

McMAHON SERVICES AUSTRALIA PTY LTD (SCAFFOLDING) ENTERPRISE AGREEMENT 2024

PART 1: APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement will be known as the **McMAHON SERVICES AUSTRALIA PTY LTD (SCAFFOLDING) ENTERPRISE AGREEMENT 2024**

1.2 ARRANGEMENT

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1.3 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.

1.4 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.

1.5 INCIDENCE & PERSONS BOUND

1.5.1 This Agreement is made between **McMAHON SERVICES AUSTRALIA PTY LTD** (the Company) and employees of the Company who are employed in the Company's Scaffolding operational unit and are employed in one of the classifications listed in clause 4.1.1.1. For clarity, this Agreement does not apply to employees covered in any other business unit including, but not limited to, the Events business unit.

1.5.2 The terms of this Agreement are subject to the terms of the *Fair Work Act 2009* ("**Act**").

1.5.3 This agreement describes all of the terms and conditions of employment and replaces any existing agreements (whether registered or not) and any award covering or relating to the employees.

A reference to Company policy in this Agreement, refers to the operational requirements legally open to the Company, which will conform to the Company's statutory and legal obligations. Company policy does not form part of this Agreement.

1.5.4 This agreement will be read and interpreted in conjunction with the National Employment Standards (**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.

1.5.5 To avoid doubt, to the extent a provision of this Agreement authorises the Company to make a deduction from an employee's pay, the Company will only make deductions

under the Agreement in a manner that is consistent with section 324 of the Act and the NES.

1.6 COMMENCEMENT DATE OF AGREEMENT AND DURATION

1.6.1 This Agreement will commence seven (7) days after its approval by the Fair Work Commission and will nominally expire four years from the date of approval by the Fair Work Commission. The Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.

1.7 INDIVIDUAL FLEXIBILITY TERM

1.7.1 The Company and an employee may agree to vary the effect of any of the terms of parts 3 – 9 of this agreement with an individual flexibility agreement. The model flexibility term is incorporated into this agreement to the extent of any inconsistency with this provision.

1.7.2 Nothing in this agreement prevents an employee being engaged under a lawful common law arrangement, whether written or not

PART 2 – COMMUNICATION, CONSULTATION & DISPUTES RESOLUTION

2.1 GRIEVANCE/DISPUTES PROCEDURE

A major objective of this Agreement is to reduce, by a significant and measurable amount, the incidence of lost time and/or production arising out of disputes or grievances. It is agreed that a relationship which is based on a commitment to close consultation and co-operation, and working through effective disputes prevention and settlement procedures, is the most effective way of achieving this objective.

Accordingly, it is agreed that the following procedures will be strictly adhered to at all times:

- 2.1.1 Any grievance or dispute arising out of the implementation or operation of the provisions of this Agreement or the National Employment Standards will in the first instance be referred by the employee(s) concerned or by a duly nominated representative of the employee(s) concerned, to the appropriate supervisor / manager who will endeavour to resolve the issue by consultation and co-operation.
- 2.1.2 Either party has the right to request another person of their choosing to represent them during the dispute resolution process.
- 2.1.3 Work will continue without interruption whilst the employee(s) or the employee(s) representative discusses the dispute with the Company and/or the company's agent and both parties will attempt to reach agreement as quickly as possible.
- 2.1.4 In the event the matter remains unresolved, the parties may agree to seek the assistance of an independent arbitrator who will mediate between disputing parties with the objective of reaching a mutually acceptable settlement.
- 2.1.5 Work will continue without interruption from industrial stoppages, bans and/or limitations.
- 2.1.6 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute will be referred to the Fair Work Commission 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.
- 2.1.7 In dealing with a dispute under this clause, the Fair Work Commission shall initially attempt to settle the dispute by conciliation. If conciliation fails to settle the dispute, the Commission may arbitrate the dispute.

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- 2.1.8 Nothing in this Agreement will limit in any way employees' rights and responsibilities under the common law contract of employment and the *Work Health and Safety Act 2012 (SA)* to decline work in unsafe conditions.

2.2 CONSULTATION

- 2.2.1 The Company will consult with employees about major workplace changes that are likely to have significant effect on them or changes to their regular rosters or ordinary hours of work.
- 2.2.2 An employee may involve a representative who they appoint during consultation if they choose to do so.
- 2.2.3 In consultations about changes to regular rosters or ordinary hours of work, the Company will provide information about the change, invite employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), and consider those views.

PART 3 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

3.1 FULL-TIME EMPLOYMENT

Except as set out in this Agreement, an 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 CASUAL EMPLOYMENT

- 3.2.1 A casual employee has the same meaning as is given to that term in section 15A of the *Fair Work Act 2009 (Cth)*.
- 3.2.2 A casual employee will be engaged for a minimum period of four hours or paid as for four hours work.
- 3.2.3 A person may be employed as a casual employee (as defined) on an ongoing basis.
- 3.2.4 A casual employee for working ordinary time will be paid the appropriate hourly rate calculated in accordance with subclause 4.1.1.1 "Classification/ Rate of Pay" plus a loading of twenty five per cent.
- 3.2.5 The loading prescribed in 3.2.4 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.
- 3.2.6 A casual employee or a person receiving a casual loading as set out in clause 3.2.4 above will not have contributions made to a redundancy fund (if applicable).
- 3.2.7 A casual employee who works in excess of the ordinary hours of the full-time employees on any day will be paid at the appropriate overtime rate prescribed in this Agreement on the casual employee's rate of pay.
- 3.2.8 Any period of casual employment will not count as service for the purposes of calculating an employee's entitlement to redundancy or any leave entitlements (other than long service leave and parental leave).
- 3.2.9 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)*.

3.3 PART-TIME EMPLOYMENT

- 3.3.1 An employee may be employed to work ordinary hours on a part-time basis on any of the days Monday to Friday, and any such arrangement will be agreed by the Company and employee prior to commencement.
- 3.3.2 The actual ordinary hours of part-time work will be less than 38 per week, as arranged or varied as applicable by mutual agreement between the Company and the employee. Hours worked in excess or outside of the part-time employee's mutually agreed hours will be treated as overtime.
- 3.3.3 Part time employees will accrue sick leave and annual leave on a pro rata basis in accordance with the provisions of Clause 6.2 "Annual Leave" and Clause 6.3 "Personal/Carer's Leave and Compassionate Leave" of this Agreement.
- 3.3.4 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.
- 3.3.5 Where a part-time employee is eligible to be enrolled in and have contributions paid into the redundancy fund (if applicable), the Company will pay contributions at the rate of one-fifth of the prescribed weekly rate of contribution for each day worked.

3.4 PROBATIONARY EMPLOYMENT

- 3.4.1 At commencement each new employee (other than a casual employee) will serve a probationary period of six months.
- 3.4.2 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.

3.5 ABANDONMENT OF EMPLOYMENT

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.

