

***WHITTENS PTY LTD AWU and CFMEU  
SNOWY 2.0 SURFACE WORKS GREENFIELD  
AGREEMENT 2024 – 2025***

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## PART 1 DEFINITIONS

In this Agreement the following definitions will apply:

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

**"Afternoon Shift"** means a shift starting at or after 10.00 am and before 6.00 pm, unless agreed by the parties, on any days of the week.

**"Agreement"** means *Whittens Pty Ltd AWU and CFMEU Surface Works Greenfield Agreement 2024-2025*.

**"Award"** means the *Building and Construction General On-Site Award 2010 (MA000020)*.

**"AWU"** means the Australian Workers' Union.

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

**"Base Hourly Rate"** means the relevant base hourly rate of pay for the Employee's classification level as set out in Appendices A and B of this Agreement.

**"Broken Shift"** means as prescribed at clause 6.4.

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

**"CFMEU"** means Construction, Forestry and Maritime Employees Union

**"Client"** means an organisation to whom Whittens Pty Ltd is contracted to provide services.

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

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

**"Continuous Shift Worker"** 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.

**"Day Shift"** means a shift starting on or after 5.00 am and before 10.00 am on any days of the week, as agreed by the parties. A Day Shift may commence prior to 5.00 am 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 5.00 am and before 10.00 am, Monday to Friday. A Day Worker may commence work prior 5.00 am for reasons including, but not limited to, an earlier commencement of work during daylight savings. For the avoidance of doubt, a Day Worker is not a Shift Worker.

**"Employee"** means a person employed by the Company who performs work covered by the scope of this Agreement and is engaged in one of the Classifications at Appendix A.

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

**"FW Regulations"** means regulations made under the FW Act.

**"FWC"** means the Fair Work Commission.

**"Ordinary Hours"** means the ordinary hours that the Employee is required to work, being 8 hours per day, Monday to Friday inclusive, and which will 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).

**"Ordinary Time Hourly Rate"** means the Employee's base hourly rate of pay as set out at Appendix A and/or B of this Agreement.

**"National Employment Standards" (NES)** are minimum standards applying to employment conditions set out in Part 2-2 of the FW Act.

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

**"Party"** and **"Parties"** means as prescribed at clause 2.2 as the context may require.

**"Project"** means The Snowy Hydro 2.0 Project.

**"RDO"** means a rostered day off work.

**"Safety Committee"** or **"Work Health and Safety Committee"** means a committee established in accordance with the Work Health and Safety Act, or other applicable OHS/WHS legislation.

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

**"Surface Worker"** Surface Worker (**SW**) means an employee who falls within the SW classifications in Appendix A of this Agreement.

**"the Company"** means Whittens Pty Ltd.

**Union/s** means the Unions party to this agreement.

**"Wage Rate", "Base Rate of Pay", "Ordinary Time", 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, or other applicable OHS/WHS legislation.

**"WHS"** means Work, Health and Safety.

## **PART 2 APPLICATION OF AGREEMENT**

### **2.1 Title**

This Agreement will be known as the *Whittens Pty Ltd Snowy Hydro Pty Ltd AWU and CFMEU Surface Works Greenfield Agreement 2024 – 2025* ("the **Agreement**").

### **2.2 Coverage**

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

- (a) Whittens Pty Ltd ABN (52 132 968 800) ("the **Company**"); and
- (b) The Australian Workers' Union ("the **Union**"); and
- (c) The Construction, Forestry and Maritime Employees Union; and
- (d) All persons who are employed by the Company on the Snowy Hydro 2.0 Project for which classifications and rates of pay are prescribed by this Agreement, ("the **Employee(s)**") and who are performing work within the scope set out in clause 2.3 of this agreement.

### **2.3 Scope & Application**

This Agreement will apply to and be binding upon all Employees of the Company on the Snowy Hydro 2.0 Project other than employees engaged as detailed below.

This Agreement will NOT apply to:

- (a) Tunnel excavation works including the operation of, commissioning or decommissioning of TBM's;
- (b) Administrative, supervisory (beyond the level of a Leading Hand) or managerial personnel, engineers, technicians, surveyors, paramedics, nursing or medical support personnel or security personnel;
- (c) Persons engaged by other contractors in transportation or deliveries including but not limited to personnel, material and/or equipment to and from the Project;
- (d) Persons engaged in transportation or deliveries including, but not limited to, material and/or equipment to and from the Project including specialist vehicles to transport Pre-cast concrete products from the precast facility to site;
- (e) Personnel employed by any subcontractor, specialist contractor and/or supplier;
- (f) Off-site work associated with the Project performed by subcontractors;
- (g) Warranty defects liability, repairs and/or maintenance work performed by or on behalf of the manufactures and/or distributors of goods, material or equipment provided to the Project;
- (h) Manufacturing or fabrication of materials or supplies, including but not limited to all work performed at manufacturing facilities regardless of location such as

precast concrete segments, structural steel, reinforcement cages, batch plants and any other precast products and reinforcement fabrications;

- (i) Commissioning and operations of the Project;
- (j) Camp operation;
- (k) Work not contained within the scope of the Project;
- (l) All work conducted on the Project relating to utilities.

#### **2.4 Date and Period of Operation**

- (a) This Agreement will take effect on and from seven (7) days after it is formally approved by the Fair Work Commission (FWC) and shall have a nominal expiry date of 1 July 2025.
- (b) This Agreement will remain in operation after the expiry date until replaced by another Agreement or terminated in accordance with the FW Act.

#### **2.5 Objectives of this Agreement**

The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of the Project on time and within budget forecasts.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

- (a) To establish an agreed set of conditions of employment;
- (b) To continue to develop and implement:
  - (i) Excellence in WHS - The parties are committed to delivering the Project safely and to achieving the best possible outcomes in relation to WHS, in accordance with Project policy and procedures;
  - (ii) Quality of Work - The parties are committed to delivering a high-quality Project to meet the requirements of the Project whilst also meeting and exceeding related objectives of completion ahead of the program timeframe and on budget cost performance;
  - (iii) Community Impact - The parties recognise the nature and location of the Project presents unique challenges and are therefore committed to minimising any negative impact upon the community arising from the Project;
  - (iv) Excellence in Environmental Management - The parties recognise that the location and nature of the Project provide unique challenges in relation to environmental matters and are committed to ensuring that any negative impacts upon the environment are minimised;
  - (v) Establishing effective consultative and communication processes - The parties are committed to maintaining a high standard of communication and consultation.

- (c) Positive Workplace Culture - The parties recognise the importance of a positive workplace culture to achieving Project objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals.
- (d) Employee Development Legacy - The parties recognise the value of structured learning and development to project and industry success and to the job opportunities of all Employee(s) and will accordingly co-ordinate, deliver and participate in such development. This will also be in support of the Company's Skills & Employment priorities including:
  - (i) Maximising equitable employment, training and career development opportunities for all our communities - benefiting local people and valuing diversity in our workforce;
  - (ii) Building skills today for the workforce of tomorrow - inspiring and providing opportunities for young people to pursue and develop careers in construction and engineering, capturing future talent and ensuring a sustainable workforce for the future;
  - (iii) Developing our skills base - growing our capability and industry competitiveness through developing our workforce, delivering an enduring New South Wales skills legacy.
- (e) To avoid industrial action by following at all times the agreed disputes resolution procedure, so as to maintain a dispute-free work site culture;
- (f) To encourage affirmative participation, the Company will, where possible, strive to increase its employment of Indigenous and/or Torres Strait Islanders, Women and Apprentices;
- (g) To pay Employee(s) fair wages and provide enhanced employment conditions;
- (h) To help Employee(s) apply a proper balance between work and family/social life; and
- (i) Legal & other Government and Client Requirements - The parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to: the Fair Work Act.

## **2.6 Commitments**

The parties agree to ensure that:

- (a) The Company and Employee(s) work together constructively in the pursuit of an operation where people are flexible, willing to learn and contribute to their fullest;
- (b) Employee(s) perform work as requested, provided it is within their range of skills and competence;
- (c) The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;



- (d) The Parties comply with their work health and safety obligations and productivity gains will not be achieved at the expense of health and safety standards;
- (e) The disputes settlement procedures provided herein are strictly adhered to; and
- (f) The Parties will treat each other with respect and in a fair manner.

## **2.7 Relationship to Other Awards and Agreements**

- (a) This Agreement operates subject to Chapter 2 of the FW Act to provide terms and conditions for Company Employee(s) covered by this Agreement.
- (b) The terms and conditions of the BCGOA (as defined in this agreement) are hereby expressly incorporated as terms of this Agreement as if the same were set out in full herein and shall be binding upon the parties during the currency of the Agreement, by operation of this Agreement.
- (c) In the event of any inconsistency between the terms and conditions of the BCGOA which are incorporated into this agreement by operation of (a) above and any other express provision of this Agreement, the express provision/s of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise or unless contrary to law.
- (d) The relevant Award for purposes of applying the better off overall test to this Agreement is the Building and Construction General On-Site Award 2020 taken at the date this agreement is approved by the Fair Work Commission (FWC).
- (e) This Agreement will be read and interpreted in conjunction with the NES. Where there is any inconsistency between the Agreement and the NES, the NES provisions will apply to the extent of any inconsistency.
- (f) 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.

