

**MCMAHON SERVICES
AUSTRALIA PTY LTD - ASURCO
ENTERPRISE AGREEMENT 2024**

INDEX

PART 1: AGREEMENT ADMINISTRATION

1.1	Coverage of the Agreement.....	4
1.2	Objectives of the Agreement	4
1.3	Commitments	4
1.4	Definitions and Interpretation	4
1.5	Commencement and Duration of the Agreement	5
1.6	Interaction with the NES	5
1.7	Conditions of Employment and Interaction with Other Instruments	5
1.8	No Extra Claims	6
1.9	Validity of this Agreement	6
1.10	Resolving Workplace Concerns or Disputes	6
1.11	Individual Flexibility Term	6
1.12	Consultation	7

PART 2: OBLIGATIONS AND RESPONSIBILITIES

2.1	Company Requirements	10
2.2	Declarations to the Employer.....	12
2.3	Classification and Work Requirements.....	12
2.4	Qualifications and Licences	12
2.5	Training	12

PART 3: CATEGORIES OF EMPLOYMENT

3.1	Full Time Employment (Factory Employees).....	14
3.2	Daily Hire Employment (Site Employees).....	14
3.3	Casual Employment.....	14
3.4	Full-time and Part-time Employment	14
3.5	Fixed-Term Contract Employment.....	15
3.6	Probationary Employment	15
3.7	Apprenticeships/Traineeships.....	15

PART 4: HOURS OF WORK – DAY WORKERS

4.1	Ordinary Hours of Work	17
4.2	Rostered Days Off	17
4.3	Rest Period	17
4.4	Meal Break.....	17
4.5	Overtime	18
4.6	Weekend Work	19

PART 5: HOURS OF WORK – SHIFT WORKERS

5.1	Shift Work	20
5.2	Rest Period	21
5.3	Meal Break.....	21
5.4	Crib Time	21

PART 6: REMUNERATION

6.1	Wage Rates	23
6.2	Deductions	23
6.3	Allowances.....	23
6.4	Superannuation.....	23
6.5	Standing down of employees.....	23
6.6	Overpayment/Employee Loans	23
6.7	Other Benefits.....	23
6.8	Uniforms and Personal Protective Equipment.....	24

PART 7: LEAVE

7.1	Annual Leave	25
7.2	Personal/Carer's and Compassionate Leave	26
7.3	Public Holidays	27
7.4	Long Service Leave	28
7.5	Parental Leave and Related Entitlements	28
7.6	Community Service Leave	28

PART 8: NOTICE OF TERMINATION AND REDUNDANCY PAY

8.1	Termination of Employment	29
8.2	Abandonment of Employment	30
8.3	Notice of Termination	30
8.4	Redundancy	31
8.5	Return of Property	34

PART 9: TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

9.1	Fares and Travel Patterns Allowance	36
9.2	Living Away from Home – Distant Work	36

PART 10: TRAINING AND RELATED MATTERS

10.1	Commitment to Training	39
10.2	Development of Training Program	39

PART 11: OCCUPATIONAL HEALTH SAFETY AND WELFARE MATTERS, EQUIPMENT, TOOLS AND AMENITIES

11.1	Health & Safety	40
11.2	Inclement Weather	40
11.3	Hot Weather - Factory	45

SIGNATURE PAGE	46
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SCHEDULE 1: Ordinary Rates of Pay effective from commencement of the Agreement	47
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SCHEDULE 2: Allowances applicable and effective from commencement of the Agreement	48
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APPENDIX 1: Training Bond Agreement	49
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PART 1: AGREEMENT ADMINISTRATION

1.1. COVERAGE OF THE AGREEMENT

This Agreement covers:

- 1.1.1. The Employer in respect of its Asurco Operating Unit; and
- 1.1.2. The Employees (as defined below at 1.4.1).

1.2. OBJECTIVES OF THE AGREEMENT

The parties to this Agreement recognise that McMahon Services Australia Pty Ltd, must achieve real and sustained performance improvements if we are to meet client needs, and improve market share. Such performance improvement is the shared goal of the parties to this Agreement.

The Objectives of this Agreement are to improve Company performance by increasing efficiency and productivity through a more highly skilled flexible and motivated work team thereby enabling us to achieve increased market share, and so support the labour cost increases which are included herein as reward for implementing the labour efficiencies set down in this Agreement.

- Achieve actual implementation of the efficiency measures contained herein which are designed to effect real gains in productivity.
-
- Develop international best practice and promote a culture of continuous learning and improvement.
-
- Improve the standard of living, job satisfaction and continuity of employment of employees.

1.3. COMMITMENTS

The parties to this Agreement commit themselves to ensuring that:

- The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.
- Productivity gains will not be achieved at the expense of health and safety standards.
-
- The disputes settlement procedures provided herein are strictly adhered to.

1.4. DEFINITIONS AND INTERPRETATION

1.4.1. Definitions

In this Agreement:

- (a) "**Act**" means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (b) "**Agreement**" means this Enterprise Agreement.
- (c) "**Award**" means the *Building & Construction General Onsite Award 2020*, the *Plumbing & Fire Sprinklers Award 2020* or the *Joinery & Building Trades Award 2020* and/or the *Manufacturing & Associated Industries and Occupations Award 2020* (as the case may be).
- (d) "**Company**" and "**Employer**" mean McMahon Services Australia Pty Ltd (ABN: 75 097 072 565).

- (e) “**Continuous Shiftworker**” means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.
- (f) “**Employees**” means the employees employed by the Employer in the Employer’s Asurco Operating Unit, who are performing work as described in the classifications at Schedule 3 which may include but is not limited to roofing / roof plumbing, General Construction and maintenance/refurbishment work.
- (g) “**FWC**” means Fair Work Commission.
- (h) “**Immediate Family**” has the same meaning as in the Act, and includes the Employee’s spouse (or de facto spouse), parent, sibling, child, grandparent or grandchild of the Employee and their spouse.
- (i) “**NES**” means the National Employment Standards as described in Part 2-2 of the Act. This Agreement contemplates the implementation of the NES on and from the date that this Agreement comes into operation.
- (j) “**Ordinary Rate of Pay**” means the rate of pay received for working ordinary time hours excluding shift penalties, loadings and allowances (unless defined otherwise in this Agreement).
- (k) “**Shift Worker**” means an employee engaged to work ordinary hours outside the span of day work, as defined at 1.4.1 (e) above.
- (l) “**General construction**” has the same meaning as defined in the *Building & Construction General Onsite Award 2020*.

1.5. COMMENCEMENT AND DURATION OF THE AGREEMENT

- 1.5.1. This Agreement will commence seven (7) days after it is approved by FWC.
- 1.5.2. This Agreement will have a nominal expiry date of four years from the date of approval by the FWC. This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.

1.6. INTERACTION WITH THE NES

This agreement will be read and interpreted in conjunction with the NES. Where there is any inconsistency between this agreement and the NES and the NES provides greater benefit, the NES provisions will apply to the extent of the inconsistency.

1.7. CONDITIONS OF EMPLOYMENT AND INTERACTION WITH OTHER INSTRUMENTS

- 1.7.1. Employees will comply with Employer policies and standards as issued from time to time. Employer policies and standards does not form part of this Agreement.
- 1.7.2. The terms of the Award will not apply while this Agreement operates.
- 1.7.3. This Agreement supersedes and replaces all previous collective, certified, enterprise and any other form of registered agreements between the Employer and the Employees.
- 1.7.4. An Employee bound by the terms of an Australian Workplace Agreement or an Individual Transitional Employment Agreement is not subject to the operating terms of this Agreement until such time that the Employee’s Australian Workplace Agreement or Individual Transitional Employment Agreement is terminated and ceases to operate in accordance with the Act.

1.8. NO EXTRA CLAIMS

Employees may not pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not, for the duration of this Agreement.

1.9. VALIDITY OF THIS AGREEMENT

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

1.10. RESOLVING WORKPLACE CONCERNS OR DISPUTES

This procedure will be followed to resolve any concerns or disputes arising from the Agreement or the application or operation of the NES.

- 1.10.1. The first step is for the Employee to discuss the matter and its potential resolution with their immediate supervisor/manager as soon as possible. The supervisor/manager must respond within five (5) working days.
- 1.10.2. If the Employee is not satisfied with the outcome, they may refer the matter to a more senior manager within the Employer for further consideration and resolution.
- 1.10.3. If the dispute is still not resolved, the Employee or the Employer may refer the matter to the FWC to settle the dispute:
 - (a) about any matters arising under this Agreement, and/or
 - (b) in relation to the application and operation of the NES.
- 1.10.4. In dealing with a dispute under this clause, FWC shall initially attempt to settle the dispute by conciliation. If conciliation fails to settle the dispute FWC may arbitrate the dispute.
- 1.10.5. While a concern or dispute is being dealt with, work will continue as normal except where there is a bona fide concern regarding an immediate threat to health or safety. Where there is a bona fide health or safety issue, Employees must perform alternative work as directed. There will be no bans, stoppages or limitations on the way that work is customarily performed.
- 1.10.6. At any stage of this procedure an Employee may seek help, assistance or representation from a person, agent or union of their choice.

1.11. INDIVIDUAL FLEXIBILITY TERM

- 1.11.1. The Employer and an Employee may agree to vary the effect of certain terms of this Agreement by a written individual flexibility arrangement ("**Arrangement**") in order to meet the genuine needs of the Employer and the individual Employee. The terms that the Employer and the Employee may agree to vary the effect of are those concerning:
 - (c) arrangements for when work is performed;
 - (d) overtime rates;
 - (e) penalty rates;
 - (f) allowances; and
 - (g) leave loading.

