



**AMWU & SHADBOLT
GROUP PTY LTD METAL &
ENGINEERING ON-SITE
CONSTRUCTION
AGREEMENT 2024 - 2027**

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APPLICATION AND OPERATION

1.0 Title

This agreement shall be known as AMWU & Shadbolt Group Pty Ltd Metal & Engineering On-Site Construction Agreement 2023 - 2027 or herein, as “**Agreement**”.

2.0 Application and Incidence of Agreement

This Agreement shall apply to employees of Shadbolt Group Pty Ltd (ABN 37 603 737 935) (“Employees”) engaged in on-site work covered by the *Building and Construction General On-site Award 2020* and engaged in the classifications set out in this Agreement.

Classification levels for Employees engaged under this Agreement shall be read in accordance with the Award unless specifically amended by the terms of this Agreement. Classification levels, relativities and pay rates and other details are contained in Appendix C.

This Agreement only applies to on-site work done in Queensland or Northern Territory and to on-site work temporarily done outside Queensland or Northern Territory by Employees who are based in Queensland or Northern Territory, except where employees are covered by a subsequent Greenfields agreement made under s.182(3) of the *Fair Work Act 2009* (Cth) and approved by the Fair Work Commission.

3.0 Parties to the Agreement

The parties to the Agreement are:

- i. Shadbolt Group Pty Ltd (ABN 37 603 737 935) of Suite 2.9, 371 Macarthur Avenue, Hamilton, QLD (“Employer”);
- ii. All employees whether members or not of the Union listed in this clause and who are engaged in the classifications contained in Appendix C of this Agreement.
- iii. The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union; (“Union”).

4.0 Duration of Agreement

The Agreement commences 7 days after its approval by the Fair Work Commission and it will continue in force until varied, terminated or replaced by agreement by all parties to this Agreement.

The nominal expiry date of this Agreement is 30 June 2027.

5.0 Relationship to Award and the National Employment Standards (NES)

5.1 Relationship to Award

The provisions of the *Building and Construction General On-site Award 2020* (“the Award”), as varied, are incorporated into and form part of this Agreement.

Variations to the Award made after the commencement of the Agreement will only apply if they are beneficial to the employees covered by the Agreement.

The incorporated Award terms will be read and applied as terms as this Agreement. This means, for example, loading and penalties in the Award will apply the Agreement's pay rates without any offsetting.

Where there is any inconsistency between an express provision or provisions of this Agreement and an Award term or a conflict between two terms of this Agreement, the higher wage outcome or other outcome more favorable to the Employee will apply.

This clause does not operate to incorporate any term of the Award that is unlawful or not permitted for the purposes of the *Fair Work Act 2009* ("Act").

The Award can be found here: <https://awardviewer.fwo.gov.au/award/show/MA000020>

5.2 Relationship to NES

This Agreement incorporates and operates in conjunction with the National Employment Standards (NES), subject to the Act. Where this Agreement is more beneficial in a particular respect to an employee then this Agreement shall prevail to the extent of the inconsistency. Where the NES is more beneficial in a particular respect to an employee, the NES shall prevail to the extent of the inconsistency.

The incorporated NES terms will be read and applied as terms as this Agreement. This means, for example, NES provisions will apply to the Agreement's rates without any offsetting.

6.0 No extra claims

The parties agree that they will not, for the duration of this Agreement, pursue any extra claims in relation to any matters whether contained in this Agreement or not.

ARRANGEMENT OF WORK

7.0 Hours of work and Rostered days off

7.1 The 36 hour week

The ordinary hours of work are 36 hours per week.

The hourly rate for all purposes of this Agreement is to be computed by dividing an employee's ordinary weekly wage rate by 36.

7.2 Rostered days off

Twenty-six paid rostered days off ("RDO") shall be accrued by an employee in each 12 months' service (or pro rata thereof) and shall be taken in accordance with this clause and the industry calendar.

The Employer may, with the consent of the Union, allocate work to be done on any scheduled RDO provided that;

- i. Such work shall be paid for at double time.
- ii. The untaken RDO will be re-scheduled to another day falling within 4 weeks of the original scheduled RDO or as agreed with the union.

- iii. The re-scheduled RDO may be taken on a day or days adjacent to a weekend, or in conjunction with annual leave.
- iv. The employer shall provide at least 48 hours notice of the requirement to work, where practicable, and must be approved by the Union prior to any work being performed.
- v. An employee who declines a request to work on an RDO shall not be disadvantaged.
- vi. Details of untaken RDOs shall be entered on to each employee's employment records.

7.3 Work Cycles

Ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards an RDO on the tenth day.

Any paid leave and public holidays prescribed by this Agreement which would otherwise be an ordinary working day count for the accrual of RDOs.

Upon commencement of employment, employees who have not worked a complete 10 day/2 week cycle shall receive pro rata accrual entitlements for their first RDO or group of RDOs falling after their commencement of employment. -

Upon termination of employment an adjustment will be made to ensure that the full RDO accrual entitlement and no more has been provided. This means the employees then having received more RDOs than they are entitled to will have the relevant amount removed from final termination payments and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

7.4 Leisure time protected

It is not the intention of the parties to this Agreement that excessive overtime will be worked. To that end, an agreed limit of 56 hours per week shall be observed. Request for additional overtime will be considered but not undertaken unless agreement has been reached between all the parties to this Agreement.

8.0 Rest and meal breaks

One 10 minute paid morning rest break and a 30 minute unpaid lunch break will be scheduled within ordinary daily hours. The lunch break must be taken no later than 6 hours after work starts.

If the total worked hours for the day are 10 hours or more there will be an additional 20 minute rest break paid at ordinary rates to be taken at the end of ordinary daily hours, and prior to the commencement of overtime. However, an employee may elect to take a payment in lieu of stopping work for this break in which case the employee will be regarded as having worked a further 20 minutes, and he or she must be paid accordingly.

9.0 Overtime

Except as varied by the Agreement, overtime will be worked in accordance with the provisions of the Award.

All overtime worked shall be paid at double time.

9.1 Saturdays, Sundays and Public Holiday

All overtime worked on a Saturday or Sunday will be paid for at the rate of double ordinary time rates. Employees required to work on a Saturday will be afforded a minimum 4 hours work or be paid as if 4 hours was worked, provided that when a site is restrained (by council restriction) from commencing work before 9:00 am on a Saturday, all overtime will be paid for at the rate of double time of the all purpose rates, and a minimum of 4 hours work must be paid.

To be entitled to payment for the 4-hour minimum, employees must remain on site for that period and be available for normal work.

Overtime worked on a **Sunday** must be paid for at the rate of double time of the all-purpose rates. Overtime worked on a **Public Holiday** must be paid for at the rate of double time and one half of the all-purpose rates.

Where it is agreed to work lockdown weekends a payment of triple time of the all-purpose rate will be paid.

9.2 Rest breaks on Saturdays, Sundays and Public Holidays

An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30-minute combined rest period/meal/crib break after four hours work, such time to be paid at double time, with a further 20-minute crib break to be paid at double time if the overtime continues past 8 hours worked.

In the case of overtime work being cancelled by the company at the end of the 4-hour minimum or any time thereafter, employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest period if not already taken.

If work proceeds beyond the 4-hour minimum then employees will be paid for all time so worked.

9.3 Payment

The 30-minute combined rest period/crib break and all subsequent crib breaks must be paid as if time worked at the appropriate rate.

