevant Wage Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.
- c. The ordinary hours of a Night Shift will be 8 hours daily inclusive of meal breaks.
- d. From the first full pay period that commences after 31 December 2026, Night Shift shall be paid at the Wage Rate plus 100% of the Wage Rate.

6.4.2 Weekends

- a. All hours worked by Shift Workers on weekends will be paid at double the relevant Wage Rate (subject to clauses (b) and (c) below).
- b. A Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Night Shift and not as weekend.
- c. Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is a Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Night Shift, and not as a weekend.
- d. Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

6.4.3 Meal and Rest Breaks

- a. Unless otherwise agreed between a section or sections of Employee(s), Shift Workers will take a 30 minutes meal break at no later than five hours after the commencement of each shift. For Shift Workers, the meal break will be counted as time worked when on shift work.
- b. There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Company and the majority of Employee(s) affected.

6.4.4 Deferment and Staggering of Meal or Rest Breaks

- a. It may be necessary for the Company to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Wage Rate for the

duration of the deferment which is in excess of one hour, up to a maximum of two hours.

- b. Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

6.4.5 Notice

- a. The Company will give relevant Employee(s) at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employee(s) will be given 48 hours' notice of variation to their shift roster.

6.4.6 Broken Shifts

- a. Where an Employee receives less than 48 hours' notice and/or the shift continues for less than 5 consecutive days, the Employee is considered to be working a broken shift.
- b. In the case of broken shifts (a shift that departs from the Employee's established shift roster) (i.e. does not fall within the definition of Shift Work in this Agreement – see Definition of "Shift Worker"), the Employee will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.3.1(b)(ii), for the duration of the broken shifts only.

6.5 Recall

- a. An Employee recalled to the workplace for Overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.
- b. Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the job the Employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where it is customary for an Employee to return to the Project to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- c. Employee(s) will receive the appropriate overtime rate including an entitlement to an additional payment for the applicable travel allowance, in accordance with clause 5.4 or clause 5.5, for that day.

6.6 Rest period after Overtime

- a. An employee who works overtime from the time the employee would have ordinarily ceased work, shall have at least 10 consecutive hours off duty on completion of such overtime.
- b. Full-time and part-time employees shall not suffer loss of pay for any ordinary working time occurring during such off-duty period.
- c. An Employee who is called out to work overtime shall have at least 10 consecutive hours off duty on completion of such overtime and shall not suffer loss of pay for any ordinary working time occurring during such off-duty period.

- d. Provided that, if on the instructions of the Company, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- e. The Company will endeavour to arrange work hours such that no work, which includes travel that is treated as time worked, beyond 16 hours in any 24-hour period will be worked. In circumstances where an employee does work in excess of 16 hours in a 24 hour period, the Company will manage this in accordance with the applicable Fatigue Management Policy.

6.7 Cancellation of Weekend Overtime

- a. In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or failure in the delivery of materials, the Company may cancel planned weekend overtime. The Company will endeavour to notify affected Employee(s) of weekend overtime cancellation by lunchtime on Fridays. However, the Company reserves the right, in exceptional circumstances, to notify Employee(s) of weekend overtime cancellation by no later than normal finishing time on Fridays.
- b. Equally, Employee(s) through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employee(s) will notify the Company before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.

6.8 Work Throughs

- a. Work throughs under this clause 6.8 are where Employee(s) are directed by the Company at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.
- b. Work crews, when directed by the Company, will work through normal scheduled meal breaks, provided that each of these Employee(s) are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation. Employees shall not work more than 5 hours without taking the reasonable break as stipulated in this clause.
- c. When Employee(s) are required to maintain operations under this clause, they will receive an additional one (1) hours pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employee(s) have their meal breaks rescheduled in accordance with other clauses in this Agreement.

6.9 Rostered Days Off

- a. An Employee shall be paid wages on the basis of an average of 36 ordinary hours per week in each pay cycle.

- b. For each ordinary day or shift worked, 0.8 of an hour's pay will be accrued and held towards payment for a Rostered Day Off ("RDO") taken in accordance with this Agreement. RDO calendars for the Project are at Appendix F of this Agreement.
- c. RDOs shown as flexible RDO's in the RDO Calendar can be worked or banked after consultation with the affected employees.
- d. A public holiday will be a day worked for accrual of RDO purposes.
- e. The following is agreed in respect of RDOs:
 - i. If an RDO is moved or banked, the Company will not be required to pay overtime rates for any RDO worked in these circumstances;
 - ii. Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's applicable Wage Rate at the time of termination;
 - iii. Accrued but untaken RDOs, on one month's written notice to the Company and upon approval by the Company, can be cashed out. Such cashing out will be at the Employee(s) Wage Rate at the time of the request and paid at ordinary time only. This cashing out will not be included in the calculation of overtime, leave, or payment of any shift or any other loadings or allowances;
 - iv. Employee(s) banked RDO hours remaining as at the last full pay period in November each year may be paid out of the Employee(s) bank to the Employee in the first full pay period on or after 1 December each year;
 - v. RDO's do not accrue while Employee(s) are on unpaid or unauthorised leave or while taking RDOs; and