- 1.11.2. An Arrangement is subject to the following conditions:

- (h) An Arrangement must be genuinely agreed to by the Employer and the Employee.
- (i) An Arrangement must be about matters that would be permitted matters under the Act.
- (j) An Arrangement must not include a term that would be an unlawful term under the Act.
- (k) An Arrangement must not require that a term within it be agreed to or consented to by another person (other than the Employer and the Employee).
- (l) An Arrangement must result in the Employee being better off overall than the Employee was under the terms of this Agreement.
- (m) An Arrangement must be recorded in writing and signed and dated by the Employer and the Employee (and where the Employee is less than 18 years old by their parent or guardian), with a copy provided to the Employee. The Arrangement will also outline:
 - which term or terms of the Agreement the effect of which are varied;
 - how the effect of the term or terms are varied, and what the outcome is intended to be.

1.11.3. An Arrangement may be terminated:

- (a) by either the Employee or the Employer giving 28 days' written notice in accordance with the Act; or
- (b) by the written consent of the Employee (and where the Employee is less than 18 years old by their parent or guardian) and the Employer at any time.

1.12. CONSULTATION

1.12.1. General

- (a) This clause applies if the Employer:
 - i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (c) Once an Employee has advised the Employer of the identity of their appointed representative, the Employer must recognise the representative for the purposes of consultation under this clause.
- (d) In this clause **relevant Employees** means the employees who may be affected by a change referred to in subclause 1.12.1(a).

1.12.2. Major Change

- (a) The Employer must notify the potentially affected Employees and their representatives (if any) of the decision to introduce the major change.

- (b) As soon as practicable after making its decision, the Employer will discuss with the relevant Employees and any appointed representative:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to mitigate the adverse effect of the change on the Employees.
- (c) For the purposes of the discussion, the Employer will provide to all relevant Employees any appointed representative:
 - i. relevant information about the change including the nature of the change proposed;
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other information reasonably required by the Employees.
- (d) The Employer is not required to disclose any confidential or commercially sensitive information to the Employees.
- (e) The Employer will give prompt and genuine consideration to matters that are raised by Employees and/or their representatives in response to the change. The Employer shall formally respond to such matters and where practicable it will do so in writing.
- (f) For the purpose of this Agreement, a major change is likely to have a significant effect on Employees if it results in:
 - i. the termination of the employment of Employees;
 - ii. major change to the composition, operation or size of the Employer's workforce or to the skills required of the Employees;
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - iv. the alteration of hours of work;
 - v. the need to retrain Employees;
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.

If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in this clause 1.11.2(b) and (c) are taken not to apply.

1.12.3. Change to Regular Roster or Ordinary Hours of Work

- As soon as practicable after proposing to introduce the change, the Employer must:
- i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion — provide to the relevant employees:

- all relevant information about the change, including the nature of the change; and
 - information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the Employer reasonably believes are likely to affect the employees; and
 - invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (a) The Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (b) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their representatives. The Employer shall formally respond to such matters and where practicable it will do so in writing.
- (c) For the purpose of this clause, **regular** means the normal day(s) and shifts that the Employee has been working up until the point of the proposed change. Consultation is not required under this clause in respect to roster changes that have been part of the Employee's normal pattern of work days and shifts.

1.12.4. Redundancy of daily hire Employees

In the case of consultation with daily hire employees in the event of potential redundancy, the consultation process will involve the following steps:

- (a) Notification of the decision that the role the daily hire employee has been performing is no longer required (whether through completion of a project or project stage, or for other valid reasons including a downturn in work in the Division or a change in client requirements).
- (b) Steps the Employer has undertaken to mitigate the adverse effects of the decision, including consideration of all reasonable opportunities to redeploy the employee to another suitable role.
- (c) Confirmation that the employee is entitled to seek representation from a representative of their choice.
- (d) Provision of paid time off work for a period of 24 hours (or until the next business day) for the purpose of considering other options that the employee may wish to put to the Employer and/or seeking advice from the employee's chosen representative.
- (e) A further meeting the next business day to consider any further options proposed by the employee. If no viable options are proposed, the termination of the employee's employment due to redundancy will end due to redundancy.
- (f) At this point the daily hire employee will be provided with payment in lieu of notice and accrued entitlements in accordance with this Agreement.

PART 2: OBLIGATIONS AND RESPONSIBILITIES

2.1 COMPANY REQUIREMENTS

All employees are required to adhere to the following requirements for the purposes of ensuring that

the Company is able to operate in a safe, efficient and productive manner. The following procedures and practices should be observed at all times and are complimentary to other workplace requirements as set out in this Agreement and the Company's policies and procedures (as amended). Company policies do not form part of this Agreement.

- 2.1.1. All employees are required to report to their supervisor or leading hand on arrival at the workplace and at the completion of the day's work where deemed necessary.
- 2.1.2. Time sheets are the employee's responsibility and:
 - (a) must be kept in neat condition and filled out correctly each day;
 - (b) must be reviewed & approved by site management (supervisor, project manager) and submitted every Monday each week in line with the Company deadline, unless the employee is absent on sick leave in which case the employee must notify the Company of the previous week's details. Submission deadlines may change from time to time (such as weeks where there is a public holiday), however any changes to the required deadline will be communicated to all employees in advance.
- 2.1.3. All employees must supply and keep updated an inventory of their own tools as would be reasonably expected to be required for the performance of the work required by the employee's classification. Any tools lost or stolen should be reported to the leading hand or supervisor as soon as possible. Employees must maintain all tools in good working order. The wage rates set out in this Agreement are inclusive of a reasonable allowance for employees to supply their own tools as set out in the relevant requirements relating to the Employee's classification and employees are not entitled to any additional payments in respect of these obligations unless otherwise expressly set out in this Agreement. The Company may provide specialised tools that are required for a specific project. This will be considered by the Company on a case-by-case basis.
- 2.1.4. The manager or supervisor and leading hands are the Company's representatives on site and will issue all work-related directions and instructions.
- 2.1.5. An employee will not present for work whilst under the influence of alcohol or drugs or have any alcohol or non-prescription drugs in their possession while in the workplace. Employees are required to comply with the Company's Alcohol and Other Drugs policy. The Policy does not form part of this Agreement.
- 2.1.6. When an accident occurs, it must be reported immediately to the manager or leading hand or to the office.
- 2.1.7. Where an employee is unable to report for duty for any reason the office must be notified of the employee's absence no later than 7.00am on the day of absence, unless special circumstances apply. Where special circumstances apply, the employee will notify the Company as soon as practicable.
- 2.1.8. At the completion of each day's work, employees are required to ensure that the workplace is left in a clean and safe manner.
- 2.1.9. All employees are required to carry out their duties in a professional manner and ensure their behaviour or actions are not detrimental to the Company name or business.
- 2.1.10. All employees must be prepared to work reasonable overtime in order to fulfil the Company's contractual requirements. As the majority of the Company's contracts requires work to be carried out on each of the days Monday to Saturday employees must make themselves available to work on Saturdays unless special circumstances exist. Where an employee is required by the Company to work overtime, the Company will give the employee at least 24 hours' notice; however, this minimum notification period will not apply where the employee is required by the Company to work overtime due to an emergency or unplanned immediate response works.

- 2.1.11. An employee is not to leave the site during working hours, except during prescribed crib and/ or meal breaks, unless approval has been given by the employee's supervisor or the general manager.
- 2.1.12. Starting time is the time that employees present themselves at their workstation and not the time that employees are in the amenities or in the car park.
- 2.1.13. Employees who attend union meetings during working hours will not be paid for any such time employees are absent from their work-station.
- 2.1.14. Employees who drive Company vehicles must ensure that the following specific procedures are complied with:
- vehicles must be kept in a clean and tidy condition;
 - oil, petrol, water, etc. must be checked daily;
 - any vehicles faults must be reported immediately to the appropriate site manager or project manager;
 - any accidents, no matter how minor, must be reported immediately to the appropriate supervisor, site manager or project manager;
 - employees whilst driving Company vehicles and or plant must not use a hand-held mobile phone or any other similar device which may hinder their ability to drive in a safe and responsible manner;
 - the Company will not be responsible for the payment of any traffic offences whether employees are driving Company vehicles or private vehicles; and
 - smoking is not permitted in Company vehicles.
- 2.1.15. Employees who may wish to borrow Company equipment for private use must have approval of the Managing Director prior to the borrowing of such equipment. In these circumstances, any damages or losses to the Company equipment must be paid for by the employee(s) concerned.
- 2.1.16. Any employee seeking to use "off-cuts" of the Company materials for private use must have the prior approval of the Managing Director prior to the taking of the "off-cuts" for private use.
- 2.1.17. Employees are required to take all reasonable care in the use of company property and to protect any company property in their care.
- On termination of employment or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the company.
- 2.1.18. Employees may be required to undergo a general medical examination, which may include a drug test for specific work tasks or as required by certain contracts the company may enter into. These will be undertaken by a doctor approved by the Company.
- 2.1.19. Employees will be asked as part of their employment to undertake work in country areas or interstate from time to time. Current circumstances of individual employees will be taken into consideration when allocating such work.

2.2. DECLARATIONS TO THE EMPLOYER

- 2.2.1. If any Employee wishes to hold a second job with another Employer or to be self-employed outside of their work with the Employer, they must seek approval from the Employer prior

to commencing such work. The Employer may oppose such a request and the Employee must comply with that decision if the Employer is of the opinion that such work will harm the business or negatively affect the Employee's ability to perform work for the Employer.

- 2.2.2. Employees will not engage in any conduct or activities which are inconsistent with their duties as an employee of the Employer or which conflict or might reasonably be perceived to conflict with the Employer's interests.
- 2.2.3. Employees must declare to the Employer any interest in any business of any kind that may be in competition with the business of the Employer.

2.3. CLASSIFICATION AND WORK REQUIREMENTS

- 2.3.1. Subject to their qualifications, experience and fitness, Employees are required to perform all of the tasks of their position, including those tasks that are incidental to or of a lower classification to the main functions of their position. Employees should be classified in writing.
- 2.3.2. The allocation of tasks and the location of work will be at the Employer's direction considering operational requirements.
- 2.3.3. The classifications covered by this Agreement are set out in Schedule 1.