9.4 Rest period after overtime

If it is necessary to work extended overtime, an employee may take 10 consecutive hours off duty between the end of the overtime and the start of the employee's ordinary work on the next day or shift without loss of pay.

In the event that an employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the employee shall be paid at double the all purpose rate until the employee is released from duty for such period.

9.5 Offer and acceptance of weekend overtime

The Employer must make offers of weekend overtime prior to the normal meal break on Thursdays. However, if due to extraordinary circumstances, the Employer is unable to give such notice, or the Employer is unable to proceed with the overtime, the Employer may offer or cancel the overtime by notifying affected employees before the end of ordinary hours on Thursday. Where the Employer fails to comply with this term, the employee will receive the overtime payment that had been requested.

Employees who accept an offer of weekend overtime are obliged to attend for work. However, if due to extraordinary circumstances an employee is unable to attend site, he or she must notify the Employer before the planned finishing time for work on Friday.

9.6 Leisure time protected- the 56 hour cap

Excessive overtime must not be worked. More than 56 hours of work from Monday to Saturday is considered excessive overtime. This limitation is referred to as the “56-hour cap”.

Work exceeding the 56-hour cap may be carried out where:

- i. necessary by crane crews, peggies, first aiders, hoist drivers, concrete finishers, and site security personnel;
- ii. time is lost on a project due to any reason including inclement weather; or
- iii. there is agreement of the parties to this Agreement.

The Employer may arrange daily hours within the 56-hour cap.

Nothing in this provision implies:

- i. that payment for 56 hours is guaranteed; or
- ii. the right of the Employer to schedule a program of hours within the 56-hour cap is diminished.

9.7 Refusal of overtime

An employee may refuse to work overtime in circumstances where the working of the overtime would result in the employee working hours that are unreasonable having regard to:

- i. risks to employee's health and safety;
- ii. the employee's personal circumstances, including his or her family responsibilities;
- iii. the needs of the workplace or enterprise;
- iv. the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
- v. any other relevant matter.

9.8 Work on Fridays

The parties will endeavor to ensure that wherever possible normal productive work ceases at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the parties will ensure that a sensible approach to this restriction is maintained. This means work may continue if it is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed. Other circumstances where work may continue past the finish of ordinary hours on Fridays include the following:

- i. to recover time lost due to excessive periods of inclement weather;
- ii. matters not the fault of the employer which have led to the project being delayed or behind schedule;
- iii. the requirement to meet the principal's work program; and

- iv. unexpected delays in the project due to scheduling of other works or supply of materials.

9.9 Meal allowance

Subject to the eligibility requirements of the Award, an employee required to work overtime for one and one half hours or more after working ordinary hours Monday to Friday and for every four hours worked at the end of the ordinary hours must be paid by the employer the amount listed below to meet the cost of a meal. The allowance shall be increased during the life of this Agreement as follows:

From the first pay period commencing on or after 1 July 2023	\$20.34
From the first pay period commencing on or after 1 July 2024	\$21.36
From the first pay period commencing on or after 1 July 2025	\$22.42
From the first pay period commencing on or after 1 July 2026	\$23.54
From the first pay period commencing on or after 1 July 2027	\$24.72

Where an employee has worked on the weekend, for every four hours completed an employee will receive a meal allowance.

10.0 Shift work

Afternoon and nightshift shall be performed in accordance with the Incorporated Award Terms. During such period, engagement or cycle, the shift worker shall receive 100% more than his or her all purpose rate of pay as set out in this Agreement including all allowances and loadings. All other allowances shall be paid in accordance with this Agreement.

11.0 Inclement weather

This clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather shall be made.

The purpose of this clause is to set out the procedures and processes which apply for the suspension of work in areas exposed to inclement weather as defined, and prescribes the conditions regulating payment of ordinary time wages for employees who cannot be re-assigned to work out of the inclement weather.

11.1 Definition of inclement weather

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

11.2 Restriction of payment

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

The entitlement to payment for time lost due to inclement weather is an entitlement limited to ordinary time lost and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject

to the provisions of this Agreement concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Agreement shall apply.

All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by the management and workers.

Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate Agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.

Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

Prior to any employee leaving the site due to inclement weather, consultation shall take place between the employee or his or her representatives and site management where practicable. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved employees will be denied an entitlement to payment as per this clause.

11.3 Dewatering

Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the occupational health and safety laws and legislation, employees shall assist in "dewatering" their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with employees so engaged being paid at penalty rates as is the case for safety rectification work. When other employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

To avoid any confusion any dewatering time which prevents an employee from being engaged in his or her normal productive work is not included in any calculation for the purposes of determining whether an employee is entitled to go home due to wet weather. Further, it does not affect an employee's entitlement to payment in clause 25.11, below.

11.4 High winds

The occurrence of high winds, whilst constituting inclement weather affecting some work processes, does not give rise to an entitlement for any employee whose work is suspended to leave the site and be paid. Payment will not be made for time so lost. The provisions of 25.5 and 25.6 do not apply to the time any work is suspended due to the effects of high wind.

11.5 Conference requirement and procedure

The Employer, or the Employer's representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 60 minutes) for the purpose of determining whether or not weather conditions are inclement. Weather shall not be regarded as inclement unless consultation takes place at such conference. Provided that if the Employer or the Employer's representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

11.6 Cessation and resumption of work

At the time employees cease work due to inclement weather the Employer or the Employer's representative on site and the employee's representative shall agree and note the time of cessation of work.

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

11.7 Hot weather guidelines

Under this Agreement when air temperature reaches:

- i. 35°C; or
- ii. In southeast Queensland, 29°C and 75% humidity or more after three hours from commencement of each trades shift, it shall constitute inclement weather (Extreme Hot Weather)

This definition will be subject to review in other regions. This clause must be incorporated in the Employer's OHS Procedures for all applicable Projects.

Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

11.8 Working arrangements

When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the program and/or workload prior to the Extreme Hot Weather, which may include:

- i. rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day
- ii. reducing the time spent doing hot tasks (for example, by job rotation)
- iii. arranging for more workers to do the job
- iv. providing extra rest breaks in a cool area
- v. providing cool drinking water and ice (machines) near the work site
- vi. increasing air movement by fans or coolers
- vii. installing shade cloth to reduce radiant heat from the sun
- viii. consideration must be given to working an eight-hour day

Once the temperature reaches extreme levels, as defined above, the following process will be followed:

- i. Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload as described above.
- ii. where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload as described above.

If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available.

Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking work of an imminent risk to their health or safety.

Extreme Hot Weather shall be measured on site by a temperature gauge compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb in Globe Temperature index mode will not be used. Wet bulb thermometers will be used in temperature mode and then humidity mode separately and combined will be an acceptable method of measuring extreme hot weather. It is the responsibility of the PCBU to implement these guidelines.

The PCBU shall supply a Wet Bulb Thermometer for each job and depot on request.

11.9 Shift Workers

All shift workers (i.e. workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a maximum of 2 hours, holding themselves available to commence work should the temperature fall below 35°C.

11.10 Entitlement to payment

An employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather for up to 40 hours in every calendar month. For the purpose of this clause the following conditions shall apply:

- i. If an employee commences employment during a calendar month the employee shall be entitled to payment of up to 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; 16 hours where the employee commences on any working day within the third week; and 8 hours where the employee commences on any working day within the fourth week.
- ii. No employee shall be entitled to receive more than 40 hours inclement weather payment in any calendar month.
- iii. Payment under this clause shall be weekly.
- iv. Provided further and subject to paragraph (d) hereof, an employee working on a part-time basis shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the calendar month.