## **2.8 No Extra Claims**

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.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

- (a) Pursue any claims for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This Includes but is not limited to any claims in excess of the provisions of this Agreement and/or

claims relating to changes arising from award variations or decisions of a statutory body; and

- (b) Take industrial action in support of extra claims, award or over award, for the duration of this Agreement. For the avoidance of doubt, Employee(s) and/or the Unions will not engage in industrial action for the purpose of advancing any claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Company in respect of the employment of Employees.

### **PART 3 CONDITIONS OF EMPLOYMENT**

#### **3.1 Continuous Operations**

The Parties recognise that the general construction activities on the Project present unique operational requirements that may require operations to continue without interruption.

Specifically, the Parties agree that continuous operations (twenty-four hours a day, seven days a week) and work flow be maintained on the Project, including but not limited to the following area of activity:

- (a) Critical concrete pours;
- (b) Operations involving traffic safety management;
- (c) The supply of materials to tunnel activities;
- (d) Pumping and dewatering activities;
- (e) Work required to stabilise any excavation against collapse;
- (f) Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above; and
- (g) In such cases, appropriate safe staffing of equipment will be required.

The parties agree that continuous operations in these areas referred to above will include continuing to operate in periods of inclement weather, provided that WHS requirements of this Agreement and relevant legislation are met.

Notwithstanding anything contained in this clause, the Company will endeavour to establish a rosters or rosters that take into consideration Employee wellbeing and which minimise the risks of fatigue in the workplace.

#### **3.2 Workplace Flexibility**

- (a) Workplace flexibility is a condition of employment. Employees will be multi-skilled and are to work in a completely flexible manner to perform duties as directed by the Company or authorised representatives. All Employees will be required to perform a diverse range of functions within their level of skill and competence 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 or authorised representatives 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 or authorised representatives 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 Client requirements and/or to overcome other

operational problems, provided that the employee has the required skills to perform the relevant work.

- (d) The Employee may be required to work reasonable overtime or shift work in excess of the Ordinary Hours, including on 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 demonstrate aptitude and ability.

### **3.3 Individual Flexibility**

- (a) The Company and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relation to one or more of the following matters:
  - (i) arrangement about when work is performed;
  - (ii) the requirement by the Company to work overtime;
  - (iii) allowances;
  - (iv) leave loading; and
  - (v) Compassionate Leave; and
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in paragraph a) above; and
- (c) the arrangement is genuinely agreed to by the Company and Employee.

#### **3.3.1** The Company will ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under Section 172 of the FW Act; and
- (b) are not unlawful terms under Section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

#### **3.3.2** The Company must ensure that the individual flexibility agreement:

- (a) is in writing; and
- (b) includes the name of the Company and Employee; and is signed by the Company and Employee or a parent or guardian of the Employee if the Employee is under 18 years of age, and
- (c) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and

(iii) 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.

**3.3.3** The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**3.3.4** The Company or Employee may terminate the individual flexibility arrangement:

(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.

#### **3.4 Project Code of Conduct**

Employee(s) are to adhere to the Company's and Client'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 or its Client may implement as a lawful direction of the Company or authorised representative.

Refusal to comply with any lawful instruction may result in disciplinary action. Each Employee is accountable for:

(a) 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;

(b) abiding by Project Work Rules as specified and as amended from time to time; and

(c) their own personal fitness for work, including alcohol and other drugs testing as directed (both random or for cause).

Employees must follow all reasonable and lawful instructions given by the Company. Should any Employee not be able to perform the assigned task for any reason whatsoever, it is the Employee's duty to inform the Company immediately. Employees are required to:

(d) 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;

(e) wear and maintain any clothing, personal protective equipment or uniform provided by the Company while on the Project;

(f) be ready to commence work at the commencement of paid working time in a fit for work condition;

- (g) comply with any time keeping system implemented by the Company;
- (h) undergo training as required;
- (i) undertake periodical medical examinations in accordance with the Company's requirements or those of its Client to determine fitness for work/treatment for injury management and rehabilitation purposes that are relevant to the Project as directed.
- (j) implement changes to work practices and methods designed to improve performance;
- (k) support and actively co-operate in all formal and informal programs initiated by the Company or its Client to improve productivity, increase efficiency and flexibility, improve the effectiveness of operations, and reduce costs;
- (l) comply with the disputes and grievances procedure as set out in this Agreement; and
- (m) comply with and participate in all safety programs and/or safety management systems as in place from time to time.

### **3.5 Consultation**

**3.5.1** This clause 3.5 applies if the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employee(s).

**3.5.2** The Company must notify the affected Employee(s) of the decision to introduce the major change.

**3.5.3** The affected Employee(s) may appoint a representative for the purposes of the procedure in this clause. If the proposed representative is an employee of a registered industrial organisation, that organisation must be eligible to represent the industrial interests of the employee.

**3.5.4** 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 if the representative meets the criteria in **Error! Reference source not found.** above.

**3.5.5** As soon as practicable after making its decision, the Company must:

- (a) discuss with the affected Employee(s):
  - (i) the introduction of the change;
  - (ii) the effect the change is likely to have on the Employee(s); and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employee(s); and
- (b) for the purposes of the discussion provide, in writing, to the affected Employee(s) :

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employee(s); and
- (iii) any other matters likely to affect the Employee(s).

**3.5.6** The Company is not required to disclose confidential or commercially sensitive information to the affected Employee(s) or their representative(s).

**3.5.7** The Company must give prompt and genuine consideration to matters raised about the major change by the affected Employee(s).

**3.5.8** 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 clauses 3.5.2, 3.5.3 and 3.5.5 are taken not to apply.

**3.5.9** In this term, a major change is likely to have a significant effect on Employee(s) if it results in:

- (a) the termination or potential termination of the employment of the Employee(s); or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of their Employee(s); or
- (c) the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employee(s); or
- (f) the need to relocate Employee(s) to another workplace; or
- (g) the restructuring of jobs.

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.

### **3.6 Change to Regular Roster or Ordinary Hours of Work**

**3.6.1** The Company must notify the affected Employees of the proposed change to the regular roster or ordinary hours of work of those Employees.

**3.6.2** The affected Employees may appoint a representative for the purposes of the procedures in this term. If the proposed representative is an employee of a registered industrial organisation, that organisation must be eligible to represent the industrial interests of the employee.

**3.6.3** 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.

- 3.6.4** As soon as practicable after proposing to introduce the change, the Company must:
- (a) Discuss with the affected Employee(s) the introduction of the change;
  - (b) For the purposes of the discussion - provide to the affected Employee(s):
    - (i) All relevant information about the change, including the nature of the change;
    - (ii) Information about what the Company reasonably believes will be the effects of the change on the affected Employee(s); and
    - (iii) Information about any other matters that the Company reasonably believes are likely to affect the Employee(s); and
  - (c) 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).

**3.6.5** However, the Company is not required to disclose confidential or commercially sensitive information to the affected Employee(s).

**3.6.6** The Company must give prompt and genuine consideration to matters raised about the change by the affected Employee(s).

### **3.7 Contract of Employment**

**3.7.1** Employee(s) will be employed on a full-time, part-time or casual basis.

**3.7.2** At the time of their engagement, the Company will inform each Employee of the terms of their engagement.

#### **3.7.3 Full-time Employment**

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

#### **3.7.4 Part-time Employment**

**3.7.4.1** Part-time employment will be by written agreement between the Company and the Employee. A part-time employee will be an Employee who works fewer than 36 ordinary hours per week and has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than 1/36th of the Wage Rate for the relevant classification, and pro-rata entitlements for those hours. The Company will inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

**3.7.4.2** 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 as relevant that applies to the work to be performed; and

(iv) The period of part-time employment.

**3.7.5** 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.

### **3.7.6 Casual Employment**

**3.7.6.1** A casual Employee is an Employee engaged and paid as such. A casual employee may be employed on an occasional basis and may have a work pattern that is not regular or systematic. When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be engaged as a casual, the job to be performed, the classification level and the relevant rate of pay.

**3.7.6.2** A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except, for example, entitlements not provided to casual Employees such as annual leave, paid personal/carer's leave, paid community service leave, paid compassionate leave, redundancy and termination benefits.

**3.7.6.3** On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of four (4) hours' work.

**3.7.6.4** A casual Employee is one who is engaged on an hourly basis. A casual loading of 25% of the applicable Ordinary Time Rate shall be paid. This casual loading is paid in lieu of and as compensation for annual leave, personal/carer's leave, other paid leave and public holidays not worked.

**3.7.6.5** When a casual Employee is required to work overtime, weekend work or on public holidays, the following penalties will apply:

- (a) When the penalty rate is time and a half, the casual Employee will be paid 175% of the applicable Base Rate of Pay which includes a 25% casual loading;
- (b) When the penalty rate is double time, the casual Employee will be paid 225% of the applicable Base Rate of Pay which includes a 25% casual loading; and
- (c) On a public holiday worked, the casual Employee will be paid 275% of the applicable Base Rate of Pay which includes a 25% casual loading.