3.6 TERMINATION OF EMPLOYMENT

3.6.1 *Full Time or Part-time*

3.6.1.1 Notice of Termination

Either the Company or an employee can terminate their employment (other than casuals) by providing the following written notice:

Employee's period of continuous service with the Company 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 of notice the Company is required to provide 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 Company at the end of the day the notice is given.	

The Company may elect to pay the employee in lieu of notice of at least the amount the Company would have been liable to pay the employee at the full rate of pay for the hours the Company 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.

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.

3.6.2 *Termination – Distant Work*

An employee employed on distant work as prescribed by Clause 7.5 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.

3.6.3 *Summary Dismissal*

The period of notice set in Clause 3.6.1, 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.

3.6.4 *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.

3.7 **NON-DISCRIMINATION**

The parties to this agreement agree that:

- 3.7.1 It is their intention to achieve the principal object in paragraph (3)(e) of the Fair Work Act 2009, which is to respect and solve the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- 3.7.2 Any dispute concerning these provisions and their operation will be progressed initially under the grievance/ dispute resolution procedure in this agreement; and
- 3.7.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory

legislation.

3.8 WORKPLACE HARASSMENT

The parties acknowledge that all people have the right to work in an environment where they feel safe from any form of harassment. To this end, the parties will not condone such behaviour, or work environment that gives rise to such behaviour, and any allegations pertaining to workplace harassment will be taken seriously. Any person(s) found guilty of workplace harassment may have their employment terminated.

3.9 WORK PRACTICES REVIEW

The parties to this Agreement acknowledge that existing work practices and processes are not necessarily the most efficient for the enterprise or rewarding to the employee in terms of job satisfaction. It is therefore agreed that the parties will develop and undertake a program for the revision of work practices as follows:

- 3.9.1 All existing work practices including management practices will be reviewed with the full participation of employees with the objective of practices being adopted which fully utilise skills and experience of employees, and which are efficient and effective.
- 3.9.2 The process of review will have the fullest possible participation of employees, and will be monitored by the Consultative Committee.
- 3.9.3 There will be provision made for such training of employees as is necessary for them to adapt to new practices.

3.10 REDUNDANCY

3.10.1 Definition

Redundancy is provided for in the NES.

3.10.2 Criteria for Termination

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

- The specific skills required to perform the work in hand and for the future, particularly, having regard to reduced number of employees;
- The employee's past performance including efficiency and productivity;
- The employee's attitude to Occupational Health, Safety and Welfare, particularly in regard to the Company's Health and Safety Policy (as amended);
- The employee's attitude to training;
- The employee's co-operation with fellow workers and management.

3.10.3 Redundancy Pay & BIRST

A redundant employee, other than a casual employee (as defined), will receive redundancy/severance payments, in accordance with the NES.

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.

The Company will pay \$70.00 per week into the BIRST scheme for each eligible employee. 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.

3.10.4 *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:

3.10.5 *Deceased Employee*

If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the employee

3.10.6 *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.

3.10.7 *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

3.10.8 *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.

3.11 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, the Company’s policies and procedures and the Company’s Occupational Health, Safety and Welfare Policy (as amended). Company policies do not form part of this Agreement.

3.11.1 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.

3.11.2 Time sheets are the employee’s responsibility and –

3.11.2.1 Must be kept in neat condition and filled out correctly each day;

3.11.2.2 Must be signed each day by either the supervisor or the appropriate leading hand and will be collected on each Monday (or such other day the Company requires) unless the employee is absent on sick leave in which case the employee must notify the Company of the previous week’s details.

3.11.3 All employees must supply and keep updated an inventory of their own tools. Any tools lost or stolen should be reported to the leading hand or supervisor as soon as possible.

3.11.4 The manager or supervisor and leading hands are the Company’s representatives on site and will issue all work-related directions and instructions.

3.11.5 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. The company supports the Construction Industry Drug and Alcohol Policy.

- 3.11.6 When an accident occurs, it must be reported immediately to the manager or leading hand or to the office.
- 3.11.7 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.
- 3.11.8 At the completion of each day's work, employees are required to ensure that the workplace is left in a clean and safe manner.
- 3.11.9 The normal times of work each day are from 7.00am to 3.30pm, with a ten minute crib break between 9.00am and 10.00am and a thirty minute lunch break at 12.00 noon. These times may be varied to suit the requirements of any particular project.
- 3.11.10 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.
- 3.11.11 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.
- 3.11.12 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.
- 3.11.13 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.
- 3.11.14 Employees who attend union meetings during working hours will not be paid for any such time employees are absent from their work-station.
- 3.11.15 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;
 - Smoking is not permitted in Company vehicles.
- 3.11.16 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.

3.11.17 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.

3.11.18 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.

3.11.19 Prior to employment all new potential employees must undergo a complete medical examination which may include drug screening. Employees may also 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.

3.11.20 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.

3.12 STANDING DOWN OF EMPLOYEES

The Company has the right to stand down employees 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.

PART 4 - WAGES AND RELATED MATTERS

4.1 WAGE RATES

4.1.1 In recognition of the productivity improvements which flow from the adoption of the efficiency measures agreed to herein, the following will apply to all persons covered by this Agreement.

4.1.1.1 Classification / Rate of Pay

4.1.1.1.1 Yardhand

The Yardhand rates are as defined in Schedule 1.

Yardhand Workers who in the opinion of the company have adequate previous experience in scaffolding sorting, loading & unloading in a yard or warehouse will be employed at Yardhand rate in accordance with clause 4.1.1.1.2.

Consideration will be given to previous relevant employment references including employee presented working history documentation. Classification is at the sole discretion of the Company.

4.1.1.1.2 Driver/General Hand

The Driver/General hand rates are as defined in Schedule 1. The Driver/General Hand is a person who is appointed as such, and will undertake all general logistic and yard operational duties required.

The Driver/General hand will demonstrate sound performance in the areas of safety and the execution of their duties. They have a good understanding of company documentation, processes and procedures and have completed all required company training.

The Driver/General hand demonstrates behaviours and performance in line with the Company's Mission, Vision and Core Values.

4.1.1.1.3 Labourer

The Labourer rates are as defined in Schedule 1.

The Labourer is an employee who is employed as such. They perform work wholly or predominately on construction sites. Labourers are responsible for the quality of their own work subject to general supervision. They work in a safe manner and exercise discretion within their level of skills and training. This can include but is not limited to basic material handling functions, operating small plant and pneumatic machinery, operating a range of hand tools and oxy welding equipment, and having knowledge of the construction process.

They have a good understanding of company documentation, processes and procedures and have completed all required company training and demonstrates behaviours and performance in line with the Company's Mission, Vision and Core Value.

4.1.1.1.4 Basic Ticketed Scaffolder

The Basic Ticketed Scaffolder rates are as defined in Schedule 1.