11.11 Transfers

Employees may 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:

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

- ii. 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.
- iii. Employees may be transferred from one site to another site and the employer shall provide, where necessary, transport.

11.12 Completion of concrete pours and emergency work

An employee shall not work or be required to work in the rain, except in the case of completing concrete pours or where agreed, emergency work.

In the event of rain the employee shall be provided with adequate wet weather clothing and shall be paid whilst working in rain at the rate of double their ordinary rate of pay.

11.13 Safety

Where an employee is prevented from working at the employee's particular function as a result of unsafe conditions caused by the inclement weather, the employee may be transferred to other work in the employee's classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the employee shall remain on site. The employee shall be paid for such time without reduction of the employee's inclement weather entitlement.

11.14 Remaining on site in wet weather

Where employees are prevented from working because it is raining:

- i. for more than an accumulated total of four hours of ordinary time in any one day; or
- ii. after the meal break, as provided for in the Incorporated Award Terms, for more than an accumulated total of 50% of the normal afternoon work time; or
- iii. during the final 2 hours of the normal work day for more than an accumulated total of one hour
- iv. the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances. Provided that where, by agreement between the employer and/or the employer's representative and the employees or their chosen representative the employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

11.15 Rain at starting time

Where 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 shall not be required to go to work in a dry area or to be transferred to another site unless:

- i. the rain stops;
- ii. a covered walkway has been provided;
- iii. the sheds are under cover and the employees can get to the dry area without going through the rain; or
- iv. adequate protection is provided.

Protection shall, where necessary, be provided for the employees' tools.

In this clause, a dry area shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

WAGES AND ALLOWANCES

12.0 Wage rates and increases

12.1 Wages

The Employer shall pay employees wages at the rates set out in Appendix B. Those rates include a 5% wage escalation each year of the Agreement commencing the first full pay period after 1 July.

Any dispute over the payment of wages or the classification of employees is subject to the dispute resolution procedure in clause 37. If a dispute is unable to be resolved under that procedure it may be referred to the Fair Work Commission for conciliation and if necessary, arbitration.

12.2 Jump up

Where an employee is engaged on a site where the wages and conditions for the majority of workers employed are higher than those provided in this Agreement, the employee will receive such higher wages and conditions in accordance with their relevant classification.

For example where an employee is performing work on a site where the majority of workers are working under a project specific agreement that provides for more beneficial rates than this Agreement, such rates will be applied.

This provision shall go to such issues as wages, site allowances, classification levels and the like. For the avoidance of doubt, the dispute resolution procedure contained in this agreement applies to disputes over the application of this clause.

12.3 Higher duties

Where any employee on any day performs two or more classifications of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

13.0 Payment of wages

13.1 Period of payment

Wages shall be paid weekly.

13.2 Method of payment

Wages shall be paid by electronic funds transfer into a bank (or other recognised financial institution) account or accounts specified by the employee (where practicable)

13.3 Payslips

The following payslip details will be provided to all employees:

- (a) name of employing employer

- (b) business name, legal name, trading name and ABN/ACN
- (c) employee name
- (d) employee classification
- (e) date of payment and period covered
- (f) Details of the number of ordinary hours worked
- (g) details of the number of overtime hours worked
- (h) ordinary hourly rate and amount paid at that rate
- (i) overtime hourly rate and amount paid at those rates
- (j) gross wages paid
- (k) nett wages paid
- (l) details of any deductions made from the wages
- (m) details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave, etc;
- (n) details of the employer's severance (PROTECT) and superannuation (including salary sacrifice) contributions including when the contribution was made and the amount and details of employee contributions including when the contribution was made and the amount.

13.4 Pay queries

The employer is committed to responding to employee payroll queries in a timely fashion and where possible, will make any necessary pay adjustments in the next available pay or a manual (off pay cycle) payment where required by the employee.

Where an employee has an issue regarding their pay, they are required to state their query clearly in writing using the payroll query process. The employer will respond to acknowledge receipt of the pay query no later than 72 hours from when the query was submitted.

Where the employee does not agree with the pay query outcome, the employee is to arrange a meeting via their manager with the payroll team. Should the employee not receive or continue to dispute the response, the employee is able to escalate their claim utilising the disputes procedure in this Agreement, by submitting the query in writing with any relevant documents to their manager.

14.0 Tool allowance

An employee classified as a tradesperson shall be paid a tool allowance of \$49.00 per week from July 1 2023, for providing and maintaining their own tools to undertake the work. From 1 July each following year the value of the tool allowance payable weekly will increase by 5%.

The tool allowance is an all-purpose allowance.

15.0 Construction Certificate and Multi-Ticket Allowances

15.1 Construction trade certificate allowance

Where work is being performed on a site where several trade groups are working doing either or both building construction and metal engineering, an all-purpose construction trade certificate allowance of \$94.89 per week from 1 July 2023 shall be paid to all employees classified as a tradesperson if they have had 3 months' experience on a construction site working as a tradesperson.

On 1 July each following year the value of the construction trade certificate allowance payable weekly will increase by 5%.

The trades certificate allowance shall not be paid if an employee is unable to show documented evidence of his or her tradesperson qualifications. Only certificate holders will carry out works that requires a certificate holder to perform i.e Australian Standards

The trades certificate allowance is in recognition of the unique technical skills required by metals tradespersons on a construction site.

15.2 Multi – Ticket Rigger/Scaffolder/Dogman Allowance

Where work is being performed on site where several trades are working doing either or both building construction and metal engineering/installation works and subject to satisfying the conditions specified in this subclause, an all purpose Multi - Ticket Allowance shall be paid to Riggers Scaffolders or Dogmen who hold and use multiple certificates issued pursuant to the relevant Act and/or Regulations, that are additional to the basic requirements of their classification.

15.3 Recognised Certificates/Tickets

The Multi–Ticket Rigger/Scaffolder/Dogman Allowance shall be paid in recognition of the unique technical skills and multiple tasks required of riggers, or scaffolders or dogmen that go beyond their base qualification, while working on a construction site.

The following Certificates/tickets shall be recognised for the purpose of payment of Multi - Ticket Allowance:

Classification – Rigging (Basic) and/or Dogman

- Multiple Certificates
- Intermediate
- Advanced
- Forklift and/or non slewing Crane

Classification – Scaffolder (Basic)

- Multiple Certificates
- Intermediate
- Advanced
- Forklift

15.4 Eligibility

To be eligible for the payment of a Multi – Ticket Allowance employees must, in addition to holding the appropriate tickets/certificates as listed under “Recognised Certificates/Tickets” above:

- have gained at least 12 months experience; and
- be able to exercise the skills that they have been accredited as acquiring through their qualifications; and
- perform the full range of their accredited skills when requested; and
- provide satisfactory documented evidence of their certificates.

15.5 Payment

A Multi - Ticket Allowance of \$44.09 per week from July 1, 2023 shall be paid for each certificate/ticket (to a maximum of two tickets) as specified under “Recognised Certificates/Tickets”, held above the basic qualification required for the employee to be classified as a rigger, dogman or scaffolder as the case may be.

On 1 July each following year the value of the Multi - Ticket allowance payable weekly will increase by 5%.

An employee claiming for payment of the Multi - Ticket Allowance shall utilise all such qualifications at the direction of the employer.

The Multi - Ticket Allowance shall be paid for all purposes.