2.4. QUALIFICATIONS AND LICENCES

- 2.4.1. An Employee may be required as a condition of their employment to hold qualifications or licences. An Employee must notify the Employer immediately if that licence or qualification is suspended or cancelled or they are disqualified from holding or obtaining that licence or qualification.
- 2.4.2. If a fundamental condition of an Employee's employment is to hold a qualification or licence, a loss of that qualification or licence may result in termination of employment.
- 2.4.3. If an Employee does not hold the appropriate current qualification or licence, they are strictly forbidden from participating in activities that require that qualification or licence. Such conduct may result in disciplinary action which may include dismissal.

2.5. TRAINING

- 2.5.1. Training is a required part of an Employee's employment.
- 2.5.2. Employees are to undertake training as required by the Employer to ensure they have all the skills and competencies needed to perform all of the tasks required.
- 2.5.3. Where the Employee requests training for their own self development and the Employer agrees with that request and pays for that training, that training may be undertaken in the Employee's own time on a non-paid basis.
- 2.5.4. If the Employer directs an Employee to undertake training, the Employer will pay for the cost of such training. The time spent in such training will be regarded as paid work time and will be paid at the relevant ordinary time rate of pay (including, for the avoidance of doubt, any training undertaken outside of the span of ordinary hours).

- 2.5.5. Employees are required to teach work skills and procedures to other Employees as and when required by the Employer.
- 2.5.6. Where an Employee is required to travel to attend training within their ordinary working hours, they will receive a normal day's pay for that day. In these circumstances there is no additional pay for travel time.
- 2.5.7. Where an Employee incurs out-of-pocket expenses as a result of undertaking training as directed by the Employer, the Employer will reimburse such expenses provided that the expenses are authorised in advance and are reasonable and receipts or other evidence of the expenses incurred are provided.

PART 3: CATEGORIES OF EMPLOYMENT

3.1 FULL TIME EMPLOYMENT (FACTORY EMPLOYEES)

A factory employee who is not specifically engaged as a part-time or casual employee is for all purposes of this agreement, a full time employee unless otherwise specified in this agreement.

3.2 DAILY HIRE EMPLOYMENT (SITE EMPLOYEES)

A site employee who is not specifically engaged as a full-time, part-time or casual employee is for all purposes of this agreement a daily hire employee, unless otherwise specified in this agreement

3.3 CASUAL EMPLOYMENT

- 3.3.1. A casual employee means an employee who is engaged on an hourly basis or an employee who is in receipt of the allowance prescribed in clause 3.3.4.
- 3.3.2. A casual employee will be engaged for a minimum period of four hours or paid as for four (4) hours' work.
- 3.3.3. A person may be employed as a casual employee (as defined) on an ongoing basis.
- 3.3.4. A casual employee for working ordinary time will be paid the appropriate hourly rate calculated in accordance with Schedule 1 plus a loading of twenty-five per cent (25%).
- 3.3.5. The loading prescribed in 3.3.4 above will be in lieu of redundancy, notice of termination of employment, community service leave, annual leave, personal leave, public holidays (not worked) and all other forms of paid leave prescribed in this Agreement.
- 3.3.6. A casual employee who works in excess of the ordinary hours of the daily hire employees on any day will be paid at the appropriate overtime rate prescribed in this Agreement on the casual employee's rate of pay.
- 3.3.7. A casual employee may request conversion to full-time or part-time employment in accordance with Division 4A of the Fair Work Act 2009 (Cth).

3.4. FULL-TIME AND PART-TIME EMPLOYMENT

- 3.4.1. An employee may be employed to work ordinary hours on a full-time or part-time basis on any of the days Monday to Friday, and any such arrangement will be agreed by the parties prior to commencement.
- 3.4.2. The ordinary hours of full-time work will be an average of 38 hours per week.
- 3.4.3. The actual ordinary hours of part-time work will be less than 38 hours per week, as arranged or varied as applicable by mutual agreement between the Company and the employee.
- 3.4.4. Part time employees will accrue sick leave and annual leave on a pro rata basis in accordance with the provisions of Clause 7.1 "Annual Leave" and Clause 7.2 "Personal /Carer's and Compassionate Leave" of this Agreement.
- 3.4.5. Where a part-time employee usually works on a day of the week on which a public holiday occurs and the employee is not required to work on that day payment will be made for the ordinary hours the employee would have usually worked on that day.

3.5. FIXED-TERM CONTRACT EMPLOYMENT

- 3.5.1. An Employee (other than a casual Employee) may be employed by the Employer for a fixed period of time or for a specific project/event of finite duration as determined by and set out in the Employee's letter of offer.
- 3.5.2. In the event that an Employee's fixed-term contract reaches its nominated expiry date ("**Expiry Date**"), the Employee's employment will come to an end automatically and the Employee will not be entitled to notice on termination or redundancy entitlements.

3.6. PROBATIONARY EMPLOYMENT

- 3.6.1. At commencement each new employee (other than a casual employee) will serve a probationary period of 26 weeks.
- 3.6.2. During this period, should either party not be satisfied with the relationship, employment may be terminated by either party without recrimination and such termination will not constitute harsh, unjust or unreasonable termination.

3.7. APPRENTICESHIPS/TRAINEESHIPS

- 3.7.1. An Employee may be engaged as an Apprentice/Trainee and be required to undertake an Apprenticeship/Traineeship.
- 3.7.2. In order to be engaged as an Apprentice/Trainee, the Employee must be bound by a contract of training registered with the appropriate State or Territory training authority ("**Training Contract**").
- 3.7.3. Apprenticeships/Traineeships are for a fixed-term period of employment (for the term set out in their Training Contract) and will not continue beyond the end date of the Training Contract unless a specific written undertaking is given prior to, or upon, the completion of the Training Contract.
- 3.7.4. In the event that an Employee's Training Contract reaches its nominated expiry date ("**Expiry Date**"), the Employee's employment will come to an end automatically and the Employee will not be entitled to notice on termination and redundancy entitlements.
- 3.7.5. Where employment continues after the conclusion of the Training Contract, the full provisions of this Agreement will apply, excluding that applicable to Apprenticeships/Traineeships.
- 3.7.6. The following terms from the Awards as in force at the time the Agreement is made are incorporated into the Agreement:
 - 3.7.6.1. *Building and Construction General On-site Award 2020*: Clause 14, 19.7, 19.8 and Schedule D; and
 - 3.7.6.2. *Plumbing and Fire Sprinklers Award 2020*: Clauses 13, 18.2, 18.3, and 18.6; and
 - 3.7.6.3. *Joinery & Building Trades Award 2020*: Clauses 13, 19.5, 19.6, 19.9 and Schedule E;
 - 3.7.6.4. *Manufacturing & Associated Industries & Occupations Award 2020*: Clauses 12, 20.4, 21, 22, 24 and Schedule G;

save and except that the minimum rate of pay for Apprentices and Trainees will be \$1.00 per hour above the applicable award rate.

PART 4: HOURS OF WORK – DAY WORKERS

4.1. ORDINARY HOURS OF WORK

- 4.1.1. The ordinary hours of work will be an average of 38 hours per week to be worked eight (8) hours per day Monday to Friday, inclusive, between the hours of 6:00 am and 6:00 pm.
- 4.1.2. Where agreement is reached between the Company and its employees the normal daily hours may be worked in an alternative arrangement. In any agreed arrangement, the ordinary hours of work will not exceed 10 hours on any day. If an agreement is reached in accordance with this clause, employees will be paid as if they were working overtime when working more than 8 ordinary hours in a day.

4.2. ROSTERED DAYS OFF

- 4.2.1. Employees accrue rostered days off (RDOs) by working an average of eight (8) hours per day for 19 days, with 0.4 hours each eight (8) ordinary hours worked being accrued towards an RDO. To avoid doubt, additional hours worked to accrue an RDO are paid at ordinary rates.
- 4.2.2. Accrued RDOs will generally be taken on the days set out in the Construction Industry RDO Calendar. Where the company and employees agree, an alternative day may be substituted for the rostered day off and worked hours will be paid at ordinary rates.
- 4.2.3. The Company may require employees to work on a designated RDO and bank the RDO for future use.
- 4.2.4. Up to five (5) RDOs may be banked. Banked RDOs may be taken:
 - (a) at any time agreed between the Company and the employee; or
 - (b) as directed during lulls in work; or
 - (c) on request of the employee, as payment in lieu of taking the RDO.
- 4.2.5. The rate of pay for an RDO will be 7.6 hours at the employee's base rate.
- 4.2.6. On termination, an employee will be paid for any banked but unused RDOs at his or her base rate.
- 4.2.7. The Company will conduct a review of all banked RDOs on or about 1 October each year. Employees with more than five (5) banked RDOs will be paid out the excess RDOs in the next available pay run at their base rate of pay.

4.3. REST PERIOD

A rest period of ten minutes will be allowed, without deduction of pay, between 9:00 am and 10:00 am. These times may be varied to suit the on-site requirements of any particular project.

4.4. MEAL BREAK

- 4.4.1. Except as provided for in sub-clause 4.4.2 hereof, there will be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no later than six hours after the commencement of work.
- 4.4.2. Due to the exigency of the work being undertaken, the time of taking the prescribed meal break by one or more of the employees may be altered by the Company. The altered meal break should commence no later than six (6) hours after commencement of work.
- 4.4.3. Where it is necessary in accordance with sub-clause 4.4.2 hereof to alter the time of taking

the prescribed meal break and the employee is required to continue working beyond the completion of 6 hours work without a break, the employee will be paid double time for hours worked from 6 hours until the commencement of the meal break.

- 4.4.4. Where an employee elects to work through the meal break such employee will not be entitled to the penalty rates prescribed in clause 4.4.

4.5. OVERTIME

- 4.5.1. All time worked beyond an employee's ordinary time of work (inclusive of time worked for accrual purposes), Monday to Friday, will be paid for at the rate of one and a half time ordinary rates for the first two hours and a double time thereafter.