### **3.8 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 the probationary period, the suitability for the position will be assessed.
- (b) Despite clause 3.9, 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.

### 3.9 Termination of Employment

- (a) Employment may be terminated by an Employee or the Company by giving the following notice:

<b>Employee's Period of Continuous Service with the Company</b>	<b>Actual Period of Notice required to be Provided</b>
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- (b) In addition to the notice set out above, if an Employee is over 45 years old at the time the notice of termination is given and the Employee has completed at least two (2) years of continuous service with the Company, the Employee will be entitled to an additional one (1) week's notice.
- (c) Subclauses 3.9(a) and 3.9(b) above will not apply to Employee(s) who are engaged on a casual basis.
- (d) 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.
- (e) Where the Company has given notice of termination to an Employee (other than a casual Employee), and that notice has not been given pursuant to clause 3.13 (*Counselling and Disciplinary Procedure*), the Employee must be allowed up to one day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the Employee, after consultation with the Company.
- (f) Termination of all casual engagements shall require eight (8) hours' notice on either side of an engagement or the payment or forfeiture of eight (8) hours pay, as the case may be.
- (g) 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), from any money owed by the Company.
- (h) Employees will only be entitled to payment up to and including their last day of attended work where the Employee has abandoned their employment.
- (i) 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 for any other cause which at law

would permit the employment to be termination without notice, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.

- (j) For the purpose of this Agreement, serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Company's policies, dishonesty, fraud, theft, breach of 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 policy or workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- (k) If an Employee loses their driver's licence or other necessary qualification or licence, or is barred from being able to live in the camp accommodation or is barred from being able to utilise any Client provided transport arrangements and this prevents the performance of an Employee's duties, the Employee may elect to take accrued annual leave for the period during which the Employee is unable to perform their duties, however;
  - (i) if the accrued annual 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, the employment will terminate through frustration in which case:
  - (iii) the Company is not required to give notice or make payment in lieu of notice; or
  - (iv) make any other payment on termination other than those, if any, required by statute.
- (l) 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.

### **3.10 Absence from Work**

- (a) Employee(s) have a responsibility to notify the responsible Supervisor of any absences from work as soon as possible. Unless a provision of this Agreement or the FW Act provides otherwise, an Employee not attending for duty is not entitled to payment for the period of non-attendance. Clause 3.10 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 against an Employee who is entitled to be on leave or absent under the NES or this Agreement.
- (b) Where an Employee is absent from work without prior authorisation from the Company, 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 reasonable justification for their absence. The Company reserves the right to take disciplinary action where this explanation is not satisfactory.

- (c) 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 3.9(h). Where an Employee is absent from work for three or more continuous days without having contacted the responsible Supervisor, they will be deemed to have abandoned their employment. The Employee's employment will terminate at the conclusion of the fourteenth (14th) day after the Employee's last attendance at work, and wages will only be paid up to the time of the last attendance at work by the Employee. An Employee who is deemed to have abandoned their employment will not be entitled to payment for notice or payment in lieu of notice by the Company.

### **3.11 Standing down of Employees**

- (a) The Company may stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:
  - (i) industrial action (other than industrial action organised or engaged in by the Company);
  - (ii) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
  - (iii) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- (b) If the Company stands down an Employee during a period under subsection a), the Company is not required to make payments to the Employee for that period.

### **3.12 Dispute Prevention and Settlement Procedure**

- (a) The Parties Bound 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) This clause 3.12 applies to a dispute or grievance or claim about the interpretation or application of this Agreement or the National Employment Standards (NES). It does not apply to a dispute or grievance or claim about safety issues, unless they relate to the interpretation or application of this Agreement or the NES.
- (c) 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 3.12. Safety issues are to be dealt with under clause 4.4. However, an issue on non-compliance with the processes in clause 4.4 may be raised under this clause 3.12.

- (d) While the dispute settlement procedure in this clause 3.12 are 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) The Parties are committed to the promotion and development of a harmonious workplace based upon consultation, collaboration and co-operation and it is agreed that the following dispute prevention and settlement procedure will apply on the Project to assist the Parties to efficiently resolve issues so that no industrial lost time occurs:
  - (i) As soon as practicable, the Employee(s) with a concern or dispute will first meet and confer with their immediate supervisor;
  - (ii) If the matter is not resolved at such a meeting, the Employee(s) will arrange further discussions involving the Project Manager as appropriate;
  - (iii) If the matter remains unresolved, the Employee(s) grievance will be referred to the Company Industrial Relations Manager, or their delegate for resolution, who will consult with the Project Director as appropriate.
- (g) If still not resolved, the matter may be referred to the Fair Work Commission (FWC) for conciliation, where it may exercise its ability to make a recommendation or provide an opinion.
- (h) If the FWC is unable to resolve the dispute in conciliation, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the Parties, subject to either Party exercising a right of appeal against the decision to a Full Bench of the FWC.
- (i) Employee(s) may appoint another person or delegate to support or represent them at any stage of discussions and/or the dispute procedure to resolve the concern or dispute.
- (j) The Company and any party bound to this Agreement reserve the right to be legally represented for any matter before the FWC.

- (k) Nothing in this clause 3.12 will affect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
- (l) In order to facilitate the resolution of concerns or disputes:
  - (i) The party with the concern or dispute must notify the other party at the earliest opportunity of the problem;
  - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
  - (iii) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties to the dispute must co-operate to ensure that the Disputes Prevention and Settlement procedures are carried out as quickly as possible; and
  - (iv) It is agreed between the Parties to this Agreement that normal work will continue whilst any dispute is being resolved.

### **3.13 Counselling & Disciplinary Procedure**

**3.13.1** This procedure is to be followed for all disciplinary cases of unsatisfactory performance, attendance or conduct, or for breach of procedures including, but not limited to safety, sexual harassment, workplace bullying and breaches of Project rules. This procedure will not apply to Employee(s) engaged on a probationary basis.

**3.13.2** 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.

#### **3.13.3 Step 1 - Verbal Warning/Counselling**

Where the Company has a concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

- (a) An explanation of the concern and the performance and/or conduct expectations of the Company will be given;
- (b) The Employee will be given an opportunity to provide an explanation;
- (c) The Company will consider this explanation and any relevant facts;
- (d) If the Company considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is the first 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 warnings;
- (e) The warning is to be documented and a copy provided to the Employee; and
- (f) The Employee will be made aware of the standards of improvement in performance and/or conduct that are to be made.

**3.13.4 Step 2 - Written Warning/ Improved Performance**

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Company has a second concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, this step (2) will be taken:

- (a) The Company will explain its concern with the standards of performance and/or conduct of the Employee;
- (b) The Employee will be given an opportunity to provide an explanation;
- (c) The Company will consider this explanation and any relevant facts;
- (d) If the Company considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement and / or new concerns that have arisen since the first warning. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances of poor performance and/or conduct will lead to dismissal without further warning; and
- (e) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

**3.13.5 Step 3 - Dismissal**

If the Employee has failed to meet reasonable agreed standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Company has a third concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, the following process will be taken:

- (a) The Company will explain its concern with the Employee's performance and/or conduct;
- (b) The Company will give the Employee an opportunity to provide an explanation;
- (c) The Company will consider the explanation and any relevant facts; and
- (d) If the Company considers that the Employee's explanation is not reasonable, notice of termination may be given by the Company.

**3.13.6** While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures, or serious misconduct (as defined in clause 3.9(j)) may result in an Employee going straight to Step 2 or Step 3 of this procedure.

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 3.9(g)-(h)) or the right of an Employee to seek advice from his/her nominated representative at any stage of the above procedure.

**3.14 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 a Consultative Committee will be established on the Project, and will comprise of equal numbers of management and employee representatives.
- (c) 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.
- (d) The consultative committee will meet monthly or as agreed by the members of the committee. The chairperson will be responsible for issuing agendas and taking minutes.
- (e) The consultative committee's primary charter is to ensure good communication between the Parties concerning relevant issues that may affect the Project and the Employees, provided that the Company is not required to disclose confidential or commercially sensitive information to relevant Employees.
- (f) 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.
- (g) The Company will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.

**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.
- (c) The Company expects all Employee(s) to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace.
- (d) Any breach of the Company discrimination and harassment policies will be treated by the Company as a very serious matter and depending on the circumstances, may result in dismissal.



## **PART 4 WORKPLACE HEALTH AND SAFETY**

### **4.1 Safety Commitment**

- (a) The Parties will comply with all the obligations arising under the prevailing and relevant WHS Act, and regulations, and Code of Practice made under it, 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).

#### **4.1.1 Project Inductions**

- (a) At the commencement of their first working day on the 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 the 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.

#### **4.1.2 Induction Training**

All Employees will receive an induction on or before their commencement on the Project that details issues including:

- Project Overview;
- Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;
- Code of conduct and workplace behaviour expectations;
- Project/Site layout;
- Respectful interface with community and road users; and
- Work procedures.