16.0 First aid allowance

The Employer shall allow for the nomination of a sufficient number of qualified persons to render first aid. From 1 July 2023, designated first aiders shall be paid a first aid allowance of \$23.07 per week. On 1 July each following year the value of the first aid allowance payable weekly will increase by 5%.

This allowance is in substitution for the allowance set out in the Incorporated Award Terms.

The first aid allowance is an all purpose allowance.

17.0 Welding allowances

17.1 Rates

From 1 July 2023 where an Employee meets the definitions as described below they will receive an all-purpose weekly Welding allowance.

Qualification	Weekly allowance
Welder – Tested*	\$62.00
Welder – Special Class*	\$108.00
Welder – Special Class Exotic Materials*	\$190.00

* Welding Allowances are not cumulative

On 1 July each following year the value of the Welding allowance payable weekly will increase by 5%.

17.2 Eligibility

AS 1554 requires all persons performing welding on structural steel to be tested. All persons who are required by the employer to weld structural steel shall be deemed to be tested irrespective of whether they have been formally tested.

In addition to the above requirement, all welding that is subjected to non-destructive testing (NDT) shall be deemed to be tested welding.

Once a person has qualified for the welding allowance, it shall continue to be paid for all work performed.

Employees who undertake a practical test prior to commencing employment shall be paid the appropriate wage rate for the time spent completing the test. Payment shall not be made for unsuccessful test attempts.

17.3 Definitions

Tested Welder

An Engineering Tradesperson (Fabrication) who is required to perform tested work (as detailed above) or who has passed a practical test shall be paid the tested welder allowance.

The employer shall determine whether a practical test is required and the type of test, provided the test is no more onerous than the regulatory requirements for AS1554SP.

Welder – Special Class

An Engineering Tradesperson (Fabrication):

- (1) Who is qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or
- (2) Who is qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

Welder Special Class – Exotic Materials

- (1) An Employee, who is qualified, through passing the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31-3 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:
 - (i) Stainless Steel (304, 310, 316 and 904 grade)
 - (ii) Aluminium
 - (iii) Chrome Molybdenum
 - (iv) Nine per cent (9%) Ni Steel
 - (v) A333 Grade 6

Such tests may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.

This allowance only applies to Employees whose welds are recorded Non Destructive Tested (NDT) for the time so worked.

18.0 Delegate allowance

A duly elected Union Delegate will be paid the following all-purpose hourly allowance:

Commencing from	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Hourly rate	\$2.51	\$2.63	\$2.77	\$2.91	\$3.05

Where an employee is entitled to both a HSR allowance and a Delegate allowance, only one allowance will be paid.

19.0 Health and Safety Representative allowance

A duly elected Health and Safety Representative will be paid the following all-purpose hourly allowance:

Commencing from	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Hourly rate	\$2.51	\$2.63	\$2.77	\$2.91	\$3.05

Where an employee is entitled to both a HSR allowance and a Delegate allowance, only one allowance will be paid.

20.0 Tunnelling Allowance

A flat tunnel allowance of \$40.00 per day will be paid to all Employees who complete a minimum of an eight (8) hour shift where the Employee is required to work underground. This allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

21.0 Asbestos allowance

Employees will be paid an Asbestos Allowance for all hours when they are working with asbestos. The amount of the hourly allowance is as follows:

Commencing from	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Hourly rate	\$1.70	\$1.79	\$1.87	\$1.97	\$2.07

22.0 Fares and Travel allowance

Travel Allowance will be paid at the rates specified below on every day worked and RDOs.

Employees engaged on Tier 1 or Tier 2 Projects (total construction contract value of more than 50 million dollars):

Commencing from	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Daily rate	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day

Employees engaged on Tier 3 Projects (total construction contract value of less than 50 million dollars):

Commencing from	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Daily rate	\$30 per day	\$35 per day	\$37 per day	\$39 per day	\$41 per day

Apprentices shall be eligible for payment of travel allowance in the proportions detailed in the table below:

Year	Percentage
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

Apprentices shall be entitled to be paid daily travel allowance whilst attending training.

In addition to the travel allowance specified above, where an employee is required at the employer's direction, as part of the employees working duties to utilise their own vehicle, all expenses incurred with regard to tolls (Linkt etc.) shall be reimbursed by the Employer.

The travel allowance is a flat allowance.

Where an employee agrees to use a vehicle provided by the employer, the travel allowance above will be paid at 50 percent.

23.0 Living Away from Home Allowance – Distant Construction Sites

Where Employees are required to work on a project more than 150km from the business address where the Employee is engaged, this shall be referred to as distant work and the provisions of this clause apply.

23.1 Board and lodgings

Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and

clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

If the Employer does not supply the three meals per day then an allowance will be paid at the rate detailed in clause 9.9 per meal not supplied.

23.2 Distant work

Distant Work shall only be undertaken with agreement from the Union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this agreement where workers are required to travel less than 150km.

Rosters for distant work shall be agreed in writing between the Employer and the Union before the distant work commences.

Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause, no Employee will be required to be away from home for more than 3 weeks without returning home at the Employer's expense.

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

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

All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

24.0 Leading Hand allowance

A leading hand is an Employee who is given by the Employer, a principal contractor, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the hourly leading hand allowance below appropriate for the number of persons in the Employee's charge.

In charge of	Hourly allowance from 1 July 2023
1 Person	\$0.80
2 – 5 persons	\$1.73
6 – 10 persons	\$2.21
More than 10 persons	\$2.93

Each year following 1 July 2023 the value of the Leading Hand Allowance above will increase by 5%.

Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest.

25.0 Site allowance

Site allowances shall be paid in accordance with the formula set out in the Site Allowance Appendix A.

OTHER ENTITLEMENTS

26.0 Occupational health and safety training payments

The Company agrees to support Industry Training by contributing, for each Employee including casuals and apprentices who are paid in accordance with this Agreement, a weekly amount into the training fund Health and Occupational Safety Training Australia (HOSTA). The amount of the weekly payment is detailed in Appendix 2 to this Agreement and is to be made to HOSTA on or before the 15th of each month.

The contribution will be made for each Employee who has worked at least 12 hours during that calendar week, or who is on authorised leave, including Workers Compensation, RDO's and income protection.

No Employee shall, pursuant to this clause, be entitled to receive any payment from the Employer directly or indirectly, provided that Employees shall be entitled, subject to HOSTA agreement, to recover from HOSTA reimbursement of approved training costs.

27.0 Income protection

It is a term of the Agreement that the Employer will provide income protection insurance (sickness and injury) through WageGuard. The Employer will pay insurance premiums on behalf of each Employee.

The terms of the income protection will provide:

- (i) Injury and sickness (including psychological injury/illness): 85% of pre-disability income for up to 104 weeks;
- (ii) Workplace injury and sickness (including psychological injury/illness): 100% of pre-disability income protection for up to 104 weeks
- (iii) The rates at which these payments are due must be raised by any increase provided for in this Agreement.

Waiting Period:

- (i) Injury and sickness: 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football
- (ii) Workplace injury and sickness: 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football

Cover will expire at 70 years of age.

Income protection insurance providers other than WageGuard may only be used by agreement between the parties to this Agreement.

If the Employer does not comply with this clause, the Employer will pay full wages including normal penalties, loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.

While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Employer must continue to make superannuation contributions and PROTECT (redundancy) contributions on the employee's behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to PROTECT and Superannuation contributions under this Agreement that increase will apply to the contributions).