4.5.2. Recall to Work

- (a) An employee recalled to work overtime after leaving the company's premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.
- (b) Clause 4.5.2(a) hereof will not apply in cases where it is customary for an employee to return to the company's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

4.5.3. Transport of Employees

When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the company will pay the cost of, or provide, transport to the employee's home or to the nearest public transport.

4.5.4. Rest Period after Overtime

- (a) An employee who works so much overtime between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work on the next day or shift that the employee has not had at least ten consecutive hours off duty between these times; or on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the next ordinary day or shift; will subject to this sub-clause be released after completion of such overtime until the employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) An employee who has worked continuously (except for meal and crib times allowed by this agreement) for twenty hours will not be required to continue at or commence work for at least twelve (12) hours.
- (c) If on the instructions of the company, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee will be paid at double rates until the employee is released from duty for such period and will then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) The provisions of this sub-clause will apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- i. for the purpose of changing shift rosters; or
- ii. where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- iii. where a shift is worked by arrangement between the employees themselves.

4.6. WEEKEND WORK

4.6.1. Saturday Work

Overtime work on Saturday will be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday will be paid for at the rate of double time. An employee required to work overtime on a Saturday will be afforded at least three (3) hours' work or paid for three (3) hours at the appropriate rate.

4.6.2. Sunday Work

All time worked on Sundays will be paid for at the rate of double time. An employee required to work overtime on a Sunday will be afforded at least four (4) hours' work or paid for four (4) hours at the rate of double time.

4.6.3. Rest Period – Saturday or Sunday

An employee working overtime on Saturday or Sunday will be allowed a rest period of ten (10) minutes between 9:00 am and 11:00 am. This rest period to be paid for as though worked.

4.6.4. Crib Time – Saturday or Sunday

- (a) An employee working overtime on a Saturday or working on a Sunday will be allowed a paid crib time of twenty minutes after four (4) hours' work, to be paid for at the ordinary rate of pay but this provision will not prevent any arrangements being made for the taking of a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay.
- (b) In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid crib time of thirty (30) minutes which will be paid at the ordinary rate of pay.

PART 5: HOURS OF WORK – SHIFT WORKERS

5.1. SHIFT WORK

Where it is necessary that work is performed in shifts the following conditions will apply.

5.1.1. Definitions

For the purposes of this clause:

Afternoon shift means a shift commencing at or after 1:00pm and before 3:00pm.

Night shift means a shift commencing at or after 3:00pm and before 11:00pm.

Early morning shift means a shift commencing at or after 11:00pm and before 6:00am.

Early afternoon shift means a shift commencing on or after 11:00am and before 1:00pm.

5.1.2. Afternoon Night, Early Morning and Early Afternoon Shift Allowances

(a) Continuous Shifts

An employee employed continuously (inclusive of paid leave and/or public holidays) for five or more Afternoon, Night or Early Morning shifts Monday to Friday, will be paid ordinary time plus 50%.

An employee employed continuously (inclusive of paid leave and/or public holidays) for five or more Early afternoon shifts, Monday to Friday, will be paid ordinary time plus 25%.

Where a job finishes after proceeding on shift work for more than five consecutive days or the Employer terminates the employee's services during the week, the employee will be paid at the rate specified in this clause for the time actually worked.

(b) Broken Shifts

An employee who works on Afternoon, Night, Early Morning or Early Afternoon shift which does not continue for at least five successive afternoons or nights Monday to Friday will be paid ordinary time plus 50% for the first two hours and double ordinary time rates thereafter. Provided that where a job finishes after proceeding on shift work for more than five consecutive days or the employee terminates the employee's services during the week, the employee will be paid at the rate specified in clause 5.1.2(a) for the time actually worked.

5.1.3. Afternoon/Night/Early Morning/Early Afternoon Shift Ordinary Hours

The ordinary hours of both afternoon and night shift will be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes duration shall be allowed on each shift, and will be paid for as though worked. Such crib time will be in lieu of any other rest period or cessation of work elsewhere prescribed by this agreement.

5.1.4. Meal Break

For the purpose of this clause an employee will not be required to work for more than six hours without a meal break.

5.1.5. Notice of Shift Work

An employee will be given at least 48 hours' notice of the requirements to work shift work.

5.1.6. Change of Hours

The hours for shift workers, when fixed, will not be altered except for breakdowns or other causes beyond the control of the company, provided that notice of such alterations will be given to the employee not later than ceasing time of the previous day shift.

5.1.7. Weekend Shift Work

For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime will apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, will be regarded as a Friday shift.

5.1.8. Overtime

All work in excess of shift hours, Monday to Friday, other than holidays will be paid for at double time based on the ordinary rates of pay (excluding shift rates).

5.1.9. Time Off in Lieu of Overtime

(a) The Employer and an Employee may agree for the Employee to take time off in lieu of payment for overtime at times agreed with the Employer, on the basis of one (1) ordinary hour off in lieu of one (1) overtime hour worked.

(b) If upon termination of employment, an Employee has accrued time off in lieu of overtime that is yet to be taken, this will be paid out to the Employee upon termination at overtime rates.

5.1.10. The provisions of this agreement relating to hours of work and leave will apply to employees working shift work.

5.2. REST PERIOD

A rest period of ten minutes will be allowed, without deduction of pay.

5.3. MEAL BREAK

5.3.1. Except as provided for in sub-clause 5.3.2 hereof, there will be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no later than six hours after the commencement of work.

5.3.2. Due to the exigency of the work being undertaken, the time of taking the prescribed meal break by one or more of the employees may be altered by the Company.

5.3.3. Where it is necessary in accordance with sub-clause 5.3.2 hereof to alter the time of taking the prescribed meal break and such break does not commence after more than 6.5 hours have been worked, employees will be paid at the rate of double time for the period worked after 6.5 hours up to the commencement of the prescribed meal break.

5.3.4. Where an employee elects to work through the meal break such employee will not be entitled to the penalty rates prescribed in clause 5.3.3.

5.4. CRIB TIME

When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, the employee will be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four (4) hours of continuous

work, the employee will be allowed to take, also without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

Where an employee elects not to take the prescribed crib time, that employee will not be entitled to payment in lieu of the taking of the prescribed crib time.

For the purposes of this sub-clause 'usual ceasing time' is at the end of ordinary hours inclusive of time worked for accrual purposes.

PART 6: REMUNERATION

6.1. WAGE RATES

6.1.1. In recognition of the productivity improvements which flow from the adoption of the efficiency measures agreed to herein, Schedule 1 contains the rates of pay that will apply to all persons covered by this Agreement.

The rates of pay in Schedule 1 are all-inclusive except where additional penalties and/or allowances are specifically provided for in this agreement.

6.2. DEDUCTIONS

Unless otherwise expressly permitted by this Agreement, the Employer may only make deductions from the Employee's pay as requested in writing and authorised by the Employee.

6.3. ALLOWANCES

Where applicable to the work performed by an Employee, the allowances in Schedule 2 will be paid in addition to the wages payable under this Agreement.

6.4. SUPERANNUATION

6.4.1. Definitions

"Ordinary Time Earnings" (which, for the purposes of the *Superannuation Guarantee (Administration) Act 1992*, will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including the allowances specifically provided for in this Agreement. The term includes any regular over-award pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded.

6.4.2. Employer Contributions

Employer funded superannuation contributions will be made into the superannuation fund nominated by the employee. The level of contributions to be paid into the Fund by the Company on behalf of each employee will be 11.5% of the employee's 'ordinary time earnings' (as defined) or the levy prescribed by the Superannuation Guarantee Administration Act whichever is the greater.

6.5. STANDING DOWN OF EMPLOYEES

The Company has the right to deduct payment for any day or part thereof upon which an employee cannot be usefully employed because of any strike, stoppage of work (other than approved inclement weather), breakdown in machinery or failure or lack of power for which cause the Company is not responsible in accordance with the Act.

6.6. OVERPAYMENT/EMPLOYEE LOANS

6.6.1. In the event that the Employer overpays an Employee, the Employee agrees that the Employer may recover that overpayment by equal instalments from the Employee's pay over a period not exceeding six (6) months. The Employee and Company may agree to a shorter period in writing.

- 6.6.2. Where an Employee's employment is terminated and as at the date of termination there is an outstanding overpayment of wages or employee loan, the Employee agrees that the overpayment is a debt owing to the Employer and, to the extent that is lawfully allowable, the Employer may deduct that overpayment or outstanding loan from any wages or entitlements that the Employer owes the Employee upon termination.

6.7. OTHER BENEFITS

- 6.7.1. In addition to the benefits prescribed in this Agreement, Employees may be provided with other benefits supplied by the Employer. Such benefits will be provided in accordance with Employer policy, as issued and amended from time to time. This may include the provision of benefits such as motor vehicles, mobile phones and computers.
- 6.7.2. Such benefits will be at the sole and absolute discretion of the Employer and will be agreed in writing.
- 6.7.3. These benefits are not convertible to salary. In this respect benefits are not included as remuneration in calculating any other benefit payable to an Employee under this Agreement.

6.8. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

- 6.8.1. Employees are required to wear a uniform in accordance with Employer policy, as amended from time to time.
- 6.8.2. The Employer will supply PPE to Employees as required. It is the responsibility of Employees to maintain these to a reasonable standard.
- 6.8.3. The Employer will replace at no cost to an Employee any personal protective equipment or uniform that is damaged at no fault of the Employee or through fair wear and tear.

PART 7: LEAVE

7.1. ANNUAL LEAVE

7.1.1. Application

This clause 7.1 applies to all Employees other than casual Employees.

7.1.2. Entitlement to Annual Leave

(a) Annual Leave is provided in accordance with the NES.

(a) For the purpose of the additional week of leave provided by the NES, a shiftworker means a **continuous shiftworker** as defined in this Agreement.

7.1.3. Taking Paid Annual Leave

(a) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer will not unreasonably refuse to agree to a request by an Employee to take paid annual leave.

(b) The Employer may, by giving an Employee at least four (4) weeks' notice in writing, require an Employee to take their annual leave where the Employee has accrued the equivalent of five (5) weeks or more annual leave.