6.9.1 RDO Flexibility

- a. Flexibility in taking RDO's may be achieved by the Company and an Employee agreeing to change their RDOs to another mutually convenient date.
- b. To allow greater continuity of operation, the Company and any affected Employee(s) may also agree to move or bank RDOs.
- c. In the event that there is a requirement for work to be carried out on a scheduled RDO or fixed RDOs and/or the adjacent weekend, the Company will, in advance of this requirement, notify, consult and reach agreement with affected Employee(s) to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.
- d. Subject to operational requirements, the Company will endeavour to give employees at least 7 days' notice of any such need for work to occur so as to ensure appropriate consultation. Such requirements must be based on genuine circumstances.
- e. An Employee may refuse to work on a Scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
 - i. the hours of work that will be worked by that Employee in the week of the scheduled RDO;
 - ii. the number of scheduled RDOs worked by the Employee within the previous six weeks;
 - iii. the Employee's family responsibilities; and

- iv. any other special circumstances peculiar to the Employee.
- f. The Parties to this Agreement are committed to encouraging Employees to take their accrued RDOs on a regular basis during the Project to maintain a satisfactory work/life balance.
- g. Where an RDO falls whilst an Employee is working away from home, the RDO can be taken at an alternate time. The Company will consult with the employee to decide a suitable time.

7 LEAVE ENTITLEMENTS

7.1 Annual Leave

7.1.1 Accrual

- a. An Employee (other than a casual Employee) will be entitled to paid annual leave of 4 weeks (for each 12-month period of continuous service) at their Wage Rate at the time the leave is taken, based on their ordinary hours of work for the annual leave period taken, plus an annual leave loading of 17.5%.
- b. For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of paid annual leave for each 12-month period of continuous service.
- c. Annual leave accrues and will be credited on a pro-rata basis at the end of each week of continuous service.

7.1.2 Payment for Annual Leave

- a. An Employee who would have received shift loadings prescribed by this Agreement had they not been on annual leave, will forgo the annual leave loading in clause 7.1.1(a) above, and will instead be entitled to the higher shift loadings.
- b. The annual leave loading prescribed in clause 7.1.1(a), will apply to accrued but untaken annual leave on lawful termination but only in respect of any annual leave accrued while on shift.
- c. The period of annual leave will be exclusive of any public holiday or scheduled RDOs that occur during the period.

7.1.3 Taking of Annual Leave

- a. An employee shall give at least two (2) weeks' notice to the Company, or less by agreement, when taking annual leave. For occasions when less than two (2) weeks' notice is given, approval by the Company will not be unreasonably withheld.
- b. Subject to clause 7.1.3(e) the Company may direct Employee(s) to take accrued annual leave on one month's notice.
- c. The Company may close down a project for one or more weeks over the Christmas – New Year period. In these cases, Employee(s) will generally be required to ensure that they have sufficient annual leave remaining to enable them to take leave for the period of the close down. In the event that they do not have sufficient annual leave

or RDO accruals, the Employee may be required to take leave without pay for such period, or a combination of annual leave, RDOs, and leave without pay.

- d. Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employee(s). Annual leave may be taken in any combination of days or weeks agreed between the Company and the Employee.
- e. The Company encourages Employees taking at least 2 weeks' annual leave each year. The Company may require an Employee to take annual leave if the Employee has accumulated annual leave in excess of 8 weeks (or, in the case of a Shift Worker, 10 weeks), subject to consultation with the Employee, and the Employee still maintaining an annual leave balance of at least 6 weeks.
- f. An Employee(s) going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Company before the leave is taken.
- g. Where an Employee has exhausted annual leave entitlements, leave without pay may be considered by the Company and approval of such leave will be at the Company's sole discretion. In circumstances where an Employee(s) has used all types of leave accruals (for example; annual leave, sick leave, RDO etc.), the Employee must make a formal request in writing providing a valid reason for such a request.
- h. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements, including but not limited to superannuation, severance, income protection and annual leave, for the duration of leave without pay. This period of leave without pay will not count towards the Employee's continuous service with the Company but it will not break the Employee's continuous service with the Company.

7.1.4 Annual Leave upon Termination

- a. On termination of employment, the value of any accrued but untaken, inclusive of applicable annual leave loading, annual leave shall be paid out to an employee.

7.2 Personal/Carer's Leave

7.2.1 Accrual

- a. Employees (other than casual Employees) are entitled to ten (10) days paid personal/carers' leave (including sick leave), based on the Employee's ordinary hours of work, for each year of service with the Company.
- b. Employees accrue ten (10) days paid personal/carers' leave at the rate of one (1) day per month at the beginning of each of the first ten (10) months of employment. Thereafter, ten (10) days are added to the Employee's entitlement on each anniversary of the Employee's engagement.
- c. Personal/carers' leave will accumulate from year to year.