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.

### **4.2 Health & Safety Committee**

- (a) The Company will establish a Health & Safety Committee on the Project as appropriate in accordance with the WHS Act 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, 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.

#### **4.3 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 and / or during the course of their employment on the Project, and participate in tests for alcohol and other drugs as required during their deployment on site.
- (b) For safety reasons, and subject to any applicable WHS legislative requirements, Employee(s) will need to ensure that while performing any work requiring a dust mask, there are no obstructions to the mask fitting properly (including facial hair).

##### **4.3.1 Alcohol and Other Drugs**

- (a) 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).
- (b) 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 clause 3.13 of this Agreement.
- (c) 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.

##### **4.3.2 Readiness for Work**

The Company is committed to promoting the safety, health and wellbeing of its Employee(s). The Company may adopt a readiness for work procedure which includes effective strategies for the Identification and management of fatigue, fitness for work, alcohol and other drugs.

##### **4.3.3 Electronic Devices**

- (a) The use of electronic devices such as mobile phones, smart device or tablets, 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 are not permitted by Employee(s) anywhere on the Project, unless with written prior authorisation from the Company.

- (b) For clarity, these devices 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, in accordance with clause 3.13, which may include summary dismissal.

#### **4.3.4 Amenities**

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

#### **4.3.5 Non-Smoking**

- (a) In the interests of work health and safety, non-smoking areas will be identified by the appropriate prohibition symbol and Employee(s) will be required to comply with the Project's smoke-free workplace policy. The Project Safety Committee will be consulted regarding the management of specific non-smoking issues in accordance with applicable Project policies. The Parties recognise the need for a Project smoking policy and arrangements to reflect the requirements of this policy.
- (b) Employee(s) found smoking in non-smoking areas will be subject to disciplinary action in accordance with clause 3.13 of this Agreement.

#### **4.4 Safety Disputes Procedure**

- (a) This procedure will be in accordance with the WHS Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final 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 immediately report the matter to management.
- (c) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Committee or Health and Safety Representative 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.
- (g) Priority is to be given to safety rectification.

- (h) No Employee will be required to work in any unsafe area or situation, as determined and agreed between the work area management representative in conjunction with the work area Health & Safety Committee representative(s).
- (i) 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, immediate inspection of the affected area(s) will be carried out by Project Management and a Health & Safety Committee representative(s) or Health and Safety Representative;
  - (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 progressively in any area;
  - (iv) Employee(s) will not leave the Project site unless directed to so by the Company.
- (j) For the sake of clarity, WHS policies and procedures are not incorporated in this Agreement and can be amended by the Company as required.
- (k) 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.

#### **4.5 Clothing & PPE**

##### **4.5.1 Mandatory Equipment**

- (a) On commencement of employment, Employee(s) will be provided with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.
- (b) 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 in any way, including any other paraphernalia not approved by the Company.
- (c) 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 will give rise to disciplinary action in accordance with the Disciplinary Procedure.
- (d) Safety footwear will be supplied as soon as practicable upon the commencement of employment. 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.

##### **4.5.2 Job Related Equipment**

- (a) The Company will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:
  - Factor 30+ protective sunscreen;

- Hearing protection e.g. ear plugs/muffs;
  - Eye protection, including, as approved by the Company, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;
  - Safety gloves, that meets Australian Standard;
  - Safety boots (replaced as a result of fair wear and tear);
  - Gumboots (as required);
  - Dust masks;
  - Wet weather jacket (as required);
  - Safety vests;
  - Long trousers;
  - Long Sleeve shirt;
- (b) When an Employee who has been issued with the required protective safety equipment is found to not be wearing/using it on the job or wilfully damages or defaces personal protective equipment, the Employee will be subject to disciplinary action in accordance with clause 3.13 of this agreement, up to and including termination of employment.

#### **4.5.3 Clothing**

The Company will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Company for inspection.

A set of clothing will consist of:

- Three (3) pairs of long trousers; and
- Four (4) high visibility long sleeve shirts.

All Employees engaged on the Project between 1 May and 30 September will be issued with one (1) high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis, provided it is produced to the Company for inspection.

The type of jacket issued to Employees will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

All clothing issued may be embroidered with the Project name and logo. No alteration is to be made to the clothing that has been issued.

#### 4.6 Inclement Weather

Inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employee(s) exposed thereto to continue working whilst the same prevail.

The Company and Employee(s) will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so.

The Parties to this Agreement recognise that the nature of the work on this Project means that a significant amount of the work will be carried out under cover, therefore the exposure to inclement weather will be reduced considerably.

In order to improve this area of lost productivity the following will apply to all Employee(s):

- (a) Employee(s) will accept transfer to an area or site not affected by inclement weather and that work is within the scope of the Employee(s) skill, competence and training, and the Employer provides, where necessary, transport;
- (b) The Company and Employee(s) agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather, with particular consideration to the fact that a significant amount of the works on the Project will generally be under cover;
- (c) The Company and Employee(s) agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications, work planning sessions and housekeeping activities. Where this cannot be achieved, Employees will not unnecessarily be kept on site;
- (d) Non-productive time arising from inclement weather can be used for monthly Project briefings;
- (e) Non-productive time arising from inclement weather can also be used for safe work procedure briefings and discussion of major work activities.
- (f) The Company and Employee(s) acknowledge that in the case of operators of plant with enclosed cabins, work will continue, subject to compliance with safe working procedures;
- (g) The Company and Employee(s) are committed to an early resumption of work following any cessation of work which may arise from inclement weather;
- (h) The practice of 'one out all out' for inclement weather will not occur. Should a portion of the Project be affected by inclement weather, all other Employee(s) not so affected will continue working in accordance with the appropriate Agreement provisions, regardless that some Employee(s) may be entitled to cease work due to inclement weather;

- (i) All Employee(s) must be available to clean up and dewater relevant work areas as directed by the Company and/or the Health & Safety Committee/ Health and Safety Representative following inclement weather, regardless of classification.
- (j) Critical Work in Rain - the Company and Employee(s) understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to completion and protection of concrete pours, traffic control, supply of material to site, spoil operations, critical shutdown activities, emergency work, and any work required to ensure safety or environmental legal compliance.

Where an Employee is required and directed by the Company to perform critical work in inclement weather, the following will apply:

- (k) Such work will be conducted subject to appropriate safety procedures being in place;
- (l) Employee(s) will be provided with wet weather gear, as appropriate;
- (m) Employee(s) will be provided with safety equipment and respite to minimise the impact of work in the rain;
- (n) 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:
  - (i) Employee(s) may be provided with additional dry clothing to allow ordinary work to continue; or
  - (ii) 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 return to the accommodation facilities when critical work is completed.
  - (iii) Employee(s) who are sent back to the accommodation facilities with the approval of the Superintendent within their ordinary time hours, will be paid for the remainder of their ordinary hours for that day or shift to a maximum of 8 hours (inclusive of RDO accrual, at their ordinary rate of pay. Employee(s) who are sent back to the accommodation facilities 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.
- (o) Such critical work performed in inclement weather will be paid at the rate of double the Employee's ordinary Wage Rate.

#### **4.7 Learning and Development**

- (a) Where practicable, the Company will 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 the Project's Skills employment priorities.

- (b) The Company will 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. Where possible, training will result in a Nationally Recognised Statement of Attainment.
- (d) This Learning and Development program will provide Employee(s) with industry wide recognised portable skills which will facilitate the development of their career path.
- (e) In line with the Company's commitment to providing each employee with quality training to assist them in the performance of their functions on the Project, the Company may schedule mandatory training for employees in accordance with this clause.
- (f) Employees 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 where possible.

**4.8 Traineeships**

- (a) As part of its commitment to the long-term future of the industry, the Company may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- (b) A Certificate II traineeship will be of two (2) years duration and will consist of no less than 16 modules.
- (c) A Certificate III traineeship will be three (3) years duration and will consist of no less than 24 modules.
- (d) Trainees will be required to complete the full two (2) or three (3) years of the traineeship.
- (e) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table.

<b>Traineeship</b>	<b>Level of Completion</b>	<b>Rate of Pay</b>
<b>Certificate II</b>	Less than 12 months	70% of CW 3
	12 months or more and satisfactory completion of required units of competency	80% of CW 3
	On completion	Relevant Wage Rate
<b>Certificate III</b>	Less than 12 months	70% of CW 3



Traineeship	Level of Completion	Rate of Pay
	12 months but less than 24 months and satisfactory completion of required units of competency	80% of CW 3
	24 months or more and satisfactory completion of required units of competency	90% of CW 3
	On completion	Relevant Wage Rate

- (f) 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.
- (g) 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.

