

Collective Agreement
BUILDERS

2024-2027

Between

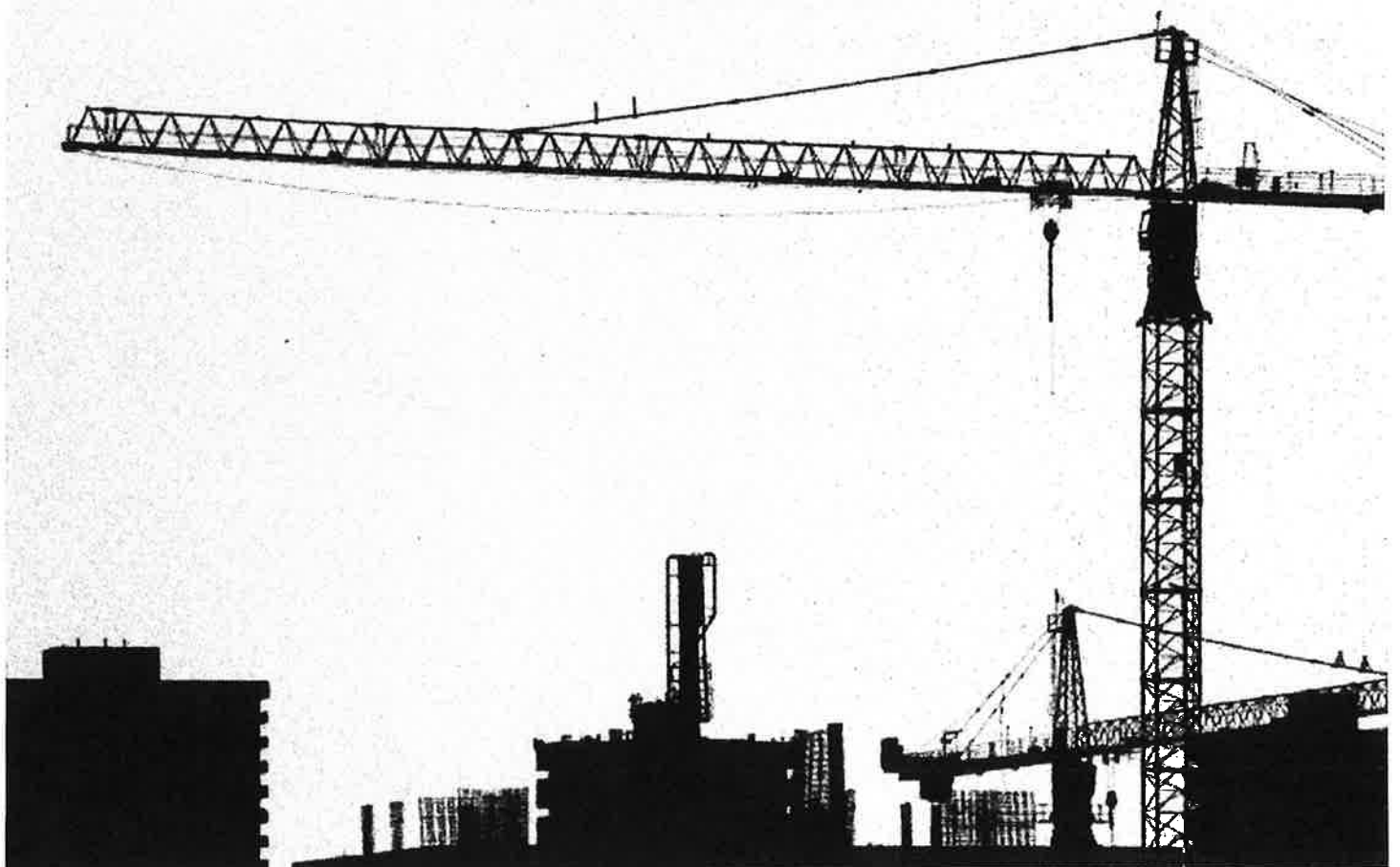
Multiplex Australasia Pty Ltd

&

Employees &

Construction Forestry and Maritime Employees Unio

CFMEU
NEW SOUTH WALES



Multiplex Australia / CFMEU Collective Agreement 2024-2027

TABLE OF CONTENTS

1.	Application And Purpose/Intent	3
2.	Period Of Operation	4
3.	Definitions	4
4.	Incorporation Of Award Provisions	4
5.	Terms Of Employment	5
6.	Trade Union Rights And Representation	6
7.	Consultation	8
8.	Industrial Dispute And Grievance Settlement Procedure	10
9.	Work Health And Safety	11
10.	Long Service Leave	19
11.	Superannuation And Redundancy And Income Protection, Trauma And Journey Insurance And Training Levy	19
12.	Industry / Workers Welfare	22
13.	Flexibility	22
14.	Hours Of Work/Rostered Days Off	23
15.	First Aid Allowance	25
16.	Leading Hand Allowance	25
17.	Productivity Allowance	26
18.	Site Allowance	26
19.	Tool Allowance (Carpenters)	26
20.	Training Program	26
21.	Effective Work Organisation	27
22.	Security Of Employment	28
23.	Sham Contracting & Compliance	29
24.	Medical Assessment	31
25.	Personal Leave, Annual Leave, Jury Service, Public Holiday And Picnic Day	31
26.	Parental Leave	33
27.	Family Violence Leave	33
28.	Compassionate Leave	35
29.	Multiplex Health Insurance	35
30.	Work Clothing	35
31.	Travel	35
32.	Skills Based Pay Structure	37
33.	Rest Periods And Crib Times	37
34.	Lump Sum Payment	37
35.	Meal Allowance	37
36.	Overtime	37
37.	Employee Assistance Program	39
38.	Hiring And Placement Procedures	39
39.	Retrenchments	41
40.	Warning Procedures	41
41.	No Extra Claims	42
42.	Endorsement Of Agreement	43
	APPENDIX 1 – Hourly Rates And Extra Benefits And Provisions	44
	Appendix 2 – Skills Based Classification Matrix	51
	Appendix 3 - Rdo Calendar	64
	Appendix 4 – Code Of Conduct	68
	Appendix 5- Heat Policy	70
	Appendix 6- Drug And Alcohol Policy	73
	Appendix 7- Five-Day Week Monday To Friday Projects	83
	Appendix 8- Work On Rdos On Identified Projects	85
	Appendix 9- Consultative Committee Constitution	86

1. APPLICATION AND PURPOSE/INTENT

1.1 Application

a) Subject to this clause and section 53 of the Act, this Agreement covers:

- (i) the Employer;
- (ii) the Employees; and
- (iii) the Union;

in the building and construction industry in the State of New South Wales.

1.2 Purpose/Intent

- a) Multiplex maintains a commitment to developing and applying environmental, social and economically sustainable solutions across all areas of its business activity.
- b) Consistent with our commitment and in recognising that the critical issue that drives sustainable outcomes is the conservation of resources today, for use by future generations, Multiplex believes that the ongoing development and engagement by our workforce, is fundamental to our success in achieving outcomes that minimise impact on the environment.
- c) This Agreement is intended to promote a workplace culture that has sustainable outcomes as a core value.
- d) The practical application of sustainability as a core value, is to create the operating environment that best supports innovative approaches and a commitment to protecting the environment by:
 - (i) enabling Multiplex to maintain and enhance its reputation of an on-time, within budget and safe construction company, and through its reputation and performance, procure work, which will enable the continued employment of its workforce;
 - (ii) confirming the advantages available to all parties through working collaboratively;
 - (iii) creating a more secure, productive, healthy and safe working environment for all Multiplex Employees;
 - (iv) maintaining awareness among all Multiplex Employees of the need for continuous improvement in all aspects of the design, construction and delivery process, including reducing carbon emissions generated by our activities;
 - (v) enabling Multiplex to continue to meet the time, cost and quality requirements of its clients;
 - (vi) recognising and supporting the contribution made by Multiplex Employees in achieving sustainable outcomes;
 - (vii) maintaining an appropriate standard of ethical behaviour for all Multiplex Employees, by reference to a Code of Conduct (see Appendix 4);
 - (viii) providing training opportunities to Employees so as to enhance their skills and employment prospects in a carbon constrained economy; and
 - (ix) enabling Employees to enjoy an appropriate balance between work obligations and their private lives.

2. PERIOD OF OPERATION

- a) This Agreement shall apply from the date of lodgement and shall remain in force until 4 July 2027.
- b) This Agreement shall continue to apply beyond its nominal expiry date until replaced by another agreement or terminated by one of the parties.
- c) At least three (3) months before the expiry of this Agreement, and ongoing as necessary, the Parties may commence discussions concerning a future agreement. Employees, including casuals, will be eligible to attend a maximum of four (4) paid meetings (maximum duration four (4) hours) during ordinary hours of work convened to discuss their needs and expectations in respect of any future Agreement. The meetings will be convened at a date and time convenient to Multiplex and the Union.

3. DEFINITIONS

- a) **'Act'** means the Fair Work Act 2009 (Cth).
- b) **'Agreement'** means this enterprise agreement between Multiplex and its Employees.
- c) **'Consultative Committee'** means the committee described in clause 7.1.
- d) **'Employee'** means an Construction Worker Employee covered by this Agreement.
- e) **'Multiplex'** means Multiplex Australasia Pty Ltd. Where this Agreement provides for a decision to be made by Multiplex the written approval of a Director is required.
- f) **'RDO'** means Rostered Day Off.
- g) **'Site Management'** means the Multiplex Project Manager and/or Site Manager responsible for the particular workplace.
- h) **'Union'** means the Construction Forestry and Maritime Employees Union.
- i) **'BCGOA'** means the Building and Construction General On-site Award 2020.
- j) **'NES'** means the National Employment Standards as contained in the Fair Work Act 2009 (Cth)

4. INCORPORATION OF AWARD PROVISIONS

- a) The terms and conditions of the Building and Construction General On-site Award 2020 ("the BCGOA"), 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.
- b) 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.
- c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- d) This Agreement will not operate so as to cause any overall reduction in rates and conditions as would otherwise apply under the BCGOA, or in standards concerning parental leave, termination change and redundancy, standard hours of work, annual leave or long service leave.

- e) Arising from the implementation of this Agreement, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

5. TERMS OF EMPLOYMENT

5.1 Full - time Employment

- a) All Employees, except casuals, will be engaged on a weekly hire basis for the duration of this Agreement.

5.2 Apprentices

- a) Rates of pay, hours of work and conditions for apprentices engaged by Multiplex will be in accordance with the Building and Construction General On-site Award 2020. Provided that Apprentices will be paid at the rate of double time for all hours worked in excess 40 hours per week (40 hours includes 0.8 of an hour per day accruing for Rostered Days Off).
- b) In addition, apprentices shall also receive in full all other benefits and applicable allowances in this Agreement and the BCGOA as applicable, including redundancy benefits, work clothing, income protection/workers compensation top up cover, RDOs, and Multiplex health insurance contribution.

5.3 Trainees

- a) Rates of pay, hours of work and conditions for trainees engaged by Multiplex will be based on Schedule C, C1 and D (National Training Wage) of the BCGOA. Provided that Trainees will be paid at the rate of double time for all hours worked in excess 40 hours per week (40 hours includes 0.8 of an hour per day accruing for Rostered Days Off).
- b) In addition, trainees shall also receive in full all other benefits and applicable allowances in this Agreement and the BCGOA as applicable, including redundancy benefits, work clothing, income protection/workers compensation top up cover, RDOs, and Multiplex health insurance contribution.
- c) Traineeships will be for a 12-month period. Any offer of continuous employment upon successful completion of a traineeship shall be at the sole discretion of Multiplex. Conditions of Employment on completion of a 12-month traineeship and attract a CW 1 classification rate of pay. Wherever possible, Aboriginal and Torres Strait Islanders will be given the opportunity of employment.

5.4 CASUAL LABOUR

- a) A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for casual employment, the Employee must be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- b) A casual Employee must be entitled to all the applicable rates and conditions of employment prescribed in this Agreement, including redundancy contributions except annual leave, personal leave, jury service, and public holidays on which no work is performed. A casual employee is entitled to unpaid bereavement leave, domestic violence leave, unpaid carer's leave and unpaid parental leave.
- c) On each occasion a casual Employee is required to attend work, the Employee must be offered a minimum of eight (8) hours work and be entitled to be paid for time worked plus allowances, the relevant fares and travel allowance, and daily rate of redundancy contribution in this Agreement.

- d) A casual Employee for working ordinary hours must be paid 135 percent of the hourly rate prescribed in this Agreement for the Employees classification.
- e) A casual Employee required to work overtime, or weekend work must be entitled to the relevant penalty rates prescribed in this Agreement provided that:
 - (i) Where the relevant penalty rate is double time, the Employee must be paid 235 percent of the hourly rate prescribed in this Agreement Employee's classification.
 - (ii) A casual Employee required to work on a public holiday must be paid 285 percent of the hourly rate prescribed in this Agreement for the Employee's classification.
- f) Termination of all casual employment must require one hour's notice on either side or the payment or forfeiture of one hour's pay, as the case may be.
- g) A casual Employee, who has been engaged by the Company on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.
- h) Any Employee, who is entitled to be converted to permanent employment pursuant to this clause is entitled to be paid 180% of the hourly rate prescribed in this Agreement for the Employee's classification from the first day of the seventh week of their employment.

6. TRADE UNION RIGHTS AND REPRESENTATION

6.1 Union Delegate

- a) This clause outlines the rights for Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented or not.
- b) Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.
- c) Multiplex shall not initiate, be involved in, or interfere with the election of a Union Delegate(s).
- d) Where an Employee has been elected as a Union Delegate Multiplex will recognise the following rights:
 - (i) the right to be treated fairly and to perform their role without any discrimination in their employment;
 - (ii) the right to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
 - (iii) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;
 - (iv) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
 - (v) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

- (vi) the right to represent the interests of members in their workplace to the Union, Multiplex and industrial tribunals/courts;
- (vii) the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;
- (viii) the right to paid time (including wages, productivity allowance and fares) to attend Union endorsed training/forums which are directed to improving the skills and knowledge of the participant in the system of workplace relations;
- (ix) prior to Multiplex making a decision to terminate or transfer a Union Delegate Multiplex shall notify the Union Delegate 10 days in advance of such termination or transfer. Payment in lieu of notice may be made by agreement;
- (x) Union members employed by Multiplex have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement, where they so choose;
- (xi) the right to reasonable time during working hours to consult and confer with Employees, Union members and officials;
- (xii) be present at site induction meetings for the purpose of being introduced as the Delegate;
- (xiii) the right to have reasonable paid time off during usual working hours to participate in the operation of the Union; and
- (xiv) the right to address new Employees about the benefits of union membership at the time they enter employment or on site.

6.2 Facilities

- a) Multiplex shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner.
- b) The facilities shall include:
 - (i) a telephone;
 - (ii) a table and chairs
 - (iii) a filing cabinet;
 - (iv) air-conditioning/heating;
 - (v) access to stationery and other administrative facilities, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management.
 - (vi) a private lockable area.
 - (vii) A suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Union Delegate. The Company will respect the privacy of the Union Delegate's use of these facilities and will not monitor communications using that location.

6.3 Union Delegate/ Health and Safety Representative Termination

In cases where Multiplex is considering terminating (or transferring) the services of an elected Union Delegate/ Health and Safety Representative a ten-day mandatory consultation period shall be initiated by Multiplex with the affected Employee and the Union, prior to any final decision on termination or transfer being made. The affected Employee and the Union will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process (except in cases where Clause 40(e) applies). If Multiplex fails to comply with any of these requirements, the notice period that Multiplex must give to the affected Employee over above the notice otherwise due shall be increased by 4 (four) weeks.

6.4 Trade Union Rights Promoting Representation of Members

- a) Any Multiplex representative who discourages an Employee from becoming a financial member of the Union breaches the intent of this Agreement.
- b) Multiplex must invite the Union delegate to attend every Company induction for new Employees and to address Employees.
- c) A standing invitation exists for any representative of the Union covered by this agreement to enter any place where Company Employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.
- d) Multiplex will allow the Union to promote membership of the Union.
- e) Multiplex will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- f) Multiplex will provide any information to the Union about Employees that the Union requires, to ensure compliance with this Agreement, subject to relevant legislation.
- g) Multiplex will provide information about the Union to an Employee that the Union requires.

7. CONSULTATION

7.1 Consultation Generally

- a) Multiplex will consult the Employees covered by this Agreement about major workforce changes that are likely to have a significant effect on the Employees.
- b) Employees involved in any such consultation may be represented by the Union or other appropriate Employee representative/s.
- c) The Parties acknowledge the central role of the Multiplex Consultative Committee (Consultative Committee) in developing and maintaining the conditions and industrial climate necessary for the successful application of the Agreement.
- d) The Consultative Committee will deal with but not be limited to monitoring all Multiplex workplace improvement initiatives, enterprise bargaining issues, and issues relating to staffing levels. Any issues and concerns relating to this Agreement should be submitted to the Consultative Committee for their recommendation(s) and assistance.
- e) The Consultative Committee will be comprised of permanent full-time Multiplex Employees only and will consist of representatives from management and the Employees in equal numbers. Employee representatives will be elected in accordance with the Consultative Committee Constitution (see Appendix 9).

- f) The Consultative Committee will meet on a regular basis to deal with any issues that may arise in relation to the application of this Agreement.
- g) It is accepted that a nominee of the Union bound by the Agreement may attend Consultative Committee meetings provided that the Consultative Committee receives reasonable prior notice from the Union of any issues to be raised with the Consultative Committee.
- h) All applications for technical skills training and reclassification must be submitted to the Consultative Committee. Based on the merits of the application, the Consultative Committee will make a recommendation to Multiplex. Approval for training or reclassification is at the sole discretion of Multiplex and will be made in consultation with the Consultative Committee.

7.2 Workforce Engagement: Communication meetings

- a) It is recognised that from time to time there is a need to provide a forum for discussion and communication of issues that affect Employees. All Employees will be invited to attend two (2) four (4) hourly paid communication meetings per annum.
- b) These meetings should encourage a forum of open discussion and feedback to Multiplex and Employees for improvement in all facets of Multiplex operations. These meetings should be conducted in a formal manner with an agenda, minutes and signed attendance register.
- c) A workforce engagement tool box meeting will be organised by the Multiplex to be held per site each week to facilitate and foster cooperative and productive workplace relations through effective communication and consultation.
- d) Items to be discussed at each meeting may include: programming of site work; site matters; WH&S and wellbeing; job design; productivity; Company policies and procedures; Agreement compliance including wages and conditions; compliance with statutory obligations and any other relevant workplace matters raised; and
- e) Notice of the meeting will be given to the employees at least one week prior to the scheduled date

7.3 Consultation for purposes of s205 of the Fair Work Act 2009

7.3.1 Consultation Regarding Major Workplace Change

- a) Where Multiplex is seriously considering, and prior to the taking of any definite decision on, the introduction of major workplace changes that are likely to have a significant effect on Employees, they will notify and consult with the affected Employees, or their nominated representative/s (e.g. Union or other representative).
- b) Multiplex will recognise the representative appointed by an Employee (if any), and consult in good faith in relation to such proposed changes, including by representing Employees during consultation regarding the proposed changes. For the purpose of this consultation, Multiplex will invite any nominated representative/s (e.g. Union or other representative) to attend the consultations under this clause. Such consultation will occur off site (also noting that this does not confer a general right to enter site to hold discussions with Employees).
- c) For the purposes of the discussion Multiplex will provide the relevant Employees and/or their nominated representative/s in writing:
- d) All relevant information about the change including the nature of the change proposed;
- e) Information about the expected effects of the change on the Employees; and
- f) Any other matters likely to affect the Employees.