While an employee is receiving payments under an income protection insurance policy pursuant to this clause he or she shall remain an employee of the Employer and his or her absence shall count as service for all purposes for up to 2 years in respect of any one disablement.

Any paid leave used (i.e. long service leave, annual leave, sick leave etc) by an employee after the fourteen day waiting period will be reimbursed to the employee once the claim is approved by the provider.

28.0 Superannuation

28.1 Australian Super as default fund

In the absence of an Employee having an existing superannuation fund, a stapled fund or nominating a superannuation fund, the Employer will make contributions to Australian Super, USI Number STA0100AU, as the default fund until such time as an Employee superannuation standardchoice form is returned.

28.2 Payment of superannuation contributions

All Superannuation contributions will be paid as required by the trust deed of Australian Super or as required by law.

Superannuation for Employees must be paid in accordance with the provisions of this clause and Appendix 2. Where there is an inconsistency between this clause and the Appendix, the Appendix will apply, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out in the Appendix. In such a case the superannuation guarantee levy contribution rate will apply.

Apprentices must have Superannuation contributions paid into their account of an amount that is equal to or better than the provision of the Superannuation contributions in the Superannuation Guarantee Legislation.

The Employer will regularly pay the contributions outlined in Appendix 2 to the credit of each such Employee in accordance with the requirements of the Australian Super Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the end of the month in which the last Employer contribution was made Employees may access the disputes procedure of this Agreement to rectify the lapse.

Contributions will continue to be paid on behalf of an eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences, except in the case of absence on workers' compensation or income protection.

28.3 Definitions

For the purposes of superannuation the following definitions apply:

"Employee" will mean an Employee, including an apprentice, engaged to work under the terms and conditions of this Agreement.

"Ordinary time earnings" will mean the ordinary time rate of pay the Employee receives for their ordinary hours of work, including:

- all work-related allowances such as tool allowance, welding allowances, Construction trade certificate allowance, LAHA, etc
- shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, fares and travel allowances, etc; and
- On ordinary hours worked as a result of a temporary roster change, irrespective of whether penalty rates apply.

28.4 Employee co-contribution

All Employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out in Appendix 2. This co-contribution will be a salary sacrifice contribution.

It is the Employee's responsibility to advise the Employer should they not wish to co-contribute to their own Super account. This must be done in writing by the Employee and specify a date at which the co-contributions are to cease.

The Employer is still obligated to pay the appropriate superannuation amount in accordance with this agreement and at law. The Employee's co-contribution is an amount in addition to the Employer's contribution.

Contributions for part-time or casual Employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, will be on the same basis as full-time Employees.

29.0 Protective clothing

29.1 Overalls or equivalent

All employees, upon commencement shall be provided with 5 pairs of overalls, or 5 sets of shirts and shorts/trousers or an agreed equivalent which shall remain the property of the employee.

Before being issued with clothing, each employee will sign an authority allowing the Employer to deduct from final wages, an amount equal to the replacement value of any clothing that is not returned, regardless of the conditions of the same. This paragraph operates in conjunction with s324 of the Act.

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so

far as it is possible.

29.2 Safety boots

Each employee, as near as practicable to commencement of permanent employment, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the Employer), to a maximum of \$225.00 (fixed for the life of this Agreement).

29.3 Prescription Glasses

Where an employee's glasses are damaged during the course of employment the employer will reimburse the employee up to \$500.00 on each occasion.

29.4 Wet Weather and Personal Protective Equipment

All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Employer), will be supplied on all occasions deemed necessary.

29.5 Jackets

A new employee between 1 May and 31 August will be supplied by the Employer, free of charge, with a high visibility Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. The jacket shall be produced to the employer for examination if so required. This clause will supersede the supply of Bluey Jackets applying under any other industrial agreements.

29.6 General conditions

Where the Company is bound by a contract or provision of another instrument which requires an issue of clothing or protective equipment which exceeds the above, the Company will observe the more beneficial provision.

Where employees have received any of the above items from the same employer by way of another workplace agreement, policy or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis if required.

All clothing issued by the company may, at the discretion of the company, be branded with the company logo.

All clothing and footwear provided under this clause will be replaced on the basis of fair wear and tear.

EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

30.0 Casuals

Casual employees shall be paid an all-purpose 25% loading on the wage rate for their classification set out in this Agreement. To avoid doubt, all-purpose allowances are paid prior to applying the casual loading.

The Employer confirms their commitment to maintaining a high level of full-time employment and to limit wherever practicable engagement on a short term or casual basis. In this regard it is agreed that the maximum continuous period for which a casual position can be engaged shall be six (6) weeks. Unless specifically agreed between the Employer and the casual Employee in writing, if the

position continues beyond the continuous period of six (6) weeks then the casual employee shall thereafter be engaged on weekly hire as a full time employee under the same terms and conditions as a full time employee. Casuals will not be engaged and then let go so as to avoid obligations under this clause.

The minimum period of engagement for a casual employee is eight (8) hours. On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of eight (8) hours work.

31.0 Apprentices and Trainees

Apprentices and trainees will be paid for attending the required schooling and all associated costs to complete their apprenticeship or traineeship.

All apprentices shall be supervised by an appropriately qualified tradesperson.

The employer recognises that in order to increase the efficiency and productivity, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

- i. If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.
- ii. The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every five (5) tradespeople.
- iii. If the Employer does not currently have an apprentice as provided for in paragraph (i) above, the Employer will engage in consultation with the Union in relation to their obligations under this clause but shall be afforded reasonable time to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

Apprentices will be paid the following percentages of the ECW3 rate of pay as set out in this Agreement.

Year of Apprenticeship	Relativity
Year 1	50%
Year 2	60%
Year 3	80%
Year 4	90%

The employer will pay the costs of all tools required by all apprentices and trainees to perform their duties appropriate to their tasks and tools will be replaced on a fair wear and tear basis.

Tools will remain the property of the apprentice.

31.1 Adult apprentices

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices will be paid the following percentages of the ECW3 rate of pay as set out in this Agreement.

Year of Apprenticeship	Relativity
Year 1	60%

Year 2	65%
Year 3	85%
Year 4	90%

Notwithstanding the above, where a person was employed by the employer immediately prior to becoming an adult apprentice with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.

31.1 Trainees

If the Employer engages trainees then they will be paid no less than the rates provided for in the Building and Construction General On-site Award 2020.

For clarification, in addition to those rates, trainees are entitled to receive the full daily fares and travel (including while attending training), Protect redundancy payments, HOSTA training payments, Income protection, Superannuation and any other entitlements in accordance with this Agreement. Such entitlements shall not be paid at rates applicable to Apprentices.

The Employer shall be responsible for meeting all costs associated with Traineeship training, including any student registration, tuition fee or other course costs.

32.0 Compensation in lieu of notice of termination

The Employer must not terminate an employee's employment unless:

- i. the employee has been paid the required payment in lieu of notice: or
- ii. the employee is guilty of serious misconduct.

The required payment is to be calculated as follows:

First calculate the notice period according to the table below; and then add 1 week to the notice period if the employee:

- i. is over 45 years old; and
- ii. has completed at least 2 years of continuous service with the Employer; and then
- iii. calculate the required amount of compensation on the basis that it must equal or exceed the total of all amounts that, if the employee's employment had continued beyond the day that the employee's employment actually ended for the compensation period set out above, the Employer would have become liable to pay to the employee if the employment had continuing during that period. That total must be worked out on the basis of: the employee's ordinary hours of work (even if they are not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including for example allowances, loadings and penalties, overtime and any other amounts payable under the employee's contract of employment.