7.2.2 Payment for Personal/Carers' Leave

- a. Personal/carers' leave will be paid at the Employee's Wage Rate for ordinary hours that the Employee would have worked on that day.
- b. An employee may take paid personal/carers' (sick) leave if the leave is taken:

- i. because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - ii. to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - iii. a personal illness, or personal injury, affecting the member; or
 - iv. an unexpected emergency affecting the member.
- c. To be paid personal/carer's leave, the Employee must meet the following requirements:
 - i. Have accrued personal/carer's leave; and
 - ii. Notify their supervisor of the absence as soon as possible from the Employee's start time, noting that if the Employee fails to notify their supervisor as soon as practicable, without good cause, this will constitute unauthorised unpaid leave; and
 - iii. Advise the Company how long the absence on personal leave is likely to be; and
 - iv. Produce evidence satisfactory to the Company of the illness or injury or the need to use personal/carer's leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Company will mean a medical certificate from a registered Health Practitioner stating the nature of the illness and the period the Employee will be unable to work.
 - v. Where it is not practicable for an Employee that is located within a camp during the time of illness to obtain evidence from a registered health practitioner, the Company will accept evidence that would satisfy a reasonable person.
- d. An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.
- e. Sick Leave is not paid while an Employee is receiving Workers' Compensation payments.
- f. An Employee may request to cash out any accumulated but untaken paid personal/carer's leave in excess of fifteen (15) days. The 'cashing out' process will occur in the first pay period in December and only when an Employee makes a written request to cash out their paid personal/carer's leave. Any agreement made between the Company and the Employee to cash out personal leave will be a separate agreement in writing.

7.2.3 Personal/Carer's Leave on Termination

- a. Accrued, but untaken, personal/carer's leave is paid out on redundancy or termination due to completion of a Project. Where an Employee's employment is terminated in accordance with clause 3.10 of this Agreement or the Employee resigns from the Company, payment for unused personal/carer's leave will not occur.
- b. If an Employee whose employment is terminated is re-engaged by the Company on the Project within a period of six (6) months, the Employee's unclaimed personal/carer's leave from the previous engagement will continue from the date of

re-engagement. This re-crediting does not include any personal/carer's leave accruals that were paid out on termination pursuant to clause 7.2.3(a) above.

7.2.4 Unpaid Carer's Leave

- a. Employee(s) are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave. The Company will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.
- b. The Employee will provide notice to the Company as soon as reasonably practicable. The Company may require an Employee to provide to the Company in accordance with the National Employment Standards (NES) documentary evidence confirming the need to take such leave.

7.3 Compassionate Leave

- a. In accordance with the FW Act, an employee is entitled to two (2) days of paid compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. die; or
 - iv. a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - v. the employee, or the employee's spouse or de facto partner, has a miscarriage. **(Permissible Occasions)**.
- b. An employee may take compassionate leave for a particular Permissible Occasion if the leave is taken:
 - i. to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to above; or
 - ii. after the death of the member of the employee's immediate family or household referred to above.
- c. An employee may take compassionate leave for a particular permissible occasion as:
 - i. a single continuous two (2) day period; or
 - ii. any separate periods to which the employee and the Company agree.
- d. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- e. For casual employees, compassionate leave is unpaid leave.

- f. The employee shall give notice of such leave as soon as practicable, and if required, give appropriate proof of the reason for taking such leave.

7.4 Parental Leave

- a. Employee(s) will be entitled to parental leave in accordance with applicable legislation (e.g., the FW Act, and the Paid Parental Leave Act 2010 (Cth)).
- b. In addition to 7.4 (a), where applicable, Employee(s) who have completed at least twelve (12) months of continuous and unbroken service with the Company shall be eligible for either:
 - c. Primary carer paid parental leave of twelve (12) weeks where the Employee will have responsibility for the primary care of a child immediately following the birth or placement of a child in the case of adoption or surrogacy; or
 - d. Secondary carers paid parental leave of ten (10) days where the Employee is the secondary carer of the child, to be taken within 2 months of the birth of their child or placement in the case of adoption or surrogacy.
- e. Payment for Parental Leave shall be at the Employee's Ordinary Time Hourly Rate, paid in accordance with their terms of their engagement.
- f. Superannuation payments and leave entitlements will continue to accrue whilst an employee is on a period of paid parental leave.

7.5 Domestic Violence Leave

7.5.1 Definition

- a. For the purpose of this clause 7.5:
 - i. Family and domestic violence is violent, threatening or other abusive behaviour by a Close Relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that seeks to coerce or control the employee and causes the employee harm or to be fearful.

7.5.2 Confidentiality

- b. The Company must take all reasonable measures to ensure personal information of which they are aware concerning an employee's experience of family and domestic violence is kept confidential.

7.5.3 Entitlement

- a. An Employee who is experiencing family and domestic violence, is entitled to take up to 10 days of paid family and domestic violence leave in a 12 month period. Reasonable additional leave will be considered, on the provision of evidence in accordance with clause 7.5.3 (d) below.
- b. Family and domestic violence may be taken for the purposes of:
 - i. attending court hearings, counselling, and appointments with a medical or legal practitioner;
 - ii. accessing police services;

- iii. making safety arrangements including relocation; or
- iv. other actions associated with the experience of family and domestic violence.
- c. Family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day.
- d. The Employee shall give as much notice as reasonably practicable prior to taking leave under this clause.
- e. Whilst respecting the sensitivity of the situation, the Company may require the Employee to produce evidence to the Project Human Resources Manager to support the need for family and domestic violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
- f. Family and domestic violence leave does not accumulate from year to year and is not paid out on termination of employment.