- g) However, Multiplex is not required to disclose confidential or commercially sensitive information.
- h) Multiplex will give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- i) "Significant Effects" under this clause include termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

7.3.2 Consultation about Changes to Rosters or Hours of Work

- a) Where Multiplex proposes to change an Employee's regular roster or ordinary hours of work, consultation with the Employee(s) affected will take place and, if required their representative, about the proposed change.
- b) As soon as practicable after proposing to introduce the change, Multiplex will:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion, provide to the relevant Employees and their representative if requested by the Employees:
 - (iii) all relevant information about the change, including the nature of the change; and
 - (iv) information about what Multiplex reasonably believes will be the effects of the change on the Employees; and
 - (v) information about any other matters that Multiplex reasonably believes are likely to affect the Employees; and
 - (vi) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union.
- c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.

8. INDUSTRIAL DISPUTE AND GRIEVANCE SETTLEMENT PROCEDURE

- a) A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.
- b) Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- c) All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute.
- d) In the event of any work-related grievance arising between Multiplex and an Employee or Employees, the matter shall be dealt with in the following manner:

- (i) The matter shall be first submitted by the Employee/s or his/her job delegate/ Employee representative or other representative, to the site foreperson/ supervisor or the other appropriate site representative of Multiplex, and if not settled, to a more senior Company representative.
 - (ii) Alternatively, Multiplex may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/ Employee representative or other representative.
 - (iii) If still not resolved, there may be discussions between the relevant Union official (if requested by the Employee/s), or another representative of the Employee, and senior Company representative.
 - (iv) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.
- e) This procedure shall be followed in good faith without unreasonable delay.
 - f) If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.
 - g) All Parties will cooperate with the requests of the FWC including requests to provide substantiating information or undertaking an independent audit of matters arising from this Agreement. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.
 - h) Clause 39.10 Dispute Resolution Procedure Training Leave of the BCGOA is expressly incorporated as a term of this Agreement.

9. WORK HEALTH AND SAFETY

9.1 Procedure for resolving health and safety Issues

- a) The Parties agree that, for the purposes of s.81 of the WHS Act, matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.
- b) The Parties agree that, for the purposes of this procedure and s. 81(3) of the WHS Act, the following persons may be the representatives of the following parties:
 - (i) the Principal Contractor (as defined under the WHS Act) - the Site Manager or any other person nominated by the Principal Contractor;
 - (ii) Multiplex - the Site Manager or any other person nominated by Multiplex; and
 - (iii) the Employees - person nominated by the employee to act as the Employee's representative(s) (e.g. Union or other representative).
- c) The Employee, in the first instance, either by themselves or through their representative, advise their supervisor that:
 - (i) there is an issue to be resolved; and
 - (ii) the nature and scope of the issue.
- d) When a matter cannot be resolved in the first instance, the following procedure shall be adopted:
 - (i) The health and safety issue will be raised with the Site Manager and Health and Safety Representative (HSR) for the Designated Work Group (DWG) and/or Workplace Health and Safety Committee (WHS Committee) member;

- (ii) the DWG HSR and/or WHS Committee member will consult with the supervisor and the Site Manager (or Multiplex's representative) to resolve the health and safety issue;
 - (iii) where the health and safety issue is not resolved, the site WHS Committee will convene to resolve the issue in accordance with the WHS Act;
 - (iv) where the steps in 9.1 d) (i) to 9.1 d) (iii) have been exhausted and the health and safety issue has not been resolved, the matter may be referred for advice from a specialist (such as a WHS inspector from SafeWork NSW).
- e) Before a health and safety issue is escalated to 9.1 d) (iv) above, the affected parties must meet or communicate with each other to attempt to resolve the issue and then will advise that the matter will be referred to a specialist.
 - f) The Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue.
 - g) The Parties to a health and safety issue will be provided with relevant information in respect of the issue to ensure the timely resolution of the issue.
 - h) The affected parties must have regard to all relevant matters including:
 - (i) the degree and imminent risk to the Employees or other persons affected by the issue;
 - (ii) the number and location of Employees and other persons affected by the issue;
 - (iii) the measures both temporary and permanent that must be implemented to resolve the issue;
 - (iv) who will be responsible for implementing the resolution measures;
 - (v) whether the hazard or risk can be isolated; and
 - (vi) the time that may elapse before the hazard or risk is permanently corrected.
 - i) Once the health and safety issue is resolved, details regarding the resolution may be set out in writing if requested by any affected party to the issue. If a written resolution is prepared in accordance with this clause (Clause 9.1 i)), all parties to the issue must be satisfied that the written resolution reflects the resolution of the health and safety issue. A copy should be given to the parties. A copy should also be provided to the WHS Committee. This written resolution may be provided within a reasonable time after the work health and safety issue is resolved.

9.2 Direction to cease work

- a) If a health and safety issue exists concerning exposure to a serious risk to the Employee's health or safety, emanating from an immediate or imminent exposure to a hazard (Unsafe Work), there will be a right to cease the Unsafe Work in accordance with Division 6 of Part 5, WHS Act 2011 (Cth). Multiplex and/or the HSR for the DWG in relation to which the issue has arisen, may after consultation between them, direct that the work is to cease.
- b) During any period for which work has ceased in accordance with such a direction, Multiplex may assign any Employees whose work is affected to suitable and safe alternative work.

9.3 Health and Safety Representatives (HSR)

- a) Multiplex and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a WHS Committee.
- b) The HSR shall be elected by the Employees on the Project on a democratic basis and shall be subject to recall by a similar process.

- c) Parties covered by this Agreement recognise the important role of HSRs. HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- d) HSRs shall be allowed to consult with Company representatives, on matters directly concerned with the health and safety of workers, and the promotion of the safe conduct of work generally.
- e) HSRs will be allowed reasonable paid time during working hours to attend to health and safety matters affecting Employees he/she represents.
- f) At all times, the HSR may seek the assistance of the Union or a person suitably qualified in WHS. Multiplex may also seek such advice or assistance.

9.4 Rectification of Safety Hazard and Emergency Work

- a) Where, because of the existence of a serious safety hazard, an entire site has been stopped for a defined period of time and all Employees sent off site at the direction of Multiplex, those people directed to remain on site by Multiplex to perform serious safety hazard rectification work and emergency work, will be paid at the rate of double time for all such work performed.
- b) This payment is not applicable to normal dewatering or housekeeping, or where normal rectification occurs in a section of the site declared unsafe and whilst the remainder of the site carry on working.

9.5 Concrete Pours

Concrete slab pours over 150m³ in volume will not commence after 11:00am however, for concrete pours that do not involve slabs and are over 150m³, there may be consultation with the Parties as to the commencement of such pours after 11.00am.

9.6 Site Safety Inductions

In the interests of safety best practice, the site safety induction will be conducted on site and communicated face to face in paid ordinary hours. This does not preclude online registration / general onboarding of workers prior to arriving to the site safety induction, providing the time taken to undertake the onboarding is in paid time.

9.7 Protective Clothing

- a) All Employees, including apprentices however engaged, will be provided with protective clothing.
- b) The issuing of Personal Protective Equipment (PPE) and clothing is vital to Employee health and safety, comfort and productivity therefore needs to be selected consultation with Employees.
- c) Employees, including apprentices however engaged, are entitled to appropriate safety boots on commencement of employment in accordance with clause 20.1 of the BCGOA. If a new Employee does not have appropriate safety boots Multiplex will supply it. Safety boots will be replaced on a fair wear and tear basis on the condition that old safety boots are presented for inspection if required.
- d) All protective clothing and Personal Protective Equipment (P.P.E.) supplied will be replaced on a fair wear and tear basis.
- e) The Work Health and Safety Regulation 2011, reg40, places an obligation on Multiplex to ensure that:

- (i) ventilation enables workers to carry out work without risk to health and safety;
 - (ii) workers carrying out work in extremes of heat or cold are able to carry out work without risk to health and safety.
- f) Shirts, trousers, jackets, safety boots etc. and P.P.E. supplied, needs to be selected following thorough risk assessments with regard to specific workplace and environmental hazards and needs to maximise protection from all elements including but not limited to; visibility, sun, weather, dirt, cuts and abrasions, direct and indirect sources of heat, humidity, sparks and/or electrical conductivity.
- g) Such clothing shall be made from natural fibres and provide optimum comfort and protection for Employees without creating additional risks to their health and safety. All clothing/PPE must meet the relevant AS/NZS standards (refer to 9.7 j) and be labelled as required by those standards.
- h) Additional personal protective equipment e.g. gloves, eye protection, sun protection will be supplied by Multiplex.
- i) It is a condition of employment with Multiplex that whilst working on site, Employees are required to wear hard hats, safety boots and appropriate protective clothing at all times.
- j) The relevant standards are as follows:
- AS/NZS 1801 Occupational protective helmets
 - AS/NZS 1906.4:2010 High-visibility materials for safety garments
 - AS/NZS 2161.1:2016 Occupational protective gloves
 - AS/NZS 2210.1:2010 Safety, protective and occupational footwear
 - AS/NZS 4399:2017 Sun protective clothing
 - AS/NZS 4501 Occupational protective clothing
 - AS/NZS 4602 Garments for high risk applications
 - AS/NZS 1715:2009 Use and maintenance of respiratory protective equipment

9.8 Inclement Weather

- a) Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether hail, snow, cold, high wind, severe dust storm, extreme high temperature, air pollution, or the like, or any combination thereof) by virtue of which it is either not reasonable or it is not safe for Employees exposed to continue working.
- b) The Parties agree to address the issue of exposure to excessive heat and humidity conditions in accordance with the Policy outlined in Appendix 5, in addition, the process set out in Clause 24.14(a) of the BCGOA shall also apply to exposure to excessive heat and wind.
- c) Multiplex must confer with Employees and/or the Union/Union Delegate /HSRs within a reasonable time (which does not exceed 30 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply. Further, prior to the commencement of normal work, and no less than 30 minutes after the cessation of a period of rain during the workday, the site safety committee will undertake a safety walk to enable areas to open progressively.
- d) The Parties agree that inclement weather does not automatically create unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather. Employees shall not be required to commence a concrete pour in inclement weather. Refer to Heat Policy in Appendix 5 for concrete pours on days affected by heat. For concrete pours that do

not involve slabs and are over 150m³, there may be consultation with the Parties as to the commencement of such pours after 11.00am.

- e) Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by inclement weather, the Employee may be transferred to other work in the Employee's classification on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the Employee shall remain on site subject to the provisions of the BCGOA. The Employee shall be paid for such time without reduction of the Employees inclement weather entitlement.
- f) Should a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working, regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- g) Appropriately qualified Employees shall be available to clean up and / or de-water relevant work areas as directed following inclement weather where applicable.
- h) Where any Employee is required to work in inclement weather in cases where emergency work is required, or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.
- i) Where any Employee is required to undertake emergency work, demobilizing a mobile crane, or is required to work to ensure a concrete pour already commenced is completed to a practical stage, the Employee will be paid at the rate of double time calculated to the next hour from the point in time a decision is made to continue with the works until the works are completed, and in the case of wet weather be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain during emergency work, demobilizing a mobile crane, or a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the ordinary day without loss of ordinary pay. For clarity this subclause will apply to all employees involved in undertaking this work.
- j) All other BCGOA conditions apply except clause 23.12(b).

9.9 Multiplex Drug and Alcohol Policy

- a) Under no circumstances will any Employee affected by alcohol and / or affected by any other drug be permitted to work and / or operate any equipment on Multiplex projects. The Parties agree that no alcohol / drugs will be permitted on Multiplex projects.
- b) Multiplex supports the objectives, rehabilitation measures, consulting, peer support and training initiatives offered by the Building Trades Group (BTG) Drug and Alcohol Safety Rehabilitation Program and the Construction Industry Drug and Alcohol Foundation (CIDAF). Multiplex will encourage Employees who are affected by alcohol or any other drugs to utilise the services of BTG/CIDAF.
- c) The Parties agree to apply the Drugs & Alcohol Rehabilitation Program Policy (as amended from time to time by agreement) in Appendix 6.
- d) If there is a requirement to vary this program it will occur following consultation between the parties and the Union.

9.10 Mental Health and Well-being

- a) Multiplex and Employees recognise that mental health issues have a significant impact on health and safety. Suicide rates in the construction industry are higher than average and it is best practice for companies and employees to work to tackle the issue of mental health at the workplace.
- b) Multiplex and Employees also recognise that following a serious incident personnel may suffer trauma.
- c) In order to improve mental health outcomes, the Company agrees to sponsor the applicable Foundo Blue program (considered best practice) provided by the Construction Industry Drug and Alcohol Foundation tailored to the building and construction and allied industries and to utilise the related services available in managing health and safety issues.
- d) In addition, the Foundo Blue program will be introduced at inductions.

9.11 Employee Tools

- a) Lock up for Tools:
 - (i) Multiplex shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if requested by the Employee), a suitable and secure waterproof lock-up solely for the purpose of storing Employees' tools, and on multistorey and major projects Multiplex shall provide, where possible, a suitable lock-up for Employees' tools within a reasonable distance of the work area of large groups of Employees.
 - (ii) Where an Employee is absent from work because of illness or accident Multiplex shall ensure that the Employee's tools are securely stored during his/her absence.
- b) Compensation for Loss of Employee Tools:

Multiplex will replace all Employee tools lost or stolen while stored at the direction of Multiplex in a room, building, premises, job, workshop, Company vehicle or in a locker, up to a maximum value in accordance with Appendix 1 - Allowances. Where satisfactory evidence is produced by the Employee that they have suffered a greater loss, Multiplex shall pay the additional amount.

9.12 Mess/Change Sheds

- a) All sheds shall be weatherproof and soundly constructed to comply with the Construction Work Code of Practice July 2014.
- b) Covered walkways will be in place, as soon as practicable, between sheds, toilets and first aid facilities.
- c) Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of Multiplex's' equipment, tools and materials.

9.13 First Aid

- a) In the case where Employees are operating plant unaccompanied, at a distance of more than one (1) kilometre from an established camp or depot or from the centre of operation of a gang to which they are attached, a suitable first aid kit shall be provided for the operator of the machine.
- b) Every camp will have a defibrillator or defibrillators available installed and maintained to relevant Australian Standards.

9.14 Access to Floors, Tower Cranes and Jumpform

- a) In the interest of employee safety and wellbeing and best practice safety in particular in the event of emergency/first aid procedures, Employees will not be required to walk up or down more than the equivalent of 4 ordinary floors. Above 4 floors and below 4 floors Multiplex must install a hoist or builder's lift.
- b) In the interest of the safety and wellbeing of tower crane crews, the height of the climb by the tower crane driver must be considered and as such climbs of 30 metres or more are to be avoided wherever possible. Where climbs of 30 metres or more are unavoidable, the crane crew shall be consulted, and as soon as reasonable and practical, hoist access is to be provided to limit climbs to 30 metres or less.
- c) In the interest of employee safety and wellbeing and best practice safety, all hoists and builders' lifts will be operated by appropriately ticketed operators at all times.
- d) At least every 6 months after the erection of a tower crane on site a full safety check will be undertaken by an industry recognised independent crane assessor and agreed by the Union.

9.14 Training and related matters

- a) The parties recognise that in order to increase the efficiency and productivity of Multiplex a commitment to structured training and skill development is required.
- b) Accordingly Multiplex agrees to:
 - (i) Provide Employees with the paid opportunity to acquire additional skills through appropriately structured training based on nationally endorsed competency standards and curriculum and
 - (ii) Encourage Employees to seek formal recognition of skills including recognition of prior learning (RPL).
- c) Multiplex will consult Employees in respect of appropriate training which:
 - (i) Is consistent with Company business requirements.
 - (ii) Is relevant to the needs and expectations of Employees.
- d) Any approved training costs for courses will be paid by Multiplex. Multiplex will not be requested to meet the costs of training undertaken by Employees which is not approved.
- e) All training will be in paid time and any training conducted outside of ordinary hours will be paid for at overtime rates of pay.

f) Health and safety representative training

Employees elected as health and safety representatives in accordance with applicable work health and safety legislation will undertake an agreed training course arranged by the Company within six weeks of being elected, at no cost to the Employee. This training will be provided by the Union, or another provider nominated by the Union.

g) Asbestos and Silica awareness training

- (i) Multiplex agrees to schedule an agreed asbestos/silica awareness training course. It is agreed that this training will be provided by Creative Safety Initiatives (CSI), or another agreed provider nominated by the Union.
- (ii) Training will be undertaken within three months of the commencement of this Agreement for each current Employee who has not already participated in the training; and
- (iii) within three months of a new Employee commencing employment.
- (iv) Training will be re-done every three years.

h) Suicide Prevention Awareness

The Parties recognise that suicide prevention of Employees in the construction industry is an important issue, and Multiplex agrees to provide agreed awareness training to Employees, including apprentices, however engaged, as a component of their sponsorship for, and implementation of, the Foundo Blue Program (considered best practice).

i) Workplace Impairment Training/Procedure

- (i) Multiplex will provide, through the BTG Program, regular and on-going awareness, education and impairment training to all employees.
- (ii) Impairment awareness and policy information sessions will be delivered to all employees and renewed every 5 years.
- (iii) An impairment awareness and policy information component will be developed and incorporated into employee contractor, labour hire and visitor induction prior to entering the site for the first time.
- (iv) Impairment awareness and policy information will also be provided in a variety of multimedia formats including posters, flyers and regular tool box meetings.
- (v) No impairment testing of any kind, including drug and alcohol testing, will be undertaken until impairment awareness training has been undertaken by an Employee.
- (vi) Payment for the training will be paid in advance of the training being held.

j) Additional Training and Related Matters

- (i) This clause covers training matters that are agreed between the Parties.
- (ii) The Parties recognise that to increase the efficiency and productivity of the industry, a significant commitment to structured training and skills development is required. The

Company recognises its obligation to contribute to the skills and knowledge base of the industry.