(c) The Employer may close down all or part of its operation. Where this occurs, an Employee may be required to take their accrued annual leave for the period of the close down in accordance with clause 7.1.7.

7.1.4. Method of taking Annual Leave

Annual leave should generally be taken within twelve (12) months from the date the leave became due.

7.1.5. Annual Leave Loading

During a period of annual leave an employee will receive a loading of 17.5 per cent calculated on the employee's normal hourly rate of pay for the employee's ordinary hours of work during the leave period. The loading will also apply to proportionate leave on lawful termination.

If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer will pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

7.1.6. Cashing Out of Annual Leave

(a) An Employee may apply to cash out their annual leave at any time subject to the following:

(i) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than the equivalent of four (4) weeks leave; and

(ii) Each cashing out of a particular amount of paid annual leave must be made by a separate agreement in writing between the Employer and the Employee; and

- (iii) The Employee shall be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has cashed out; and
- (iv) The authority to approve a cash out is the Employer's.
- (b) An Employee's accrued entitlement to annual leave will reduce by the amount of leave cashed out.

7.1.7. Annual Closedown

Where the Company closes down all or part of the business for the purposes of allowing annual leave in conjunction with the closedown period the Employees may during the closedown period elect to either:

- (a) Take their accrued annual leave for the period of the closedown. Where an employee affected by the close down has insufficient accrued annual leave, the employee will:
 - (i) Take leave without pay, or
 - (ii) Take such other form of leave or paid time off that may be available to the Employee as agreed with the Employer.
- (b) Where the Company decides to close down all or part of its business at the Christmas / New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of employees then qualified for such leave the Company will give at least two (2) weeks' notice to the employees of the intention to close down.

7.1.8. Unscheduled shut down

The Company may shut down all or part of its operations without notice due to circumstances outside its control (such as machinery breakdown or unscheduled client stoppages). In these circumstances, during the period of shut down Employees will take their accrued annual leave for the period of the closedown. Where an employee affected by the close down has insufficient accrued annual leave, the employee will:

- (a) take leave without pay, or
- (b) take such other form of leave or paid time off that may be available to the Employee as agreed with the Employer.

7.2. PERSONAL/CARER'S AND COMPASSIONATE LEAVE

7.2.1. Entitlement

An Employee is entitled to Personal/Carer's and Compassionate Leave in accordance with the NES.

7.2.2. Notice and Evidence Requirements

- (a) An Employee must give the Employer notice of the need to take personal/carer's or compassionate leave pursuant to this clause 7.2.2 (whether paid or unpaid). The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started), and must advise the Employer of the period, or expected period, of the leave.
- (b) An Employee who has given the Employer notice of the taking of personal/carer's or compassionate leave must, if required by the Employer, produce a doctor's certificate for any absence taken for such leave. An Employee will not be required to produce a doctor's certificate for the leave where the circumstances would make it unreasonable

for the Employee to do so. In this case the Employee must provide the Employer with a statutory declaration or other form of reasonable evidence to the satisfaction of the Employer that substantiates the reason for the absence.

- (c) Failure to provide the required notice or the evidence as required by this clause may result in non-payment of personal/carers leave or compassionate leave. In such cases, the time away from work will be regarded as an unauthorised absence.

7.2.3. Single Day Absences

An employee will be entitled to payment for absence from duty on account of personal illness or injury for two single days in each year of service with the Company without the production of a doctor's certificate.

In all other cases of claims for paid sick leave the employee will not be entitled to payment unless the employee provides the Company with a certificate of a duly qualified doctor which states that in the opinion of the doctor, the employee was unable to attend for duty on account of personal illness or injury by accident.

The Company may agree to accept from the employee a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.

7.3. PUBLIC HOLIDAYS

7.3.1. Entitlement to be Absent from Employment on a Public Holiday

- (a) An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday, provided that the Employee's roster or the normal operation of the Employer (or the practice of allocating work) does not include requiring the Employee to work on a public holiday.
- (b) Where the Employee's roster and the normal operation of the Employer (or the practice of allocating work) does include work on a public holiday, the Employer may require the Employee to work on a public holiday.

7.3.2. Meaning of Public Holiday

- (a) The following are public holidays for the purpose of this Agreement:
- (i) Each of these days:
- 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - The day after Good Friday;
 - Easter Monday;
 - 25 April (Anzac Day);
 - the Queen's or King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory), as applicable;
 - 25 December (Christmas Day);
 - 26 December (Boxing Day);
- (ii) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind

of day or part-day, that is excluded by the regulations from counting as a public holiday.

- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of this clause, then the substituted day or part-day is the public holiday for the purposes of this Agreement.
- (c) The Employer and an Employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of this clause.

7.3.3. Payment for Absence on Public Holiday

- (a) If an Employee is absent from work on a day or part-day that is a public holiday and that day would normally have been a day on which the Employee worked ordinary time, the Employer shall pay the Employee at the Employee's Ordinary Rate of Pay for the Employee's ordinary hours of work on the day or part-day.
- (b) If the Employee does not have ordinary hours of work that would have normally fallen on the day that is the public holiday, the Employee is not entitled to payment for that day.

7.3.4. Minimum Payment

An employee required to work on a public holiday or the day after Good Friday will be paid for eight (8) hours at ordinary rates and in addition will receive a penalty at time and a half for the number of hours worked, with a minimum payment for four (4) hours' work.

7.4. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with applicable State or Territory long service leave legislation.

7.5. PARENTAL LEAVE AND RELATED ENTITLEMENTS

7.5.1. Unpaid Parental Leave

Employees are entitled to unpaid parental leave in accordance with the NES.

7.6. COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service Leave (which includes jury service leave) in accordance with the NES.

PART 8: NOTICE OF TERMINATION AND REDUNDANCY PAY

8.1. TERMINATION OF EMPLOYMENT

8.1.1. Termination – Distant Work

An employee employed on distant work as prescribed by Clause 9.2 of this Agreement will be entitled to notice of termination in sufficient time to arrange suitable transport at termination or will be paid as if employed up to the end of the ordinary working day before transport is available.

8.1.2. Summary Dismissal

The period of notice set in Clause 8.3.1, hereof will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency, refusal of duty or misconduct and in such cases, wages will be paid up to the time of dismissal.

8.1.3. Statement of Employment

The Company will, where requested, provide to the employee a written statement specifying the period of the employee's employment and the classification of or type of work performed by the employee.

8.1.4. Termination without Notice

The Employer may terminate an Employee's employment if the Employee engages in serious misconduct justifying summary dismissal.

In such circumstances notice of termination is not required.

8.1.5. Termination with Notice

The Employer may terminate an Employee's employment with notice:

- (a) For any lawful reason based on the conduct, capacity or performance of the Employee including but not limited to;
 - i. Serious misconduct by the Employee.
 - ii. A fundamental or serious breach by the Employee of the Company's policies and practices.
 - iii. Inappropriate use of the Company email or IT system
 - iv. A failure by the Employee to perform or conduct himself/herself to a satisfactory standard on a consistent basis (so long as the Employee has been told the problems with their performance and been given an opportunity to improve to the required standard).
 - v. Conduct that would warrant summary dismissal at common law.
 - vi. If the Employee is persistently absent or late without proper cause.
 - vii. An act of gross negligence by the Employee.
 - viii. The Employee's position is no longer required (redundant).
- (b) At any time during the probationary period; or;
- (c) If the Employee's position becomes redundant.

8.2. ABANDONMENT OF EMPLOYMENT

- 8.2.1. The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company will be at face value evidence that the employee has abandoned employment.
- 8.2.2. Provided where within a period of seven (7) days from the employee's last attendance at work or the date of the last absence in respect of which notification has been granted an employee has not established to the satisfaction of the Company that the employee was absent for a reasonable cause, the employee will be deemed to have abandoned their employment.
- 8.2.3. Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later. Notice of termination will be provided as per the NES (if applicable).

8.3. NOTICE OF TERMINATION

8.3.1. Notice of Termination by the Employer – other than daily hire

- (a) Subject to clause 8.1.1, the Employer shall not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).
- (b) The Employer shall not terminate the Employee's employment unless:
- (i) The time between giving the notice and the day of the termination is at least the period (the minimum period of notice) as provided in this clause; or
- (ii) The Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice. This rate of pay includes any amount that would have been paid to the Employee in respect to the ordinary hours that the Employee would have worked.
- (c) The minimum period of notice shall be worked out as follows:

Employee's period of continuous service with the Employer at the end of the day the notice period is given	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
The period shall be increased by one (1) week if the Employee is over 45 years old and has completed at least two (2) years of continuous service with the Employer at the end of the day the notice is given.	

- (d) Where the Employer has given notice of termination to an Employee, an Employee shall be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

8.3.2. Notice of Termination by Employees – other than daily hire

- (a) The notice of termination required to be given by an Employee is the same as that required by the Employer, save and except that there is no requirement on an Employee to give additional notice based on their age.
- (b) If an Employee fails to give the required notice, the Employee agrees that the Employer has the right to withhold or deduct from any monies or entitlements owed to the Employee an amount equal to the notice period not given.

8.3.3. Notice of termination – Daily Hire

(a) **Notice of Termination**

Termination of employment by either party will require the giving of one (1) day's notice given at any time during the day or by the payment or forfeiture of a day's pay as the case may be. Notice given at or before the starting time of any ordinary working day will be deemed to expire at the completion of that day's work.

If an employee fails to give notice the Company will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice. Any monies owed by the employee may be deducted from any monies due to the employee that is lawfully allowable.

- (b) One (1) hour will be allowed to a tradesperson prior to termination to gather, clean, sharpen, pack and transport the employee's tools.

8.3.4. Exclusions from obligation to provide notice of termination

The entitlement to notice of termination does not apply to the following Employees:

- (a) A fixed term Employee as defined in clause 3.5 of this Agreement (but only in the event that the Employee's fixed-term contract has reached its nominated expiry date);
- (b) An Apprentice/Trainee as defined in clause 3.7 of this Agreement (but only in the event that the Employee's Training Contract has reached its nominated expiry date);
- (c) A casual Employee; or
- (d) An Employee who is dismissed for serious misconduct justifying summary dismissal.