The Basic Ticketed Scaffolder has demonstrated over a period of employment the base skills and knowledge to undertake Basic Scaffolding activities at work in accordance with Safe Work Australia's National Standard for Licencing Persons Performing High Risk Work performance in all areas of safety and the execution of their duties. They have a strong understanding of company documentation, process and procedures and are up to date with all required company training. An employee must be appointed as a Basic Ticketed Scaffolder

The Basic Ticketed Scaffolder consistently demonstrates behaviours and performance in line with the Company's Mission, Vision and Core Values

The Company's approval of re-classification will not be unreasonably withheld, however; the re-classification will be subject to the Company's approval, and also to the Company's needs and current workload.

It is understood that Basic Ticketed Scaffolder positions will not automatically transfer to an intermediated Scaffolder position and classifications will be at the discretion of the relevant Executive General Manager.

4.1.1.1.5 Intermediate Scaffolder

An Intermediate Scaffolder is a position allocated by the Company from time to time based on certain criteria (length of service, experience, qualifications) and Project / Company's requirements.

The Intermediate Scaffolder has demonstrated experience in more complex tasks and the ability to lead a small work crew on larger scaffolding projects and over an extended period of employment

exceptional performance in the areas of safety performance and the execution of their duties. They have a thorough understanding of company documentation, process and procedures and are completely up to date with all required company training.

The Intermediate Scaffolder always demonstrates behaviours and performance in line with the Company's Mission, Vision and Core Values.

4.1.1.1.6 Advanced Scaffolder

An Advanced Scaffolder is a position allocated by the Company from time to time based on certain criteria (length of service, experience, qualifications) and Project / Company's requirements.

The Advanced Scaffolder will demonstrate experience and knowledge in more complex and high-risk scaffold erection, such as hung and suspended scaffolds. The Advanced have a thorough understanding of company documentation, process and procedures and are completely up to date with all required company training.

The Advanced Scaffolder always demonstrates behaviours and performance in line with the Company's Mission, Vision and Core Values.

4.1.1.1.7 Yard Leading Hand

To assist the Yard/logistics manager with daily planning and operations of the warehouse deliverables.

The Yard Leading hand always demonstrates behaviours and performance in line with the Company's Mission, Vision and Core Values.

4.1.1.2 Responsibility Allowances

The Responsibility Allowances listed in Schedule 1 are payable when the Company directs an employee to undertake one of the activities listed in the Table. If the employee carries out this activity for four (4) hours or more in any single day, the employee will be entitled to receive the allowance for the duration of the day.

Responsibility Allowances are only applicable to employees who are employed under the category of Intermediate Scaffolder.

4.1.1.3 Supplementary Labour

From time to time, the Company will need to engage labour hire contractors. Whilst the Company may engage labour hire for a variety of reasons, the Company acknowledges that it is not its intention to use labour hire to undermine the terms and conditions of employment of employees under this Agreement.

The use of supplementary labour will be reviewed at regular Consultative Committee meetings and the Company will report the roles and numbers of supplementary labour employed at Consultative Committee meetings.

Nothing in this clause requires, has the effect of requiring, or purports to require or have the effect of requiring; or permits, has the effect of permitting or purports to permit or have the effect of permitting a contravention of Part 3 - 1 of the Fair Work Act 2009 (Cth) (which deals with general protections).

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- 4.1.1.4 The remuneration prescribed in this Agreement does not include any component for a site allowance, nor is a site allowance payable pursuant to this Agreement.

4.2 ASBESTOS REMOVAL ALLOWANCE

4.2.1 Dry Asbestos

Employees who are required to continuously work with friable asbestos or asbestos cement products and are required to wear personal protective equipment as per the statutory requirements, will receive an allowance as defined in Schedule 1 per hour for the time actually spent in wearing this equipment while working on the handling of these products.

4.2.2 Special Conditions

4.2.2.1 The allowance prescribed in subclause 4.2.1 hereof is paid as compensation for the varying conditions associated with asbestos removal.

4.2.2.2 The allowance prescribed in subclause 4.2.1 hereof is not subject to overtime or any other penalty rates and are not payable in respect of any non-working time which includes periods of inclement weather and all forms of paid and unpaid leave.

4.3 CONSOLIDATED DISABILITY ALLOWANCE – DEMOLITION OR ASBESTOS PROJECTS

4.3.1 An employee whilst employed on a demolition or asbestos project which has a value of greater than \$150,000 will be paid a consolidated disability allowance as defined in Schedule 1 per hour whilst employed on such project unless receiving an allowance under clause 4.2.1.

4.3.2 The allowance prescribed in 4.3.1 hereof is paid as compensation for the varying conditions associated with demolition projects.

4.3.3 The allowance prescribed in clause 4.3.1 hereof is not subject to overtime or any other penalty loadings and is not payable in respect of any nonworking time which includes periods of inclement weather and all forms of paid and unpaid leave.

4.4 OVERTIME MEAL ALLOWANCE

4.4.1 An employee required to work overtime for 1.5 hours after working ordinary hours Monday to Friday will be paid an amount as defined in Schedule 1 to meet the cost of a meal. The amount will increase in line with any rises granted by The Building and Construction General On-Site Award 2020. The Company may provide a meal or meals instead of paying such allowance.

4.4.2 This allowance is not payable when an employee is provided with reasonable board and lodging or receiving a distant job allowance.

4.4.3 Notwithstanding clause 4.4.2, overtime Meal Allowance will also apply on forward journey travel days where the combination of the time paid for travelling and actual hours worked on site on that day require an employee to work overtime of 1.5 hours after ordinary hours Monday to Friday.

4.5 FIRST AID ALLOWANCE

An employee who holds a recognised first aid qualification from the Australian Red Cross Society, St John Ambulance Association or similar body and who is appointed by the Company to carry out first aid duties in addition to their normal duties will be paid an allowance as defined in

Schedule 1 per day.

No other allowances apply to employees under this Agreement.

4.6 PAYMENT OF WAGES

Wages will be paid weekly via electronic funds transfer to an account of each employees' choice.

4.7 SUPERANNUATION

4.7.1 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 tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (e.g. first aid, laser safety officer), multi-storey allowance, district/ location allowance, piecework rates, underground allowance, award site allowances, asbestos eradication allowance, leading hand allowances, in charge of plant allowance, supervisory allowances and daily fares allowance where applicable. 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.

4.7.2 The Default Fund

The Company is, and will remain during the life of this Agreement, a participating employer in the Construction and Building Unions Superannuation Scheme (CBUS) and, subject to employees choosing a different superannuation scheme, all employees will be enrolled in CBUS and be entitled to Superannuation benefits in accordance with the terms of CBUS.

4.7.3 Employer Contributions

The level of contributions to be paid into the Fund by the Company on behalf of each employee who does not choose a different superannuation scheme 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.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

5.1 ORDINARY HOURS OF WORK

5.1.1 The ordinary hours of work will be an average of 38 per week to be worked eight (8) hours per day Monday to Friday, inclusive, between the hours of 6.00am and 6.00pm. In the case of a Driver/General Hand, ordinary hours may commence at 5.00am.

5.1.2 Where employees work their normal ordinary hours in less than five days in any one week, redundancy payments (if applicable) will be paid at the normal weekly rate.