Employee's period of service with the employer	Compensation period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 week
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If an employee is terminated 14 calendar days prior to a public holiday or groups of public holidays, the employer will pay the employee for those public holiday/s.

The Employer must provide a PROTECT form and separation certificate to each employee when his or her employment is terminated.

33.0 Severance pay

It is agreed that the employer will make weekly severance payments (payable monthly as determined by PROTECT) to the PROTECT severance fund for all employees (including apprentices) covered by this agreement. The Employer shall make weekly (or part thereof employed) contributions on each employee's behalf into PROTECT at the applicable rate as detailed in Appendix B.

When an employee is made redundant, if necessary, the difference between contributions made into PROTECT and the Award/National Employment Standards entitlement will be made up by the employer.

Severance payments are to be made for periods when employees are on:

- Pay
- Any form of paid leave
- Workers Compensation payments
- QLeave/Long Service Leave
- Income protection insurance payments (unless severance payments are made by a third party e.g. insurer)
- Unpaid leave due to injury or illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised representative of PROTECT to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under the PROTECT Severance Fund arrangements and to answer any questions that employees may have about the PROTECT Severance Fund arrangements.

33.1 Outplacement

In addition to redundancy entitlements, an employee who has been continuously employed by the company for more than 12 months and has been made redundant under the terms of this Agreement the employee will be entitled to retraining assistance, career transition services and financial advice.

The parties will mutually agree on the provider for these services.

34.0 Delegates and Union Representation

The Employer recognises the role the on-site Union delegates have in seeking to ensure industrial harmony on the site or at the workplace. Further the Employer recognises that the on-site delegate is a first point of contact for an employee who has an employment related grievance or issue, query or concern arising under the terms of the Agreement.

A delegate shall, upon written notification to the Employer, be recognised as the accredited representative of the employees and, if any employee at the site or workplace seeks representation by the delegate, that representative will be allowed all necessary time during

working hours to submit to the Employer employment related matters affecting the employees they represent. Further, the delegate shall be allowed reasonable time during working hours to attend to such job matters affecting the employees.

The employer will ensure delegates will have the opportunity to meet with all new employees covered by this agreement within one week of the commencement of their employment. The meeting will be held during ordinary time hours and will be concluded within a reasonable time.

A delegate may communicate with employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

At all times the delegate is not undertaking delegate duties, they will perform productive work within their range of qualifications and competence.

An employee who ceases to be a delegate must give written notice to the employer as soon as practicable.

34.1 Delegates' duties

Delegate duties include:

- i. Representing the Union and its members in workplace relations matters at work, including consultation about major change or changes to rosters or hours of work;
- ii. Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
- iii. Representing employees; including in individual or collective grievances or disputes, performance management and disciplinary processes, enterprise bargaining and any process or procedure in which the employees are entitled to be represented.
- iv. Keeping Union members informed of workplace relations matters and providing advice;
- v. Briefing new employees about workplace relations matters at the time they enter employment and/or prior to employees commencing work at site.
- vi. Meeting with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these delegates duties.
- vii. Attending meetings outside the workplace if required to represent employees.

The delegate shall have protection from victimisation and this right to be expressed in prohibiting the company from dismissing the delegate or from changing his or her department or shift or in any other way seeking to separate the Delegate from the union members without first consulting the relevant union organiser or State Secretary.

Upon the request of the delegate/s the company will arrange for the paid release of delegate/s to attend additional union meetings. These meetings include (but are not limited to) industry steering committees, forums or conferences.

Where a delegate has been elected as a representative onto a union governing body, the company shall be notified of the position the delegate has been elected as well as the dates and time the meetings occur each year. Upon notification the company will arrange for the paid release of Delegate/s to attend these meetings.

Prior to termination or transfer of an employee representative two (2) days' written notice shall be given to the employee representative.

34.2 Delegate facilities

The Employer shall provide facilities for the use of the delegates to perform their duties and functions as the on-site representative of the employees.

The provision of the following facilities is to ensure that the employee representative is able to effectively perform his or her functions in a professional and timely manner. The facilities shall include:

- i. Access to a telephone and a computer with access to the internet, email and printer;
- ii. a room or area to hold discussions which is fit for purpose, private and accessible by the delegate and employees;
- iii. access to the means of communication that are ordinarily used by the employer to communicate with employees in the workplace;
- iv. a lockable filing cabinet or other secure document storage area;
- v. air-conditioning/heating;
- vi. access to stationery and other administrative facilities, as required
- vii. access to prominent notice board for the posting of union approved notices

34.3 Delegate training leave

Each year a delegate will be allowed up to 10 days paid leave per annum to attend Union approved training.

35.0 Union Rights

35.1 Union meetings

Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.

Meetings are to be timed so as to minimise inconvenience for all parties.

35.2 Representation and Communication with Employees

A Union official or delegate is entitled to enter the Employer's premises at all reasonable times, provided they do not interfere unreasonably with the Employer's business, for the following purposes:

- i. Involvement in the disputes or consultation procedures under this Agreement, and
- ii. Distributing written information or materials to employees and delegates.

These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions

35.3 Payroll Deductions

Where written authority is provided by the employee, the Employer will deduct Union membership fees from an employee's salary or wages and remit them, along with a schedule of contributions, to the Union at monthly intervals.

The employee authorises the employer to deduct fees when the Employee completes a Union membership card authorising payroll deduction, or otherwise provides written authority to do so.

36.0 Posting of agreement

To ensure that employees are aware of the terms of the Agreement, and to assist in any resolution of a dispute/s or the avoidance thereof a copy of this Agreement shall be retained by the Employer at all times for ready access by any employee on a project site and the Employer shall provide a permanent copy for each employee representative and occupational health and safety representative on a project site.

37.0 Dispute Settlement

The parties to this Agreement agree that any issue in dispute should be resolved following the disputes procedure outlined below.

For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the “General Protections” provided in the Act, the National Employment Standards or any other matter pertaining to the employment relationship.

The procedure shall be followed in good faith and without unreasonable delay. If any party to the dispute fails or refuses to follow any step of this procedure, the non-breaching party to the dispute will not be obligated to continue through the remaining steps of the procedure.

37.1 Dispute Settlement Procedure

1. The Employee/s concerned must first meet and confer with their immediate supervisor and genuinely attempt to resolve the dispute. Throughout this and all stages of the procedure the relevant facts must be clearly identified and recorded. The Employee/s may appoint another person to act on their behalf, including a delegate or Union official.
2. If the matter in dispute cannot be resolved under clause 37.1.1, the Employee/s concerned must meet with more senior management. The Employee/s may appoint another person to act on their behalf, including a delegate or Union official.
3. If the matter in dispute cannot be resolved under clause 37.1.2 either party to the dispute may refer the matter to the Fair Work Commission (FWC).

37.2 Fair Work Commission

Where the dispute is referred to the FWC in accordance with clause 37.1.3, the FWC will, in the first instance, attempt to resolve the matter through conciliation.

If the FWC is unable to resolve the dispute by conciliation, the FWC may determine the matter by arbitration.

The parties agree that the FWC may exercise all procedural powers necessary in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

If the parties to a dispute agree, a matter in dispute may also be referred to the FWC for conciliation and for arbitration even if the matter in dispute (or part of it) has not progressed through the steps outlined in clauses 37.1.