- (iii) The Parties will consult on the development of training programs which are consistent with the following:
 - a. An Employee's skills will be assessed against those required in the nationally recognised formal training package relevant to their employment. Any necessary training will be provided to attain the relevant nationally recognised formal qualification.
 - b. Training provided will be consistent with the Company's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.

9.15 Workers Compensation & Rehabilitation of Injured workers

- a) In the event of a notifiable work-related injury, illness or disease Multiplex will ensure that a workers compensation claim is lodged in respect of the injured Employee in compliance with its obligations under relevant Workers Compensation legislation.
- b) The Parties to this Agreement shall ensure that any Employee who sustains a work-related injury, illness or disease, will be afforded every assistance in accessing a rehabilitation program aimed at returning that Employee to meaningful employment within the industry. The Company shall advise the Union Delegate/Employee Representative/HSR of such Employees and their return-to-work plans, subject to compliance with the Privacy Act 1988 (Cth).

9.16 Security of Entitlements under this Agreement

- a) The Parties recognise that due to the nature of the building and construction industry, the Company may from time-to-time face liquidity problems that may affect the Company's capacity to meet its obligations in terms of entitlements and remuneration due to Employees under this Agreement. In the event that this occurs, the Company shall notify the Union and Employees.
- b) The Company must immediately notify the Union and Employees in the event that the Company is going into, being placed or otherwise intending to go into administration (voluntary or otherwise) or liquidation or transferring Employees to a new entity

10 LONG SERVICE LEAVE

Upon commencement of employment, Multiplex shall register each Employee if not already registered with the Building and Construction Industry Long Service Corporation. Multiplex will strictly comply with all requirements of the relevant long service legislation. An Employee will be entitled to payment of long service where applicable calculated on the hourly rate, company productivity, site allowance and leading hand allowance where applicable provided for in this Agreement.

11 SUPERANNUATION AND REDUNDANCY AND INCOME PROTECTION, TRAUMA AND JOURNEY INSURANCE AND TRAINING LEVY

11.1 Superannuation

- a) Superannuation shall be paid in accordance with the Superannuation Guarantee Administration Act 1992 (Cth). Where an Employee does not nominate a fund, contributions will be paid into Cbus as

the default fund, or the contributions shall be paid into an eligible My Super fund nominated by the Employee.

- b) The Company shall make superannuation payments monthly in accordance with the Superannuation Guarantee Levy (SGL) + 2.5% up to a maximum of 14.5%, for all Employees, including Apprentices however engaged, and in compliance with the Trust Deed and this Agreement.
- c) "Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and paid leave and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings, including shift loading, prescribed by the BCGOA or this Agreement. In respect of any applicable company productivity / site allowance the SGL contribution rate plus + 2.5% up to a maximum of 14.5%, will apply for ordinary time pay including Designated Shutdown Long Weekend Saturday payments. All other provisions of the BCGOA shall apply.
- d) Multiplex will allow Employees to make additional contributions over and above Company contributions to their Cbus account by way of genuine salary sacrifice from pre-tax earnings.
- e) Employees electing to make salary sacrifice payments to superannuation shall sign the Salary Sacrifice Agreement Form found at <https://www.cbussuper.com.au>. Any arrangement or agreement for salary sacrifice will not affect or reduce an Employee's current or future entitlement under this Agreement, in terms of Superannuation Guarantee, annual leave, leave loading, overtime penalty rates, long service, redundancy, sickness benefits, workers compensation or any other accrual or entitlement. Such current entitlements will continue to accrue at current hourly gross rates. Any future wage, salary increase, accrual or entitlements including superannuation contributions under this Agreement and/or SGL will be based on gross rates of pay.

11.2 Redundancy

11.2.1 In respect of redundancy benefits

- a) Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.
- b) Multiplex 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 Multiplex covered by this Agreement will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.
- c) Multiplex shall pay contributions to the Nominated Redundancy Fund on behalf of each Employee, including apprentices and casuals covered by this Agreement, calculated on a weekly basis in accordance with Appendix 1 and paid in accordance with the Trust Deed.
- d) The liability of Multiplex to pay redundancy benefits to an Employee under this Agreement will be met to the extent that contributions are made by Multiplex in respect of that Employee to the Nominated Redundancy Fund.
- e) 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.

11.2.2 In respect of Income Protection, Trauma and Journey Insurance and other Benefits

- a) IPT Agency Co Ltd administers the insurance schemes covering income protection, trauma and journey accidents (Income Protection, Trauma and Journey Accidents Insurance Schemes).
- b) Multiplex shall pay contributions to IPT Agency Co Ltd collected through Incolink, on behalf of each Employee, on a monthly basis, in the amount of:

Year	Maximum Sum Insured	Insurance Premium per employee per week
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 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 Multiplex has failed, including by way of omission or delay, to pay the premium to effect insurance coverage for any Employee covered by this Agreement, Multiplex must immediately make good any shortfall or arrears in premium/contribution to IPT Agency Co Ltd. Multiplex 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.

11.2.3 In respect of the Industry Training Levy

- a) As an initiative to enhance the employment and career opportunities of Employees, the Parties will continue to facilitate ongoing training to improve occupational health and safety in the industry and to improve Employees' work skills so as to advance progression to higher industry skill levels.
- b) To support the cost of these training initiatives Multiplex will make a payment per Employee per week in accordance with the table below. Such monies to be paid to Construction and Building Industries Training (CABIT) Ltd and collected by Incolink to support that body's funding initiatives.

Year commencing	Contribution per Employee per week
1 July 2024	\$1.00
1 July 2026	\$2.00

12. Industry / Workers Welfare

- a) The Company will contribute \$6.00 per week for each Employee covered by this Agreement to the Construction Industry Drug and Alcohol Foundation (CIDAF), to assist with the provision of Employee drug and alcohol rehabilitation and treatment services.
- b) The weekly contributions are to be paid monthly to Incolink.
- c) This will apply to all Employees of the Company (except apprentices and trainees).

13. FLEXIBILITY

- a) Notwithstanding any other provision of this Agreement, Multiplex and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Multiplex and the individual Employee. The terms Multiplex and the individual Employee may agree to vary are limited to the following:
 - (i) Christmas closedown;
 - (ii) washing up time;
 - (iii) scheduling of smoko/lunch breaks; and
 - (iv) pay periods e.g. weekly, fortnightly, monthly.
- b) Multiplex and the individual Employee must have genuinely made the agreement without coercion or duress.
- c) The agreement between Multiplex and the individual Employee must:
 - (i) be confined to a variation in the application of one or more of the terms listed in clause 13a); and
 - (ii) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- d) The agreement will be taken not to disadvantage the individual Employee in relation to the Individual Employee's terms and conditions of Employment if:
 - (i) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual Employee under this Agreement and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
 - (ii) the agreement does not result in a reduction in the terms and conditions of employment of the individual Employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- e) The agreement between Multiplex and the individual Employee must also:
 - (i) be in writing, name the parties to the agreement and be signed by Multiplex and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (ii) state each term of this Agreement that Multiplex and the individual Employee have agreed to vary;
 - (iii) detail how the application of each term has been varied by agreement between Multiplex and the individual Employee;
 - (iv) detail how the agreement does not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment; and

- (v) state the date the agreement commences to operate.
- f) Multiplex must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- g) Multiplex will provide a written proposal to the Employee. Where the Employee's understanding of written English is limited Multiplex must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- h) The agreement may be terminated:
 - (i) by Multiplex or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between Multiplex and the individual Employee.
- i) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Multiplex and an individual Employee contained in any other term of this Agreement.

14. HOURS OF WORK/ROSTERED DAYS OFF

14.1 Hours of Work

- a) Ordinary hours will be Monday to Friday, 7.2 hours per day (36 hours per week) (Ordinary Hours) and 0.8 hours per day accruing towards an RDO, with 0.4 hours per day being time worked and the additional 0.4 hours per day accrued not being timed worked.
- b) The span in which ordinary hours may be worked shall be between 6.00am to 6.00pm Monday to Friday (**Span of Ordinary Hours**).
- c) The working day may commence between 6.00am and no later than 8.30am. However, the usual working day will be 7.00am to 3.30pm (the **Usual Working Day**). It is noted there may be circumstances when this Usual Working Day may be altered when some classifications of workers are required to commence work prior to the Usual Working Day to open the Project for the day and close the Project for the day and to prepare the amenities etc. A number of Employees may be asked by the Company to commence work between 6.00am to 8.30am.
- d) All time worked in excess of 8 hours per day, will be at overtime rates.
- e) All time worked outside the Span of Ordinary Hours will be at overtime rates.

Early Starts

- f) If due to Project requirements, when an early start (from at or after 4.00am to Usual Working Day) is required, an Employee will be paid for overtime at overtime rates up to the Usual Working Day when Ordinary Hours will commence in accordance with clause 14.1(c) above.
- g) Approval to work Early Starts in the day will be at the requirement of the Company and authorised by the Project Director (or equivalent) and in consultation with the affected Employee (and their representative).

Pre-start Meetings

- h) Time spent in pre-start meetings is time worked.

14.2 Shift Work

This clause is operational from the commencement of this Agreement. Only the provisions of the BCGOA clause 17.1 (e) and (j) apply. Clause 17.2 does not apply.

- a) Shift work for the purposes of this clause is defined as work comprising recurring periods in which different groups of workers do the same job in rotation (**Shift Work**).
- b) a "shift" may start at or after 3.00pm and before 4.00am
- c) Shift Work shall be paid at the rate of double the ordinary hourly rate of pay for all hours worked (including overtime) except for work performed on a Public Holiday where shift work will be paid double time and one half.
- d) An Employee who is required by Multiplex to work Shift Work (a Shiftworker) shall be provided at least 48 hours' notice of the requirements to work Shift Work. The General Manager, or a nominated representative of Multiplex must approve Shift Work.
- e) The shift will be eight hours per day (7.2 Ordinary Hours and 0.8 towards an RDO). For the avoidance of doubt, where an employee works shift work, 0.8 of the day is accrued to their RDO bank.
- f) The hours of work for shift workers, when fixed, must not be altered except for breakdowns or other causes beyond the control of Multiplex, provided that notice of such alteration must be given to the Employee no later than the ceasing time of their previous shift.

14.3 Rostered Days Off 2024-2027

- a) The ordinary working hours shall be worked in a 10 day/ 2 week cycle, Monday to Friday inclusive with eight hours worked for each nine [9] days, and with 0.8 of an hour on each of those days accruing toward the tenth day and can be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO'.
- b) RDO's shown as Other RDO's in the RDO Calendars (Appendix 3) can be worked or banked.
- c) Accrued RDO time may be used for a paid Saturday up to 7.2 hours during Designated Shutdown Long weekends.
- d) Where RDOs are taken they are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and on all RDOs payment shall include the daily 'Fares & Travelling Allowance', and any applicable allowances as prescribed by this Agreement.
- e) For clarity, up to 26 RDOs shall be accrued by an Employee in each twelve months continuous service.
- f) Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.
- g) Employees who have not worked a complete ten day/two-week cycle, shall receive pro-rata accrual entitlements for the RDO, or group of RDOs. RDOs will be paid in full as they occur.

14.4 RDO Calendars

- a) The agreed RDO calendars for Multiplex (unless otherwise varied in accordance with this Agreement) is in Appendix 3 and reflects the agreed scheduling of Designated Shutdown Long Weekends, Fixed Rostered Days Off, Other Rostered Days Off and Christmas/Easter Annual Leave shutdown for 2024, 2025, 2026 and 2027.
- b) On the last day of work prior to a Designated Shutdown Long Weekend, as far as practical, work shall cease by 3.30pm.

14.5 Work on Fixed RDOs and Designated Shutdown Long Weekends for projects other than Identified Projects

- a) Work is prohibited on public holidays, fixed RDOs, and Designated Shutdown Long Weekends and RDOs attached to a Designated Shutdown Long Weekend. Where there is an agreed emergency or a special client need and subject to the agreement of all Parties to this Agreement and the Union, limited work may be undertaken on public holidays, fixed RDOs, and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. Multiplex will give the other Parties and the Union 7 days notice of any such need for work so as to ensure appropriate consultation.
- b) Where it is agreed that work can be performed on a Fixed RDO, or on a Designated Shutdown Long Weekend, public holiday and/or the attached RDO(s) to a Designated Shutdown Long Weekend, the affected Employees, in addition to accrued entitlements, shall be paid double time and a half, the daily 'Fares & Travelling Allowance' and any applicable allowances as prescribed by this Agreement, and shall bank an additional RDO over and above the time accrued irrespective of the length of notice time provided.
- c) An Employee may refuse to work on any RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
 - (i) the hours of work that will be worked by that Employee in the week of the RDO;
 - (ii) the number of RDOs worked by the Employee within the previous six weeks;
 - (iii) the Employee's family responsibilities; and
 - (iv) any other special circumstances peculiar to the Employee.
- d) All Employees who work on the Fixed RDO, or an RDO attached to a Designated Shutdown Long Weekend will be granted an alternative RDO to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the Employee and Multiplex, such agreement not to be unreasonably withheld.

14.6 Work on Fixed RDOs and Designated Shutdown Long Weekends for Identified Projects

Appendix 8 will apply for Work on Fixed RDOs and Designated Long Weekends for Identified Projects.

15. FIRST AID ALLOWANCE

A first Aid Allowance is payable to all Employees who hold a current first aid qualification as follows:

	Current	From 1 July 26
First-aid attendant (minimum qualification) per day	\$4.80	\$5.00
Higher first aid cert. per day	\$7.58	\$7.80

16. LEADING HAND ALLOWANCE

A Leading Hand Allowance is payable to all Employees as follows:

	Current Per hour	From 1 July 26 Per hour
Leading hand in charge of not more than 1 person	\$0.88	\$0.90
Leading hand in charge of 2 and not more than 5 people	\$1.91	\$2.00
Leading hand in charge of 6 and not more than 10 people	\$2.43	\$2.50

Leading hand in charge of more than 10 people	\$3.23	\$3.30
-----------------------------------------------	--------	--------

The leading hand allowance will be paid for all hours work and all paid leave including personal leave, annual leave and RDOs and workers compensation.

17. PRODUCTIVITY ALLOWANCE

- a) In return for compliance with the provisions of this Agreement, a company productivity allowance will be paid to all Employees, including apprentices however engaged, covered by this Agreement. The rate payable will be in accordance with Appendix 1 Extra and of this Agreement.
- b) This allowance will be paid weekly for each hour worked attracting no premium or penalty and remain in force for the duration of the Agreement. This allowance is not paid to Employees when they leave site and go home due to inclement weather.
- c) For the avoidance of doubt, productivity allowance is payable for all hours that Employees are working at the direction of the Company, including but not limited to, training and work in the yard.

18. SITE ALLOWANCE

- a) A site allowance shall be paid to all Employees, including Apprentices however engaged, covered by this Agreement at the appropriate rate as set out in Appendix 1.
- b) This allowance will be paid weekly for each hour worked attracting no premium or penalty and remain in force for the duration of the Agreement. This allowance is not paid to Employees when they leave site due to inclement weather.

19. TOOL ALLOWANCE (CARPENTERS)

- a) A Carpenter's Tool Allowance in accordance to Appendix 1 Allowances will be paid to Employees who can provide evidence of having a carpenter's trade certificate in accordance with the provision of the Modern Award or whose primary role for Multiplex involves carpentry work.

20. TRAINING PROGRAM

- a) In addition to the specific training above in Clause 9.14, opportunities for training and future reclassification will be based on the needs of Multiplex. Reclassification will only take place if the skills held are required by Multiplex.
- b) Proposals for training and /or reclassification must be submitted to Multiplex for their consideration and recommendations. Consultation in respect of such requests will also occur with the Union Delegate/Employees representatives.
- c) Implementing Sustainability
 - (i) The parties to this Agreement will actively co-operate in raising environmental awareness amongst the general workforce.
 - (ii) Where opportunity permits and consistent with their normal duties, Employees will be encouraged to take a leadership role in identifying and applying sustainable solutions for eliminating waste and reducing energy usage on each of Multiplex's projects.

- d) Agreed training will be provided to Employees to assist the implementation of this clause. Such training will be provided with the intention of either mitigating or eliminating the traditional impacts of construction activities on the environment in areas such as:
- (i) Noise
 - (ii) Water
 - (iii) Waste
 - (iv) air pollution
 - (v) heritage flora and fauna.

21. EFFECTIVE WORK ORGANISATION

- a) Effective Work Organisation refers to methods of organising work so that Employee and Multiplex objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.
- b) Effective Work Organisation has several inter-related elements:
- (i) organisation of people to perform work;
 - (ii) skill development, including communication;
 - (iii) career planning or goal setting; and
 - (iv) opportunities in the event of redundancies.
- c) Subject to clause (f) below, Multiplex will directly utilise Employees on its projects in the most productive manner possible, in the following key attendant roles:
- (i) First aid attendants;
 - (ii) Amenities attendants;
 - (iii) Hoist drivers (including builders' lift drivers);
 - (iv) Crane crews (except where supplied by a specialist company or subcontractor) and subject to custom and practice;
 - (v) Gate persons;
 - (vi) Certain traffic attendant roles (except where supplied by a specialist subcontractor or where there is a legal requirement) and
 - (vii) Material handling.
- d) Multiplex is committed to the continued utilisation of Employees to undertake General Construction Work where the works do not form part of a trade package and where Employees can be used in a productive manner.
- e) Multiplex, where practicable and in the most productive manner possible, may utilise Employees to supplement labour shortages of subcontractors.
- f) The Parties to this Agreement acknowledge it may not be possible to directly engage Employees in the roles referred to in clauses (c) and (d) for example:
- (i) due to client tender/contract conditions (e.g. some Commonwealth Department of Defence projects, or existing projects where there are contractual requirements); or

- (ii) on minor projects up to the Company's contract value of \$20 million per site. For the purposes of this clause, the Company's contract value is calculated at the time of contract award to the Multiplex.

In such instances, the application of clauses (c) and (d) will be discussed and agreed with the Union Delegate / Union with at least 7 days' notice of the meeting or as soon as practicable.

22 SECURITY OF EMPLOYMENT

- a) The Parties agree to maximise the continuity of employment for permanent Employees and to ensure that permanent employment opportunities are not eliminated or eroded.
- b) Multiplex recognises that in certain circumstances the use of subcontractors and labour hire may affect the job security of Employees covered by this Agreement.
- c) As soon as practicable after being awarded a contract and prior to engaging a subcontractor to perform work performed by Employees covered by this Agreement, Multiplex shall inform the Union. Parties shall recognise both geographical and commercial circumstances and may agree to vary the operation of this clause.
- d) This clause does not apply in circumstances where existing subcontractors are engaged.