8.4. REDUNDANCY

SITE EMPLOYEES

8.4.1. Classification

A site employee refers to all Employees who are wholly or predominately employed on a construction site.

8.4.2. Definition

- (a) The industry specific redundancy scheme from the *Building and Construction General On-site Award 2020* is incorporated into this agreement.

8.4.3. Criteria for Selection

When considering redundancies due to work availability consideration will be given to the following matters:

- (a) The specific skills required to perform the work in hand and for the future, particularly, having regard to reduced number of employees;
- (b) The employee's past performance including efficiency and productivity;
- (c) The employee's attitude to Occupational Health, Safety and Welfare, particularly in regard to the Company's policies relating to health and safety (as amended);
- (d) The employee's attitude to training;
- (e) The employee's co-operation with fellow workers and management;
- (f) The employee's length of service, where all the above factors are equal.

8.4.4. Redundancy Pay

A redundant employee other than a casual employee (as defined) will receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Agreement) with the company.

Period of Continuous Service with the Company	Redundancy/Severance Pay
Less than one year	1.75 hours per completed week of service up to a maximum of 2.4 weeks
1 year or more but less than 2 years	2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay.
3 years or more than but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

8.4.5. Definition – Week's Pay

Week's pay means the ordinary time rate of pay at the time of termination for the employee concerned and excludes overtime, penalty rates, consolidated disability allowance, shift allowance, bonuses and any other ancillary payments.

8.4.6. Casual Employment

Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.

8.4.7. Apprentices

Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with the company for a further twelve months.

8.4.8. Employee Leaving during Notice Period

An employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of this clause as if the employee remains with the company until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment in lieu of notice.

8.4.9. BIRST

- 8.4.9.1. All eligible employees (i.e. full-time and part-time) will be enrolled in BIRST fund and will be entitled to redundancy payments in accordance with this clause fund.
- 8.4.9.2. The Company will make the payment set out in clause 8.4.9.3 into the BIRST scheme Payments made by the Company into the BIRST fund are acknowledged to be paid on account of an Employee's entitlement to severance pay on redundancy.
- 8.4.9.3. The Company contributions to the BIRST scheme will be \$70.00 per week per eligible full-time or daily hire employee.
- 8.4.9.4. To avoid doubt, no aspect of the BIRST agreement or any Industry Agreement attached or related to the BIRST agreement shall apply to employees covered by this Agreement.
- 8.4.9.5. A site employee whilst employed in the factory will not be entitled to have payments made to BIRST other than in accordance with clause 8.4.14.

8.4.10. Income Maintenance Insurance

The Company will provide all eligible employees (other than casual employees) with sick and accident income maintenance insurance up to an amount of \$1,200.00 per week. The insurance incorporates a 14-day waiting period and maximum cover of 104 weeks.

An employee whilst absent from work and receiving income maintenance insurance will not have contributions made to the BIRST, C+BUS or CILSL funds during this period of absence.

FACTORY EMPLOYEES

8.4.11. Definition

Redundancy occurs when the employee's employment is terminated at the Company's initiative because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour (such as due to workloads or similar reasons), or because of the insolvency, or bankruptcy of the Company.

8.4.12. Criteria for Redundancy

When considering redundancies due to work availability consideration will be given to the matters set out in clause 8.4.3.

8.4.13. Redundancy entitlement

A factory employee (other than a casual employee) who is made redundant is entitled to severance pay in accordance with the redundancy provision under Division 11 of the NES as follows:

Period of Continuous Service with the Company	Redundancy pay period
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay

Period of Continuous Service with the Company	Redundancy pay period
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

In this clause 8.4, "weeks' pay" means the ordinary time hourly rate at the time of termination multiplied by 38 and "hours' pay" means the ordinary time hourly rate at the time of termination.

8.4.14. **BIRST**

A full time factory worker who has been employed by the Company for a continuous period of at least five years will be enrolled in BIRST. Any amount payable to an employee under clause 8.4.13 will be reduced by the amount that the employee has in their BIRST account. For example, an employee who is entitled to 8 week's redundancy pay and has the equivalent of 4 weeks' redundancy pay in their BIRST account will be paid 4 weeks' pay.

8.4.15. **Casual employment**

Any period of service as a casual will not entitle an employee to accrue service in accordance with this clause for that period.

8.4.16. **Trainees**

Trainees who are engaged only for the length of the training agreement are not entitled to redundancy pay.

8.4.17. **Income Maintenance Insurance**

The Company will provide all eligible employees (other than casual employees) with sick and accident income maintenance insurance up to an amount of \$1,200.00 per week. The insurance incorporates a 14-day waiting period and maximum cover of 104 weeks. An employee whilst absent from work and receiving income maintenance insurance will not have contributions made to the BIRST, C+BUS or CILSL funds during this period of absence.

8.5. **RETURN OF PROPERTY**

8.5.1. Upon termination of employment for any reason, an Employee must immediately return all property belonging to the Employer.

8.5.2. For the purpose of this clause 'Property' includes anything:

- (a) that the Employer notifies as property;
- (b) that an Employee is directed to return at the end of their employment;
- (c) that an Employee should be reasonably aware is property.

For example, 'Property' includes but is not limited to keys, uniforms, phones, computers and equipment.

PART 9: TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

9.1. FARES AND TRAVEL PATTERNS ALLOWANCE

- 9.1.1 A daily fares allowance of \$29.00 per day will be paid to employees where the employee is employed on work located within a radius of 50 kilometres from the employee's primary place of employment. When an employee is employed on distant work, as defined in clause 9.2 of this agreement, and the work is carried out away from the place where, with the Company's approval, the employee is accommodated for the distant job – 50 kilometres from the place of accommodation. Notwithstanding any other provision of this agreement, a daily fares allowance will not be payable for any work location that is the Employer's factory (whether or not it is a factory or site employee attending at the factory for work).
- 9.1.2 Employees will receive payment (at the base rate of pay) for time spent reasonably and necessarily travelling to commence work at a site that is outside a 50km radial area of the Employee's primary place of employment and where the relevant site is more than 50km outside the radial area of the Employee's ordinary place of residence. This travelling time payment will be paid in 15-minute increments.
- 9.1.3 The travelling allowances prescribed in this clause are not to be taken into account in calculating overtime, penalty rates, annual leave, personal/carer's (sick) leave, compassionate leave or community service.
- 9.1.4 The daily fares allowance is payable for any day upon which an employee in accordance with the Company's requirements, works or reports for work or allocation of work, whether the employee has used a bicycle, has walked or used other means of locomotion and on the rostered day off; however, notwithstanding anything else in this agreement, the daily fares allowance will not be payable where the employee has used a Company-supplied vehicle or other means of Company-supplied transportation to travel to the relevant site.
- 9.1.5 The daily fares allowance is not payable for any day upon which the employee does not report for work or any additional leisure days off.
- 9.1.6 The daily fares allowance will not be taken into account when calculating the annual leave loading.

9.2. LIVING AWAY FROM HOME—DISTANT WORK

9.2.1. Qualification

- (a) This clause operates when an employee is employed on construction work at such a distance from the employee's usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:
- (i) The employee is not in receipt of relocation benefits;
 - (ii) The employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
 - (iii) The employee has provided the details of their usual place of residence, or any separately maintained address to the Employer.
- (b) The employee is not entitled to payment under this clause if the employee has knowingly made a false statement regarding the details required in clause 9.2.2.

9.2.2. Employee's address

- (a) On engagement, an employee must provide the Employer with their address at the time of application, the address of any separately maintained residence and, if requested, reasonable documentary proof of those details.

- (b) No subsequent change of address will entitle an employee to the provisions of this clause unless the Employer agrees.

9.2.3. Entitlement

- (a) Where an employee qualifies under clause 9.2.1 the Employer will:
- (i) Provide the employee with reasonable accommodation; and
 - (ii) Provide the employee with a Travelling Food Allowance of \$85 per night spent away to provide for meals and incidental costs whilst travelling for work. The Company may enter into an alternative arrangement agreed to by the Company and employees. Such agreement will be in writing.
 - (iii) In the event that meals are paid for by the Employer, the employee will be paid an Incidental Allowance of \$25.00 per day in lieu of the \$85.00 Travelling Food Allowance.
 - (iv) Where employees are required to live in camp, provide all board and accommodation free of charge.
- (b) The accommodation provided will be of a reasonable standard having regard to the location in which work is performed, including the provision of reasonable ablution/laundry, recreational and kitchen facilities, as well as reasonable external lighting, mail facilities, radio or telephone contact and fire protection.

9.2.4. Travelling expenses

An employee who is sent by an Employer to a job which qualifies the employee for the provisions of this clause will be entitled to the following benefits:

(a) Transport

- (i) The employee will be provided with either:
- appropriate transport to / from the distant location (which may include a vehicle that the employee must drive), or
 - the reasonable cost of a bus or train fare (as the case may be) to the distant location.
- (ii) The Employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues employment within two weeks of commencing on the job and who does not immediately return to the employee's place of engagement.

(b) Return journey

- (i) The return journey payments will not be paid if the employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct at any time.

(c) Travelling time

- (i) Employees will be paid at their base rate of pay for travelling time to / from the distant location.
- (ii) For the purpose of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the

employee's usual place of residence to the locality of the work (or the return journey, as the case may be).

9.2.5. Period of distant work

No employee will be required to work away from home for a period of two or more months (and thereafter each three months) without being permitted to return home (including being paid for travel time for such return in accordance with the terms of clause 9.2.3 of the agreement).