5.2 ROSTERED DAYS OFF

5.2.1 The Company will generally observe the established Building and Construction Industry Rostered Days Off. However, where the Company and the employees agree, an alternative day may be substituted for the Industry Rostered Day Off. Such work will be paid for at ordinary rates and the employee(s) involved will be entitled to take their accrued RDO as provided in 5.2.2 below or where the employee(s) requests be paid their accrual in lieu of taking the Rostered Day Off.

5.2.2 An employee who is entitled to an accrued RDO under the provisions of the above will:

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- 5.2.2.1 Take such RDO within three (3) weeks either side of the nominated industry date; or
 - 5.2.2.2 Bank up to a maximum of five (5) RDO's. All "banked" RDO's must be taken within twelve (12) months of the date of their original accrual, as requested by the employee, and at least one week's notice is given of the intention to bank RDO's.
 - 5.2.2.3 The Company will conduct a review of all Banked RDOs on or about 1st December each year. Employees with more than five (5) banked RDO's will be paid out the excess RDO's in the next available pay run at their base rate of pay.
 - 5.2.3 The parties agree during the life of this Agreement to pursue other flexibilities with respect to the Rostered Day Off. Without limiting the flexibilities that may be agreed, where there is emergency response work, shut down work, country work, or weekend / out of hours projects, it is agreed that all RDOs will be taken by agreement between the company and the employee(s) and will not be 'fixed' days.
 - 5.2.4 The rate of pay for RDO's accumulated in accordance with sub-clause 5.2.2 will be the rate applying to the employee immediately prior to taking the accumulated RDO.
 - 5.2.5 On termination an employee will be paid at the employee's then current wage rate for any untaken RDO's then credited to the employee.

5.3 REST PERIOD

A rest period of ten minutes plus five minutes shut down, transfer and wash up time will be allowed, without deduction of pay, between 9.00am and 10.00am. These times may be varied to suit the on-site requirements of any particular project.

5.4 MEAL BREAK

- 5.4.1 Except as provided for in subclause 5.4.2 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 (6) hours after the commencement of work.
- 5.4.2 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 1.30pm.
- 5.4.3 Where it is necessary in accordance with subclause 5.4.2 hereof to alter the time of taking the prescribed meal break and the employee is required to work for more than six (6) hours without a meal break, employees will be paid at the rate of double time for the period worked from six (6) hours after the starting time and the commencement of the prescribed meal break.
- 5.4.4 Where an employee elects to work through the meal break such employee will not be entitled to the penalty rates prescribed in clause 5.4.3.

5.5 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;

- 5.5.1 a crib time of 20 minutes in duration immediately after such ceasing time; and
- 5.5.2 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 in subclause 5.5.1, the employee will be taken to have worked 20 minutes more than the time actually worked and will be paid accordingly.

Where an employee elects not to take the crib time in subclause 5.5.2, 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.

5.6 OVERTIME

5.6.1 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.

5.6.2 Recall to Work

5.6.2.1 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.

5.6.2.2 Clause 5.6.2.1 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.

5.6.3 Employee under 18 years of age

An employee under 18 years of age will not be required to work overtime or shift work unless the employee so desires.

5.6.4 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.

5.6.5 Rest Period after Overtime

5.6.5.1 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 subclause 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.

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- 5.6.5.2 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 hours.
 - 5.6.5.3 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.
 - 5.6.5.4 The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (a) For the purpose of changing shift rosters; or
 - (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (c) Where a shift is worked by arrangement between the employees themselves.

5.7 WEEKEND WORK

5.7.1 Saturday Work

Overtime work on Saturday will be paid for at the rate of time and a half for the first two 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 four hours work or paid for four hours at the appropriate rate.

5.7.2 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 hours work or paid for four hours at the rate of double time.

5.7.3 Rest Period – Saturday or Sunday

An employee working overtime on Saturday or Sunday will be allowed a rest period of ten minutes between 9.00 am and 11.00 am. This rest period to be paid for as though worked.

5.7.4 Crib Time – Saturday or Sunday

- 5.7.4.1 An employee working overtime on a Saturday or working on a Sunday will be allowed a paid crib time of twenty minutes after four 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 30 minute meal period, the time in addition to the paid twenty minutes being without pay.
- 5.7.4.2 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 30 minutes which will be paid at the ordinary rate of pay. This applies in lieu of clauses 5.3 and 5.5.

5.8 SHIFT WORK

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

5.8.1 Definitions

For the purposes of this clause:

Afternoon shift means a shift starting at or after 1.00 pm and before 3.00 pm.

Night shift means a shift starting at or after 3.00 pm and before 4:30am.

Morning shift means a shift starting at or after 4.30 am and before 6.00 am (or 5.00am in the case of a Driver/General Hand).

Early afternoon shift means a shift starting on or after 11.00 am and before 1.00 pm.

5.8.2 Afternoon and night shift allowances

5.8.2.1 Continuous Shifts

An employee employed continuously (inclusive of paid leave and/or public holidays) for five or more Afternoon or Night 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 Morning or 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 employee 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.

5.8.2.2 Broken Shifts

An employee who works less than 38 hours over 5 consecutive Afternoon, Night, Morning or Early afternoon shifts Monday to Friday, will be paid ordinary time plus 50% for the first two hours and double ordinary time rates thereafter.

5.8.3 Shift work ordinary hours

The ordinary hours of morning, early afternoon, 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.

5.8.4 Meal Break

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

5.8.5 Notice of shift work

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

5.8.6 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.

5.8.7 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.

5.8.8 Early starts

Notwithstanding the above, a full-time employee (or a casual who works at least 38 hours in the week), may commence prior to 6am (5am in the case of a Driver/General Hand) on one day each week and that work not be considered shift work. To avoid doubt, hours worked prior to that time would be treated as additional hours.

5.8.9 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).

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

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 ABSENTEEISM & TIMEKEEPING

The parties agree to a target of zero % absenteeism and lateness over the period of this Agreement. The Consultative Committee will monitor problems associated with achieving the target and assist in the resolution of related problems.

6.2 ANNUAL LEAVE

6.2.1 Period of Leave

For each year of service an employee is entitled to:

6.2.1.1 Four (4) weeks of paid annual leave, or

6.2.1.2 Five (5) weeks of paid annual leave, where the employee is a continuous shiftworker (as defined).

A **Continuous shiftworker** for on site workers (ie general hands and scaffolders) 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. For Yard Hands or Drivers/ off site General Hands, a continuous shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

An employee's entitlement to paid annual leave accrues progressively according to the employee's ordinary hours of work, and it accumulates from year to year.

6.2.2 Annual Leave Exclusive of Rostered Days Off

Where an employee's rostered day off falls within an employee's period of annual leave payment of accrued entitlements for such day will be made in addition to the payment for annual leave.

6.2.3 Annual Leave Exclusive of Public Holidays

The period of annual leave prescribed by this clause is exclusive of any public holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there will be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

6.2.4 *Method of Taking Annual Leave*

The Company will generally observe the Building and Construction Industry Christmas Closedown Period, however, due to operational requirements the Company may require employees to work during this period. Where the Industry Christmas Closedown Period has not been observed, employees will be required to take at least one two (2) week period with the balance of the four (4) weeks being taken in any number of periods, each of any number of days, as agreed between the Company and the employee.