22.1 Use of subcontractors

- a) If Multiplex wishes to engage subcontractors and their employees to perform work covered by this Agreement, the Company must consult in good faith with the Union. Consultation will occur prior to the engagement of subcontractors for the construction works.
- b) If Multiplex decides to engage subcontractors, the Company shall ensure that the employees of the subcontractors are engaged on terms and conditions of employment which are no less favourable overall than Commercial Building Industry Rates. "Commercial Building Industry Rates" means the terms and conditions contained in the standard CFMEU enterprise agreements covering the type of work performed by the subcontractor and its employees.
- c) The use of sham subcontracting arrangements is a breach of this Agreement. The company who engages subcontractors is responsible for ensuring the employees of subcontractors are entitled to wages, allowances and conditions equal to or better than Commercial Building Industry Rates covering the type of work performed by the subcontractor and its employees on Multiplex's projects.

22.2 Use of Supplementary Labour Hire

- a) Supplementary labour hire is defined as temporary "top up" labour designed to meet short term situations such as absences due to personal / carer's leave, annual leave and short-term work peaks.
- b) Multiplex shall ensure that any workers engaged by such businesses and performing work covered by this Agreement are entitled to wage rates, productivity allowance and redundancy contributions equal to or better than those contained in this Agreement.
- c) The Company who engages labour hire workers is responsible for ensuring those workers are entitled to wage rates, productivity allowance and redundancy contributions no less than those contained in this Agreement. This obligation extends to liability for all outstanding wages, conditions and entitlements under this Agreement on the Company's projects.
- d) Multiplex acknowledges that it is not the intention to undermine the employment security and terms and conditions of Employees under this Agreement. As such, there will be no redundancies made

while Multiplex has engaged labour hire to undertake work that is performed by Employees. Any departure from this shall require agreement with the Union.

22.3 Temporary Foreign Labour

- a) Multiplex must ensure that no person that is not an Australian citizen, or Australian permanent resident (within the meaning of the Migration Act 1958), or unrestricted work rights, is employed to undertake building work unless:
 - (i) the position is first advertised in Australia; and
 - (ii) the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
 - (iii) any skills or experience requirements set out in the advertising were appropriate to the position; and
 - (iv) the Company demonstrates that no Australian citizen or Australian permanent resident is suitable for the job.
- b) Multiplex will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.
- c) Multiplex will maintain Human Resource systems (including utilising the Visa Entitlement Verification Online (VEVO) system on an ongoing basis) to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.

23. SHAM CONTRACTING & COMPLIANCE

23.1 Sham Contracting

- a) The Parties acknowledge that sham contracting has the potential to undermine fair employment practices, erode Employee entitlements and affect the job security of Employees covered by this Agreement. A sham contracting arrangement includes where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done for the purposes of avoiding responsibility for employee entitlements.
- b) In this clause, "sham contracting" is where:
 - (i) A company employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the Company is a contract for services under which the individual performs, or would perform, work as an independent contractor; or
 - (ii) A company dismisses, or threatens to dismiss, an individual who is an Employee of the company and performs particular work for the company in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or
 - (iii) A company employs, or has at any time employed, an individual to perform particular work makes a statement that the company knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the company.
 - (iv) Any use of sham contracting, including the use of individual workers paid on an ABN system doing work covered by this Agreement, is a breach of this Agreement.

- (v) Where the sham contracting allegation exists on Multiplex's project, Multiplex will make itself available to assist the disputes resolution procedure.
- (vi) Where there is a sham contract in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement for all hours worked plus allowances and CBUS and Redundancy contributions without any deduction and an additional 75% loading on the full amount payable. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.
- (vii) Multiplex must ensure that a person engaged to undertake building work as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.
- (viii) Multiplex will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to Multiplex, if:
 - a. the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
 - b. if the contract were entered into with the individual, the contract would be a contract of employment.
- (ix) Multiplex will maintain records about any Contractors that it has engaged in the preceding month which will include:
 - a. the name of the Contractor;
 - b. the owner(s) of the Contractor;
 - c. the works that the Contractor was engaged to perform;
 - d. basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and
 - e. advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Agreement.
- (x) Multiplex will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires Multiplex to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

23.2 Industry Fund Compliance

- a) Multiplex shall ensure that all its Employees covered by this Agreement are registered and receiving all benefits as applicable under any relevant industry schemes being Superannuation, Incolink, Long Service Payment Corporation, Top-Up Workers Compensation/income protection and other related benefits. Multiplex will also be compliant in respect of its obligations to CIDAF.
- b) It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- c) It is a specific requirement that Multiplex shall ensure that all payments and/or paperwork to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.

- d) When the Union or an Employee raises a concern in respect of the Employee entitlements and/or Multiplex's compliance with payments and/or registration with the relevant funds or schemes, Multiplex will share with the Union, Employees and the Union Delegate, all relevant information to assist in resolving any concerns and an independent audit may be arranged. To assist Multiplex the Union, and the Employees in monitoring compliance with this Agreement the Parties will utilise an agreed provider to conduct such audit(s) if an audit is required. A copy of any audit report will be given to the Union, Union delegates and employees.
- e) If Multiplex does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme, Multiplex will be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, Multiplex must pay the earnings on the relevant Trust Deed and the Fund or scheme that accrued during the period of non-payment. The requirement for Multiplex to make retrospective payments will not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund. Following any audit and subject to the non-compliance, affected Employees will not be required to work until such time as the non-compliance is rectified.

24. MEDICAL ASSESSMENT

- a) Multiplex will provide a free annual voluntary medical assessment for each Employee.
- b) The medical assessment will consist of a blood pressure test, cholesterol test and skin cancer inspection.
- c) The results of the medical assessment will be provided to the Employee and will only be provided to Multiplex at the Employee's direction. The results of the medical assessment will at all times remain confidential.

25. PERSONAL LEAVE, ANNUAL LEAVE, JURY SERVICE, PUBLIC HOLIDAY AND PICNIC DAY

25.1 Generally

- a) The provisions of the BCGOA and inclusive of the National Employment Standards shall apply in respect of Personal, Parental, Annual Leave (including 17.5% loading) and Jury Service entitlements.
- b) Each December of this agreement and providing that a minimum of 15 days personal leave is available in credit at all times Employees have the options of (1) Converting any untaken personal leave entitlement accrued (to a maximum of 15 days) to a cash payment (2) Salary sacrifice any untaken personal leave entitlement accrued (to a maximum of 15 days). Both options require an agreement in writing between Multiplex and the relevant employee each separate time an option is exercised.
- c) When an Employee leaves Multiplex's employment, accrued personal leave (to a maximum of 15 days) will be payable.
- d) A medical certificate or statutory declaration must be provided to the pay office for all claims for paid sick leave in excess of the first 2 single days taken. Failure to provide a medical certificate will mean that no payment will be made.
- e) At the end of each year any untaken accrued sick leave (to a maximum of 15 days) may be salary sacrificed.
- f) In addition to the above, and subject to the achievement of individual program milestones as confirmed by the Company Delegate and Project Director, Employees will be entitled to take 1 (one) further paid week for family leisure time. This does not accumulate from year to year.
- g) Entitlement to the extra week paid leave, accumulates at the rate of 1.9 hours per 2 week period over 40 weeks per calendar year.

- h) Annual leave loading
- (i) The loading of 17.5% must be calculated on the rates loadings and allowances prescribed by Appendix 1 of this Agreement and loadings and allowances if such rates, loadings and allowances would have been received by the Employee for working ordinary time had the employee not been on annual leave in accordance with Clause 31.2(b) of the BCGOA, including:
- i. Clause 25 of the Award (Living away from home - distant work).
 - ii. Appendix 1 - Fares allowance of this Agreement.
 - iii. Appendix 1 - Leading hand allowance (if applicable)
 - iv. The loading prescribed above shall also apply to proportionate leave on lawful termination.
- (ii) In the case of an Employee who would have worked on shiftwork had they not been on leave, clause 31.2(c) of the BCGOA will apply.

25.2 Public Holidays and Holiday Work

25.2.1 Prescribed Holidays

- a) An Employee, other than a casual Employee is entitled to payment at the Employee's normal ordinary hourly rate of pay for the following public holidays:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - King's Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day

or such other day(s) proclaimed or gazetted in addition to or in substitution for any of the above days in which case the substituted day will be deemed to be the holiday for the purposes of this Agreement. Employees are entitled to such payment for any day that is a gazetted public holiday, including where the public holiday falls on a Saturday or Sunday.

- b) Subject to clause 25(3), in addition the first Monday in December of each year shall be the picnic day which for the purposes of this Agreement will be a public holiday.
- c) For the avoidance of doubt, an employee who is a permanent part-time employee, is entitled to receive 8 hours payment for the public holiday(s) irrespective of the days worked.

25.2.2 Payment for Work on Public Holidays

An Employee required to work on a public holiday or the day after Good Friday will be paid at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu.

25.2.3 Minimum Payment

An Employee required to work on a public holiday or the day after Good Friday will be paid for a minimum of eight (8) hours work at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu.

25.2.4 Termination

Where an Employee is terminated by the Company except for reasons of misconduct, incompetence or refusal of duty, the Company will pay the Employee a day's ordinary wages for each holiday, or each holiday in a group hereof, which falls within ten (10) consecutive calendar days after the day of termination.

25.2.5 Group of Holidays

Where any two or more of the public holidays prescribed above occur within a seven (7) day span such holidays will for the purpose of this Agreement be a group of holidays. If the first day of the group falls within ten (10) consecutive days after termination, the whole group will be deemed to fall within the ten (10) consecutive days.

25.3 Picnic Day

It is agreed by the Parties that the first Monday of December shall be observed as the building industry picnic day. All Employees as far as practicable will be given and will take this day as picnic day, without loss of pay to Employees on production of an OK Card by the Employee.

26. PARENTAL LEAVE

- a) An Employee is entitled to the Parental Leave provisions contained within the NES. In summary an Employee who has, or will have, completed at least 12 months of continuous service may take up to 52 weeks of unpaid leave where the Employee has or will have a responsibility for the care of the child.
- b) In addition to the entitlement under the NES Multiplex will pay an additional amount as follows:
 - (i) Where the Employee is to be the primary care giver, Multiplex will pay for a period of ten (10) weeks the equivalent of the difference between the Government paid parental leave scheme and the Employees 36-hour wage rate applicable to their classification plus productivity allowance in Appendix 1.
 - (ii) Where the Employee is not to be the primary care giver, Multiplex will pay for a period of two (2) weeks the equivalent of the difference between the government paid parental leave scheme and the employee's 36-hour wage rate applicable to their classification plus productivity allowance in Appendix 1.
- c) To avoid doubt, if the Government paid parental leave scheme ceases to exist Multiplex will pay to the Employee the equivalent of the Employees 36-hour wage rate applicable to their classification plus productivity allowance in Appendix 1 for the periods set out above.
- d) In the event that an Employee does not qualify for the Government paid parental leave scheme, the Employee may elect to take up to two weeks paid leave and Multiplex will pay up to two weeks' pay to the Employee being the equivalent of the Employees 36-hour wage rate applicable to their classification plus productivity allowance in Appendix 1. This is in addition to any accrued leave entitlements.

27. FAMILY VIOLENCE LEAVE

27.1 General Principles

- a) Multiplex recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Multiplex is committed to providing support to staff that are subjected to family and/or domestic violence.

- b) An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

27.2 Definition of Family and/or Domestic Violence

- a) For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).
- b) To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

27.3 Family and/or Domestic Violence Leave

An Employee, including a casual Employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:

- a) attending legal proceedings, counselling, appointments with a medical or legal practitioner
- b) relocation or making other safety arrangements; or
- c) other activities associated with the experience of family and/or domestic violence.

27.4 Notice and Evidentiary Requirements

- a) The Employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- b) If required by Multiplex, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in Clause 27.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- c) Multiplex must ensure that any personal information provided by the Employee to Multiplex concerning an Employee's experience of family and/or domestic violence is kept confidential.

27.5 Individual Support

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all Employees, Multiplex will approve any reasonable request from an Employee subjected to family and/or domestic violence including:

- a) changes to their span of hours or pattern or hours and/or shift patterns
- b) job redesign or changes to duties
- c) relocation to suitable employment within the Company

- d) a change to their telephone number or email address to avoid harassing contact; or
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

28. COMPASSIONATE LEAVE

- a) This clause is intended to summarise the NES entitlement and shall not over-ride the NES.
- b) Employees (other than a casual) will be entitled to two days paid leave at the ordinary rate when a member of the Employees immediate family or a member of the Employees household, dies, contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life. Further unpaid leave may be granted. The Employee will provide the Company with substantiating documentation if requested.
- c) Unpaid compassionate leave will be in accordance with the NES.

29. MULTIPLEX HEALTH INSURANCE

- a) Subject to 29 (b) and (c) below and for the years 2024, 2025, 2026 and 2027.
- b) Multiplex will reimburse private health insurance cover for each Employee covered by this Agreement to the value of \$1750 per year.
- c) Where an Employee commences employment with Multiplex after 1 January in any year during the term of this Agreement, and subject to the successful completion of the 3 month probationary period, the Employee will be entitled to have the health insurance payment paid to them on a pro rata basis calculated to the nearest full month from commencement of their employment.
- d) Entitlement to the Health Insurance Payment is subject to ongoing membership with a private health insurance fund of each employee's choice, evidence of which will be required. Failure to maintain membership with a private health insurance fund will result in forfeiture of the health insurance payment for the following year.

30. WORK CLOTHING

- a) Multiplex will provide to each Employee the following:
 - (i) In April five (5) shirts, 2 sloppy joes and 1 jacket and five (5) pairs of pants / shorts
 - (ii) In October five (5) shirts and five (5) pairs of pants / shorts
- b) Protective footwear will be provided on a fair, wear and tear basis.
- c) New Employees will be eligible to receive the above after having completed 152 hours accumulated employment with Multiplex.

31. TRAVEL

- a) Employees, including apprentices however engaged, are entitled to payment of the daily fares allowance and related matters in accordance with this Clause 31 and Appendix 1 (including the County Maps) of this Agreement for travel to work each day. One daily fares allowance is payable for travel per day in accordance with this Clause 31. For avoidance of doubt the distance travelled referred to below is measured as the actual distance travelled by road.
- b) Employees covered by this Agreement shall be paid the applicable fares and travel allowance amounts provided for in Appendix 1 of this Agreement in lieu of the fares and travelling allowance

amount in Clause 26.1(a) of the BCGOA. This rate shall be paid for days the employee performs or reports for duty including Shiftwork; and paid on RDOs and will be taken into account when calculating annual leave loading and shall remain in force without variation for the duration of the Agreement.

- c) The Fare allowance payable on an RDO will be the fares allowance that applies in accordance with Clause 31(e) below i.e., same as for travel only within one of the three counties.
- d) Apprentices shall be entitled to be paid daily fares and travel allowance in accordance with this Clause, including whilst attending training.

Fares Allowance (see also Map in Appendix 1):

e) *Fares Allowance 1*

Fares Allowance 1 in Appendix 1 is payable where an employee undertakes travel:

- (i) Only within one of the three Counties; or
- (ii) Only in the Regional Area outside of the three Counties but not more than 150km in either direction.

f) *Fares Allowance 2*

Fares Allowance 2 in Appendix 1 is payable where an employee undertakes travel:

- (i) From one County to an adjacent County.
- (ii) from the counties to the Regional area and vice versa but not more than 70km from the county boundary in either direction.

g) *Fares Allowance 3*

Fares Allowance 3 in Appendix 1 is payable where an employee undertakes travel:

- (i) From Northumberland County to Camden County or vice versa.

Excess Fares and Travel

- h) (i) The following situations will attract excess fares and travel and be in addition to the applicable daily fares allowance:
 - a. Travel from the Counties to the Regional areas and vice versa, more than 70km from the county boundary in either direction.
 - b. Travel only in the regional areas outside of the three Counties more than 150km in either direction.
- (ii) Excess fares and travel will include the following:
 - a. payment for the time outside ordinary working hours reasonably spent in travel beyond the travel distances nominated in the options below and for each return journey, paid at the ordinary time hourly rate, calculated to the next quarter of an hour; and
 - b. any expenses necessarily and reasonably incurred in such travel, which will be 0.93c /km (or higher in accordance with the relevant allowance in Appendix I) per kilometre where the Employee uses their own vehicle.

32. SKILLS BASED PAY STRUCTURE

- a) Employees are classified in accordance with Appendix 2 of this Agreement according to the skills held and required by Multiplex against the requirements of the Multiplex skills based pay matrix in their entirety, and not on the basis of any single function.
- b) Irrespective of their primary classification level (CWL) persons who are accredited at CW7 will receive the relevant CW7 hourly rate of pay for all hours worked.

33. REST PERIODS AND CRIB TIMES

- a) The rest period and crib time entitlement provisions of the BCGOA will apply other than for any payment.
- b) Rest periods e.g. smoko/lunch will be staggered to meet the needs of individual Employees and project requirements. However, rest periods must commence no earlier than 30 mins before and 90 mins after the agreed designated rest period. Provided that the lunch rest period commences no later than 1.30pm
- c) Employees must take a minimum ten (10) hour break between work periods unless otherwise agreed and directed by Multiplex management. Where less than a ten-hour break is taken between work periods, the overtime rate of pay contained in Appendix 1 of this Agreement shall apply for the period worked until a 10 hour break is taken.

34. LUMP SUM PAYMENT

Goodwill bonus

- a) A bonus payment of \$150 per year will be made to each Employee.
- b) It is agreed that \$150.00 of the bonus payment will be allocated to the Construction Industry Drug and Alcohol Foundation (CIDAF).

35. MEAL ALLOWANCE

- a) A meal allowance provision for overtime shall be payable in accordance with Appendix 1. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the BCGOA. The meal allowance is payable where an Employee is required to work overtime for at least 1.5 hours after working ordinary hour inclusive of time worked for accrual purposes.
- b) This amount shall replace the amount prescribed by the BCGOA and shall remain in force without variation for the duration of the Agreement.

36. OVERTIME

36.1 Overtime

- a) The parties to this Agreement recognise that excessive overtime is of detriment to personal, family and community life and can jeopardise workplace safety. Multiplex and the workforce shall develop guidelines during the life of this Agreement to limit excessive overtime.

- b) Multiplex may require an Employee to work reasonable overtime. On jobs where overtime is necessary, the employees may be rostered so that each employee is not disadvantaged to the amount of overtime worked (subject to Multiplex being able to maintain appropriate levels of coverage as required to meet operational needs. Reasonable overtime will be determined having regard to:
- (i) Any risk to Employee health and safety;
 - (ii) The Employee's personal circumstances including family responsibilities;
 - (iii) The needs of Multiplex
 - (iv) The notice (if any) provided by Multiplex of the need to work overtime;
 - (v) Any other relevant matter.
- c) All overtime, including Saturday and Sunday, will be paid for at the rate of double ordinary time rates.