7.6 Jury Service

- a. An Employee (other than a casual Employee) called for jury service during ordinary hours will be reimbursed by the Company by an amount equal to the difference between the amount paid by the Court and the amount of ordinary time earnings the Employee would have received for the ordinary time hours expended at the Court. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.
- b. An Employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service.
- c. Further the Employee shall give the Company proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.
- d. If an Employee, who is living in Camp Accommodation, is required to attend jury service whilst they are rostered to work the Company shall assist the Employee with demobilising and remobilising, where required, for the purpose of attending such jury service. For the purpose of demobilising and remobilising the payment provisions at clause 5.14.2 (b) apply.

7.7 Long Service Leave

- a. The Company will register each Employee in the Building and Construction Industry Long Service Leave Payments Corporation scheme for the duration of the Employee(s) period of employment on the Project (if not already registered on commencement of employment).
- b. An Employee will be entitled to payment of long service leave where applicable calculated on their base hourly rate of pay and productivity allowance stipulated in this Agreement.

7.8 Community Service Leave

- a. Employee(s) will be entitled to community service leave in accordance with the NES in the FW Act.

7.9 Request for Flexible Working Arrangements

- a. An Employee who has worked with the Company for at least 12 months, and falls within one of the categories of Employee(s) who can request flexible working arrangements in accordance with the provisions of the FW Act, and applicable Company policies and procedures, may submit a request to the Company for a change in working arrangements, in accordance with these provisions, as amended from time to time.

7.10 Public Holidays

- a. Subject to the terms below, Employees shall be entitled to public holidays in accordance with the NES.
- b. Employees (other than casual employees) shall be entitled to be absent from work on the following public holidays without loss of pay:
 - i. New Year's Day
 - ii. Australia Day
 - iii. Good Friday
 - iv. Easter Saturday
 - v. Easter Sunday
 - vi. Easter Monday
 - vii. King's Birthday
 - viii. Labour Day
 - ix. Anzac Day
 - x. Christmas Day
 - xi. Boxing Day; and
 - xii. Any other day, or part day, declared or prescribed by or under a law of the State of New South Wales as a public holiday, other than a day or part-day or a kind of day or part-day that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a public holiday.
- c. Casual employees shall have no entitlement to payment for public holidays that they do not work.
- d. A Day Worker or a Shift Worker on Day Shift who is requested to work on a public holiday nominated herein will be paid at the rate of double time and a half of their ordinary rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.
- e. A Shift Worker on Night Shift who is rostered to work on a public holiday nominated herein will be paid at the rate of double time and a half of their ordinary rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.
- f. Shift Worker(s) (excluding casual Employee(s)) will be paid their Ordinary Time Rate (including productivity payment and other allowances) for their ordinary hours of work for a Public Holiday they are rostered to work but are not required to work. This

also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 7.10 f) will only apply when the Public Holiday(s), as provided for in clause 7.9 a), falls on any day between Monday and Friday.

- g. Employee(s) required to work on a public holiday will be afforded a minimum of 4 hours' work, or be paid as such.
- h. It will be available for the Company and a majority of the affected Employee(s) to substitute a nominated public holiday for another day and the prescriptions of this clause 7.10 will apply to the substituted day.

7.11 Union Picnic Day

- a. Employees who perform work of the kind covered by this Agreement and wish to participate in the Union Picnic Day (as determined by reference to an established practice), will be entitled to attend the Union Picnic Day without loss of pay provided that proof of attendance (supplied at the picnic) where practicable is given to the Company.
- b. By agreement between the Company and an Employee, the Union Picnic Day may be substituted for another day. Where this occurs, the Employee shall work on the Union Picnic Day and take a substitute paid Union Picnic Day off in the current work cycle. An Employee cannot be forced to work on a Union Picnic day.

8 ADMINISTRATION

8.1 Workers Comp. Top-Up Insurance and 24 Hour Sickness and Accident Cover

- a. The Company will provide top-up workers compensation insurance, a 24-hour sickness and accident insurance for Employees, including casuals, covered by this Agreement. Chifley Services Pty Ltd is the agreed provider.
- b. The Company agrees to the agreed provider's EBA income protection policy terms and conditions.
- c. Employee(s) will be registered with the agreed provider.
- d. The agreed provider will supply this insurance and the level of monthly contribution per employee will not exceed 3.00% + GST of gross wages and at a minimum the insurance will cover the following:
 - i. Payments to commence within 14 days of a claim being correctly submitted;
 - ii. Payments per week to the Employee by the insurer of 90 % income (100% for workers compensation top up) to a maximum \$3500;
 - iii. Sickness benefit;
 - iv. Accident benefit;
 - v. Workers' compensation tops up insurance;
 - vi. Superannuation contribution benefit meeting the applicable superannuation guarantee contributions rate based on the employee's pre-disability income up to a maximum of \$350.00 per week;

- vii. 104 weeks cover for all conditions except for Mental health conditions which will be covered for 26 weeks.
- e. For the purpose of this clause, "Workcover Top-Up Insurance" refers to additional lump sum payments for death and permanent injury as awarded under the *Workers Compensation Act 1987* (NSW).
- f. In the event that the agreed provider for the purposes of this clause refuses to cover a particular claim, the Company will not be liable for such a claim.
- g. Where a Return to Work Plan (RTW Plan) exists all requirements of the RTW plan must be adhered to in relation to the income protection insurance benefit.