It is important for employees to have a rest and on that basis, unless special circumstances exist, annual leave must be taken within twelve (12) months from the date the leave became due.

6.2.5 *Calculation of Service*

Service is calculated in accordance with the Act.

6.2.6 *Annual Closedown*

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

- Take their accrued annual leave for the period of the close down. Where an employee affected by the close down has insufficient accrued annual leave, the employee will:
 - (a) Take annual leave in advance with the agreement of the employer; or
 - (b) Take leave without pay, or
 - (c) Take such other form of leave or paid time off that may be available to the Employee as agreed with the Employer.
- Where the Company decides to closedown 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) months notice to the employees of the intention to close-down.

6.2.7 *Proportionate Leave on Termination*

On termination, an employee will be paid any accrued but unused annual leave, including loading (if applicable).

6.2.8 *Payment for Period of Annual Leave*

6.2.8.1 Each employee before going on leave for a period of one (1) week or more will be paid the wages due by electronic transfer directly into an account of each employee's choice. The amount of wages to be paid will be in respect to the ordinary time the employee would have received had the employee not been on leave during the relevant period.

6.2.8.2 If an employee has accrued more than four weeks annual leave, he/she may elect to cash out any amount of annual leave in excess of four weeks. Any election must be in writing and agreed to by the Company before annual leave will be cashed out.

6.2.9 *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 and the daily fares allowance if applicable. The loading will also apply to proportionate leave on lawful termination.

6.2.10 *Leave Allowed Before Due Date*

The Company may allow an employee to take annual leave prior to the employee's right thereto has accrued. In such circumstances, the qualifying period of further annual leave will not commence until the expiration of twelve (12) months in respect of which the leave so allowed was taken.

6.2.11 Where the Company has allowed an employee to take annual leave in advance, and the employee's services are terminated (by whatsoever cause) prior to accruing sufficient leave, the Company deduct the shortfall from whatever remuneration is payable upon the termination of the employment.

6.2.12 *Cash out of Annual Leave*

Employees have the option, with Company Approval, to cash out some of their annual leave instead of taking such leave. The conditions of cashing out leave are that

- An employees may only cash out two (2) weeks annual leave in each twelve (12) month period.
- The employee must retain a balance of at least four (4) weeks after the cash-out,
- Leave will be cashed out at the rate the employee would have been paid if they had taken the leave, and
- Any request to cash out annual leave must be in writing.

6.3 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

6.3.1 *Entitlement to Paid Personal/Carer's Leave*

6.3.1.1 For each year of service with the Company, an employee, other than a casual employee, is entitled to ten (10) days of paid personal/carers leave. In this clause a day means a day on which an employee would have normally work, and in respect to that day the number of ordinary hours that the employee would have normally worked.

6.3.1.2 An employee's entitlement to paid personal/carers leave accrues progressively according to the employee's ordinary hours of work, and accumulates from year to year.

6.3.1.3 If in accordance with this clause an employee takes a period of paid personal/carers leave, the Company shall pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours that would have normally been worked in the period.

6.3.2 *Taking Paid Personal/Carer's Leave*

6.3.2.1 An employee may take paid personal/carers leave if the leave is taken:

- (a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee, or
- (b) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member; or for an unexpected emergency affecting the member.

For the purposes of this Agreement 'immediate family' shall have 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.

6.3.3 *Employee to Notify Employer of Injury or Illness*

The employee will notify the Company prior to 7.00am on the day of absence, unless special circumstances apply of the employee's inability to attend for duty, and as far as practicable, state the nature of injury or illness and the estimated duration of the absence. Where special circumstances exist for not notifying the Company prior to 7.00am, the employee will notify the Company as soon as practicable.

6.3.4 *Employee taken not to be on Paid Personal/Carer's Leave on Public Holiday*

If the period during which an employee takes paid personal/carers leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carers leave on that public holiday. Where that day would be a day that the employee would normally be at work in ordinary time, that day will be treated as a public holiday.

6.3.5 *Payment for Paid Personal/Carer's Leave*

6.3.5.1 If, in accordance with this clause, an employee takes a period of paid personal/carers leave, the Company shall pay the employee at the employee's ordinary rate of pay for what would have normally been the employee's ordinary hours of work in that period.

6.3.5.2 Paid personal/carers leave cannot be cashed out.

6.3.6 *Entitlement to Unpaid Carer's Leave*

An employee who does not have an entitlement to paid carer's leave is entitled to two (2) days of unpaid carer's leave for each occasion (a **permissible occasion**) when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:

6.3.6.1 A personal illness, or personal injury, affecting the member, or

6.3.6.2 An unexpected emergency affecting the member.

6.3.7 *Taking Unpaid Carer's Leave*

6.3.7.1 An employee may take unpaid carer's leave if the leave is taken to provide care or support as referred to in sub-clause 6.3.2.

6.3.7.2 An employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to two (2) days; or any separate periods to which the employee and the Company agree.

6.3.7.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.

6.3.7.4 The notice and evidence requirements of sub-clause 6.3.3 must be complied with.

6.3.8 *Compassionate Leave (other than for casual Employees)*

An employee is entitled to two (2) days of paid compassionate leave for each occasion

(a **permissible occasion**) when a member of the employee's Immediate Family or a member of the employee's household:

6.3.8.1 Contracts or develops a personal illness that poses a serious threat to his or her life; or

6.3.8.2 Sustains a personal injury that poses a serious threat to his or her life, or

6.3.8.3 Dies, or

6.3.8.4 A child is stillborn, where the child would have been a member of the employee's immediate family or household, or

6.3.8.5 the employee, or the employee's current spouse or de facto partner, has a miscarriage.

6.3.9 *Taking Compassionate Leave*

6.3.9.1 An employee (including a casual Employee) may take compassionate leave if the leave is taken:

(a) To spend time with the member of the employee's Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in this clause, or

(b) After the death of the member of the employee's Immediate Family or household referred to in this clause.

6.3.9.2 An employee may take compassionate leave for a particular permissible occasion as:

(a) A single continuous two (2) day period; or

(b) Two (2) separate periods of one (1) day each, or

(c) Any separate periods agreed with the Company.

6.3.9.3 If the leave is taken upon the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

6.3.10 *Payment for Compassionate Leave (other than for casual Employees)*

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the Company shall pay the employee at the employee's ordinary rate of pay for what would have normally been the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

6.3.11 *Notice and Evidence Requirements*

6.3.11.1 An employee must give the Company notice of the need to take compassionate leave. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started), and must advise the Company of the period, or expected period, of the leave.

6.3.11.2 An employee who has given the Company notice of the taking of compassionate leave must, if required by the employer, produce a doctor's certificate for any absence taken for compassionate leave. An employee will not be required to produce a doctor's certificate for compassionate leave

where the circumstances would make it unreasonable for the employee to do so. In this case the employee must provide the Company with a statutory declaration or other form of reasonable evidence to the satisfaction of the Company that substantiates the reason for the absence.