36.2 Time in Reserve in Lieu of Payment for Overtime (TIR)

- a) Any Employee working in excess of 36 hours in a week has the option of converting any or all of those hours worked in excess of 36 hours and paid at the Overtime Rate in Appendix 1, to paid time off work to a maximum total of 400 hours paid at the Ordinary Rate (see Appendix 1). (The Overtime Rate equates to double the Ordinary Rate). Accrued TIR will be paid out in full at the end of the year in which it was accrued or utilised within 3 months of January of each year and paid at the rate applying when it was accrued.
- b) The following options are available on a weekly basis:
- (i) to receive payment for all hours worked in excess of 36 hours each week at the Overtime Rate.
 - (ii) to receive a portion of the overtime payment due with the remaining portion credited for future use as paid time off work calculated at the overtime rate; or
 - (iii) to receive none of the overtime payment due and have the full amount credited for future use as paid time off work calculated at the overtime rate.
- c) Subject to a minimum of 5 days' notice to the Site Manager, any monies accumulated against paid time off work will be paid as wages.
- d) Accrued overtime will not be used as a substitute for sick pay or as compensation for days taken off without notice.
- e) If an Employee wishes to use accrued overtime (Time in Reserve (**TIR**)) for the purpose of taking time off from work (with pay), they must first gain the approval of Multiplex Site Management. The approval to use TIR must be given, in writing, a minimum of 5 days in advance of the proposed day to be absent from work. Evidence of the approval must be provided to the Multiplex Pay Office with the time sheet for that period, otherwise no payment will be made.
- f) Accrued overtime shall only be used in accordance with the preceding clauses.
- g) Issues relating to this clause will be discussed with by Multiplex and the Consultative Committee as they arise.

37. EMPLOYEE ASSISTANCE PROGRAM

- a) As a condition of this Agreement, Multiplex will pay for a confidential counselling service for Multiplex Employees and their immediate families where required. Immediate families includes de facto partners and step children.
- b) The range of services for which counselling is available includes:
 - (i) family problems;
 - (ii) interpersonal relationships;
 - (iii) drug and alcohol problems;
 - (iv) financial problems, including gambling; and
 - (v) bereavement counselling.

38. HIRING AND PLACEMENT PROCEDURES

38.1 Prior to Engagement– Initial Requirements

- a) Each prospective Employee will be required to complete an employment application form and provide details of:
 - (i) trade/Plant operator certificates;
 - (ii) competencies/skills held;
 - (iii) work experience; and
 - (iv) other relevant information.
- b) A role description that identifies role/responsibilities and standards of performance required for the position offered will be provided to the applicant and discussed.
- c) A medical examination will take place prior to any offer of employment to ensure a correct person/job fit.
- d) In the event that applicants for employment satisfy initial requirements offers of employment may be made subject to the provisions of clause 37.2.

38.2 Probationary Period

- a) New Employees will be engaged for a 3 month probationary period.
- b) Probation refers to the specified period of time that commences upon employment with Multiplex, during which assessment is made by Multiplex as to the skills, competence and capability of the new employee. In turn the Employee has the opportunity to assess whether their employment with Multiplex meets their expectations.
- c) Throughout the probationary period the Employee will have their performance monitored with constructive feedback provided on a regular basis.
- d) At the conclusion of 3 months a performance assessment will be conducted by Multiplex to determine if identified performance standards have been met. This assessment may involve the Consultative Committee and/or Union delegate if requested by the Employee. Based on the outcome of the performance assessment permanent employment may be offered. The decision as to whether or not to offer permanent employment is at the discretion of Multiplex.

38.3 Employee Awareness

- a) Multiplex must ensure that copies of this Agreement, the BCGOA and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible or made available (whether in hard copy or through electronic means) to an Employee within a reasonable time following a request by the Employee.
- b) All current Employees will be given a copy of this Agreement, along with all future Employees upon commencement.
- c) To assist new Employees in familiarising themselves with this Agreement, new Employees will be given the contact details of the Union Delegate upon engagement. The Union Delegate(s) will be advised of the engagement of new Employees.

38.4 Payment of Wages

- a) Except as provided in this clause the BCGOA conditions shall apply.
- b) All wages, allowances and other monies shall be paid by electronic funds transfer (EFT).
- c) For all Employees the following provisions shall apply:
 - (i) Payments shall be paid and available to the Employee not later than 5pm on Thursday of each working week.
 - (ii) In any week in which a holiday falls on a Thursday or Friday, wages accrued shall be paid on the previous Wednesday. Nothing shall prevent any alternative mutual arrangement between the Company and an Employee.
 - (iii) Multiplex shall not keep more than two days wages in hand.
 - (iv) An Employee who has not received their wages on pay day by EFT, after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of Multiplex), shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour, up until the wages are actually paid.
 - (v) Particulars of details of payment to each Employee shall be included on the payslip including the payment, or in a statement issued to the Employee at the time payment is made, and shall contain the following information:
 - name of the Company;
 - Company Australian Business Number (ABN);
 - name of the Employee;
 - classification of the Employee in accordance with the BCGOA;
 - date of payment;
 - period covered by such payment;
 - the ordinary hourly rate;
 - the number of hours employed in the period at the ordinary rate;
 - the amount of the payment made at the ordinary rate;
 - any overtime rates;
 - the number of hours employed at the overtime rates;
 - the amount of the payment at overtime rates;
 - any allowances, special rates or other separately identifiable entitlement not included in the hourly rate paid and the nature thereof;
 - the gross amount of the payment;

- the net amount of the payment;
- the amount and purpose of any deductions made;
- the name, or the name and number of the fund or account into which the amount of the deduction was paid;
- the amount of each superannuation contribution made during the period;
- the fund into which the superannuation contributions were made and the Employee number;
- the Employees long service leave registration number;
- annual leave payments;
- annual leave accrued hours including weekly and year to date accruals;
- any unpaid leave hours;
- payment due on termination, including payment for annual leave, annual leave loading, payment in lieu of notice, rostered day off accumulation, and public holidays; and
- rostered day off weekly and year to date accrued hours
- personal leave accrual and payments
- Redundancy contributions

39. RETRENCHMENTS

- a) Multiplex will contribute to the Incolink redundancy scheme for its Employees as set out above. The Incolink entitlements shall be in lieu of any entitlements under the NES. Accordingly, there shall be no “double dipping” in respect of redundancy pay entitlements.
- b) In the event that retrenchments are necessary due to lack of work persons to be retrenched will be selected against the following criteria:
 - (i) company needs;
 - (ii) Industry experience;
 - (iii) skills and qualifications;
 - (iv) length of service with Multiplex;
 - (v) role performed;
 - (vi) performance records; and
 - (vii) attendance record.
- c) Each of the above factors will carry equal weight and will be given the foremost consideration by senior Multiplex management in determining persons to be retrenched.
- d) Prior to retrenchments discussions will take place with the Consultative Committee. The advice and recommendations of the Consultative Committee will be considered prior to any final decision.

40. WARNING PROCEDURES

- a) Upon commencement of employment and completion of the probation period, with Multiplex, Employees will be advised of performance standards required. Where necessary Employees will be provided with the necessary guidance and training to meet specified standards.
- b) In the event that an Employee fails to meet or maintain satisfactory standards of personal conduct and/or standards of performance the following procedures will apply. This procedures applies in respect of Employees at the conclusion of their probationary period:
 - (i) **Step 1:** The issue at hand will be discussed with the Employee(s) concerned. Explanation will be sought. Subject to the facts having been established and any mitigating factors, a

verbal warning will be issued to the Employee(s) concerned in the presence of his/her Union representative or other nominated persons.

- (ii) **Step 2:** The same process will be followed as in step 1 except that should the facts justify the issuing of a second warning, that warning will be in writing. The Employee(s) will be advised in the presence of his or her Union representative or other nominated person that further unsatisfactory conduct/performance may result in termination of their employment without further notice. The written warning will include:

- (aa) reason for the warning and reference to the previous warnings;
- (bb) the date and time that the warning is issued;
- (cc) The name of Union Officials/delegates/witnesses involved and pertinent comments.

- (iii) **Step 3:** Where steps 1 and 2 have been taken and unsatisfactory conduct/performance persists, the Employee's employment may be terminated without further notice.

- c) Subject to individual circumstances and agreement between the parties concerned, each step of the warning procedure may include counselling. In the event that counselling is required, Employees may be encouraged to access the agreed Employee Assistance Program or other appropriate service(s).
- d) All counselling and the steps described will occur at a location where building work does not occur. Each Employee has the right to determine whether they wish to be represented by a Union Delegate, Employee Representative, another representative of their choosing or not at all.
- e) Notwithstanding the above procedures and subject to the facts having been established, Multiplex maintains at all times the right to terminate employment without notice (summary dismissal) where the Employee commits serious or wilful misconduct.
- f) Where a written warning has been issued, and no further disciplinary action is required during a period of 12 months, then that written warning is withdrawn.

41. NO EXTRA CLAIMS

Subject to the rights of the parties pursuant to Part 2-4, Division 7 of the Fair Work Act 2009, it is a term of this Agreement that Multiplex, Employees and the Union signatory to this Agreement will not pursue any further claims during its period of operation in regard to any matters contained within this Agreement.

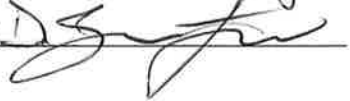
42. ENDORSEMENT OF AGREEMENT

Signed for and on behalf of the Union

Name in full Darren Greenfield

Address of Signatory Level 2, 63 Miller St, Pyrmont NSW

Position State Secretary

Signature 

Date 1/8/24

Signed for and on behalf of Multiplex Constructions Pty Ltd Employees

Name in full DAVID SHANNOUM

Address of Signatory LB, 135 KING ST SYDNEY.

Position DIRECTOR.

Signature 

Date 31/7/2024.

APPENDIX 1 – HOURLY RATES AND EXTRA BENEFITS AND PROVISIONS

Rates Applicable 1 July 24

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	47.43	341.63	37.95	1708.13	94.90	64.06	85.42
CW2	49.72	357.98	39.78	1789.91	99.45	67.12	89.49
CW3	53.54	385.50	42.81	1927.47	107.09	72.27	96.36
CW4	56.16	404.34	44.93	2021.69	112.32	75.82	101.07
CW4T	57.49	413.88	45.99	2069.40	114.97	77.61	103.46
CW5	58.79	423.30	47.05	2116.47	117.58	79.36	105.81
CW5T	60.16	433.17	48.14	2165.78	120.32	81.21	108.28
CW6	61.47	442.57	49.18	2212.88	122.94	82.98	110.65
CW6T	62.79	452.09	50.23	2260.45	125.59	84.76	113.03
CW7	64.20	462.19	51.36	2310.89	128.38	86.65	115.55
CW7T	65.59	472.22	52.47	2361.04	131.16	88.53	118.06
CW8	66.86	481.45	53.48	2407.30	133.75	90.28	120.38
CW8T	68.28	491.61	54.61	2458.09	136.57	92.18	122.91
CW9	68.89	496.03	55.10	2480.21	137.80	93.01	124.02
CW9T	70.17	505.26	56.12	2526.35	140.36	94.74	126.33

Rates Applicable 1 July 25

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	49.80	358.71	39.85	1793.53	99.64	67.26	89.69
CW2	52.21	375.88	41.77	1879.40	104.42	70.48	93.97
CW3	56.22	404.77	44.95	2023.84	112.44	75.88	101.18
CW4	58.97	424.56	47.18	2122.77	117.93	79.61	106.13
CW4T	60.36	434.58	48.29	2172.87	120.72	81.49	108.63
CW5	61.73	444.47	49.40	2222.29	123.46	83.33	111.10
CW5T	63.16	454.82	50.55	2274.07	126.34	85.27	113.69
CW6	64.55	464.70	51.64	2323.52	129.09	87.13	116.18
CW6T	65.93	474.69	52.75	2373.48	131.87	89.00	118.68
CW7	67.41	485.30	53.93	2426.43	134.80	90.98	121.33
CW7T	68.87	495.83	55.10	2479.09	137.72	92.96	123.96
CW8	70.21	505.52	56.15	2527.66	140.44	94.79	126.39
CW8T	71.69	516.19	57.34	2581.00	143.40	96.79	129.06
CW9	72.33	520.83	57.85	2604.22	144.69	97.66	130.22
CW9T	73.68	530.52	58.93	2652.66	147.38	99.48	132.64

Multiplex Australia / CFMEU Collective Agreement 2024-2027

Rates Applicable 1 July 26

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	52.29	376.65	41.84	1883.21	104.63	70.63	94.17
CW2	54.82	394.67	43.86	1973.37	109.64	74.00	98.67
CW3	59.03	425.01	47.20	2125.03	118.06	79.68	106.24
CW4	61.92	445.79	49.53	2228.91	123.83	83.59	111.43
CW4T	63.38	456.31	50.70	2281.52	126.75	85.56	114.06
CW5	64.81	466.69	51.87	2333.41	129.63	87.50	116.66
CW5T	66.32	477.57	53.08	2387.78	132.65	89.54	119.38
CW6	67.77	487.94	54.22	2439.70	135.54	91.48	121.99
CW6T	69.23	498.43	55.38	2492.15	138.46	93.45	124.61
CW7	70.78	509.56	56.62	2547.76	141.54	95.53	127.39
CW7T	72.32	520.62	57.85	2603.04	144.61	97.60	130.16
CW8	73.72	530.79	58.96	2654.04	147.46	99.53	132.71
CW8T	75.27	541.99	60.20	2710.04	150.57	101.63	135.51
CW9	75.95	546.87	60.75	2734.44	151.93	102.54	136.73
CW9T	77.36	557.04	61.88	2785.30	154.75	104.45	139.28

Rates Applicable 1 July 27

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	54.91	395.48	43.94	1977.37	109.86	74.16	98.88
CW2	57.56	414.41	46.05	2072.04	115.12	77.70	103.60
CW3	61.98	446.26	49.56	2231.28	123.96	83.66	111.55
CW4	65.02	468.08	52.01	2340.36	130.02	87.77	117.00
CW4T	66.55	479.12	53.24	2395.59	133.09	89.84	119.76
CW5	68.05	490.03	54.46	2450.08	136.12	91.87	122.49
CW5T	69.64	501.44	55.73	2507.17	139.29	94.01	125.35
CW6	71.16	512.33	56.93	2561.68	142.32	96.06	128.09
CW6T	72.69	523.35	58.15	2616.76	145.38	98.12	130.84
CW7	74.32	535.04	59.46	2675.14	148.61	100.31	133.76
CW7T	75.93	546.65	60.75	2733.19	151.84	102.48	136.67
CW8	77.40	557.33	61.91	2786.75	154.83	104.51	139.35
CW8T	79.04	569.09	63.21	2845.55	158.10	106.71	142.29
CW9	79.75	574.22	63.78	2871.16	159.52	107.67	143.57
CW9T	81.23	584.90	64.97	2924.56	162.49	109.67	146.24

Extra Benefits and Provisions

Company Productivity Allowance

The Company will pay the following company productivity allowance per hour for each hour worked. This allowance shall be paid in accordance with Clause 18 of this Agreement.

	Productivity Allowance	With Jumpform allowance total
On lodgement	\$4.00	\$4.10
From 1 July 2025	\$4.25	\$4.35

In addition, the Company will pay in lieu of the Jumpform Allowance below an extra 10cents/hour Company productivity allowance.

Crane Crew -Company Productivity Allowance

In lieu of the Productivity Allowance in above, **for Crane Crew** the Company will pay the following productivity allowance in accordance with Clause 18 of this Agreement:

	Productivity Allowance	With Jumpform allowance total
On lodgement	\$4.50	\$4.60
From 1 July 2025	\$4.75	\$4.85

In addition, the Company will pay in lieu of the Jumpform Allowance below an extra 10cents/hour Company productivity allowance.

Site Allowance

The Company shall pay the following Site Allowance in accordance with Clause 19 of this Agreement.

- a) The following shall apply:

Project Value – \$million	Site Allowance As at 1.10.2023
0 – 2.6m	\$2.40
2.6m - 6.8m	\$2.70
6.8m - 16.8m	\$2.95
16.8m - 33.7m	\$3.20
33.7m - 67.3m	\$3.80
67.3m - 134.8m	\$4.60
134.8m - 202m	\$4.70
202m - 269.4m	\$4.85
269.4m - 404.2m	\$4.95

For projects above \$404.2 million, there will be an increment of 10cents per additional \$100m or part thereof.

- b) The Site Allowance values in this clause shall be adjusted up by the CPI (All Groups, Sydney), effective from 1 October and for each year thereafter according to the CPI movement for the preceding period July to June in each year. The Site Allowance shall be adjusted up or down to the nearest 5 cents.

Redundancy Entitlement

The Company will pay the following redundancy contributions in accordance with Clause 11.2 of this Agreement:

	For Permanent full-time and part-time Employees Weekly Amount	For Casual Employees only per day to a maximum of 5 days in a given week Monday to Sunday
From 1 March 2023	\$154	\$30.80
From 1 July 2024	\$164	\$32.80
From 1 July 2025	\$174	\$34.80
From 1 July 2026	\$184	\$36.80
From 1 July 2027	\$194	\$38.80

Crane Crew- Redundancy Entitlement

In lieu of the Redundancy contributions above, for Crane Crew, the Company will pay the following redundancy contributions in accordance with Clause 11.2 this Agreement:

	For permanent full-time and part-time Employees weekly amount	Casual daily rate to a maximum of 5 days in a given week Monday to Sunday
1 March 2023	\$193.90	\$38.80
1 July 24	\$207.47	\$41.49
1 July 25	\$217.85	\$43.57
1 July 26	\$228.74	\$45.75
1 July 27	\$240.18	\$48.04

Superannuation Entitlement

The Company will contribute the SGL + 2.5% up to a maximum of 14.5% into Cbus and in accordance with Clause 11.1 of this Agreement.

Additional Meal Allowance Provision

In lieu of the BCGOA meal allowance provision for overtime \$35.65 shall be payable in accordance with Clause 34 of this Agreement.

Daily Fares and Travel Allowance

The Company will pay the following fares allowance per day for each day worked (including RDO's) in accordance with Clause 30 of this Agreement.