**PART 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 level based on skills, qualification and experience and in consideration of the substance of duties required to be carried out at the time of the Project. The classification level will be determined by the primary role which the Employee is engaged to perform, regardless of that person's level of skill or qualification. The skill based classification structure is set out in Appendix A.
- (b) Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- (c) The Wage Rates for each classification level are prescribed at Appendix A. 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.
- (d) Apprentices engaged by the Company will be paid in accordance with Appendix C.
- (e) The Wage Rates under this Agreement will be adjusted only in accordance with Appendix A. All wage increases during the life of the Agreement will be made

in accordance with Appendix A or 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 directed to and does perform duties of a higher Wage Rate classification 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 four 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 the dispute resolution procedure.

## **5.3 Productivity Allowance**

- (a) An Employee will receive a Productivity Allowance of \$6.00 for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.
- (b) For the avoidance of doubt, this allowance will be in lieu of any special rates or allowances included in any award or other industrial instrument other than for those provided for in this Agreement.
- (c) This productivity allowance is a flat payment and will not be subject to any premium or penalty and will remain fixed and in place for the duration of this Agreement.
- (d) This productivity allowance 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 RDO's, public holidays, absence due to a work-related injury, or are engaged in any form of industrial action.

#### 5.4 Leading Hand Allowance

- (a) An Employee appointed by the Company to be a leading hand in charge of other Employee(s) will be paid a leading hand allowance in accordance with Appendix B. A leading hand will have the specific responsibility of directing and/or supervising the work of other Employee(s). 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) The numbers of workers assigned to each leading hand may increase or decrease according to the nature and type of tasks being performed. The Leading Hand may have various items of plant or equipment under their control and will be responsible for their safe operation.
- (c) Leading Hand duties will also include the completion of paperwork or documents required for the administration of their duties.

#### 5.5 First Aid Allowance

- (a) In accordance with workplace health and safety requirements, suitable qualified first aiders(s) will be present on the project at all times that work is being conducted.
- (b) 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 whilst the Employee maintains a current First Aid certificate.
- (c) An employee appointed as a first aider will have the responsibility of ensuring that access is available to the first aid room at all times, that the room is regularly cleaned and that the first aid supplies are replenished as they are used.
- (d) The first aid 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 of any shift or other loadings.

Level 1	Employee who holds the minimum qualifications	\$3.00 per day
Level 2	Employee who holds a higher first aid certificate (e.g. Occupational First Aid)	\$4.77 per day

#### 5.6 Overtime Meal Allowance

- (a) If an Employee is required to work 1.5 hours overtime after their ordinary hours of work, Monday to Friday, either a meal and a crib break will be provided or a payment of \$23.50 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, either a meal and a crib break will be provided or a payment of \$23.50 in lieu will be made (but not both).

- (c) The times of taking the breaks in the instances in (a) and (b) will need to be staggered to ensure continuous operations, and as agreed between the Company and a majority of Employee(s) affected.
- (d) This meal allowance, when provided instead of a meal and a 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.
- (e) 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.
- (f) 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.

#### **5.7 Tradesperson Allowance**

- (a) An Employee engaged as a Tradesperson as prescribed at Appendix B of this Agreement will receive an allowance of \$1.50 per hour actually worked; this allowance will be classified as all-purpose. This allowance is inclusive of a tool allowance. This allowance is fixed for the duration of this Agreement.
- (b) An Employee engaged as a Mechanical or Electrical Tradesperson as prescribed at Appendix A of this Agreement will receive an allowance of \$3.00 per hour (\$1.50 of this allowance will be classified as all- purpose). This allowance is inclusive of a tool allowance. This allowance is fixed for the duration of this Agreement.

#### **5.8 Electrician Licence Allowance**

Where an Employee is engaged and is working as an Electrical Tradesperson, and where the Employee is required to hold an appropriate electrician's license, the Employee will receive a weekly allowance of \$67.50 per week. This allowance is a flat amount, is not included in the calculation of overtime, leave, or any shift or other loadings and is fixed for the term of this Agreement. This allowance is inclusive of a tool allowance.

For the purpose of this allowance, an appropriate Electrician's License will be a NSW Electrician's License, or authorised license recognition from the NSW Department of Fair Trading.

This allowance is not applicable when Employees:

- (a) leave site due to inclement weather; or

- (b) are on leave, whether or not that leave is paid (e.g., annual leave, personal leave, jury duty, leave without pay, long service leave, community service leave, parental leave or compassionate leave); or
- (c) have been suspended with pay; or
- (d) are on leisure days, RDO's or public holidays; or
- (e) are on leave due to a work-related injury; or
- (f) are engaged in any form of industrial action or
- (g) are absent from work for any other reason.

#### **5.9 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, the Employee will be paid an On-Call Allowance as follows:
  - (i) When an Employee is on call for a full day Monday to Friday they will be entitled to a payment of \$46.80 flat per day;
  - (ii) When an Employee is on call for a full day on a weekend or public holiday they will be entitled to a payment of \$70.20 flat per day.
- (b) An Employee entitled to the allowance in Subclause 5.9(a)(i) and 5.9(a)(ii) above, 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 Subclause 5.9(a)(i) and 5.9(a)(ii) above, must be in a fit state to carry out their duties in accordance with the Company policies, procedures and this Agreement.

#### **5.10 Superannuation**

- (a) The Company will make superannuation contributions in accordance with the requirement under the *Superannuation Guarantee and Administration Act 1992* (Cth) (SGAA) into a superannuation fund nominated by the Employee that complies with the SGAA. Where an Employee does not nominate a superannuation fund, Cbus Superannuation Fund will be the default fund.
- (b) The minimum statutory contribution requirement is currently 11.5% of ordinary time earnings 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:
  - (i) the arrangement complies with the relevant legislation and Company policy as amended from time to time;
  - (ii) 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;

- (iii) the superannuation fund is a complying superannuation fund; and
- (iv) 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) The Employee cannot salary sacrifice an amount that would result in the Employee receiving less than \$500.00 net wages per week.
- (e) 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.
- (f) All superannuation contributions will be paid according to applicable fund requirements.
- (g) Subject to the governing rules of the relevant superannuation fund, the Company must also make the superannuation contributions during a period of absence from work when the employee is on approved workers compensation due to a work-related injury or work-related illness to a maximum period of 52 weeks, 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.

#### **5.11 Redundancy**

- (a) The Company will make redundancy contributions for Employee(s) covered by this Agreement to the ACIRT Redundancy Fund for Employees eligible to be members of the AWU.
- (b) For Employees eligible to be members of the CFMEU the following shall apply in respect of redundancy benefits:
  - (i) The Company will become and remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 5 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee (the "Nominated Redundancy Fund"), and Employees of the Company covered by this Agreement who are eligible to be members of the CFMEU will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.
  - (ii) The Company shall pay contributions to the Nominated Redundancy Fund on behalf of such Employee calculated on a weekly basis in accordance with this Agreement and paid in accordance with the Trust Deed.
  - (iii) The liability of the Company to pay redundancy benefits to such an Employee under this Agreement will be met to the extent that contributions are made by the Company in respect of that Employee to the Nominated Redundancy Fund.

(iv) References in this clause to “Nominated Redundancy Fund” include a reference to another fund for comparable purposes for the purpose of this Agreement as a fund which supersedes the Incolink No 5 fund.

- (c) The Company contribution to the applicable Fund will be as per the following table:

<b>Operative date</b>	<b>Contribution per week per Employee</b>
Date of approval of the Agreement.	\$180.00

- (d) The contributions will be paid monthly into the applicable fund in accordance with the requirements of the Trust.
- (e) The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments including those under the FW Act and the NES.
- (f) Where redundancies are necessary, the needs of the projects Works and the skill, competency, qualification and training of Employees will be used as the criteria for making positions redundant.

#### **5.12 Wage Rates Adjustments**

The Wage Rates will be adjusted only in accordance with Appendix A. All wage rates increases during the life of the agreement will be made in accordance with Appendix A and will take affect from the first full pay period after the effective date.

## **PART 6 HOURS OF WORK, OVERTIME AND RDO'S**

### **6.1 Hours of Work**

- 6.1.1** The ordinary hours of work for Day Workers will be 8 hours per day, Monday to Friday between the hours of 5.00am and 6.00pm and will average 36 hours per week over a 4 week period, plus reasonable additional overtime hours.
- 6.1.2** Generally, the ordinary hours referred to in clause 6.1.1 will be worked between Monday to Friday, however, in recognition of the nature of the project, there may be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1.1 to meet specific client, project, engineering, maintenance and/or critical path work requirements. In these circumstances, it will be available to the Company and affected Employee(s) to agree to 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.
- 6.1.3** Start and finish 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 the 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.
- 6.1.4** Employees will be required to work reasonable weekend and non-weekend overtime when requested to meet the needs of the Company's contractual requirements for completion of work on the Project.
- 6.1.5** Tool Box Talks or Pre-Start meetings will be held at the commencement of each shift. Employee(s) will be ready for work at the commencement of the Tool Box or Pre-Start meeting. Tool Box Talks and Pre-Start meetings will be paid at the Employee's Ordinary Time rate plus Productivity Allowance and any other applicable allowances and this time will form part of the Employee(s) ordinary hours.
- 6.1.6** Where the Employer wishes to vary the pattern of hours of work or ordinary hours, they will consult the affected Employees in accordance with clause 3.6 (*Change to Regular Roster or Ordinary Hours of Work*).
- 6.1.7** The Parties agree that hours of work provisions are intended to operate in a flexible manner.
- ### **6.2 Day Workers**
- 6.2.1** Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 5.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed.
- 6.2.2 Weekdays**
- (a) Day Workers will be paid their relevant ordinary time Wage Rate for the ordinary hours worked on a weekday.