6.3.12 *Non-Compliance with Evidence and/or Notice Obligations*

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.

6.3.13 *Worker's Compensation*

The employee will not be entitled to such leave of absence for any period in respect of which the employee is entitled to worker's compensation.

6.3.14 *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 medical practitioner 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 doctor's certificate.

Nothing in this sub-clause will limit the Company's rights under clause 6.3.11.

6.3.15 *Broken Service*

If an employee is terminated by the Company and is subsequently re-engaged by the Company within a period of six months then the employee's unclaimed balance of sick leave will continue from the date of re-engagement.

6.3.16 *Unpaid Leave*

Where an employee has exhausted all available personal leave, they are entitled to take up to two days unpaid leave for the purpose of providing care to an immediate family member who is ill. This entitlement also applies to casual employees.

6.3.17 *Time Off in Lieu of Payment for Overtime*

An employee may elect, with the consent of the Company, to take time off in lieu of payment of overtime at a time or times agreed with the Company.

Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.

6.3.18 *Make Up Time*

An employee may elect, with the consent of the Company, to work 'make up time'. 'Make up Time' is where the employee takes time off during ordinary working hours and works those hours at a later time, during the spread of ordinary hours as set out in this Agreement

6.4 PUBLIC HOLIDAYS AND HOLIDAY WORK

6.4.1 Prescribed Holidays

An employee, other than a casual employee is entitled to the public holidays in accordance with the NES.

6.4.2 Payment for Work on Public Holidays

An employee required to work on a public holiday or the day after Good Friday will be paid at the rate of double time and a half.

6.4.3 Minimum Payment

An employee required to work on a public holiday or the day after Good Friday will be paid for a minimum of four (4) hours work at the rate of double time and a half.

6.4.4 Substitution

The Company and an employee may agree to substitute a public holiday for another day.

6.5 LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the Act.

6.6 PARENTAL LEAVE AND RELATED ENTITLEMENTS

Employees are entitled to parental leave in accordance with the Act.

6.7 COMMUNITY SERVICE LEAVE, INCLUDING JURY SERVICE AND VOLUNTARY EMERGENCY ACTIVITY

Employees are entitled to community service leave in accordance with the Act.

PART 7 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

7.1 FARES ALLOWANCE

A daily fares allowance as defined in Schedule 1 will be paid to employees as follows:

7.1.1 Metropolitan Area

When employed on work located within a radius of 50 kilometres radius from the employee's home depot/yard. Where such location falls within a 50km radius of a capital city GPO, the radial area will be taken to be the radial area from the GPO.

7.1.2 Other Radial Areas

When employed on a distant job, as defined in Clause 7.5 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.

7.1.3 Daily Entitlement

7.1.3.1 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.

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- 7.1.3.2 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.
 - 7.1.3.3 The daily fares allowance is not payable for any day upon which the employee does not report for work.

7.2 TRAVELLING OUTSIDE RADIAL AREAS

- 7.2.1 Where an employee travels daily from inside any radial area mentioned in 7. 1.1 or 7.1.2 to a job outside that area, the employee will be paid:
 - 7.2.1.1 The fares allowance prescribed in clause 7.1;
 - 7.2.1.2 In respect of travel from the designated radius to a job and return to that radius:
 - (a) The time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly 'on site' rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;
 - (b) Any expenses necessarily and reasonably incurred in such travel, which will be 57 cents per kilometre where the employee uses the employee's own vehicle.

7.2.2 Residing outside radial areas

An employee employed on such a job whose residence is outside the radial areas prescribed herein will be entitled to the provisions of 7.2.1.1, but not 7.2.1.2.

7.3 PROVISION OF TRANSPORT

- 7.3.1 Subject to paragraphs 7.3.2 and 7.3.3 hereof the allowance prescribed in this Clause except the additional payment prescribed in subclause 7.2, will not be payable on any day on which the Company provides or offers to provide transport free of charge from the employee's home to the employee's place of work and return. Any transport supplied is to be equipped with suitable seating accommodation and is covered when necessary so as to be weatherproof.
- 7.3.2 The relevant fares allowance prescribed in this Clause will not be payable in respect of any day on which the Company provides a vehicle free of charge to the employee and pursuant to the employee's contract of employment the employee is required by the Company to drive such vehicle from the employee's home to the employee's place of work and return.
- 7.3.3 The time spent by an employee travelling from the employee's home to the place of work and return outside ordinary hours will not be regarded as time worked for any purpose of this Agreement and no travelling time payment will be made in respect thereof except to the extent provided in and in accordance with clauses 5.6 "Overtime", 7.2 "Travelling outside radial areas" and 7.5 "Distant work" of this Agreement.

7.4 TRANSFER DURING WORKING HOURS

- 7.4.1 As required by the Company employees will start and cease work on the job at the required commencing and finishing times within which ordinary hours may be worked and will transfer from site to site as directed by the Company.
- 7.4.2 An employee or employees transferred from one site to another site during working hours will be paid for the time occupied in travelling and, unless transported by the

Company, will be required to use their own vehicle to effect such a transfer.

7.4.3 An employee or employees who use their own vehicle to transfer from one job to another job will be paid an allowance at the rate of 95 cents per kilometre.

7.5 DISTANT WORK

7.5.1 Qualification

An employee will be entitled to the provisions of this clause when employed on a job or construction work at such a distance from the employee's usual place of residence that it is unreasonable for the employee to return to that place each night under the following conditions:

7.5.1.1 The employee is not in receipt of relocation benefits through Centrelink;

7.5.1.2 The employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and

7.5.1.3 The employee on being requested by the Company informs the Company, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.

Subject to Clause 7.5.2 of this agreement, an employee is regarded as bound by the statement of the employee's address and no entitlement will exist if unknowingly to the Company the employee wilfully and without duress made a false statement in relation to the above.

7.5.2 Employee's Address

7.5.2.1 The Company will require and the applicant will provide the Company with the following information, in writing, at the time of engagement:

- The address of the place of residence at the time of application; and
- The address of the separately maintained residence, if applicable.

The Company will not exercise any influence, for the purpose of avoiding its obligations under the agreement, in persuading the prospective employee to insert a false address.

7.5.2.2 A subsequent change of address will not entitle an employee to the provisions of this clause unless the Company agrees.

7.5.2.3 Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by the Company as proof of the employee's usual place of residence.

7.5.2.4 The address of the employee's usual place of residence and not the place of engagement will determine the application of this clause.

7.5.3 Entitlement

Where an employee qualifies for the payment of allowances whilst travelling away for work, the Company will, for every night spent away from home:

7.5.3.1 Provide the employee with reasonable accommodation and;

7.5.3.2 Provide the employee with a Travelling Food Allowance of \$85.00 per night spent away to provide for meals and incidental costs whilst travelling away for work.