	(i) Travel only within one of the three Counties. (ii) Travel only in the Regional Area outside the three Counties but not more than 150km in either direction.	(i) Travel from one County to an adjacent County. (ii) Travel from the Counties to the Regional Area but not more than 70km from the county boundary in either direction	Travel from Northumberland County to Camden County or vice versa.
From 1 July 2024 per day	\$90	\$100	\$110
From 1 July 2025 per day	\$90	\$100	\$110
From 1 July 2026 per day	\$95	\$105	\$115
From 1 July 2027 per day	\$95	\$105	\$115

Excess Fares and Travel

- a) The following situations will attract excess fares and travel and be in addition to the applicable daily fares allowance:
 - (i) Travel from the Counties to the Regional areas and vice versa, more than 70km from the county boundary in either direction.
 - (ii) Travel only in the regional areas outside of the three Counties more than 150km in either direction.
- b) Excess fares and travel will include the following:
 - (i) payment for the time outside ordinary working hours reasonably spent in travel beyond the travel distances nominated in the options below and for each return journey, paid at the ordinary time hourly rate, calculated to the next quarter of an hour; and
 - (ii) any expenses necessarily and reasonably incurred in such travel, which will be 0.93c /km (or higher in accordance with the relevant allowance in Appendix I) per kilometre where the Employee uses their own vehicle.

Jumpform Allowance

An Allowance of \$1.50 per hour shall be payable where work performed on a jumpform, including the assembly of jumpform.

Hazardous Material Allowance

An Allowance of \$1.50 per hour shall be payable where work is done on sites where hazardous material is identified and employees are required to wear the required full PPE eg suit including masks and gloves.

Tunnel Allowance

For all work performed underground in a tunnel an allowance of \$2.50/hour is payable.

Other Work Related Allowances:

	Current	From 1 July 26
First-aid attendant (minimum qualification) per day	\$4.80	\$5.00
Higher first aid cert. per day	\$7.58	\$7.80
Leading hand not more than 1 per hour	\$0.88	\$0.90
Leading hand 2 and not more than 5 per hour	\$1.91	\$2.00
Leading hand 6 and not more than 10 per hour	\$2.43	\$2.50
Leading hand more than 10 per hour	\$3.23	\$3.30
Transfers during working hours (per Km)	\$1.67	\$1.75
Compensation for tools	\$3,030.74	\$3,030.74

County Boundaries

The County Boundaries for the purposes of Clause 30 of this Agreement are as follows:

Boundary of the County of Cumberland

Pacific Ocean, Hawkesbury River, Nepean River, Cataract River, Cataract Creek and Woodlands Creek.

Boundary of the County of Camden

Woodlands Creek, Cataract Creek, Cataract River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Joarimina Creek, Shoalhaven River and Pacific Ocean.

Boundaries of the Counties of Northumberland and Camden and Cumberland

The areas bounded by the intersecting points of the Pacific Ocean, Hunter River (including Fullerton Cove and the North Channel), Wollombi Brook, Parsons Creek, Darkey Creek, Howes Valley Creek, Macdonald River, Hawkesbury River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Barkers Creek, Joarimina Creek, and the Shoalhaven River.

County Map



APPENDIX 2 – SKILLS BASED CLASSIFICATION MATRIX

Multiplex skills based pay classification matrix

The attached skills classification matrix has been developed to meet the ongoing skills requirements of Multiplex (MPX) in accordance with the companies' sustainability policy, accepted industry standards and in a manner that provides ongoing learning and development opportunities for interested members of our construction workforce.

1. Application of Skills Based Classification Matrix
 - (a) Employees are classified against the requirements of the relevant level of the Skills Matrix.
 - (b) Any skills assessments shall take place in accordance with CPISC and Multiplex guidelines.
 - (c) Opportunities for training and future reclassification will be based on the needs of Multiplex. Reclassification will only take place if the skills held are required by Multiplex.
 - (d) Attention will be paid to ensure that employees lacking in numeracy and or literacy skills are not disadvantaged.

2. Specialist Streams
 - (a) Consistent with Enterprise Flexibility requirements 2 specialist streams have been identified as having particular relevance to the current and future operations of Multiplex these are materials handling and leadership.
 - (b) The streams are not in any way intended to limit cross work functions or create areas for demarcation, but rather are intended to provide the necessary focus to allow for the development and/or recognition of a high level of skill for application across a range of logically grouped work areas.
 - (c) Classification against stream requirements shall be optional for eligible members of the workforce and shall only be available for those persons who have the required combination of skills, knowledge and experience and who are prepared to accept a high level of responsibility to work with MPX to achieve benchmark levels of performance in their areas of operation.
 - (d) Conditions relating to specialist streams see will be finalised by the Consultative Committee.

3. Underpinning Competencies, Knowledge, Experience
 - (a) Underpinning Competencies, Knowledge, Experience have been nominated on the basis of supporting the construction activities for each level on which they sit and facilitating progression to higher levels on the skills classification matrix.
 - (b) All units of competency have been selected from the BCG03/08 general Construction Training package.

4. Ongoing Training and Development Program

The Multiplex Consultative Committee shall monitor the application of the Multiplex skills development programme against the requirements of the skills based classification matrix.

The program will:

- (a) provide employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed competency standards and curriculum;

- (b) actively encourage employees to seek formal recognition of their skills (i.e. recognition of prior learning);
 - (c) use accredited training providers to provide training as contemplated by this clause to employees; and
 - (d) consult on the development of training programs with reference to the following principles:
 - (i) training provided will be consistent with the business requirements of Multiplex, relevant to the work of the employees, consistent with the skills development of each employee and with applicable national competency standards;
 - (ii) training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;
 - (iii) if an approved training activity is undertaken during ordinary working hours, the employee/s concerned shall not suffer any loss of pay;
 - (iv) approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of the employer, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with MPX;
 - (v) training costs of courses approved by MPX will be met by MPX;
 - (vi) MPX will not meet the costs of training undertaken by employees which was not approved by MPX; and
 - (vii) leave of absence granted pursuant to this clause shall count as service for all purposes of the BCGOA and this agreement.
5. All applications for technical skills training and reclassification must be submitted to the Consultative Committee. The Consultative Committee will make a recommendation to MPX based on the merits of the application.
6. Approval for training or reclassification is at the sole discretion of MPX and will involve consultation with the Consultative Committee. Subject to MPX needs, 1 reclassification only may be approved each 12 months period.

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – NEW ENTRANT**

Construction Activities

Underpinning Competencies

- » Upon commencement in the industry
- » Currently no application to Multiplex

Notes:

Each Construction Worker Level builds on the preceding Construction Worker Level skills base as a prerequisite for ongoing skills development. Construction Workers are required to carry out all tasks identified for each level for which they have the skills/competency both at their classification level and the preceding classification levels.

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL1**

**Indicative
Construction Activities**

- » Drain and dewater site
- » Erect and dismantle restricted height scaffolding
- » Carry out basic demolition
- » Carry out concreting to simple Forms
- » Carry out first aid duties
- » Carry out manual excavation

**General Underpinning Competencies
Knowledge and Experience**

- » Follow WH&S policies and procedures
- » Work effectively in the General Construction industry
- » Plan and organise work
- » Conduct workplace communication
- » Apply basic levelling procedures
- » Use construction tools and equipment
- » Read and interpret plans and specifications
- » Handle construction materials
- » Use explosive powered tools
- » Work in a confined space
- » Oxy acetylene cutting
- » Care and maintenance of plant and equipment

MPX Specific Activities

- » To be completed
- » Peggy/Nipper
- » General Construction Activities
- » Consistent with classification

**Required Underpinning Competencies
Knowledge and Experience**

To be completed

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL 2**

**Indicative
Construction Activities**

- » Carry out excavation
- » Install trench support
- » Weld using arc welding equipment
- » Operate elevated work platforms
- » Control Traffic with a stop-slow bat
- » Handle and use dogging tools and equip (for dogging tasks not related to tower crane and crane crew)
- » Operate hoist
- » Operate forklift
- » Carry out basic demolition

**General Underpinning Competencies
Knowledge and Experience**

- » Read plans and specifications
- » Minimise waste on the building and construction site
- » Produce simple word processed documents
- » Create and use simple spreadsheets
- » Participate in workplace safety procedures
- » Principles of sustainability

MPX Specific Activities

- » Basic Scaffolding
- » Hoist Driver
- » General Construction Activities consistent with classification level)
- » Traffic Management
- » First aid duties
- » Forklift Operator

**Required Underpinning Competencies
Knowledge and Experience**

- » Minimise waste on the building and construction site
 - » Participate in workplace safety procedures
 - » Apply Principles of sustainability (1)
 - » Conduct workplace communication
 - » Care and maintenance of plant and equipment
- (Others to be added as identified)

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL 3**

**Indicative
Construction Activities**

- » Dogging (for dogging tasks not related to tower crane and crane crew)
- » Crane scheduling (1)
- » Operate a mobile crane

**General Underpinning Competencies
Knowledge and Experience**

- » Apply risk management techniques
- » Manage personal work priorities and professional development
- » Apply building codes and standards to the construction process for low rise building projects
- » Contribute to the implementation of strategies to control OHS risk
- » Create and use simple spreadsheets
- » Conduct online research
- » Personal & Interpersonal Skills

MPX Specific Activities

- » Rigger
- » WH&S Rep(1)
- » (others as/if identified)

**Required Underpinning Competencies
Knowledge and Experience**

- » Contribute to the implementation of strategies to control WHS risk (Others to be added as/if identified)

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL 4**

Indicative Construction Activities and/or Career Pathway	General Underpinning Competencies Knowledge and Experience
<ul style="list-style-type: none"> » Must have completed carpentry apprenticeship or equivalent trades test and work 12 months in the building industry AND/OR » Undertakes a combination of materials handling work tasks Multiplex specific tasks, basic industry tasks and performs limited supervisor’s role for same when required. OR » Has certification / accreditation and carries out a range of materials handling functions as required. AND » Completes an additional three modules of relevant structured training in addition to the requirements of CW3 and applies to role OR » Satisfactorily completes in accordance with RPL principles a construction skills test equivalent to the requirements of 27 modules of relevant structured training 	<ul style="list-style-type: none"> » Manage operational plan » MPX Certificate iv WHS Risk management » Implement effective workplace relationships » Lead work teams » Manage work/life skills » Facilitate work based learning » Apply principles of Sustainability (2)

MPX Specific Activities	Required Underpinning Competencies Knowledge and Experience
<ul style="list-style-type: none"> » Post PC defects co-ordination » WH&S Rep (2) » Waste Management Coordinator (recycling) » Energy (power) conservation coordination » Workplace Instructor/Trainer 	<ul style="list-style-type: none"> » Manage operational plan » MPX Certificate iv WHS Risk management » Implement effective workplace relationships » Lead work teams » Facilitate work based learning » Apply principles of Sustainability (2) » Facilitate work based learning

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL 5**

Indicative Construction Activities and/or career pathway

- » Completes an additional three modules of relevant structured training in addition to the requirements of CW4 and applies to role
OR
- » Satisfactorily completes in accordance with RPL principles a construction skills test equivalent to the requirements of 30 modules of relevant training and applies to role
OR
- » Has certification \ accreditation in all areas of materials handling
AND
- » carries out the function of materials handling coordinator in conjunction with other duties if required
OR
- » Carries out relevant building activities in conjunction with Supervisory/leadership duties
OR
- » Subject to having the required Skill Knowledge and Experience, nominates for Specialist Stream

General Underpinning Competencies Knowledge and Experience

- » Ensure team effectiveness
- » Manage people performance
- » Implement continuous improvement
- » Manage building or construction, environmental management practices and processes
- » Facilitate work-based learning

MPX Specific Activities

- » Basic supervision
 - » Hoist/Fork/Street Materials handling coordination (1)
 - » Dogging (for dogging tasks not related to tower crane and crane crew)
- (Others to be added as/if identified)**

Required Underpinning Competencies Knowledge and Experience

- » Ensure team effectiveness
- » Manage people performance
- » Manage building or construction, environmental management practices and processes

(Others to be added as/if identified)

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL 6**

Indicative Construction Activities and/or Career Pathway	General Underpinning Competencies Knowledge and Experience
<ul style="list-style-type: none"> » Completes an additional three modules of relevant structured training in addition to the requirements of CW5 and applies to role of Supervisor/ Materials Handling coordinator and others as deemed competent and required » Materials Handling coordination (2) » WHS Co-ordinator OR » Subject to having the required Skill Knowledge and Experience, nominates for Specialist Stream 	<ul style="list-style-type: none"> » Manage budgets and financial plans within the work team » Facilitate and capitalise on change and innovation » Analyse and evaluate WHS risk » Manage rehabilitation/return to work programs » Manage risk management system » Develop, plan and implement appropriate building or construction, environmental management practices and processes

MPX Specific Activities	Required Underpinning Competencies Knowledge and Experience
<ul style="list-style-type: none"> » Supervision of environmental/sustainability program » Materials Handling coordination (2) » WHS Co-ordinator 	<ul style="list-style-type: none"> » Develop, plan and implement appropriate building or construction, environmental management practices and processes » Facilitate and capitalise on change and innovation » Analyse and evaluate WHS risk

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVEL 7**

Indicative Construction Activities and/or Career Pathway

Completes an additional three modules of relevant structured training in addition to the requirements of CW6 and applies to role as required. Duties may include:

- » Supervision
- » Logistics management
- » Plant operations of a highly complex nature
OR
- » Subject to having the required Skill Knowledge and Experience, nominates for Specialist Stream

General Underpinning Competencies Knowledge and Experience

- » Manage operational plan
- » Apply quality management techniques
- » Evaluate materials for multi-storey buildings
- » Manage budgets and financial plans within the work team
- » Supervise and apply quality standards to the selection of building and construction materials

MPX Specific Activities

- » Tower Crane Crew
- » Plant operations of a highly complex nature
- » Supervision

Required Underpinning Competencies Knowledge and Experience

- » Manage operational plan
- » Apply quality management techniques
- » Evaluate materials for multi-storey buildings
- » Manage budgets and financial plans within the work team

**SKILLS / PAY MATRIX
CONSTRUCTION WORKER – LEVELS 8 and 9**

Indicative Construction Activities

General Underpinning Competencies Knowledge and Experience

To be developed

Specialist Stream Options

SPECIALIST STREAM 1 – LEADERSHIP

Construction Activities

- » Incorporates the functions and duties for CW levels 5-6-7
- » Within a defined scope, responsibilities and work duties in this stream are in accordance with held competencies, experience, Judgement and industry knowledge ("capability.
- » Responsibilities and duties include, but are not limited to one or a combination of the following;
 - General supervision
 - Management of OHS
 - Training- learning delivery/co-ordination
 - Resource planning
 - Environmental management
- » Developing and/or applying specialised knowledge in areas of a construction project that may include:
 - Finishes
 - Ground works
 - Jumpform – Slipform
 - Services
 - Structures

Required Underpinning Competencies Knowledge and Experience

- » Develop, plan and implement appropriate building or construction, environmental management practices and processes
- » MPX Certificate iv OHS Risk management
- » Implement effective workplace relationships
- » Lead work teams
- » Manage work/life skills
- » Facilitate work based learning
- » Manage operational plan
- » Manage building or construction, environmental management practices and processes
- » Apply quality management techniques

Experience requirements

Minimum 5 years

Specialist Stream Options

SPECIALIST STREAM 2 – MATERIALS HANDLING	
Construction Activities	Required Underpinning Competencies Knowledge and Experience
<ul style="list-style-type: none"> » Incorporates the functions and duties for CW levels 5-6-7. » Within a defined scope, responsibilities and work duties in this stream are in accordance with held competencies, experience, Judgement and industry knowledge (“capability”). Where required operators will work unsupervised and/or assume a leadership role within a team » Responsibilities and duties include, but are not limited to one or a combination of the following: <ul style="list-style-type: none"> - Coordinate Materials movement - Management of OHS - Training learning delivery/co-ordination - Resource planning - Environmental management - Perform dogging (note dogging in relation to crane crew attracts CW7) - Perform Rigging - Operate a tower crane - Operate a self-erecting tower crane - Logistics management 	<ul style="list-style-type: none"> » Manage operational plan » Apply quality management techniques » Evaluate materials for multi-storey buildings » Develop, plan and implement appropriate building or construction, environmental management practices and processes » Supervise and apply quality standards to the selection of building and construction materials » Manage risk management system » Ensure team effectiveness <p>Experience requirements: Minimum 5 years</p>

APPENDIX 3 - RDO CALENDAR

2024						
January '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
February '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
March '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
April '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
May '24						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
June '24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
July '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
August '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
October '24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
November '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
December '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- = Annual leave (optional)
- = Other RDO
- = Scheduled RDO
- = Designated Long Weekend (Public Holiday and RDO)

2025						
January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- = Annual leave (optional)
- = Other RDO
- = Fixed RDO
- = Designated


2026


January '26							February '26							March '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				


April '26							May '26							June '26							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	2			1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					
							31														


July '26							August '26							September '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

October '26							November '26							December '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		


 = Annual leave (optional)


 = Other RDO


 = Fixed RDO


 = Designated Shutdown Long Weekend (Public Holiday and RDO)

2027						
January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

 = Annual leave (optional)

 = Other RDO

 = Fixed RDO

 = Designated Shutdown Long Weekend (Public Holiday and RDO)

APPENDIX 4 – CODE OF CONDUCT

Multiplex Constructions Pty Ltd

Multiplex Constructions Pty Ltd expects that each employee of it or any subsidiary observe the following Code of Conduct. Failure to comply with the Code of Conduct will be considered a serious matter and may result in disciplinary action, including dismissal.

Our Culture

Multiplex prides itself as being:

1. A good employer and corporate citizen;
2. Fair in its dealings;
3. Committed to avoiding and resolving disputes; and
4. Straight forward and forthright in its communications and dealings.

Conflicts of Interest

Arrangements or situations which may give rise to a conflict of interest or a perception of a conflict should be avoided. Personal dealings with organisations and persons who also deal with Multiplex (including purchases from subcontractors and suppliers) may be permitted on condition that they are declared prior to commitment and payment is made for them.

Attached is a "Potential Conflict of Interest Declaration Form" to be completed and submitted to the company secretary of the relevant company under which you operate prior to any personal dealings. Failure to disclose will be considered a serious matter.

Examples are:

1. personal relationship with sub-contractor or supplier with whom you are dealing, e.g. related, close personal friendship;
2. commercial relationship with sub-contractor or suppliers with whom you are dealing, e.g. using a sub-contractor for work on your house; and
3. threats or threatening actions or attempted bribes from organisations with which you are dealing.

Illegality

Multiplex does not condone breaches of any law including but not limited to:

1. Workplace Health and Safety legislation;
2. Employment legislation, including Fair Work Act;
3. Environmental legislation;
4. Equal Opportunity Employment legislation and unfair discrimination of any kind;
5. Fair Trading and Competition legislation; and
6. Criminal legislation (including the making of illegal payments).

Accountability

We take ownership of our responsibilities and keep our commitments to other parties (our customers, our associates, our suppliers and our people).

Respect

We are respectful in our dealings with other parties and our fellow employees.

If you are in any doubt about this Code of Conduct or are not sure how it applies please discuss this with the director to whom you are responsible.

This Code of Conduct may be varied at any time.

APPENDIX 5- HEAT POLICY

The Parties recognise the risk to worker health caused by exposure to high temperatures in the work environment. To reduce the potential for heat related illness, the parties agree to the following heat policy.