Where a matter does progress to arbitration the FWC’s decision shall be final and binding on the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

In exercising arbitration power under this clause, the FWC must not make a decision or exercise its power in a way, which is inconsistent with the National Code of Practice for the Construction

Industry, the Implementation Guidelines for the National Code of Practice for the Construction Industry or legislative obligations.

In any dispute raised pursuant to this clause of the Agreement the employer and the Union agree that each party shall bear its own costs.

37.3 Status Quo

Whilst the parties are attempting to resolve the matter the pre-dispute status quo shall prevail. Where the dispute arises from a decision of the employer, the situation that prevailed prior to that decision is the status quo and shall prevail.

Subject to this agreement, the parties will continue to work in accordance with this agreement and their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; in which case the employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same enterprise or another enterprise, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply

Subject to the pre-dispute status quo, whilst these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the Employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

37.4 Representation

To allow for employees using this procedure to be fairly represented:

- i. At a suitable location in the workplace, employees and their representative shall be allowed a reasonable period of time, during working hours, to meet and confer with required external advisors, union officials and other relevant persons (the "Employee team").
- ii. Meetings and conferences of the parties pursuant to this procedure shall occur at a suitable time and place. This means that:
 - a. the employer will provide a room at the workplace (or elsewhere if agreed) where meetings and conferences will occur, with a private area for the Employee team to caucus;
 - b. the Employee team will be allowed access to the workplace to participate in the process; and
 - c. the employer must take into account the availability of members of the Employee team when scheduling meetings and conferences—reasonable notice of meetings and conferences should be given.
- iii. If required for the settlement of a dispute, a meeting of relevant employees and the Employee team will be allowed in paid time so that a proposal can be explained and endorsed.

38.0 Occupational health and safety

38.1 Safety in the workplace

The parties recognise the potentially hazardous nature of the construction industry. To this end, the Employer and Employees are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework which involves all parties in protecting employees' health and safety.

In meeting these objectives, the Employer and Employees have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda shall include:

- i. measures designed to include the safe operation of plant and equipment;
- ii. training issues including specific hazards, health and safety systems, and site induction; and
- iii. management of occupational health and safety through a comprehensive approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses.

38.2 Operation of occupational health and safety legislation, regulations and codes of practice

The Employer and Employees, in addition to ensuring compliance with occupational health and safety legislation, regulations and codes of practice shall implement the best achievable level of health and safety. The applicable legislation includes the *Work Health and Safety Act 2011* (Qld). Particular emphasis will be placed on the establishment of consultative mechanisms which will include:

- i. the election of health and safety representatives who will represent employees in negotiations on health and safety matters; and
- ii. an occupational health and safety committee.

In the event that changes to occupational health and safety practices are deemed necessary the issue shall be referred to a consultative mechanism by agreement between the Employer and the affected employees.

38.3 Inductions

Prior to commencing work on site, all employees shall have attended and successfully completed a site induction. The Company undertakes that, to ensure the highest level of compliance with Health and Safety legislation, all inductions shall be conducted "face to face" and on the job.

Further, all inductions shall include site specific hazards and requirements for each project. Industry specific inductions that cannot be conducted onsite and are required by law (such as General Construction Induction, or Rail Industry Safety Induction etc) are excluded from the operation of this clause.

The induction presentation and material shall have regard to the language skills of the employee.

As part of the induction process Union delegates will be afforded an opportunity to speak to new Inductees about the benefits of union membership and other Union business as the delegate deems necessary.

In addition, all new employees of the Employer shall be properly informed of:

- i. the rights and obligations of this Agreement including its disputes resolution procedures;
- ii. the appropriate issue of work clothing and safety equipment as per this Agreement, and
- iii. the safety rules and procedures as required by the relevant legislation
- iv. site-specific matters such as security.

38.4 Payment for Inductions

Where an employee is invited to undertake an induction or 'refresher' site induction for a specific site, whether in-person or be electronic means he or she shall be paid a minimum of four (4) hour's pay at the appropriate rate for an induction, and a minimum of one (1) hour for a 'refresher' site induction if he or she is employed on the site.

This will apply if the person is specifically attending that day for the induction only. This payment will be included in the first pay period once the employee has commenced on site.

Where an employee is invited to undertake an induction and the scope of work is reduced and the employee is not engaged due to this reduction, the above payment will still apply.

38.5 Health and Safety Representatives

The parties agree that each agreed Designated Work Group (DWG) is entitled to elect at least one Health and Safety Representative (HSR) as a minimum. The election of more than one HSR per group and a deputy shall be subject to the agreement of the DWG and the parties. Elected HSRs and deputies may also be union delegates.

The members of the DWG shall determine how the election is to be conducted and may seek the assistance of the Union at any time in making this determination and in the conduct of the election.

38.6 Rights and powers

All rights, powers and entitlements of a HSR commence at the point of election.

The Employer will continue to permit HSRs the following courses of their choice, provided that the HSR gives 14 days' notice prior to the commencement of the course(s):

- An approved introductory HSR course of at least 5 days duration
- Approved Refresher courses on an annual basis
- Any other approved courses of training

The Employer shall also permit HSRs up to 10 days per year on a non-cumulative basis, without loss of pay, over and above the entitlement elsewhere in this Agreement to attend any other OHS seminars or conferences, networks, meetings or information sessions which are endorsed or facilitated by the AMWU or the HSR or deputies' choice.

The Employer shall pay the cost of the course and other costs associated with the HSRs or deputies' attendance for all of training or courses required by the relevant WHS legislation.

The Employer will permit HSRs to consult and communicate with and seek the assistance of anyone they deem necessary to assist them in representing employees. If required by the HSR, such consultation will take place on the premises at which work is being carried on under this Agreement.

The Employer will permit the HSRs to call meetings, during working hours of and with employee(s) to consult them on health, safety and rehabilitation matters. No employee shall lose pay during such meetings. HSRs may invite and have present anyone they deem may assist with the issues to be discussed, provided that reasonable notice is given and attempts made to minimise disruption to work.

HSRs shall be provided access as needed, to appropriate facilities including but not limited to notice boards, a telephone, a computer with email and internet connection, a private room, a photocopier, a camera etc.

HSRs shall not suffer any loss of wages or remuneration for carrying out their role as HSRs.

LEAVE ENTITLEMENTS

39.0 Annual leave

39.1 Entitlement

For each year of service with his or her employer, an Employee is entitled to annual leave, for a period equal to 4 weeks for each period of 12 months' service with the Employer.

Employees employed as Shift Workers will be entitled to not less than 5 weeks for each period of 12 months' service. Provided that, for the purposes of the additional week of annual leave and for the purposes of the NES, a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

The annual leave prescribed by this clause will be exclusive of any of public holidays. If a public holiday falls within an Employee's period of annual leave and is observed on a day, which for 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.

The Employer will not unreasonably refuse a request for annual leave by an Employee.

39.2 Payment of annual leave

While on annual leave an Employee will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period (this includes any applicable shift penalty for shiftworkers).

For the purpose of this clause, wages payable for annual leave will be calculated by including the following, where applicable:

- i. The rate prescribed for the classification in which the Employee was employed immediately prior to the commencement of their leave.
- ii. Any penalties or allowances prescribed for work in ordinary time according to the Employee's roster or projected roster including Saturday and Sunday shifts, and,
- iii. Any other rate to which the Employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision will not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments prescribed by the clauses of this Agreement relating to Fares and Travel and Overtime nor any payment to the Employee for reimbursement for expenses incurred.