In the event that meals are paid for by the Company, the employee will be paid an incidentals allowance of \$25.00 per day in lieu of the \$85.00 Travelling Food Allowance.

Payment will not be made on days when travelling home or any unauthorised leave of absence.

The Company may enter into an alternative arrangement agreed to by the Company and employees. Such agreement will be in writing.

7.5.4 *Travelling Expenses*

An employee who is sent by the Company or selected or engaged by the Company or agent to go to a job which qualifies the employee to the provision of this clause, will not be entitled to any of the allowances prescribed by Clause 7.1 of this agreement for the period occupied in the travelling from the employee's usual place of residence to the distant job, but in lieu thereof shall be paid:

7.5.4.1 Forward Journey

- For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- For the amount of a fare on the most common method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary, which may require a first-class rail fare), and any excess payment due to transporting the employee's tools if such is incurred.

The Company 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 forthwith return to the place of engagement.

7.5.4.2 Return Journey

- An employee will for the return journey, receive the same time, fares and meal payments as provided in Clause 7.5.4.1 above,
- The above return journey payments will not be paid if the employee terminates or discontinues employment within two months of commencing on the job, or if the employee is dismissed for the incompetence within one working week of commencing on the job, or is dismissed for misconduct

7.5.4.3 Departure Point

For the purposes of this clause, travelling time will be calculated as the time taken for the journey from the central point or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

7.5.5 *Daily Fares Allowance*

An employee engaged on a job which qualifies the employee to the provisions of this clause and who is required to reside elsewhere than on the site will be paid the allowance prescribed by Clause 7.1 of this agreement.

7.5.7 *Rest and Recreation*

7.5.7.1 Rail Or Road Travel

An employee who proceeds to a job which qualifies the employee to the provisions of this clause, may, after two months continuous service thereon and thereafter at three monthly periods of continuous service thereon return to the employee's place of residence at the weekend.

Where the employee returns to the employee's place of residence, payment of the amount of a bus or second class return rail fare to the bus or railway station nearest the employee's place of residence will be made on the pay day which immediately follows the date on which the employee returns to the job.

Where a delay not agreed to by the Company takes place in connection with the employee's commencement of work following the weekend, payment of the appropriate fare will not be made.

Where the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months as set out in this subclause, then the provisions of this subclause will not be applicable.

7.5.7.2 Air Travel

Despite any other provisions contained in subclause 7.5.7.1 and in lieu of such provisions, the following conditions will apply to an employee who qualifies under Clause 7.5.1 and where such construction work is located in any area to which air transport is the only practicable means of travel, an employee may return home after four months continuous service and will in such circumstances be entitled to two days leave with pay in addition to the weekend.

Thereafter the employee may return to the usual place of residence after each further period of four months continuous service and in each case the employee will be entitled to two days leave of which one day will be paid leave.

Payment for leave and reimbursement for any economy air fare paid by the employee will be made at the completion of the first pay period commencing after the date of return to the job.

Where the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of four months as set out in this subclause, then the provisions of this subclause will not be applicable.

7.5.7.3 Limitation Of Entitlement

An employee will be entitled to either subclause 7.5.7.1 or 7.5.7.2 of this agreement and such option will be established by agreement as soon as practicable after commencing on distant work. The entitlement will be availed of as soon as reasonably practical after it becomes due and will lapse after a period of two months. Where the employee has been notified in writing by the Company in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later.

7.5.7.4 Service Requirements

For the purpose of this subclause service will be deemed to be continuous despite an employee's absence from work as prescribed in this clause or as prescribed in subclause 6.2.5 of this agreement.

7.5.7.5 Variable Return Home

In special circumstances, and by agreement with the Company, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlement.

7.5.7.6 Non-payment In Lieu

Payment of fares and leave with pay as provided for in this subclause will not be made unless availed of by the employee.

PART 8 - TRAINING AND RELATED MATTERS

8.1 COMMITMENT TO TRAINING

The parties to this Agreement 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 parties 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.

8.2 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:

- 8.2.1 Training provided will be consistent with the Company's business requirements, relevant to the work of the employees and consistent with the skills development of each employee.
- 8.2.2 Training may be taken either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.
- 8.2.3 If an approved training activity is undertaken during ordinary working hours, the employee/s concerned will not suffer any loss of pay in respect to ordinary hours of work.
- 8.2.4 Approved training activities undertaken outside of ordinary hours will be paid at single time or will, at the employees option, be taken as time off in lieu of payment. The scheduling of the time off must be consistent with the needs of the business and be approved by the Company.
- 8.2.5 Training costs of courses approved by the Company will be met by the Company.
- 8.2.6 The Company will not be asked to meet the costs of training undertaken by employees which was not approved by the Company.
- 8.2.7 New employees will attend at least two company approved training courses.

PART 9 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE MATTERS, EQUIPMENT, TOOLS AND AMENITIES

9.1 HEALTH & SAFETY

The parties to this Agreement 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:

- 9.1.1 It is the Company's obligation to provide a safe and healthy workplace;
- 9.1.2 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;
- 9.1.3 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.
- 9.1.4 *Uniforms and Personal Protective Equipment (PPE)* and any other necessary safety equipment will be provided by the Company in accordance with the Company Standard HSS 07 (or as varied). This equipment must be worn and/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.
- 9.1.5 It is strictly against the rules of the workplace to interfere with, or make inoperative, any safety equipment or guards;
- 9.1.6 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.
- 9.1.7 Any damage to safety plant or equipment must be reported to the appropriate supervisor or manager as soon as possible.
- 9.1.8 All requirements of the Work Health and Safety Act 2012 will apply to work covered by this Agreement.
- 9.1.9 The requirements of **McMAHON SERVICES AUSTRALIA PTY LTD** *Work, Health and Safety Policies* (as amended) will be observed at all times.

9.2 INCLEMENT WEATHER

9.2.1 *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.

9.2.2 *Conference requirement and procedure*

9.2.2.1 The 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.

9.2.2.2 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.

9.2.3 *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.

9.2.4 *Entitlement to payment*

An employee will be entitled to payment by the company for ordinary time lost through inclement weather for up to 32 hours in every period of four weeks. For the purpose of this subclause the following conditions will apply.

9.2.4.1 The first period is deemed to have commenced on the first Monday after 28 December 2009 and subsequent periods have commenced at four weekly periods thereafter.

9.2.4.2 An employee will be credited with 32 hours at the commencement of each four-weekly period.

9.2.4.3 The number of hours at the credit of any employee at any time will not exceed 32 hours.

9.2.4.4 If an employee commences employment during a four-weekly period the employee will be credited 32 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; sixteen hours where the employee commences on any working day within the third week; and eight hours where the employee commences on any working day within the fourth week.

9.2.4.5 No employee will be entitled to receive more than 32 hours inclement weather payment in any period of four weeks.

9.2.4.6 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.