- a) Workers should be alerted to possible extreme or excess heat conditions by the PCBU, Site Manager and/or the WHS Committee before commencing work or as soon as practicable after work commences.
- b) Once the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way.
- c) During periods of hot weather, if there are areas of the workplace that are below 35°C, work shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities, provided it does not pose a serious threat to their health or safety. By agreement with the PCBU's and workers during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

Monitoring of Temperature

Temperatures shall be monitored as follows:

- a) Temperatures shall be monitored during the course of the day by the PCBU's, Site Manager, WHS Committee Chairperson and/or the Deputy Chairperson.
- b) Readings shall be taken from the nearest Bureau of Meteorology (BOM) weather station.

Humidity

Humidity creates a significant risk to workers' health and safety.

- a) Consultation with workers must take place when humidity exceeds 75% to assess all risks associated with the work being performed. Things taken into account should include: air flow/ventilation, PPE requirements, supervision, and the health of individual workers.
- b) NB. Where work is required to be performed in additional PPE, action levels will need to be altered in consultation with workers, HSR's and the WHS Committee.

Concrete pours

- a) In circumstances where it is predicted that the temperature will be 35°C, concrete pours shall not be scheduled, and Employees shall not be required to start a concrete pour. However, after prior consultation and agreement between the Company and the Union, agreed concrete pours may commence no later than 7.00am.
- b) Upcoming concrete pours shall be an agenda item for the site WHS Committee, so they can view the weather forecast for the proposed day(s) and make recommendations regarding their suitability. Work should be programmed in such a way as to reduce the risk of heat stress. Sufficient numbers of workers should be engaged to allow rotation of workers in periods of heat.

Guide to Heat Stress symptoms

Heat illness covers a range of medical conditions that can arise when the body is unable to properly cope with working in heat.

- a) These conditions include:
 - Heat stroke (a life-threatening condition that requires immediate first aid and medical attention)
 - Fainting
 - Heat exhaustion / fatigue
 - Heat cramps
 - Rashes (also called prickly heat)
 - Magnifying of pre-existing illnesses and conditions.
- b) Signs and symptoms of heat illness include feeling sick, nauseous, dizzy or weak. Clumsiness, collapse and convulsions may also be experienced as a result of heat illness.
- c) Workers with these signs or symptoms need to seek immediate medical attention.

Control Measures

Measures employed on site to prevent the effects of Heat Stress:

- Workers shall have easy access to cool, clean drinking water.
- Caffeinated drinks should be avoided as they promote dehydration.
- Mist busters will be deployed for dust suppression and aid in worker comfort in earthworks zones.
- Reduce physical activity/tasks where possible.
- Rotation of workers.
- Work in cooler parts of the day.
- Utilise Shaded areas.
- Reduction of PPE, where permissible.
- Wear light clothing under coveralls.
- Individuals should seek medical advice on the effect of medication being taken and communicate with the PCBU/First Aid Officer if they believe necessary.
- In addition, rest breaks as needed by an individual. Individuals should not be discouraged from taking needed rest breaks.
- It is expected mandated breaks of “smoko” and lunch be adhered to.
- Training – (addressed below).

Incident Response/ First Aid

All heat stress incidents are to be reported to first aid and the PCBU's. Employees experiencing symptoms of heat stress must report to the first aid shed and receive medical attention. If unable to walk to the shed, normal first aid procedures will apply.

Incident Reporting

All heat related incidences are to be reported in accordance with this policy as follows:

- a) After any reported heat related incident, the first aider shall advise the site Safety Coordinator who will notify the Chair of the WHS Committee and the relevant working group HSR immediately.
- b) The WHS Committee shall also be notified of the incident at its next meeting, or more immediately if there is a risk to other workers on site.
- c) In addition, LTIs, discomfort or related complaints and absenteeism related to heat stress shall be monitored by the WHS Committee.

Training

All PCBUs and workers on site will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. With refresher training to take place annually. This training will be provided by Creative Safety Initiatives (CSI) or another provider nominated by the Union.

In addition, First Aiders need to be specifically trained in responding to heat related incidences. Training shall be provided by a suitably qualified organisation.

Sun Safe Tips

In addition to the effects of heat, skin cancers are a major concern for workers in the industry. Here are some tips to help protect against them:

- Wear light coloured, long-sleeved collared shirts with a minimum UPF of 50+.
- Wear a broad brim hard hat attachment including neck flap.
- Wear long trousers or shorts that go to the knee.
- Avoid heatstroke by ensuring clothing is lightweight, comfortable, well-ventilated and does not restrict movement.
- Wear sunglasses that meet Australian Standards and are safe for driving.
- Apply a broad spectrum sunscreen with a minimum SPF of 30+ and lip balm.
- Use natural or portable shade where possible.
- New workers at any site should be informed, trained and supervised in sun safe techniques.
- All building workers should have their skin checked regularly by a doctor, regardless of age.
- Monitor your own skin and look out for new or unusual spots, a sore that won't heal, or a spot or mole that has changed size, shape or colour.

APPENDIX 6- DRUG AND ALCOHOL POLICY

1. Purpose

The procedure applies to all Employees on projects and workplaces during work hours. This procedure also applies to any visitors to the project or workplace, whereby the visitor/s may be requested to undertake impairment testing and/or to leave the site should they present behavioural signs of possible impairment.

2. Definitions

Accredited Laboratory	Means a laboratory which meets minimum Australian performance standards set by an accrediting agency, being the National Australian Testing Authority (NATA).
Alcohol	Refers specifically to the chemical substance ethanol which, in this context may occur in either a liquid, food, medications or gaseous form.
Authorised Organisation	An agency that meets the requirements of relevant Australian standards for Designated Collectors that are used for the collection of specimens for drug testing and who also may be used for alcohol testing.
Amphetamine-type stimulants	Amphetamine-type stimulants may include, but are not limited to, the following: amphetamine, methyl amphetamine, methylenedioxymethylamphetamine (MDMA), methylenedioxyamphetamine (MDA).
Blood Alcohol Concentration (BAC)	BAC is the measurement of alcohol in the body, in grams of alcohol per 100 millilitres of blood and recorded as a percentage i.e. 0.00%.
Chain of Custody	Chain of Custody is a series of procedures to account for the integrity of each oral fluid specimen by tracking its handling and storage from point of collection to final disposal.
Cocaine	Cocaine includes cocaine and its metabolites including cocaine, benzoylecgonine and ecgonine methyl ester.
Confirmatory Test	Confirmatory Test refers to a second alcohol breath test to confirm the initial reading or, in the case of drugs, an oral fluid analysis conducted at an accredited laboratory to confirm the non-negative ("fail") result obtained in the initial test. The confirmatory test results in a definitive positive ("fail") or negative ("pass") result. For Alcohol a result greater than 0.000% Breath Alcohol Concentration (BAC). For Drugs: (a) A test result greater than the Confirmatory Test Target Concentrations listed in table 5.1 of AS4760; and (b) A test result greater than the Cut-Off Concentrations for Confirmation Tests in Oral Fluid within appendix E of the European Guidelines for Workplace in Oral Fluid 2015-05-29 Version 02 (for Benzodiazepines only)
Confirmed Positive Test	Or When testing is scheduled and any one of the following occurs: – a Worker fails to present for testing within a Reasonable Time; or – refusal by a Worker to be tested; or – refusal by a Worker to complete the Consent / Chain of Custody Form. This shall be deemed a Positive Result Confirmatory Test.
Designated Collector	A person who has been trained and assessed as competent in the use of drug or alcohol testing equipment in accordance with the Australian Quality Training Framework (AQTF) requirements for Australian Standard AS4760 Procedures for Collection, Detection and Quantification of Drugs in Oral Fluid and AS/NZS3547 Breath Alcohol Testing Devices For Personal Use.
Drug	Drug means a substance that has a physiological effect on the body, either by itself or through its metabolite(s). The term 'drug' refers to the drug and/or its metabolite(s) for the purpose of detecting a target drug in oral fluid.
CIDAF	Construction Industry Drug and Alcohol Foundation that aims to provide employees with assistance when affected by personal or job-related problems.
Impairment	Physical or mental state of a person that enables them to perform assigned work-related tasks competently and in a manner that does not impact the health and safety of themselves and to others.
Negative Result Initial Test	For Alcohol a test result of 0.000% Breath Alcohol Concentration (BAC). For Drugs: (a) A test result less than the Onsite Initial Test Target Concentrations listed in table 3.1 of AS4760; and

Non-negative Result Initial Test	<p>(b) A test result less than the Cut-Off Concentrations for Screening Tests in Oral Fluid contained within appendix D of the European Guidelines for Workplace in Oral Fluid 2015-05-29 Version 02 (for Benzodiazepines only).</p> <p>For a negative result on the Initial test, a Confirmatory test is not required.</p> <p>For Alcohol a test result of greater than 0.000% Breath Alcohol Concentration (BAC).</p> <p>For Drugs:</p> <p>(a) test result greater than the Onsite Initial Test Target Concentrations listed in table 3.1 of AS4760; and</p> <p>(b) test result greater than the Cut-Off Concentrations for Screening Tests in Oral Fluid contained within appendix D of the European Guidelines for Workplace in Oral Fluid 2015-05-29 Version 02 (for Benzodiazepines only).</p> <p>For a Non-Negative Result Initial Test, a Confirmatory test is required.</p>
Opiates	Opiates may include but are not limited to the following: morphine, codeine and 6-acetylmorphine.
Prescription Medication	Prescription Medication means medication that is prescribed by a healthcare professional.
Tetrahydrocannabinol (THC)	THC refers to tetrahydrocannabinol, also known as marijuana or cannabis.
Worker	<p>Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:</p> <ul style="list-style-type: none"> - an Employee (either salaried or wages); - a contractor or subcontractor; - an employee of a contractor or subcontractor; - an employee of a labour hire company; - an apprentice or trainee; - a student gaining work experience; - an outworker; - a volunteer; - a visitor to a workplace.

3. Responsibilities

Position	Responsibilities
Company Management	<ul style="list-style-type: none"> - Define the Drug & Alcohol Policy and related procedure. - Authorise the implementation and communication of workplace drug and alcohol random testing. - Appoint an Authorised Organisation to conduct drug and alcohol testing or drug testing only. - Comply with any request at random for drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment. - Provide an employee assistance program (EAP) service provider for Employees that request confidential assistance for drug and alcohol related use. - Refer Employees to CIDAF where assistance is requested.
Head of Health and Safety	<ul style="list-style-type: none"> - Approve in writing where any deviation or changes to this procedure or related impairment for work drug and alcohol testing project plan is requested for any special project or other workplace. - Comply with any request at random for drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment. - Review and authorise the Drug and Alcohol Testing Plan with relevant stakeholders. - Facilitate the provision of education.
Supervisor	<ul style="list-style-type: none"> - A Supervisor is defined as a person with front line supervision responsibilities over workers undertaking work, irrespective of whether they are employed by this or another party. - Supervisors are responsible for the following in relation to their work areas and related workers in those areas over which they exercise supervision:

	<ul style="list-style-type: none">(i) Take steps to ensure that the Drug and Alcohol Policy and this Procedure is communicated to Workers.(ii) Comply with any request for random for drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment.(iii) Request Drug and Alcohol testing as part of the screening process:(iv) Following the report of a significant incident.(v) Where reasonable cause has been observed from which a Worker is suspected of being under the influence of Drugs or Alcohol.(vi) Report any incidents and implement appropriate counselling and consequence management action.
Workers	<ul style="list-style-type: none">– Comply with any request at random drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment.– Ensure they are fit for the inherent requirements of their job task whilst carrying out work-related activities.– Notify their Supervisor of any issue that may impair their ability to be fit for work;– Comply with and provide samples to Designated Collectors for the purpose of any alcohol or other drug testing.– Ensure that any Prescribed Drug or Pharmacy Only Drug is taken in line with the advice of the Medical Practitioner or the medication manufacturer's directions or recommendations.– Notify their Supervisor of any drug they are taking that could affect their fitness for work.– Immediately notify their Supervisor or Employee Representative where their health or safety is being affected by the conduct of others in the workplace.– It is the role of the Health and Safety Committee and Employee Representative(s) to assist with consultation between employers and workers in instigating, developing and carrying out measures designed to ensure the health and safety of Workers at work.
Health and Safety Committee & Employee Representatives	<ul style="list-style-type: none">– A Worker that is the subject of a Non-Negative Result Initial Test can request the support of an Employee Representative in discussions related to the worker's exclusion from the workplace pending the results of confirmatory testing and any follow up discussions with the worker's employer related to return to work.– At all times Health and Safety Representatives shall be advised before any testing occurs of any consequential action.

4. Dealing with Suspected Impairment

Declining fitness for work and poor performance associated with alcohol or drug use will be dealt with as a performance matter, therefore:

- a) The Employee's performance should be monitored.
- b) Declining performance will be brought to the attention of the Employee the performance issue will be discussed confidentially to identify the cause and to agree on remedial action.
- c) The supervisor will not attempt to diagnose the causes of the decline in performance; however, will use a problem-solving approach with the Employee to identify possible causes. These could be work related and /or personal issues.
- d) The supervisor will ensure that the Employee is aware that the Employee Assistance Program (EAP) or referral to CIDAF can be accessed.
- e) An action plan will be developed with the Employee and supervisor to resolve the issue. Follow up sessions will take place to review the Employee's performance until the issue is resolved.
- f) Where an Employee's work performance continues to be unsatisfactory, supervisors are required to follow the organisation's disciplinary procedure.
- g) Accurate Records should be kept of any performance discussion.

5. Education and Awareness

- a) The content of this procedure and any specific workplace procedures relating to alcohol or other drugs will be communicated to workers and other persons during the induction process. It also forms part of all subcontractor contractual requirements.

- b) The workplace induction shall include the following as a minimum to promote the health and wellbeing of all Workers and outline the Company's commitment to a safe and healthy workplace. The training provider shall be the BTG workplace impairment officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principal contractor workers), subcontractors and labour hire workers at least once every five years.
- c) Workplace impairment training must be a minimum of 2 hours in length and must cover the following topics:
 - Australian Workplace Health and Safety statistics
 - Overview of the workplace health and safety act – state specific
 - Mental health – discussing at length stress, anxiety and depression
 - Fatigue – overview of causes and coping mechanisms
 - Illness and injury – management of illness and injury, legal requirements, rehabilitation process
 - Chemicals, heat cold and noise and their abilities to cause impairment at work
 - Legal/illegal drugs and alcohol – statistics on current use, potential negative consequences to the workplace, workplace deaths and accidents associated with alcohol and other drug use
 - Harm relating to alcohol and other drug use
 - Understanding what is a standard drink and how long this will stay in your system
 - Detection rates for legal and illegal drugs
 - Administering self-alcohol and drug tests
 - Information about the Construction Industry Drug and Alcohol Foundation (CIDAF) and Employee Assistance Programs and the services they both offer.

6. Alcohol at approved company functions or occasions

Consumption of alcohol may be permitted at some Company sponsored off-site events such as team dinners, functions, celebrations or annual parties. In these instances, socially-responsible behaviour is expected, and responsible service of alcohol applies.

7. Possession and Supply of Alcohol and Other Drugs (AOD)

- a) Workers and other persons must not bring and/or have any alcohol or drugs in their possession or control at the workplace, except for Drugs prescribed by a medical practitioner and/or Non-prescribed legal drugs for personal use, in the recommended doses.
- b) Any unauthorised supply of alcohol and/or other drugs in the workplace is prohibited and shall result in disciplinary action and the worker or other person's instant removal from the workplace.

8. Prescribed Medication or Pharmacy Drugs

- a) If a Worker has a medical condition that could affect their Fitness For Work, they should inform their Supervisor and if they wish, an Employee Representative. The individual is not obliged to disclose confidential medical information unless it is relevant to their Fitness for Work and the ability of the Worker to safely perform the inherent requirements of their work task. If a Worker's ability to safely perform the inherent requirements of their work task is affected by taking prescription or pharmacy drugs, the Worker should obtain this advice in writing from the medical practitioner or pharmacist and provide it to their supervisor and if they wish an Employee Representative, as soon as practicable.
- b) Any Worker required to participate in drug testing is obliged to declare any medication taken immediately prior to the drug and alcohol test being conducted. Such information will remain confidential and only used in determining if such medication has contributed to or caused a non-negative result.
- c) Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the Registered Medical Practitioner, then a Negative Result shall be recorded, and no results retained.
- d) Where the results of the confirmatory test identify the Prescribed Drug / Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Register Medical Practitioner or another drug(s) type is recorded, then a Confirmed Positive Test Result shall be recorded, and the provisions of this procedure shall apply.

9. Alcohol and Other Drug (AOD) Testing

- a) AOD testing can be administered in the following situations and/or scenarios:
 - (i) Voluntary / self-testing for AOD
 - (ii) Random testing
 - (iii) Reasonable grounds testing
 - (iv) Post incident testing

- (v) Targeted testing

9.1 Voluntary and Self-testing

- a) Equipment for voluntary self-testing for alcohol will be made available to workers at all worksites prior to commencing work, including a wall mounted breathalyser in an area that affords privacy and self-testing kits for drugs. No results are recorded.
- b) Employees, who are concerned that they may have a personal problem, should seek professional support through the organisation's EAP or CIDAF.
- c) All Workers have obligations under the Work Health and Safety Act and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work.

9.2 Random Testing

- a) Workers are required to comply with a request to participate in random drug and alcohol testing.
- b) Workers chosen to participate may be random individuals and/or random workgroups. The method adopted for choosing random participants, to be chosen from both workers on and off the tools on site on each occasion, will be fair, transparent and equitable through a designated collector or authorised organisation independent software (exclusive of gate entry software).
- c) The following ratio of testing for both Alcohol and other drugs:
 - (i) Where there are less than 30 workers on site – no more than 10% of the workforce per month
 - (ii) Where there are 30 to 100 workers on site – no more than 5 workers per month
 - (iii) Where there are greater than 100 workers on site – no more than 10 workers per month

9.3 Reasonable Grounds Testing

- a) If there are reasonable grounds or cause to suspect a worker is impaired or otherwise affected by alcohol or other drugs, then an alcohol and other drug test can be initiated.
- b) Where a supervisor or other person has reason to suspect that a worker may be under the influence of alcohol or other drugs, the supervisor will meet with the worker and if the worker wishes their employee representative and set out the basis for the suspicion.
- c) The Supervisor may complete a **-Reasonable Grounds for Alcohol and Other Drugs Checklist (Sch 1)**, and if as a result the worker is deemed to be effected by drugs or alcohol the Worker may be tested in accordance with the procedure in this Policy.
- d) If a worker is not affected by drugs or alcohol the worker will return to work and all records destroyed.