PART 10: TRAINING AND RELATED MATTERS

10.1. COMMITMENT TO TRAINING

The Company and employees recognise that, in order to increase the efficiency and competitiveness of the Company, a greater commitment to training and skills development is required of the Company and its employees. Accordingly, the Company and employees commit themselves to:

- Developing a more highly skilled and flexible workforce;
- Providing employees with the opportunity to acquire additional skills; and
- Removing demarcation barriers to enable utilisation of skills acquired.

10.2. DEVELOPMENT OF TRAINING PROGRAM

A training program will be developed in consultation with the Consultative Committee and training specialists, where necessary, but consistent with the following:

- 10.2.1. Training is an important part of an Employee's employment.
- 10.2.2. Employees are to undertake training as required by the Company to ensure They have all the skill and competencies needed to perform all of the tasks required.
- 10.2.3. Provided that the Company has consulted with the Employee and the Employee agrees, some training may be undertaken in the Employee's own time on a non-paid basis.
- 10.2.4. The Company will pay for the cost of training that it directs an Employee to take.
- 10.2.5. Employees are required to teach work skills and procedures to other employees as and when required by the Company.
- 10.2.6. Where an Employee is required to travel to attend training, the Employee will receive a normal day's pay for that day. There is no additional pay for travel time.
- 10.2.7. Where an Employee incurs out of pocket expenses, the Company will reimburse these provided that the expenses are reasonable and receipts or other evidence of the expense incurred are provided.
- 10.2.8. Should an Employee terminate their employment with the company within two (2) years of completing a training course costing in excess of \$1,500.00, the Employee authorises the Employer to deduct from any entitlements due on termination, a pro-rated amount of the training costs. The pro-rated amount will be determined on the time not completed to achieve two (2) years' service after completing respective course. Example – Course cost \$2,000.00, the Employee remained employed by the Employer for another year after completing course and then resigned: \$1000.00 will be deducted from the Employee's termination payment. This is to be agreed between the Employer and Employee in writing prior to the training being undertaken in accordance with the Training Bond at Appendix 1. Any deductions made under this clause will be consistent with s 326 of the Act.

PART 11: OCCUPATIONAL HEALTH SAFETY AND WELFARE MATTERS, EQUIPMENT, TOOLS AND AMENITIES

11.1. HEALTH & SAFETY

The Company and employees are committed to the safe operation of plant and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees. To facilitate this, it is provided that:

- 11.1.1. It is the Company's obligation to provide a safe and healthy workplace;
- 11.1.2. Any worker becoming aware of a situation which is unsafe is responsible for immediately reporting the information to the supervisor or manager or other appropriate representative of the Company;
- 11.1.3. As workplace safety is of paramount importance, all employees are required to adhere to safe work practices and maintain a safe working environment. Where an employee is unsure of the safety requirements, the employee should discuss the matter with the supervisor or leading hand.
- 11.1.4. Safety clothing, safety footwear, hard hats and any other necessary safety equipment will be provided by the Company on request and must be worn or used in accordance with the Company's safety requirements which includes ensuring that this equipment is brought to work every day.

Failure to comply with this requirement may lead to dismissal.
- 11.1.5. It is strictly against the rules of the workplace to interfere with, or make inoperative, any safety equipment or guards;
- 11.1.6. Horseplay at the workplace is dangerous and can lead to the injury of those involved, or of bystanders; therefore horseplay, or the unauthorised or irresponsible use of fire protection or safety equipment is prohibited;

Failure to observe this instruction may lead to dismissal;
- 11.1.7. Any damage to safety plant or equipment must be reported to the appropriate supervisor or manager as soon as possible.
- 11.1.8. All requirements of the Health and Safety legislation in each state in which the Industrial Services Division performs work will apply to work covered by this Agreement as applicable.

11.2. INCLEMENT WEATHER

11.2.1 Definition - Inclement Weather

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

11.2.2 Conference Requirement and Procedure

Company, or the Company's representative, will, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should

not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference.

Where the Company or the Company's representative refuses to confer within such reasonable period, employees will be entitled to cease work for the rest of the day and be paid inclement weather.

11.2.3 Restrictions of Payments

An employee will not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.

11.2.4 Entitlement to Payment

An employee will be entitled to payment by the Company for ordinary time lost through inclement weather for up to 34 hours in every period of four weeks. For the purpose of this sub-clause the following conditions will apply.

11.2.4.1 An employee will be credited with 34 hours at the commencement of each month

11.2.4.2 The number of hours at the credit of any employee at any time will not exceed 34 hours.

11.2.4.3 If an employee commences employment during a month the employee will be credited 34 hours where the employee commences on any working day within the first week; 24 hours where the employee commences on any working day within the second week; 16 hours where the employee commences on any working day within the third week; and 7.6 hours where the employee commences on any working day within the fourth week.

11.2.4.4 No employee will be entitled to receive more than 34 hours inclement weather payment in any month.

11.2.4.5 The number of hours credited to any employee under this clause will be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.

11.2.4.6 Payment under this clause will be weekly.

11.2.5 Part-time Employment

11.2.5.1 An employee working on a part-time basis will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four-week period. The method of calculation of a part-time daily hire employee's proportionate employment will be as follows:

$$34 \times \frac{\text{Number of hours agreed to be worked during the four-week period}}{152(144)}$$

11.2.6 Transfers

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

11.2.6.2 No employee will be transferred to an area not affected by inclement weather unless there is work available in the employee's classification.

- 11.2.6.3 Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- 11.2.6.4 Employees may be transferred from one site to another site and where the employees use their own transport, they will be paid an allowance at the rate of 95 cents per kilometre.

11.2.7 Completion of Work Required to be Performed

- 11.2.7.1 Except as provided in this subclause an employee will not work or be required to work in the rain.
- 11.2.7.2 Employees may be required to commence work in inclement weather, so long as it is safe to do so and agreed by the parties involved.
- 11.2.7.3 Where work is to be performed and is commenced prior to a period of inclement weather, employees may be required to complete such work to a practical stage and for such work will be paid at the rate of double time calculated to the next half hour, and in the case of wet weather will be provided with adequate wet weather gear.
- 11.2.7.4 If an employee's clothes become wet as a result of performing work in the rain the employee will, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- 11.2.7.5 The provisions of 11.2.7.3 and 11.2.7.4 hereof will also apply in the case of emergency work where the employees concerned agree that the work is of an emergency nature and can start and/or proceed.

11.2.8 Cessation and Resumption of Work

- 11.2.8.1 At the time employees cease work due to inclement weather the company or the company's representative on site and the employee's representative will agree and note the time of cessation of work.
- 11.2.8.2 After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.
- 11.2.8.3 Safety

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 will remain on site. The employee will be paid for such time without reduction of the employee's inclement weather entitlement.

11.2.9 Additional Wet/Hot Weather Procedure

11.2.9.1 Remaining on Site

Where, because of wet and or hot weather, the employees are prevented from working:

- a) for more than an accumulated total of four hours of ordinary time in any one day; or

- b) after the meal break, as provided in clause 5.4 of this agreement, for more than an accumulated total of 50% of the normal afternoon work time; or
- c) during the final two hours of the normal work day for more than an accumulated total of one hour, the company will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.
- d) Provided that where, by agreement between the company and/or the company's representative and the employees' representative the persons remain on site beyond the periods specified above, any such additional wet time and/or hot time will be paid for but will not be debited against the employees' hours.
- e) Provided further that wet time and/or hot time occurring during overtime will not be taken into account for the purposes of this subclause.

11.2.10 Rain at Starting Time

- 11.2.10.1 Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless the rain stops or adequate protection is provided to enable them to walk through the weather to and from the site amenities.
- 11.2.10.2 In this clause, a dry area means a work location that has not become saturated by rain or where water would not drip on the employees.

11.2.11 Hot Weather

11.2.11.1 Location

These additional hot weather procedures will apply on industrial/commercial building sites within a radius of 50 kilometres from the GPO Adelaide excluding the hills area.

11.2.11.2 Approach

Where hot weather conditions are forecast, the company will endeavour where practicable to arrange the work process so as to reduce the employee's exposure time to UV Radiation.

An employee or the employee's representative may raise the issue of inclement weather and this will be dealt with in accordance with clause 11.2.2 of this agreement.

Relocation of employees, where necessary, will occur as soon as practicable and where possible prior to the temperature reaching 35°C.

11.2.11.3 Application

For the purpose of determining the temperature there will be three defined working zones within the 50 kilometre radius zone of the Adelaide GPO. These zones shall be known as Northern, Central and Southern and the temperatures for the respective zones shall be as advised by the Bureau of Meteorology at Parafield, West Terrace and Noarlunga, respectively. The Northern and Southern boundaries of the Central zone are Grand Junction Road and O'Sullivan's Beach Road including their respective parallels.

When the general outside temperature as advised by the Bureau of Meteorology in the applicable zone is 35°C the following will apply:

Employees will continue working in areas where air-conditioning is operating and in all other areas which are clearly cooler than the general outside temperature. Relocation and transfer to areas which do not exceed 35°C will be in accordance with clause 11.2.5.

11.2.11.4 Working in Cooler Areas

All employees working in cooler areas will be paid at ordinary time rates of pay.

11.2.11.5 Safety Officer

Where twenty or more employees continue working on the site the Safety Supervisor/Officer will remain on site and be paid at ordinary time rate of pay unless such employee is engaged on a concrete pour, GRC pour or emergency work, in which case double time will be applicable calculated to the next half hour.

11.2.11.6 Other Employees

Employees who cannot be relocated from exposed work areas to cooler work areas will be relocated to the air-conditioned amenities buildings provided that all areas are left in a safe condition and all tools and equipment are properly stored. All employees prevented from working due to hot work conditions will remain on site in accordance with clause 11.2.8.1.

11.2.11.7 Temperature Reaching 37°C Site

When the general outside temperature as advised by the Bureau of Meteorology in the applicable zone reaches 37°C Site the following will apply:

Employees onsite who have been relocated to the amenities building will be allowed to leave site.

Employees working in air-conditioned areas and/or areas where the temperature is less than 37°C Site will continue working.