8.2 Payment of Wages

- a. Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s). Employee(s) may nominate a maximum of two (2) accounts.
- b. Employees are required to nominate to the Company the account(s) at a bank or other financial institution at the time of engagement.
- c. The pay week will be from Monday to Sunday, with wages being transferred to the Employee(s) nominated financial institution on the following Thursday by 6:00pm.
- d. Where a payment falls on a public holiday, the Company will make the payment in respect of Employees on the following working day.
- e. The Company will, upon written request by the Employee, provide payroll deduction services that are lawful for the Company to make under legislation.
- f. All wage increases during the life of this Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.
- g. Any overpayment of wages made to the Employee in error by the Company will, by agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) with the Employee and must be satisfied while the Employee is employed by the Company.
- h. Employee(s) will not unreasonably withhold consent for reimbursement of overpayment of wages.

8.3 Salary Packaging

- a. Employees may sacrifice salary in accordance with relevant taxation legislation with the Company's provider Simply Green Pty Ltd or SG Fleet Pty Ltd.
- b. Any costs incurred (including Fringe Benefit Tax and administrative costs) will be met by the employee.
- c. Participation in salary packaging arrangements will not affect salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

8.4 Union Delegates and Employee Representatives

- a. This clause outlines the rights for Employee representatives and Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented or not.
- b. Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.
- c. The Company shall not initiate, be involved in, or interfere with the election of a Union Delegate(s).
- d. Where an Employee has been elected as a Union Delegate/Employee Representative, the Company will recognise the following rights:
 - i. the right to be treated fairly and to perform their role without any discrimination in their employment;
 - ii. the right to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
 - iii. the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;
 - iv. the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
 - v. the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;
 - vi. the right to represent the interests of members in their workplace to the Union, the Company and industrial tribunals/courts;
 - vii. the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;
 - viii. the right to up to 5 days paid time (including wages, productivity allowance and fares) each calendar year non-cumulative, to attend courses approved by the Company which are directed to improving the skills and knowledge of the participant in the system of workplace relations, at such times as agreed with the Company;
 - ix. prior to the Company making a decision to terminate or transfer a Union Delegate/Employee Representative, the Company shall notify the Union Delegate 1 week in advance of such termination or transfer. Payment in lieu of notice may be made by agreement. This clause 8.4 (e) (ix) does not apply in the case of serious or wilful misconduct, as defined at 3.8 (i) in which case clause 3.8 (h) shall apply;
 - x. Union members employed by the Company have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement, where they so choose.
 - xi. A representative of the AWU (AWU Organiser) and ETU (ETU Organiser) will have a standing invitation to attend inductions at an agreed time for the

purpose of being introduced to the Employees and discussing the terms and conditions of this Agreement. Entry would be undertaken in accordance with the requirements of Part 3-4 of the Fair Work Act.

8.5 Facilities

- a. The Company shall provide an agreed facility for the use of the Union Delegate/Employee Representative to perform their duties and functions as the on site representative of the employees. The provision of the facility is to ensure that the Union Delegate/Employee Representative is able to effectively perform his/her functions in a professional and timely manner.
- b. The facility shall include a suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Employee Representative. The Company will respect the privacy of the nominated Employee Representative's use of these facilities and will not monitor communications using those facilities.

8.6 Severability

- a. It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.
- b. The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the FW Act will not be taken affect the binding force and effect of the remainder of the Agreement.
- c. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

8.7 Employee Awareness

- a. Employee(s) will be provided with a copy of this Agreement at the commencement of their employment.

8.8 Immigration Compliance

- a. The Company recognises its obligations in respect of compliance with Australian immigration laws.
- b. No person will be employed by the Company under this Agreement unless it is verified that they have the right to work in Australia.

8.9 Restrictive Work Practices

- a. Employee(s) will not make or pursue claims either individually or with other Employee(s), seeking restrictions as to manning levels, flexibility of roster arrangements, skill mix of Employee(s), flexibility in the use of labour, use of contract and/or supplementary labour, working of overtime, demarcations of work for any reason, or any other limitations on the Company's operational requirements.

8.10 Other Employment

- a. In order to manage fatigue, conflict of interest and other issues, Employee(s) must not engage in any additional employment or provide any paid services to anyone other than the Company during the employment under this Agreement without the prior written consent of the Company.