9.4 Post Incident Testing

- a) After the occurrence of a Significant Incident event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.
- b) Post Incident Testing will be conducted as soon as practical after a significant incident event and when it is safe to do so.
- c) Where a Worker(s) is to be tested following a significant incident event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.
- d) Post incident testing will be conducted as soon as practicable after the incident event and when it is safe to do so.
- e) An injured Worker who requires immediate medical attention may only be tested when it is appropriate. This will be determined by the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

9.5 Targeted Testing

- a) If the worker has produced a 'Confirmed' Positive Test, it is mandatory that the worker be included in the test group for the following random test that is conducted.
- b) Targeted testing may be carried out on defined High-Risk Construction Work and other higher risk activities as determined by risk assessment. Details will be recorded in the Project WHS Plan and/or Project Risk Assessment.

9.6 HSRs

- a) At all times Health and Safety Representatives shall be advised before any testing occurs of any testing under this Policy and any consequential action.

10. Testing Methods

Testing methodologies include:

10.1 Alcohol

- a) Blood Alcohol Concentration testing will be conducted using a breathalyser that is calibrated as per the applicable Australian Standards.
- b) The process shall be explained by the administrator of the test to the worker.
- c) The cut off levels for blood alcohol content (BAC) is based on 0.00 grams per 100 mL.
- d) The acceptable limit for workers and other persons is a BAC of 0.00% at worksites.
- e) If a BAC non-negative result is returned (i.e. greater than acceptable BAC limit) a second confirmatory test will be conducted after 60 minutes. If the second test is again a non-negative result, then this will be regarded as a 'Confirmed' positive test. The result recorded will be that of the second confirmatory test.

10.2 Other Drugs

- a) All aspects of the testing shall be carried out in a confidential and private manner.
- b) On site random drug testing may be conducted using oral fluid (saliva) methods.
- c) Testing will be carried out by an independent authorised organisation or designated collector and testing to be carried out a NATA accredited laboratory.
- d) The following sets out the targeted levels (cut offs) that will constitute a Non-Negative Result Initial Test result for saliva drug testing:

Table of Limits

Initial Test – Class	Cut-off level (ng/ml)
Cannabinoids: (THC, Marijuana)	20
Cocaine and metabolites	50
Amphetamine / Methamphetamine	50
Opiates	50
Benzodiazepines	10
Confirmatory Test - Class	Laboratory Cut-off level (ng/ml)
Morphine	25
Codeine	25
6-Acetyl morphine	10
Amphetamine	25
Methylamphetamine	25
Methylenedioxymethylamphetamine	25
Methylenedioxyamphetamine	25
Δ9 tetrahydrocannabinol (THC)	10
Cocaine	25
Benzoylcegonine	10
Ecgonine methyl ester	25

Notes:

The levels specified in the above tables are taken from Australian Standard AS4760

- a) If the site/contract/legislative requirement dictates the method of testing, those requirements shall be applied. Details of these requirements will be documented in the Project WHS Plan and/or other applicable site procedures.
- b) If a non-negative result is received from the initial drug testing, then the following shall occur:
 - (i) The worker will be stood down immediately and conveyed to his / her place of residence or abode.
 - (ii) The non-negative sample shall be sent for confirmatory laboratory testing. Should the results from the laboratory confirmatory testing indicate that it is a positive result it shall be considered a 'Confirmed' Positive Test.

11. Testing Room Requirements

Every project or workplace shall have a room nominated for the purpose of undertaking Alcohol and Other Drug testing in accordance with this procedure. This room will provide privacy, including a closing door (not lockable from the inside), be clean and hygienic and free from interruptions during testing.

12. Alcohol and Other Drug breaches of this Procedure

The following circumstances are considered breaches of this standard:

- a) Refusal to sign documentation and/or to participate in testing.
- b) Failure to produce the required sample in the required timeframe.

- c) Any worker who provides a substituted specimen, or interferes with a specimen or a testing device, in an attempt to prevent detection of alcohol or other drugs.
- d) Any worker or visitor who refuses to be tested.
- e) A 'Confirmed' Positive Test result (for alcohol or other drugs).

The consequences of breaching this Policy are outlined below and should be read in conjunction with this Agreement in terms of an Employee's rights. At all times a Worker has the right to be supported by the Employee Representative.

Employee / Breach	Consequence
Employee 1st Confirmed Positive Test Result or Breach	<ul style="list-style-type: none"> - The Employee will be stood down from work immediately and paid the equivalent of their normal scheduled work routine for the time they are excluded from the workplace until such time a negative result can be produced and arrangements made for their transport home. Should the confirmatory test return a negative result then that Employee shall return to their workplace with no adverse effect to their pay, leave or other entitlements. Should the confirmatory test confirm a positive result in the case of an Employee, the Employee will not receive pay for the time excluded from the workplace, but the Employee may elect to take annual leave and then unpaid leave. - The Employee will be offered assistance through EAP or external support agency for counselling and/or rehabilitation if applicable at the Company's expense. - The Employee shall not be allowed to recommence work without the production of a negative test result. If costs are incurred these costs will be Company's responsibility - A negative breathalyser reading is acceptable for an alcohol breach. These may be conducted at site prior to commencement of shift. A negative oral fluid (saliva) method result will be required for other drugs before returning to work. - A formal first written warning shall be given to the Employee advising them that a 2 additional positive tests results within the next 12 months will result in dismissal. - Employees will be subject to targeted testing for the following random testing on site.
Employee 2nd Confirmed Positive Test Result or Breach (Within 12 months since last Confirmed Positive Test Result)	<ul style="list-style-type: none"> - The Employee will be stood down from work immediately and paid the equivalent of their normal scheduled work routine for the time they are excluded from the workplace until such time a negative result can be produced and arrangements made for their transport home. Should the confirmatory test return a negative result then that Employee shall return to their workplace with no adverse effect to their pay, leave or other entitlements. Should the confirmatory test confirm a positive result in the case of an Employee, the Employee will not receive pay for the time excluded from the workplace, but the Employee may elect to take annual leave and then unpaid leave. - The Employee will be offered assistance through EAP or external support agency for counselling and/or rehabilitation if applicable at the Company's expense. - The Employee shall not be allowed to recommence work without the production of a negative test result. If costs are incurred these costs will be the Company's responsibility. - A negative breathalyser reading is acceptable for an alcohol breach. These may be conducted at site prior to commencement of shift. A negative oral fluid (saliva) method result will be required for other drugs before returning to work. - A formal second and final written warning shall be given to the Employee advising them that a 1 additional positive test result within the next 12 months will result in dismissal. The Employee will be informed of the consequences of testing positive and their obligations to present or remain in a fit state. - Employees will be subject to targeted testing for the following random testing on site.
Employee 3rd Confirmed Positive Test Result or Breach (Within 12 months since the last Confirmed Positive Test Result)	<ul style="list-style-type: none"> - The Employee's employment could be terminated. - There may also be reasons to consider the extension of an Employee's contract past the three incidents for termination time period. This would only be in exceptional circumstances and would be subject to the Employee whose employment is to be terminated requesting special consideration by way of providing a written request for reconsideration and detailing any mitigating circumstances that may apply.
Other Persons and Subcontractors	<ul style="list-style-type: none"> - Any other persons or Subcontractors who produce a non-negative result will be removed from site immediately until a confirmatory test can be conducted at their cost. - Subcontractors will be offered a Referral to the EAP or external support agency for counselling and/or rehabilitation.

	<ul style="list-style-type: none"> - If a Confirmed Positive Test is produced they will be removed from site immediately. - Workers, other than direct employees, who are excluded from a workplace for a Positive Result Confirmatory Test can be readmitted to a workplace upon application by their employer. - The matters to be considered in whether to readmit an excluded worker include but are not limited to: <ul style="list-style-type: none"> (i) Demonstrated compliance by the Workers employer with their drug and alcohol procedure including its rehabilitation and consequence management requirements. (ii) Demonstrated compliance of the Worker with the rehabilitation and/or consequence management outcomes of their employers' drug and alcohol procedure. (iii) Worker Fitness for Work Drug and Alcohol Policy breach history. (iv) Provision by the excluded Worker of a negative test result (cost to their employer) for Drugs and Alcohol at the time the Worker presents to recommence work at a workplace, as the work to be carried out by that Worker is classified as a higher-risk activity. - Where a Worker is not readmitted to a workplace, then: <ul style="list-style-type: none"> (i) The worker will advised of the decision and the reasons for the decision. (ii) The worker will be provided with the opportunity to show cause why they should not remain excluded from workplaces and may have a representative of their choice to assist them. - Contractors will be responsible for the management / arrangements for their employees who return a positive test result for Drugs or Alcohol in accordance with their own employment arrangements. - Unless extenuating circumstances exist, a Worker other than a direct Employee who receives three Positive Result Confirmatory Test results may be permanently excluded from the workplace.
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

13. Recording Test Results

- a) Any confirmed positive test results will be held in the Employee's personnel file together with the formal written warning issued for the duration of employment. Any formal disciplinary action taken for breaches of this standard is to be counted with any other disciplinary action taken against the worker.
- b) Once the 12-month period of a negative test result has been achieved, any formal disciplinary action issued during that period for Confirmed Positive Test results will be disregarded in future disciplinary action.
- c) Numbers of tests, types of tests and numbers of positive tests shall be recorded in each of the project document management systems. All personal information will be managed confidentially.

14. Employee Assistance Program/Assistance

- a) All Employees, workers and managers can access the employee assistance program to obtain confidential help, assistance and support. If a worker has raised concern about personal issues relating to alcohol or other drugs, they must be given assistance by sourcing an external counselling and/or an approved rehabilitation service provider.
- b) Employees covered by this Agreement will have access to the following additional services;
 - (i) Construction Industry Drug and Alcohol Foundation Counselling / Rehabilitation – Phone: (02) 9810 3117
Drugs & Alcohol – info@foundationhouse.net.au
 - (ii) Gambling – problemgambling@foundationhouse.net.au
 - (iii) Admissions / Hotline – Phone: (02) 9555 4034 – intake@foundationhouse.net.au
 - (iv) CIDAF Suicide Awareness program/Foundo Blue- info@foundationhouse.net.au

15. PRIVACY AND CONFIDENTIALITY

- a) Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth).
- b) Any information provided or declared by a Worker regarding:
 - (i) Prescribed Drug and Pharmacy Only Drug consumed.
 - (ii) Medical conditions or the like.

- (iii) Their proposed return to a workplace following exclusion by this procedure. will also remain confidential and managed in accordance with the Privacy Act 1988 (Cth) and use/access/dissemination shall be restricted to those whose role makes it necessary to have access to it. The company will only release information to a third party as required by law.
- c) Employees who record a non-negative result will be treated at all times in a respectful and non-judgmental manner by all involved in the management of the matter.
- d) Where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.
- e) All Positive Result Confirmatory Test records will be retained for a maximum period of (1) year for the purposes of implementing this procedure and its consequence management framework.

16. Protections from Worker Deoxyribonucleic Acid (DNA) Misuse

- a) Workers selected for testing shall have their personal DNA protected by:
- (i) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an Initial Test, by the worker being offered the used collection cartridge upon completion of the Initial Test.
- (ii) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non-Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.
- b) These protections will be notified to Workers during site inductions.

17. Regulations, Standards and Codes

Work, Health and Safety Regulation 2017 (NSW)

AS/NZS 3547 Breath Alcohol Testing Devices for Personal Use

AS/NZS 4308 Drugs of Abuse Testing

AS/NZS 4760 Procedures for Specimen Collection and the Detection of Quantization of Drugs in Oral Fluid

Schedule 1: Reasonable Grounds for Alcohol and Other Drugs Checklist

Project:		Date:			
Personnel and Event Details					
Employee / Worker Name:		Company / Employer:			
Position / Role:		Contact Number:			
Work Location:					
Description of Event					
Reasonable Grounds for Testing Criteria					
Physical / Observations (Speech / Balance)	<input type="checkbox"/> Attempt to conceal objects	<input type="checkbox"/> odours of marijuana	<input type="checkbox"/> odours of alcohol	<input type="checkbox"/> bloodshot eyes	
	<input type="checkbox"/> dilated pupils	<input type="checkbox"/> slurring speech	<input type="checkbox"/> slow speech	<input type="checkbox"/> rambling speech	
	<input type="checkbox"/> falling over	<input type="checkbox"/> staggering	<input type="checkbox"/> stumbling	<input type="checkbox"/> unbalanced	
Behaviours / Unusual Actions	<input type="checkbox"/> Excessive sweating	<input type="checkbox"/> Emotional crying	<input type="checkbox"/> aggressive / fighting	<input type="checkbox"/> tremors	
	<input type="checkbox"/> slow reactions				
Additional details / Witnesses					
Employee / Worker					
Name:		Signature:		Date:	
Test Authorisation / Approval Company					
Name:		Signature:		Date:	

APPENDIX 7- FIVE-DAY WEEK MONDAY TO FRIDAY PROJECTS

This Appendix applies to Employees working on projects that are structured over a 5-day, Monday to Friday working week. Once a project has commenced as a 5-day work week (Monday to Friday) arrangement, the Company can revert to a standard working week (Monday to Sunday) one time only and once it does so will then remain so.

1. Hours of Work

The provisions of Clause 14.1 of the Agreement apply.

2. Overtime

a) It is the intention of the Company and Employees that excessive overtime will not be worked.

b) To this end the general standard of weekly hours will usually not be more than 50 hours per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by agreement be exceeded from time to time to perform works which the Company considers necessary and to meet operational requirements, including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.

c) Reflecting this intention, it is recognised that the Company is not restricted as to the setting of daily hours within the 50-hour general standard.

d) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

- (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees; or
- (ii) the Employee's personal circumstances including any family responsibilities; or
- (iii) the notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it; or
- (iv) any other relevant matter.

3. Rostered Days Off

The provisions of Clauses 14.3, 14.4 and 14.5 of the Agreement apply with the following exceptions:

a) Projects will be fully operational on all Fixed RDOs days not attached to a Designated Shutdown Long Weekend (which include the Easter and Christmas shutdown periods).

b) If an Employee works on a Fixed RDO, they will take the accrued RDO as a substitute day, at a later date, at the Employee's choosing for each RDO that they are required to work. Employees will be required to take up to thirteen 13 RDOs in a calendar year. In addition to the Designated RDOs, with these RDOs able to be utilised in accordance with clause 14.3 c) of this Agreement, or any other Saturday of the Employees choosing.

4. Weekend Work

- a) Weekend work will be limited to where there is a need for genuine operational reasons to undertake specific works on weekends which may be high risk in nature or have an effect on existing facilities or areas outside the project. High risk works, or works having effect as outlined above would include, but not be limited to the following:
- (i) erection or dismantle of tower cranes;
 - (ii) climbing of tower cranes;
 - (iii) removal of jumpforms, or similar high-risk bespoke elements of work;
 - (iv) service shutdowns involving external authorities; or
 - (v) connections to existing buildings.
- b) Before the Company commences consultation regarding the requirement for Weekend Work, the Company must have approval from (insert most senior person title in the region) or equivalent. No work is authorised unless this approval is provided in writing.
- c) Work may be carried out on a weekend if the Company consults and agrees with the Union about the need to carry out work. As far as practical, given operational requirements, the Company will give affected Employees at least 7 days' written notice of any such need for work to occur, so as to ensure appropriate consultation. Such work shall be paid at the rate of double time ordinary rate of pay for all hours worked.
- d) If 7 days written notice is not provided by the Company, then the affected Employees, shall be paid double time and a half of the ordinary rate of pay. This will not apply for events outside the control of the Company, where emergency work is required to be undertaken.
- e) Where work is required to be conducted over two (2) consecutive weekends and an RDO is not taken over this period, Employees who work on consecutive weekends will take the RDO foregone at an alternative day falling within six (6) weeks of the originally scheduled day, provided the re-scheduled RDO is to be taken on a day (or days) adjacent to a Saturday or Sunday or RDO, in conjunction with annual leave, or as otherwise agreed by the Employee and the Company. Such agreement will not be unreasonably withheld.

APPENDIX 8- WORK ON RDOs ON IDENTIFIED PROJECTS

This Appendix applies to Identified projects in accordance with Clause 14.6 of the Agreement.

1. Identified Projects

Sydney Fish Markets

2. Rostered Days Off 2024-2027

The provisions of Clauses 14.3 and 14.4 apply.

3. Work on Fixed RDOs and Designated Long Weekends

- a) Work is prohibited on public holidays and Designated Shutdown Long Weekends and RDOs attached to a Designated Shutdown Long Weekend. Where there is an agreed emergency or a special client need and subject to the agreement of all Parties to this Agreement and the Union, limited work may be undertaken on public holidays and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. The Company will give the other Parties and the Union 7 days notice of any such need for work so as to ensure appropriate consultation.
- b) In relation to Fixed RDOs not attached to a Designated Long Weekend, these may be worked with the agreement of an Employee.
- c) An Employee may refuse to work on a Fixed RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
 - (i) the hours of work that will be worked by that Employee in the week of the Fixed RDO;
 - (ii) the number of Fixed RDOs worked by the Employee within the previous six weeks;
 - (iii) the Employee's family responsibilities;
 - (iv) any other special circumstances peculiar to the Employee.
- d) In addition to accrued entitlements, such work that is on any Fixed RDO that is not attached to a Designated Long Weekend, shall be paid for at ordinary time rates of pay including the daily 'Fares and Travelling Allowance' and any applicable allowances prescribed by this Agreement.
- e) On Designated Long Weekends, in addition to accrued entitlements, such work shall be paid for at double time and a half, including the daily 'Fares and Travelling Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.
- f) Where the Company and the Employee agree, up to six days of RDOs in a twelve-month period may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed. Details of such banked RDOs shall be entered on to each Employee's employment records. These RDOs may be taken as a group of consecutive days or any other combination subject to reasonable notice by an Employee.

APPENDIX 9- CONSULTATIVE COMMITTEE CONSTITUTION

Multiplex

1. The Consultative Committee shall consist of eight members, four elected from the Workforce covered by this Agreement and four from Management.
2. The Committee members from the workforce shall be elected by all full time Employees of Multiplex by a secret ballot.
3. All full time Employees are eligible to stand for election on the committee.
4. Should a vacancy occur due to redundancy, retirement or any other reason within one year, a new election for that position should be held as soon as possible. Should the vacancy occur after one year of the election, the Committee members may nominate an Employee to take their place on the Committee until new elections are held.
5. Where a Multiplex site does not have a Consultative Committee member, then that site may, on request, send a representative to the Consultative Committee meeting.
6. Employees have the right to have the Committee address issues by informing any one of the Committee members in writing of their concern.
7. The duties of the Committee are to monitor the Multiplex EBA, recommending improvements to work practices, recommend training and skills advancements of Employees and deal with any grievances that Employees raise to the Committee.