9.2.4.7 Payment under this clause will be weekly.

9.2.4.8 *Part-time Employment*

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 employee's proportionate employment will be as follows:

$$32 \times \frac{\text{number of hours agreed to be worked during the four week period}}{152}$$

9.2.5 *Transfers*

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, or another site, which is not affected by inclement weather subject to the following:

9.2.5.1 No employee will be transferred to an area not affected by inclement weather unless there is work available.

9.2.5.2 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.

- 9.2.5.3 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.

9.2.6 *Completion of concrete pours and emergency work*

- 9.2.6.1 Except as provided in this subclause an employee will not work or be required to work in the rain.

- 9.2.6.2 Employees will not be required to start a concrete pour in inclement weather.

- 9.2.6.3 Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and 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.

- 9.2.6.4 If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.

- 9.2.6.5 The provisions of 9.2.6.3 and 9.2.6.4 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.

9.2.7 *Cessation and resumption of work*

- 9.2.7.1 At the time employees cease work due to inclement weather the company or the company's representative on site and the employees' representative will agree and note the time of cessation of work.

- 9.2.7.2 After the period of inclement weather has clearly ended the employees will resume work and the time will be similarly agreed and noted.

- 9.2.7.3 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 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.

9.2.8 *Additional wet / hot weather procedure*

- 9.2.8.1 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.

9.2.9 *Rain at starting time*

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.

9.2.10 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.

9.2.11 *Hot weather*

9.2.11.1 Location

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

9.2.11.2 Approach

Where hot weather conditions are forecast the company will endeavour where practicable 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 9.2.2 of this agreement.

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

9.2.11.3 Application

For the purpose of determining the temperature there will be three defined working zones within the thirty 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, Kent Town 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 respective 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 9.2.5.

Concrete pours and emergency work will be treated in the same manner as set out in clause 9.2.6.

9.2.11.4 Working in Cooler Areas

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

9.2.11.5 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 or emergency work in which case double time will be applicable calculated to the next half hour.

9.2.11.6 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 9.2.8.1.

9.2.11.7 Temperature Reaching 37°C

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

Employees 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 will continue working.

Employees working in other than air-conditioned areas where the temperature is less than 37°C 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.

9.2.12 *Disability or Other Allowances*

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

PART 10 - AGREEMENT OF COMPLIANCE

10.1 NO FURTHER CLAIMS

The employees party to this Agreement undertake to not pursue any further claims as to wage increases, or improvements to conditions of employment, during the life of this Agreement.

PART 11 - ENDORSEMENT OF THE AGREEMENT

11.1 SIGNATORIES TO THE AGREEMENT

11.1.1 The signatures below testify that the Agreement has been ratified by an

authorised officer of the Company.

Signed for and on behalf of
MCMAHON SERVICES AUSTRALIA PTY LTD

Signature: Ian M Miller
Name: IAN M MILLER
Address: 26 DUNCAN RD
DRY CREEK SA 5094
Authority to sign: MANAGER - SCAFFOLDING
Witness: SCOTT THORNTON ST
Date: 10.9.24

11.1.2 The signatures below testify that the employees of **McMAHON SERVICES AUSTRALIA PTY LTD** have been properly briefed and consulted, have an understanding of, have had input into and agree with the terms of this Agreement.

Signed for and on behalf of
EMPLOYEES

Signature: E Amadio
Name: ERNEST AMADIO
Address: 26 DUNCAN RD
DRY CREEK SA 5094
Authority to sign: DRIVER/GENERAL HAND (EMPLOYEE)
Witness: DANISH TANVEER DT
Date: 10-9-24

Schedule 1 – Wage Rates 2024– 2027

Classification	Upon commencement of the agreement	12 months after commencement	24 months after commencement	36 months after commencement
Yard Hand <i>(as defined in Clause 4.1.1.1.1)</i>	\$ 29.32	\$ 30.49	\$ 31.71	\$ 32.66
Driver/General Hand <i>(as defined in Clause 4.1.1.1.2)</i>	\$ 33.55	\$ 34.89	\$ 36.29	\$ 37.38
Labourer <i>(as defined in Clause 4.1.1.1.3)</i>	\$ 29.32	\$ 30.49	\$ 31.71	\$ 32.66
Basic Ticketed Scaffolder <i>(as defined in Clause 4.1.1.1.4)</i>	\$ 33.71	\$ 35.06	\$ 36.46	\$ 37.55
Intermediate Scaffolder <i>(as defined in Clause 4.1.1.1.5)</i>	\$ 35.19	\$ 36.60	\$ 38.06	\$ 39.21
Advanced Scaffolder <i>(as defined in Clause 4.1.1.1.6)</i>	\$ 36.46	\$ 37.92	\$ 39.44	\$ 40.62
Yard Leading Hand <i>(as defined in Clause 4.1.1.1.7)</i>	\$ 33.71	\$ 35.06	\$ 36.46	\$ 37.55

Responsibility Allowances , as defined in Clause 4.1.1.2.	
Activity	Rate (\$)
<p>Working Project Leader (Leading Hand)</p> <p>An employee who is appointed by the Company to take responsibility for certain work including carrying out all documentation associated with the work but who is not a Yard Leading Hand.</p> <p>The Company is not bound to appoint a working project leader to any project.</p>	\$2.25 per hour whilst the activity is being carried out

Notes:

- Responsibility Allowances listed in Schedule 1 are payable when the Company directs an employee to undertake one of the activities listed in the Table. If the employee carries out this activity for four (4) hours or more in any single day, the employee will be entitled to receive the allowance for the duration of the day.
- To avoid doubt an employee is only entitled to receive one (1) of these allowances at any one time. This will be the higher of the allowances.
- Penalty rates apply to these allowances. However; except for employees appointed by the

Company on a continuous basis, these allowances are only payable for time worked.

Task Allowances , as defined in Clauses 4.2 and 4.3	
Dry Asbestos, as defined in Clause 4.2	\$2.49 per hour whilst the activity is being carried out
Consolidated Disability Allowance (CDA), as defined in Clause 4.3	\$1.63 per hour whilst the activity is being carried out

Notes:

1. The Task Allowances listed above are paid in addition to Responsibility Allowances where applicable.
2. The Task Allowances are paid only when performing the task and not otherwise. They are not subject to penalty rates or premiums, and not paid during any non-working time.
3. To avoid doubt, an employee is only entitled to receive one (1) of these allowances at any one time. This will be the higher of the allowance.

General Allowances	
Overtime Meal Allowance, as defined in Clause 4.4	\$18.51 per day
First Aid Allowance, as defined in Clause 4.5	\$ 3.58 per day
Fares Allowance, as defined in Clause 7.1	\$28.62 per day
Travelling Meals Allowance, as defined in Clause 7.5	\$85.00 per day
Incidentals Allowance, as defined in Clause 7.5	\$25.00 per day

Schedule 1 Notes:

1. The wage and allowances, including increases, are to be the only increases allowable during the period of the Agreement, and any wage or other increases arising, whether by decision of the Fair Work Commission or otherwise, will not apply to the wage rates of employees employed under this Agreement.
2. All employees who are employed at the time of this Agreement being ratified shall not have a reduction in their category and/or base rate of pay for the term of the Agreement.