Employees working in other than air-conditioned areas where the temperature is less than 37°C Site but the humidity is such that it is not reasonable for these employees to continue working will be allowed on request and with the approval of the appropriate supervisor to cease work and leave site subject to all areas being left in a safe condition and all tools and equipment properly stored.

Employees required by the Company to continue working onsite when inclement weather has been agreed will be paid at double time rates.

11.2.11.8 Disability or Other Allowances

Consolidated Disability Allowance and any other allowances, however described, will not be payable for hours during which an employee is non-productive due to inclement weather.

11.3. HOT WEATHER - FACTORY


11.3.1. This clause 11.3 applies only to work in the factory and does not apply to any work undertaken on site.

11.3.2. For factory employees working at the factory, when the general outside temperature, as advised by the Bureau of Meteorology at the West Terrace weather station reaches 38 degrees, the following will apply:



- (a) employees working in air-conditioned areas or in areas where the temperature is less than 38 degrees, will continue working; and
- (b) employees working in areas that are not air-conditioned where the temperature is less than 38 degrees but the humidity is such that it is not reasonable for these employees to continue working, will be allowed, on request and with the approval of the appropriate manager, to cease work and leave the factory without losing their ordinary time for the day (7.6 hours paid 0.4 hours accrued for RDO), subject to all areas being left in a safe condition and all tools and equipment properly stored.
- (c) except for employees working in air-conditioned areas, once the temperature has reached 38°C employees working in the factory will have a 30-minute clean-up period before being released from duties. Other than this clean-up period, employees required by the Company to continue working in the factory when inclement weather has been agreed will be paid at double time rates.

SIGNED FOR AND ON BEHALF of

McMahon Services Australia Pty Ltd
ABN: 75 097 072 565


Full Name: Neil Chappell
Position: Executive GM
Address: 25 Avocet Drive
Mawson Lakes, 5095
Authority
to sign: 
Dated: 15 / 08 / 2024

In the presence of:

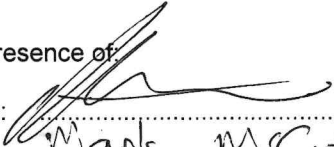
Witness: 
Name: 
Address: 21 WILSA RD
PARA WILB
Dated: 15 / 08 / 24

SIGNED FOR AND ON BEHALF of

The Employees

Full Name: Kieran McCutcheon
Position: Employer Rep.
Address: 391 esplanade,
Semaphore Park, 5019
Authority
to sign: 
Dated: 15 / 08 / 2024

In the presence of:

Witness: 
Name: Mark McCutcheon
Address: 391 Esplanade Semaphore
Park
Dated: 15 / 8 / 2024

SCHEDULE 1

ORDINARY RATES OF PAY EFFECTIVE FROM COMMENCEMENT OF THE AGREEMENT

Site Based Employees	Upon commencement of the agreement	First full pay period 12 months after commencement	First full pay period 24 months after commencement	First full pay period 36 months after commencement
Labourer	\$ 28.38	\$ 29.52	\$ 30.70	\$ 31.92
Trade Assistant	\$ 28.60	\$ 29.74	\$ 30.93	\$ 32.17
Tradesperson Level 1	\$ 32.58	\$ 33.89	\$ 35.24	\$ 36.65
Tradesperson Level 2	\$ 33.72	\$ 35.07	\$ 36.47	\$ 37.93
Tradesperson Level 3	\$ 34.61	\$ 36.00	\$ 37.44	\$ 38.93
Factory Employees	Upon commencement of the agreement	First full pay period 12 months after commencement	First full pay period 24 months after commencement	First full pay period 36 months after commencement
Painter / Fabricator	\$ 33.75	\$ 35.10	\$ 36.50	\$ 37.96
Trained GRC	\$ 29.84	\$ 31.03	\$ 32.27	\$ 33.56
Factory Hand / GRC Mixer / Trade Assistant	\$ 25.83	\$ 26.87	\$ 27.94	\$ 29.06
Forklift Operator / Truck Driver	\$ 29.09	\$ 30.25	\$ 31.46	\$ 32.72

SCHEDULE 2

ALLOWANCES APPLICABLE AND EFFECTIVE FROM COMMENCEMENT OF THE AGREEMENT

S2.1 ASBESTOS REMOVAL ALLOWANCE

Asbestos eradication

Employees engaged in the process of non-friable asbestos eradication (defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos) on the performance of work within the scope of this agreement, must receive an additional **\$2.49 per hour** worked.

Employees who are required to continuously work with friable asbestos, asbestos cement products or on asbestos work which requires an Unrestricted Asbestos Removal Licence and are required to wear personal protective equipment as per the statutory requirements and/or decontaminate using a wet decontamination unit, must receive an additional **\$3.42 per hour** worked.

For the avoidance of doubt, an employee is only entitled to receive one (1) of the allowances set out in this clause S2.1 at any one time. This will be the higher of the applicable allowances.

S2.2 CONSOLIDATED DISABILITY ALLOWANCE

- (a) A Consolidated Disability Allowance will be paid to each employee for each hour actually worked from the first full pay period after the worker has completed 12 continuous weeks with the Company as follows:

Site	\$4.00
Factory	\$3.00

- (b) The allowance prescribed in this clause S2.2 includes compensation for all disabilities associated with the work and any site allowance.
- (c) The Consolidated Disability Allowance prescribed in clause S2.2 will apply from commencement of the agreement.
- (d) The Consolidated Disability Allowance prescribed in clause S2.2 is not subject to overtime or any other penalty loadings and is not payable in respect of any non-working time which includes periods of inclement weather and all forms of paid and unpaid leave.

S2.3 MEAL ALLOWANCE

- (a) An employee required to work overtime for one and a half hours or more after working ordinary hours Monday to Friday will be paid an amount of \$18.51 to meet the cost of a meal. The Company may provide a meal or meals instead of paying such allowance.
- (b) This allowance is not payable when an employee is provided with reasonable board and lodging or receiving a distant work allowance as set out in clause 9.2.

S2.4 LEADING HAND/SENIOR LEADING HAND ALLOWANCE

An employee who is classified as a Tradesperson Level 1, Tradesperson Level 2 or Tradesperson Level 3 and is appointed by the Company to take responsibility for certain work as a leading hand,

including carrying out all documentation associated with the work, will be paid \$2.00 per hour whilst the activity is being carried out. The Company is not bound to appoint a working project leader to any project.

S2.5 TOOLS ALLOWANCE

A tools allowance of \$20.00 per week will be paid to employees, upon successful completion of their probationary period, who satisfy all of the following criteria:

- (a) the employee is a site-based employee and is classified as a Trades Assistant, Tradesperson Level 1, Tradesperson Level 2 or Tradesperson Level 3 or a site based apprentice;
- (b) the employee brings each of the following tools with the employee to site each day:
 - tool bag or tool bucket;
 - nail bag;
 - hammer;
 - tape measure;
 - knife;
 - square;
 - bevel;
 - chalk line;
 - string line;
 - riveters;
 - clamps;
 - snips;
 - pliers;
 - wire cutters;
 - 300mm magnetic level;
 - 600mm, 900mm or 1200mm level;
 - battery impact driver;
 - battery drill
 - battery 5" grinder;
 - battery charger; and
 - a minimum of three batteries.
- (c) The tools allowance will be payable upon commencement of the agreement, for the duration the employee remains eligible as per the above criteria.
- (d) Employees own tools should not be stored onsite where possible loss or theft could occur. Employees are responsible for security of their own tools.
- (e) All tools required for factory employees to carry out their duties will be supplied by the Company.

APPENDIX 1

TRAINING BOND AGREEMENT

I [*Employees Name*] have applied to undertake training of a total value as described herein. In consideration for and as a return of this investment by the Company, I agree to remain employed and render service to the Company faithfully and diligently in accordance with my employment obligations and duties at least for the bonded service period described. I acknowledge and agree that I will pay back any amount owing pursuant to this Training Bond Agreement if I resign or am dismissed by the Employer for unsatisfactory performance or misconduct during the bonded service period using the formula below:

(X divided by Y) multiplied by (V) where:

- X = the number of months service not completed in the Service Period.
- Y = the total number of months agreed to be served (the Service Period) as part of the bond as defined in this Bond Agreement.
- V = the Agreed Bonded Value of the training/development as defined on this Bond Agreement (see below).

I agree that any amounts owed to me by the Company upon my departure including but not limited to salary or outstanding leave entitlements may be deducted from the amount calculated using the formula above and by executing this Bond Agreement irrevocably authorise the Company to make such deduction from amounts owed to me consequent upon termination of my employment as provided in this Bond Agreement. I further acknowledge and agree that the pro rata calculation of any remaining amount or any shortfall remaining after the deductions provided for above are made will be a personal debt due and owing by me to the Company immediately on termination of my employment payable within 28 days of my separation date.

In the event that I default in payment of any amount arising under this Bond Agreement due and owing by me to the Company I acknowledge that the Company may sue for recovery of the amount as a debt and that this Bond Agreement may be pleaded by the Company as evidence of the debt so due and owing by me to the Company in any court of competent jurisdiction. The applicable workplace agreement provides that Bond Agreement once signed is intended to remain in force unless the parties expressly agree in writing to vary or terminate it, and its operation shall not be affected by the termination or variation of any applicable workplace agreement that applied at the time that this Bond Agreement was entered into.

I acknowledge that I have had the opportunity to obtain appropriate independent advice about the effect of this Bond Agreement. This Bond Agreement shall be governed and construed in accordance with the laws of the State of [*State*].

Employee Details	
Employee Name:	Staff Number:
Position Title:	Base/Location:
Training Details	
Description of Training:	
Total Value of Training (AUD\$):	Agreed Bonded Value of Training: A\$
Bonded Service Period: 24 months	Commencement Date of Bond and Service Period:
	Completion of Training Date:
Other Comments / Notes	
Employee Signature:	Manager Signature:
General / Executive Manager Signature:	Payroll Process Signature:
In the above Bond Agreement, the Value "V" will be determined by the following table:	
Training Type	Value
[insert]	\$