8.11 Confidentiality

- a. Employee(s) must not during their employment or at any time thereafter, without the prior written consent of the Company or as otherwise required by law, comment on or disclose directly or indirectly, to any person for any reason other than the conduct of the Company's business, any secrets, Project information, operations information, formula, process, methods, products, records, Client information, prices, commissions, data or any other information belonging to the Company or any related body corporate of the Company or belonging to any of the Company's Clients or business associates ("the Information"), nor will Employee(s) during their employment or thereafter without the prior written consent of the Company or as otherwise required by law use any part of the information for any purpose other than the Company's business.

9 SIGNATORIES

Signed for and on behalf of Acciona Construction Australia Pty Ltd by:

DocuSigned by:
Tim Sheridan
FE7DC4ACAFE0456

Signature of Authorised Person

Tim Sheridan

Name of Authorised Person

Regional Manager, NSW

Position of Authorised Person

L2 55 Harrington St, The Rocks, Sydney, 2000

Address

11-Jul-24

Date

Noted that the above person is authorised by Acciona Construction Australia Pty Ltd to sign this Agreement on its behalf.

Signed for and on behalf of Australian Workers Union by:

Signed by:

E51A486647C9425...

Signature of Authorised Person

Tony Callinan

Name of Authorised Person

Tony Callinan

Position of Authorised Person

AWU NSW Branch Secretary

Address

11-Jul-24

Date

Noted that the above person is authorised by Australian Workers Union to sign this Agreement on its behalf.

Signed for and on behalf of The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch by:

Signed by:

77AAF67ED6C240D

Signature of Authorised Person

Allen Hicks

Name of Authorised Person

Divisional Branch Secretary

Position of Authorised Person

Level 5, 370 Pitt Street Sydney

Address

11-Jul-24

Date

Signed for and on behalf of The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch by:

10 APPENDIX A – CLASSIFICATION STRUCTURE & WAGE RATES: PHASE 1 AND PHASE 2 WORKER

Level	Indicative Tasks
A 1*	New Entrant/General Labourer (an entry level with less than 3 months experience) <ul style="list-style-type: none"> - Basic labouring - Unloading materials - Sorting steel - Ground Assistant roles
A 2*	Skilled General Labourer (more than 3 months experience) <ul style="list-style-type: none"> - Yardsperson - Traffic Controller - Concrete Gang
A 3	<ul style="list-style-type: none"> - Basic Rigger - Scaffolder - Concreting works including formwork and steel fixing - Plant operator including, but not limited to; <ul style="list-style-type: none"> • EWP • Skid Steer • Scissor Lift • Form Setter • Road Roller Operator under 12T • Heavy Mobile Plant Operator (0-5T) • Dogman • Forklift Driver up to 7.5T • Telehandler (Up to 4.5T) • Hiab Operator • Bucket Truck
A 4	<ul style="list-style-type: none"> - Intermediate Rigger - Assembly/Erector – Assembling transmission structures. - Plant operator: <ul style="list-style-type: none"> • Experienced Excavator • Operator Drill Rig • HC Truck Driver • Road Roller Operator 12T and over - Concrete Line Pump Operator - Concrete Finisher
A 5	All Trade Qualified Tradesperson excluding electrical occupations, including; Mechanical Tradesperson with less than 12 months experience <ul style="list-style-type: none"> - Mechanical Tradesperson - Advanced Rigger** - Heavy Mobile Plant Operator (5-20T) including, but not limited to; <ul style="list-style-type: none"> • Tractor up to but not exceeding 48kw (65bhp), • Skid Steer Excavator up to but not exceeding 48kw (65bhp), • Dumper/Water Cart not exceeding 40T, • Mobile Concrete Pump Boom, • Forklift not exceeding 48kw

<p>A 6</p>	<p>Experienced Mechanical Tradesperson (excluding electrical occupations) with more than 12 months experience.</p> <ul style="list-style-type: none"> - Heavy Mobile Plant Operator (>20T-60T) including, but not limited to; <ul style="list-style-type: none"> • Tractor 48kw up to but not exceeding 370kw, • Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, • Dry Batch Plant, Pug Mill, • Skid Steer Tractor from 48kw, • Forklift from 48kw but not exceeding 220kw, • Excavator not exceeding 3cubic metres, • Dumper/Water Cart over 40T but not exceeding 100T, • Dozer D8 without GPS, • Compactor 825 without GPS, • Graders 140,143,14,16 without GPS
<p>A 7</p>	<ul style="list-style-type: none"> - Leading hand Mechanical Tradesperson (excluding electrical occupations) - Heavy Mobile Plant Operator (>60-100T) including, but not limited to; <ul style="list-style-type: none"> • Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, • Excavator from 3 cubic metres, • Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, • Wet batch Plant, Scraper 651, • Compactor 825 with GPS, • Graders 140,143,14,16 with GPS, • Dozer D8 with GPS

*Employees engaged at A1 & A2 may also perform work set out under Phase 3 and Phase 4 of this Agreement provided they are qualified and are licenced to do so where required.

**An Advanced Rigger may perform work set out under Phase 3 and Phase 4 of this agreement where they are required to assist Overhead Transmission Linesperson/s to assemble and erect Transmission hardware (and any associated crossarm).