- (b) 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.

#### **6.2.3 Saturday**

- (a) 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 appropriate rate.

#### **6.2.4 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 appropriate rate.

#### **6.2.5 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) Day workers will be entitled to one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project.
- (c) When a Day Worker is required to work overtime on the weekend, the Day Worker will receive a paid 20 minute break after the first 4 hours of work. If the Day Worker is required to work in excess of 8 hours of overtime on a weekend, they will receive a 30 minute paid meal break.
- (d) The times of taking the breaks will be agreed between the Company and majority of Employee(s).

#### **6.2.6 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 for the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than an hour, the Employee 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.
- (b) Meal or rest breaks may be staggered between individual Employee(s) to allow operations to continue without interruption.

### **6.3 Shift Workers**

#### **6.3.1 Weekdays**

- (a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
  - (i) Day Shift - Wage Rate;
  - (ii) Afternoon Shift - Wage Rate plus 50% of the Wage Rate; and
  - (iii) Night Shift - Wage Rate plus 50% of the Wage Rate.
- (b) All time worked in excess of an Employee's ordinary hours, Monday to Friday, 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 (unless the Employee is on an authorised absence e.g. paid leave).
- (c) The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks.

#### **6.3.2 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) An Afternoon Shift commencing at or after 6.00pm, and a Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Afternoon or Night Shift and not as weekend shift under clause (a) provided that an afternoon and/or night shifts commenced on Friday are paid as a weekend shift under 6.4.2 (a).
- (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 an Afternoon Shift or 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 Afternoon Shift or Night Shift, and not as a weekend shift under clause (a).
- (d) An Employee will not be entitled to a shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive the greater of the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

#### **6.3.3 Meal and Rest Breaks**

- (a) Unless otherwise agreed between a section or sections of Employee(s), Shift Workers will take a 30 minute meal break between five to six 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.

#### **6.3.4 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.

#### **6.3.5 Notice**

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 a variation to their shift roster.

#### **6.4 Broken Shifts**

**6.4.1** Where an Employee receives less than 48 hours' notice of commencing a particular shift and the shift roster continues for less than 5 consecutive days, the Employee is considered to be working a broken shift.

**6.4.2** An Employee working a broken shift will not be considered a "Shift Worker" (see Definition of Shift Worker in Part 1).

**6.4.3** Where an Employee works a broken shift, the Employee will be paid the overtime rate applicable to Day Workers as prescribed in clause 6.2.2(b) for the duration of the broken shift(s) only.

#### **6.5 Recall**

**6.5.1** An Employee recalled to work 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 overtime rate for each time the Employee is recalled.

**6.5.2** 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.

**6.5.3** This clause 6.5 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.

#### **6.6 Rest period after overtime**

**6.6.1** An Employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**6.6.2** If, on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a 10 hour rest period.

**6.6.3** The provisions of this clause will apply in the case of Employee(s) on shift work who rotate from one shift to another as if 8 hours were substituted for 10 hours if overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
- (c) Where a shift is worked by arrangement between the Company and Employee.

**6.7 Cancellation of Weekend Overtime**

In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, 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.

**6.8 Work Throughs**

**6.8.1** 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.

**6.8.2** 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.

**6.8.3** When an Employee is required to maintain operations under this clause, they will receive an additional one (1) hour's pay for every four (4) hour block they are required to maintain operations 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 Daily Fare Payment**

**6.9.1** Employees living in Company provided accommodation will be paid a daily fare payment for the time spent travelling outside Ordinary Hours to and from Company provided accommodation to the designated Assembly area.

**6.9.2** The daily fare payment will be paid at the Ordinary Time Hourly Rate calculated to the next 15 minutes provided that no daily fare payment will be paid where the time spent travelling is less than 30 minutes in each direction to/from designated assembly

area. The maximum amount claimable is 1 hour 45 minutes at ordinary time rate each way to/from designated assembly area.

**6.10 Rostered Days Off**

- 6.10.1** For each ordinary day or shift worked when ordinary hours are worked by the employee, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO").
- 6.10.2** RDO's may be taken during the employee's Rest & Recreation, or up to six RDO's may be accrued and paid out on the first pay period in December or at the termination of the employee's employment (whichever is the sooner).
- 6.10.3** Requirements of the Project and the program will determine the work roster and/or shift roster. There will be requirements to adjust RDO's (including any fixed RDO's or Industry Picnic Day) during the life of the Project to meet the needs and program of the Project.
- 6.10.4** In the event that there is a requirement for work to be carried out on fixed RDO's or the adjacent weekend, the Company will, in advance of this requirement, notify, consult and reach agreement with effected Employee(s) to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.
- 6.10.5** To allow greater continuity of operation, the Company and Employee(s) may also agree to move or bank a scheduled RDO when such entitlements is due. If an RDO is moved or banked, the Company will not be required to pay overtime rates where an employee works a day which would otherwise have been taken as an RDO.
- 6.10.6** Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave or some other form of leave for the balance of the day.
- 6.10.7** 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 relevant and applicable Wage Rate at the time of termination.
- 6.10.8** Up to six accrued but untaken RDO's, on one month's written notice to the Company and upon approval by the Company, can be cashed out each twelve month period. 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;
- 6.10.9** RDO's do not accrue while an Employee is on unpaid or unauthorised leave or while taking RDO's.
- 6.10.10** Employee(s) will use the additional RDO accruals to a maximum of 14.4 hours for the payment of each RDO Saturday. This 14.4 hour payment equates to payment of two, 7.2 hour days accrued as RDO's. This 14.4 hours for payment of the RDO Saturday will only apply provided that the Project is closed on those nominated closed down weekends.
- 6.10.11** When Employee(s) are paid 14.4 hours for the RDO Saturday, they will have their RDO accruals reduced by 2 days.

## **PART 7 LEAVE ENTITLEMENTS**

### **7.1 Annual Leave**

- (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) based on 36 hours per week at the Wage Rate applying to the Employee immediately prior to the leave plus an annual leave loading of 17.5% (plus Leading Hand allowance if applicable). 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 annual leave per annum.
- (b) 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 and will be entitled to the higher shift loadings.
- (c) The loading prescribed in 7.1(a), will apply to accrued but untaken annual leave on termination.
- (d) If the period during which an Employee takes paid annual leave includes a public holiday, the Employee is taken not to be on paid annual leave on that day.
- (e) The Company may direct Employees to take accrued annual leave on one month's notice, the Company will generally close down the Project for one or more weeks over the Christmas - New Year period and in these cases, Employees will generally be required to ensure that they have sufficient annual Leave remaining to enable them to take leave for the period of the shutdown. In the event that they do not have annual leave or RDO accruals, the Employee may be required to take leave without pay for such period or a combination of annual leave, RDO's and leave without pay.
- (f) Except as directed, annual leave will be taken at a time agreed between the Company and the Employee. Unless otherwise agreed, one month's notice of the intended start of annual leave will be given by the Employee. Annual leave may be taken in any combination of days or weeks agreed between the Company and the Employee.
- (g) 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.
- (h) Where an Employee has exhausted their 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 has used all types of leave accruals, for example; annual leave, sick leave, RDO etc, the Employee must make a formal request in writing for leave without pay providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay.
- (i) Accrued, but untaken, annual leave is paid out on termination of employment.

### 7.1.2 Personal/Carer's Leave

- (a) Employees (other than casual employees) will be entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) entitlement, based on the Employee's ordinary rate of pay, per annum.
- (b) New Employees accrue ten (10) days paid personal/carer's 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) 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.
- (d) Sick Leave is not paid while an employee is receiving Workers' Compensation.
- (e) Personal/carer's leave will be paid at the Employee's Wage Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the employee must meet the following requirements: (i) Have accrued personal/carer's leave;
  - (i) Notify their Supervisor of the absence as soon as possible and wherever practicable, no later than four hours from the Employee's start time, (If the Employee fails to notify their Supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.13.
  - (ii) Advise the Company how long the absence on personal leave is likely to be;
  - (iii) Produce evidence satisfactory to the Company of the illness or injury or the need to use personal 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.
- (f) Personal/carer's leave will accumulate from year to year.
- (g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or at the completion of the Project. Where an Employee is terminated in accordance with clause 3.9 of this agreement or resigns from the Company, payment for unused personal/carer's leave will not occur.
- (h)
- (i) 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 7.1.2(g) above. An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement.

- (j) On each occasion that an Employee takes carer's leave, the Employee must provide the Company with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell
- (k) 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.