Table 1: Wage Rates – Phase 1 and Phase 2 Workers

The Wage Rates for each classification will as prescribed in Appendix A, escalate from the first full pay period after the indicated escalation date as follows.

	Commencement	1 April 2025 (4.5%)	1 April 2026 (4.5%)	1 April 2027 (4.5%)
	Rate per hour	Rate per hour	Rate per hour	Rate per hour
A 1	\$40.99	\$42.83	\$44.76	\$46.77
A 2	\$42.75	\$44.67	\$46.68	\$48.78
A 3	\$44.53	\$46.53	\$48.62	\$50.81
A 4	\$46.09	\$48.16	\$50.33	\$52.59
A 5	\$48.39	\$50.57	\$52.85	\$55.23
A 6	\$50.63	\$52.91	\$55.29	\$57.78
A 7	\$52.93	\$55.31	\$57.80	\$60.40

	1 April 2028 (4.5%)
	Rate per hour
A 1	\$48.87
A 2	\$50.98
A 3	\$53.10
A 4	\$54.96
A 5	\$57.72
A 6	\$60.38
A 7	\$63.12

11 APPENDIX B– CLASSIFICATION STRUCTURE & WAGE RATES: PHASE 3 AND PHASE 4 WORKER

Level	Indicative Tasks
B 2	<p>Level 2 When appointed by the Company to directly assist a tradesperson by performing manual support duties and any of the following work according to qualifications:</p> <ul style="list-style-type: none"> • Storeperson • Trades assistant
B 3	<p>Level 3 Can perform any of the duties outlined in Level 2 and any of the following work according to skills/qualifications:</p> <ul style="list-style-type: none"> • EWP • Tractor/Truck Winch Operator • Assisting Overhead Transmission Linesperson/s to assemble and erect Transmission hardware (and any associated crossarm)
B 4	<p>Level 4 Can perform any of the duties or has any qualification outlined in Level 2 & 3 and has successfully completed:</p> <ul style="list-style-type: none"> - UETDRTO016 – Installing Transmission Structure Hardware or equivalent and is expressly engaged by the company to utilize those skills acquired, OR <p>Can perform any of the duties outlined in Level 2 & 3 and any of the following work according to skills/qualifications:</p> <ul style="list-style-type: none"> - Transmission Structure Hardware Installer (Assisting Overhead Transmission Linesperson/s to Install Transmission Structure Hardware)
B 5	<p>Level 5 Qualification – Cert II – Transmission Line Construction (UET20422) or equivalent, OR</p> <p>Can perform duties outlined in Level 2, 3 & 4, and any of the following work according to skills/qualifications:</p> <ul style="list-style-type: none"> - Operator brake/winch - Assisting Overhead Transmission Linesperson/s to string Overhead Transmission Conductors
B 6	<p>Level 6 Linesperson Qualification - Cert III ESI - Transmission Overhead (UET30521) or equivalent.</p>
B 7	<p>Level 7 Electrician</p>

	<p>Qualification – Cert III in Electrotechnology Electrician (UEE30820) or equivalent.</p> <p>Holds a current NSW qualified supervisor certificate or an NSW individual electrical contractors (Q) licence or an equivalent licence from Queensland, Victoria, ACT or other jurisdiction when authorised under the NSW Mutual Recognition) Automatic Licensed Occupations Recognition) Act and Regulation.</p>
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Table 2: Wage Rates –

The Wage Rates for each classification will as prescribed in Appendix B, escalate from the first full pay period after the indicated escalation date as follows.

	Commencement	1 April 2025 (4.5%)	1 April 2026 (4.5%)	1 April 2027 (4.5%)
	Rate per hour	Rate per hour	Rate per hour	Rate per hour
B 2	\$45.13	\$47.16	\$49.28	\$51.50
B 3	\$46.73	\$48.83	\$51.03	\$53.33
B 4	\$51.98	\$54.32	\$56.76	\$59.31
B 5	\$54.79	\$57.26	\$59.84	\$62.53
B 6	\$55.65	\$58.15	\$60.77	\$63.50
B 7*	\$58.46	\$61.09	\$63.84	\$66.71

	1 April 2028 (4.5%)
	Rate per hour
B 2	\$53.82
B 3	\$55.73
B 4	\$61.98
B 5	\$65.34
B 6	\$66.36
B 7*	\$69.71

* Refer to Appendix G.

APPENDIX C – ALLOWANCES & CONTRIBUTIONS

Flat or All Purpose	Allowance/Contribution	Amount
Flat	Productivity Allowance (per hour worked) as per clause 5.3	\$6.50
Flat	Leading Hand Allowance (per week)	
	In charge of 2-5 persons	\$40.00
	In charge of 6-10 persons	\$55.00
	In charge of 11 plus persons	\$70.00
Flat	First Aid Allowance (per week)	
	Senior First Aid	\$21.80
	Occupational First Aid	\$35.00
Flat	Overtime Meal Allowance	\$25.00
Flat	Remote Lunch Allowance	\$25.00
Flat	HSR Allowance (per hour worked)	\$1.47
Flat	Camp Accommodation Allowance (per night)	\$50.00
All Purpose	Tradesperson Allowance - Appendix A and Appendix B – Tradesperson (Mechanical & Electrical) (Per Hour)	\$3.00
All Purpose	Advanced Rigger Allowance (Per Hour)	\$3.00
Flat	Direction to Mobilise	\$550.00
Flat	On Call Allowance (Per Day)	
	Monday to Friday	\$46.80
	Weekend or Public Holiday	\$70.20
Flat	Travel – Non-Camp Based Employees	\$57.25
Flat	Redundancy Contribution (Per Week)	\$190.00
	Superannuation (per week) as per clause 5.16	11.5%
Flat	Workers Compensation Top Up Insurance and 24-Hour Accident Cover (per month)	As per clause 8.1

12 APPENDIX D – APPRENTICES – CIVIL TRANSMISSION WORKERS

Where the Apprentice was employed by the Company immediately prior to entering into the Apprenticeship, the Apprentice will not suffer a reduction in pay by virtue of entering into a Apprenticeship.

In all other cases rates will be provided in accordance with the rate tables below.

Apprentices engaged directly by the Company will be paid the following Wage Rates:

Level	Percentage of Relevant Wage Rate of A3
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

Adult Apprentice Wage Rate:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of A3
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

Productivity Payment: The Company will pay Productivity Payment prescribed at clause 5.3

Daily Fares and Travelling Allowance: The Company will pay the relevant travel allowances prescribed in this Agreement.

Superannuation: The Company will make Superannuation contribution as prescribed at clause 5.16.

APPENDIX E – APPRENTICES – ELECTRICAL TRANSMISSION WORKERS

Where the Apprentice was employed by the Company immediately prior to entering into the Apprenticeship, the Apprentice will not suffer a reduction in pay by virtue of entering into a Apprenticeship.

In all other cases rates will be provided in accordance with the rate tables below.

Apprentices engaged directly by the Company will be paid the following Wage Rates:

Level	Percentage of Relevant Wage Rate of B6 for Linesperson apprentices and B7 for Electrical apprentices
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

Adult Apprentice Wage Rate:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of B6 for Linesperson apprentices and B7 for Electrical apprentices
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

Redundancy Payment: The Company will pay Redundancy Payment prescribed at clause 5.15.

Productivity Payment: The Company will pay Productivity Payment prescribed at clause 5.3.

Daily Fares and Travelling Allowance: The Company will pay the relevant travel allowances prescribed in this Agreement.

Superannuation: The Company will make Superannuation contribution as prescribed at clause 5.16.

13 APPENDIX D – RDO CALENDER

CALENDAR 2024

Monday January 1	Public Holiday
Tuesday January 2	RDO (fixed)
Friday January 26	Public Holiday
Saturday January 27	RDO (Saturday)
Monday February 19	RDO (flexible)
Monday March 18	RDO (flexible)
Friday March 29	Public Holiday
Saturday March 30	Public Holiday
Sunday March 31	Public Holiday
Monday April 1	Public Holiday
Thursday April 25	Public Holiday
Friday April 26	RDO (fixed)
Saturday April 27	RDO (Saturday)
Monday May 20	RDO (flexible)
Saturday 8 June	RDO (Saturday)
Monday 10 June	Public Holiday
Tuesday 11 June	RDO (fixed)
Monday 8 July	RDO (flexible)
Monday 12 August	RDO (flexible)
Monday 9 September	RDO (flexible)
Saturday 5 October	RDO (Saturday)
Monday 7 October	Public Holiday
Tuesday 8 October	RDO (fixed)
Monday 4 November	RDO (flexible)
Saturday 30 November	RDO (Saturday)
Monday 2 December	Industry Picnic Day
Tuesday 3 December	RDO (fixed)
Wednesday 25 December	Public Holiday
Thursday 26 December	Public Holiday
Saturday 28 December	RDO (Saturday)

RDO Calendars - To be developed in consultation with the project consultative committee.

14 APPENDIX F – DIRECTION TO MOBILISE - TEMPLATE



[Insert Date]

[Insert Name]

By Email: [Insert Email]

Dear [Insert Employee Name],

DIRECTION TO MOBILISE

Further to our discussions, we are pleased to confirm that as part of your transfer to [Insert Project] you will be entitled to a Direction to Mobilise pursuant to Clause 5.11 of the ACCIONA Construction Australia NSW Transmission Agreement 2024 – 2028, as set out in the table below.

Start Date of Allowance	
Classification Level	
Duration	
Allowance	

You will also be entitled to relocation time of [insert hours].

If you have any queries regarding this allowance please do not hesitate to contact [Insert Details].

Kind Regards

[Insert Name]

[Insert Title]

15 APPENDIX G – ELECTRICIAN

The following condition will apply to Employees engaged on Phase 4 works and appointed to the B7 classification.

1. In lieu of the overtime provisions set out in clause 6.3.1 and clause 6.3.2 of this Agreement, overtime will be paid at double the relevant ordinary time Wage Rates for all overtime hours worked from the commencement of this Agreement.