#### **7.1.1 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.

#### **7.2 Compassionate Leave**

- (a) Employee(s) will be entitled to compassionate leave in accordance with the FW Act.
- (b) An Employee will be entitled to a period of two (2) days paid compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to his/her life; or sustains a personal injury that poses a serious threat to his/her life; or dies.
- (c) The Employee will provide notice to the Company as soon as reasonably practicable.
- (d) The Company may require an Employee to provide to the Company, in accordance with the NES documentary evidence confirming the need to take such leave.
- (e) The Company, at its sole discretion, may grant up to ten working days of unpaid compassionate leave in addition to the paid entitlements.



### **7.3 Parental Leave**

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)).

### **7.4 Jury Service**

- (a) An 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) The Employee will notify the Company as soon as practicable, of the date upon which the Employee is required to attend for jury service.
- (c) The Employee will provide the Company with proof of attendance, duration of attendance and amount received.

### **7.5 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.
- (b) Employees will be entitled to long service leave in accordance with legislation.
- (c) An Employee will be entitled to payment of long service leave calculated on their base hourly rate of pay and productivity allowance stipulated in this Agreement.

### **7.6 Requests for Flexible Working Arrangements**

An Employee, who is an Employee who has worked with the Company for at least 12 months, and falls within one of the categories of Employees who can request flexible working arrangements, in accordance with the provisions of the FW Act, clause 37A of the *Building and Construction General On-site Award 2010*, 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

### **7.7 Community Service Leave**

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

### **7.8 Public Holidays**

- (a) All Employees will be entitled to the following Public Holidays without deduction of ordinary time earnings from the Employee's wage rate:
  - (i) New Year's Day;
  - (ii) Australia Day;

- (iii) Good Friday;
  - (iv) Easter Saturday;
  - (v) Easter Sunday
  - (vi) Easter Monday;
  - (vii) Anzac Day;
  - (viii) Labour Day;
  - (ix) King's Birthday;
  - (x) Christmas Day;
  - (xi) Boxing Day; or
  - (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.
- (b) A Day Worker required 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.
- (c) A Shift Worker on Afternoon Shift or Night Shift 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.
- (d) Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for the Employee's wage rate 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 7.8(d) will only apply when the Public Holiday(s), as provided for in clause 7.8(a), which falls on any day between Monday and Friday.
- (e) Employees required to work on a public holiday will be afforded a minimum of 4 hours' work, or be paid as such. For the balance of any hours not worked on the public holiday that would have formed part of the employee's ordinary hours of work, the Employee will be paid at their ordinary rate of pay.
- (f) 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 7.8 will apply to the substituted day.

#### **7.9 Union Picnic Day**

- (a) No work will be scheduled on the Union picnic day which occurs on the first Monday in December each year, or on a substitute day as agreed with a majority of Employees. This is a paid day off.

- (b) If an Employee is required to work on the Union picnic day and that day hasn't been substituted in accordance with this clause, then the employee will be afforded a minimum of four (4) hours work or paid as such, and paid at the rate of double time and a half of their ordinary wage rate of pay for all hours worked.

#### **7.10 Family and Domestic Violence Leave**

Employees will be entitled to family and domestic violence leave in accordance with applicable legislation (e.g. the NES in the FW Act).

### **PART 8 ADMINISTRATION**

#### **8.1.1 Workers Compensation Top Up Insurance and 24 Hour Sickness and Accident Cover for Employees who are eligible to be members of the AWU**

- a) The Company will provide top-up workers compensation insurance, and 24-hour sickness and accident insurance for Employees who are eligible to be members of the AWU 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) The Company acknowledges that an administration fee for the insurance policy will be payable to Chifley Services PTY LTD. The administration fee will be \$6 per week for each employee covered by the agreement.
- d) Employee(s) will be registered with the agreed provider.
- e) The agreed provider will supply this insurance and the level of monthly contribution per employee will not exceed 3% + GST of gross wages and at a minimum the insurance will cover the following:
- Payments to commence within 14 Days of a claim being correctly submitted;
  - Payments per week to the Employee by the insurer of 90% income (100% for workers compensation top up) to a maximum of \$4,500.00;
  - Sickness benefit;
  - Accident benefit;
  - Workers compensation top up insurance;
  - Superannuation contribution benefit meeting the applicable superannuation guarantee contributions rate based on the employees pre-disability income up to a maximum of \$500.00 per week;
  - 104 weeks cover
  - 26 weeks cover including for Mental health conditions.
- 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.

**8.1.2 Income Protection, Trauma and Journey Insurance and other Benefits for Employees who are eligible to be members of the CFMEU**

- a) IPT Agency Co Ltd administers the insurance schemes covering income protection, trauma and journey accidents (Income Protection, Trauma and Journey Accidents Insurance Schemes) applicable **for Employees who are eligible to be members of the CFMEU.**
- b) The Company shall pay contributions to IPT Agency Co Ltd collected through Incolink, on behalf of each Employee who is eligible to be members of the CFMEU, on a monthly basis, in the amount of:

<b>Year</b>	<b>Maximum Sum Insured</b>	<b>Insurance Premium per week per Employee</b>
Year 1 2024/25	\$2,200	\$49.00
Year 2 2025/26	\$2,200	\$49.00
Year 3 2026/27	\$2,300	\$52.00
Year 4 2027/28	\$2,300	\$52.00

- c) Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an Employee covered by this Agreement will be covered for Income Protection, Trauma and Journey Accidents insurance.
- d) In addition, there may be additional benefits payable to Employees covered by this Agreement who are eligible to be members of the CFMEU including Childcare Assistance Benefit payable in the event of a death of an Employee or their dependent spouse and Bill Payer Insurance to qualifying Incolink members.
- e) In the event the Company has failed, including by way of omission or delay, to pay the premium to effect insurance coverage, the Company must immediately make good any shortfall or arrears in premium/contribution to IPT Agency Co Ltd. The Company will pay to any affected Employee \$2000 net per week and all the benefits that would have otherwise been payable to the Employees under the insurance policy.

**8.2 Payment of Wages**

- (a) Payment will be made weekly by direct electronic funds transfer to the Employee's nominated bank account.
- (b) The pay week will be from Monday to Sunday, with wages being paid to the Employee's nominated bank account on the following Thursday.
- (c) Where a payment falls on a public holiday, the Company will make the payment of wages on the following working day.
- (d) All wage increases during the life of this Agreement will be made in accordance with Appendix A and will take effect from the first full pay period after the effective date.

- (e) The Company will, upon written request by the Employee and with agreement from the Employee, administer payroll deductions that are lawful for the Company to make under legislation.
- (f) Any overpayment of wages made to the Employee in error by the Company will, by written agreement with the Employee in each instance, be deducted from the Employee's wages over a negotiated period. Any outstanding amounts must be repaid while the Employee is employed by the Company.
- (g) Employees will not unreasonably withhold consent for reimbursement to the Company of any overpayments of wages.

### **8.3 Employee Representative**

- (a) The Company acknowledges that Employee(s) may choose to elect a representative(s) from among the Company's Employees (who may or may not be a Union delegate). Such elected representative(s) will be recognised by the Company as the accredited Employee Representative(s) and will be allowed reasonable time during working hours to submit to the Company matters affecting the Employee(s) they represent. An Employee Representative is required to perform productive work within their range of qualifications and skills when not representing other Employee(s) on the Project (that is, an Employee Representative will not be a non-working shop steward).
- (b) The Employee Representative(s) will, subject to approval by their Supervisor in consultation with the Project Employee Relations Manager, be released from normal duties without loss of pay, where reasonably required to:
  - (i) Attend any court or industrial tribunal proceedings associated with this Agreement (provided that reasonable notice in advance is provided to the Company);
  - (ii) Consult with other Employee(s) in relation to any matter arising out of this Agreement or in connection with their employment with the Company. However, time taken by the Employee Representative and Employee(s) for such discussions must not be unreasonable, and must not unduly disrupt the performance of work. Such discussions must also be consistent with freedom of association requirements. To avoid doubt, this clause 8.3 is not intended to confer rights on Employee Representative(s) to perform similar functions of union officials, for the purpose of union officials avoiding right of entry requirements; and
  - (iii) Attend training courses (where approved by the Company) designed to effectively equip the Employee Representative with knowledge in respect of Employee entitlements and relevant legislation.

### **8.4 Severability**

- (a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the *Fair Work Act 2009* (Cth).
- (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 *Fair Work Act 2009* 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.

#### **8.5 Employee Awareness**

Employee(s) will be provided with a copy of this Agreement. The Company will additionally ensure that a copy of this Agreement is available on-site for ready access by Employees.

#### **8.6 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 unless it is verified that they have the Right to Work in Australia.

#### **8.7 Restrictive Work Practices**

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.

#### **8.8 Other Employment**

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.

#### **8.9 Confidentiality**

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.

**PART 9 SIGNATORIES**

**Signed for and on behalf of (Whittens Pty Ltd, L2 302 Selby Street, Osborne Park, WA) by:**

Name Laurie Moran

Position Executive HR Manager

On

Date 24.06.2024

  
Signature

In the presence of:

Name Carla Montgomery

  
Signature

**Signed on behalf of the Australian Workers Union, 16-20 Good St, Granville NSW 2142,  
as the bargaining representative for the Employees:**

Name TONY CALLINAN

Position AWU NSW BRANCH SECRETARY

On

Date 15 July 2024

  
Signature

In the presence of:

Name Nicole Alexander

  
Signature



Signed on behalf of the Construction, Forestry and Maritime Employees Union, 2/63 Miller  
St Pyrmont, NSW 2009 as the bargaining representative for the Employees:

Name DARREN GREENFIELD

Position STATE SECRETARY

On 16/7/24.

Date

  
Signature

In the presence of:

Name RIM MALLO

  
Signature

**APPENDIX A - CLASSIFICATION STRUCTURE & WAGE RATES**

**CLASSIFICATION STRUCTURE & WAGE RATES SURFACE WORKER (“SW”)**

The Surface Worker (“SW”) classifications will apply to Employees performing work of the nature of civil construction on the surface who are engaged in the classifications set out below, and are employed to perform the following works, including, but not limited to:

Construction of roadworks, earthworks, structures, service relocations, associated buildings, structures and traffic management, this includes civil construction, local area station box works, earthmoving, road construction, surface excavation, drainage, and all other directly associated works.

The Surface Works Agreement and the Surface Worker (“SW”) classifications will not apply to any work involving the use of mobile cranes, tower cranes or related works however engaged.

**Determination of Classification for individual Employees**

- (a) The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Company, regardless of that person’s level of skill.
- (b) This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
- (c) Individual classification levels will only change where the primary task for which the individual is engaged changes.

**SW Classifications & Base Hourly Rates**

Level	Primary Role/Duties Employee Engaged to Perform	From approval of the Agreement
SW1	<ul style="list-style-type: none"> <li>• New Entrant (entry level with less than 12 months experience)</li> <li>• General Labourer</li> <li>• Stores Assistant</li> <li>• Peggy/Nipper</li> </ul>	<b>\$38.97</b>
SW2	<ul style="list-style-type: none"> <li>• Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter</li> <li>• Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman</li> <li>• Traffic Controller</li> <li>• Chainman</li> </ul>	<b>\$40.67</b>
SW3	<ul style="list-style-type: none"> <li>• Elevated Work Platform Operator with Ticket Hoist Driver</li> <li>• Concrete Finisher Form Setter</li> <li>• Road Roller Operator under 12T</li> <li>• Heavy Mobile Plant Operator (0-5T) (excluding any mobile crane)</li> <li>• Ticketed Dogman</li> <li>• Steel fixer</li> <li>• Ticketed Forklift Driver</li> <li>• Telehandler (Up to 4.5T)</li> <li>• Hiab Operator</li> <li>• Shotcreter</li> <li>• Crew</li> </ul>	<b>\$42.36</b>

Level	Primary Role/Duties Employee Engaged to Perform	From approval of the Agreement
SW4	<ul style="list-style-type: none"> <li>• Concrete Line Pump Operator</li> <li>• Road Roller Operator 12T and over</li> <li>• Concrete Finisher</li> <li>• Concrete Paving Spreader</li> <li>• Non-certified Tradesperson</li> </ul>	<b>\$43.84</b>
SW5	<ul style="list-style-type: none"> <li>• All Trade Qualified Tradesperson, including and not limited to; Mechanical or Electrical Tradesperson,</li> <li>• Heavy Mobile Equipment (excluding any mobile crane)</li> <li>• Operators of: Tractor up to but not exceeding 48kw (65bhp),</li> <li>• Skid Steer Excavator up to but not exceeding 48kw(65bhp),</li> <li>• Dumper/Water Cart not exceeding 40T,</li> <li>• Mobile Concrete Pump Boom,</li> <li>• Forklift not exceeding 48kw,</li> <li>• Shotcrete Placing Machine,</li> <li>• Paver</li> <li>• Fixed Plant Operator</li> </ul>	<b>\$46.02</b>
SW6	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator (up to 25T) (excluding any mobile crane except a Franna crane up to 25T)</li> <li>• Operators of:</li> <li>• Tractor 48kw up to but not exceeding 370kw,</li> <li>• Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including :960, 966, 980,</li> <li>• Dry Batch Plant, Pug Mill,</li> <li>• Skid Steer Tractor from 48kw,</li> <li>• Forklift from 48kw but not exceeding 220kw,</li> <li>• Excavator not exceeding 3cubic metres,</li> <li>• Dumper/Water Cart over 40T but not exceeding 100T, Dozer DB without GPS,</li> <li>• Compactor 825 without GPS, Graders 140.143.14 16 without GPS</li> <li>• Special Class Tradesperson</li> </ul>	<b>\$48.17</b>
SW7	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator (&gt;60-100T) (excluding any mobile crane)</li> <li>• Operators of:</li> <li>• Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION,</li> <li>• Trimmer,</li> <li>• Excavator from 3 cubic metres,</li> <li>• Loader-Front End and Overhead from 370kw up to but not exceeding 450kw</li> <li>• Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS,</li> <li>• Dozer DB with GPS</li> </ul>	<b>\$50.36</b>
SW8	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator(&gt; 100T) (excluding any mobile crane)</li> <li>• Operators of:</li> <li>• Tractor from 450kw including Dozer DII, D10-48kw, 475, Grader with Final Trim,</li> <li>• Scraper 637</li> </ul>	<b>\$52.50</b>

**# Table 2: Wage Rates – Surface 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.

	1-Jan-25
	Rate per hour
<b>SW1</b>	<b>\$40.34</b>
<b>SW2</b>	<b>\$42.09</b>
<b>SW3</b>	<b>\$43.85</b>
<b>SW4</b>	<b>\$45.37</b>
<b>SW5</b>	<b>\$47.63</b>
<b>SW6</b>	<b>\$49.86</b>
<b>SW7</b>	<b>\$52.12</b>
<b>SW8</b>	<b>\$54.34</b>

**APPENDIX B - ALLOWANCES & CONTRIBUTIONS**

<b>Flat or All Purpose</b>	<b>Allowance/Contribution</b>	<b>Amount</b>
Flat	<b>Productivity Allowance (per hour worked)</b>	\$6.00
Flat	<b>Leading Hand Allowance (per week)</b>	
	- 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	<b>First Aid Allowance (per day)</b>	
	- Senior First Aid	\$3.00
	- Occupational First Aid	\$4.77
Flat	<b>Overtime Meal Allowance</b>	\$23.50
Flat & All Purpose	<b>Tradesperson Allowance</b>	Prescribed at Clause 5.7
N/A	<b>Shift Penalties</b>	
	Day Shift	Ordinary Time
	Afternoon Shift	Ordinary Time + 50%
	Night Shift	Ordinary Time + 50%
Flat	<b>Redundancy Contribution per week</b>	\$180.00
N/A	<b>Superannuation (per week)</b>	11.50%
Flat	<b>Workers Compensation Top Up Insurance and 24-Hour Accident Cover (per month)</b>	Company provided at cost

### APPENDIX C - APPRENTICES

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

Level	Percentage of SW/TW5
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 SW/TW5
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 Allowance:** The Company will pay Productivity Allowance prescribed at clause 5.3.

**Superannuation:** The Company will make Superannuation contribution as prescribed at Clause 5.10.

**APPENDIX D- MOBILIZATION AND DEMOBILIZATION, REST AND RECREATION (R & R)**

**1 Rest and Recreation (R and R)**

- (A) The employer will transport the Employee by economy air or bus to and from the nearest location to their usual place of residence as set out in the table below.
- (B) For those employees who mobilize by bus it will be from the approved pick up and departure point.
- (C) Employees will be allowed a reasonable amount of baggage (to the maximum allowed in economy air by the transport provider) in addition to toolboxes where they are required. Any excess of non-suitcase articles must be agreed to by the employer prior to any travel.
- (D) All Employee will be paid four (4) hours for travel the return trip, calculated at the employees Base Hourly Rate of pay for ordinary hours. Travel time does not form part of the employee's ordinary hours of work.
- (E) The Employees R&R travel payments are dependent on the Employee being available to commence work on the first working day immediately following the period of R&R.
- (F) The work cycle of each Employee will commence on his or her commencement date on the Project. The Employer may choose to shorten or lengthen the Employee's first work cycle to align the Employee's work cycle with that of other Employees. The work cycle forms the basis for scheduling the staffing of the Project.
- (G) R&R is classified as authorized non-work time unless accrued RDO's are paid out. The Employer may reschedule the taking of the R&R leave to meet operational requirements. The Employee may then be required to work a shortened/extended work cycle in order to regain their original work cycle. The Employer must provide at least one (1) week's notice of such change.

**Airport and Bus pickup locations**

Approved Airports	<ul style="list-style-type: none"><li>• Perth</li><li>• Sydney</li><li>• Melbourne</li><li>• Brisbane</li><li>• Adelaide</li><li>• Darwin</li><li>• Hobart</li><li>• Canberra</li></ul>
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Approved Bus Pickup Locations	<ul style="list-style-type: none"><li>• Canberra</li><li>• Cooma</li><li>• Tumut</li></ul>
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