39.3 Annual leave loading

During a period of annual leave an Employee will receive leave loading calculated on the wages they would have received, in respect of the time they would otherwise have worked.

The leave loading will be 17.5% of the wages as prescribed in Appendix C.

Where the Employee would have received shift loadings or penalties had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate of wages prescribed by Appendix C in lieu of the 17.5% loading.

Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% will be added to the rate of wage prescribed by Appendix C in lieu of the shift loadings.

39.4 Annual leave on termination

At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading (or higher shift loading as applicable as described above). The annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement and no annual leave would be notionally 'deducted' for that public holiday.

39.5 Annual leave in advance

The Employer may, by agreement, allow an Employee to take annual leave before the right to take it has accrued.

Where annual leave has been granted before the right to take it has accrued, and the Employee subsequently leaves or is discharged from the service of the Employer before completing the service in respect of which the leave was granted, the Employee is required to repay that leave. In such a circumstance the Employer may deduct from the Employee's final pay the value of the leave that was taken but not accrued.

39.6 Long service leave

All Employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Division 9, sections 93-114 of the *Industrial Relations Act 2016* (Qld) as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld). Section 95 subsection (4) of the *Industrial Relations Act 2016* (Qld) does not apply to Employees covered by this Agreement.

39.7 Paid training

All employer agreed training shall be, wherever possible, in working hours. Training outside of ordinary working hours shall be paid at ordinary time rates and all associated costs.

40.0 Public Holiday(s)

There shall be an overall entitlement of at least 12 public holidays each calendar year. Employees will be entitled to the following public holidays without loss of pay:

New Years Day	Australia Day	Good Friday
Easter Saturday	Easter Sunday	Easter Monday
King's Birthday	Labour Day	ANZAC Day
Christmas Eve (after 6pm)	Christmas Day	Boxing Day

In addition to the days set out above, Employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday, other than a

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

An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.

Whenever a public holiday (excluding Easter Saturday and Sunday) falls on a weekend the next working day shall be observed as a substitute public holiday.

All work done by any employee on a public holiday, however described, will be paid for at the rate of double time and a-half with a minimum of 4 hours.

40.1 Show day holiday

All work done by Employees in a district specified from time to time by the Minister by notification published in the Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the Employee and the Employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

40.2 Primary Carer Leave

An employee is entitled to the provisions contained in the NES.

The weekly rate of pay for all paid leave types in this clause shall be calculated in the same manner as that for taking annual leave in clause 39.2.

40.3 Primary Carer Leave

In addition to the entitlement under the NES the Employer will pay an amount as follows:

- i. Where the Employee is to be the primary care giver, the employer will pay the equivalent of the difference between the applicable Government paid parental leave scheme and the Employee's normal weekly pay for a period of six (6) weeks.
- ii. Where the Employee is not to be the primary care giver, the employer will pay the equivalent of the difference between the Government paid parental leave scheme and the Employee's normal weekly pay for a period of three (3) weeks.

To avoid all doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the Employee the Employee's normal weekly pay for the periods set out above.

40.4 Paid Maternity and Paternity Leave

An employee is entitled to the provisions contained in the NES.

The weekly rate of pay for all paid leave types in this clause shall be calculated in the same manner as that for taking annual leave in clause 39.2.

40.5 Paid maternity leave

This clause applies to birth-related leave only.

A mother who births a child/children and is the primary care giver of the child will be paid the equivalent of the difference between the applicable Government paid parental leave scheme and the Employee's normal weekly pay for a period of twenty-six (26) weeks.

This may be taken on a half-pay basis over fifty-two (52) weeks.

Payment under this clause is in lieu of any payment an Employee might otherwise be entitled to under clause 40.3 above.

Paid maternity leave shall count as time worked for calculation of leave and other entitlements.

The full paid maternity leave entitlement shall be paid on the first pay day on or after the commencement of maternity leave.

40.6 Paid paternity leave

All male employees working under this Agreement shall receive 1 week paid paternity leave at the time of confinement of their spouse in order to assist her and to care for their family.

Male employees with more than 1 years' service working under this Agreement shall receive 2 weeks paid paternity leave at the time of confinement of their spouse in order to assist her and to care for their family.

Payment under this clause is in addition to any payment an Employee might otherwise be entitled to under clause 40.3 above.

41.0 Personal / Carer's Leave

41.1 Paid personal/Carer's leave

An Employee's entitlement to paid personal leave accrues progressively during a year of service, however, upon completion of an Employee's probationary period, the Employee will be advanced the balance of the total of their annual personal leave entitlement of 10 days. After twelve months of employment every full-time Employees' personal leave entitlement will accrue and accumulate.

Part-time Employees' entitlement is calculated proportionate to the average number of ordinary hours worked each week.

An Employee may take paid personal/carer's leave if the leave is taken:

- i. because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- ii. to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - a. a personal illness, or personal injury, affecting the member; or
 - b. an unexpected emergency affecting the member or
 - c. a person experiencing domestic or family violence.

If the absence is to exceed two consecutive days, on request, evidence may be requested by the Employer stating the nature of the Employee's or family member's illness and the period of absence required.

An employee shall be entitled to four single day absences in each year of service without the production of a medical practitioner certificate or statutory declaration in lieu of a medical practitioner's certificate.

Other than specified in this provision, an employee must otherwise comply with the evidence requirements for the taking of personal leave as per the NES.

42.0 Family Violence Leave

42.1 Paid family violence leave

Employees experiencing family violence will have access to personal/sick leave additional paid leave and leave without pay.

An employee experiencing family violence will have access to 10 days per year of paid family violence leave to attend proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family violence.

Family violence leave will be paid at the employee's full rate of pay inclusive of all allowances, penalties and any other amounts that they would have been entitled to had they worked during the period of leave.

Employees are also entitled to up to 10 days per year of paid family violence leave where they are required to support a person experiencing family violence.

An employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.

42.2 Employees experiencing Family Violence

Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.

All personal information about family violence will not form part of the employee records and will be kept confidential.

An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.

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

Delegates and Health and Safety Representatives will be provided time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

43.0 Rehabilitation Leave

43.1 Leave to Attend Rehabilitation Program

An Employee may be granted up to 30 days of paid Rehabilitation Leave to attend an approved rehabilitation program, where the Employer is satisfied that:

- i. The Employee is affected by addiction or a related health condition of any kind, including, but not limited to, alcohol or other drug (AOD) use/misuse or other addictive behaviors (e.g., gambling); and
- ii. The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with addiction or other related health conditions.

43.2 Evidence and Quantum of Leave

- i. On production of proof of attendance at an approved rehabilitation program an Employee will be granted 30 days' paid leave to support completion of the program.
- ii. An Employer may require an Employee taking leave in accordance with this clause to provide evidence that care and support is required. Production of a medical certificate or statutory declaration will satisfy any such evidentiary requirement.

43.3 Other leave

- i. An Employee may utilise leave under this clause in conjunction with any other type of leave.
- ii. For the avoidance of doubt, any leave granted under this clause will not break (and will count towards) an Employee's continuous service.

43.4 Supported return to work

An Employee who has utilised leave under this clause will be supported by the Employer to return to work in a way that is sensitive to their recovery journey and their probable need for ongoing access to AOD support services.

As such, the Employer will give due consideration to any reasonable request from an Employee in recovery or their chosen representative to alter the Employee's working arrangements, including but not limited to:

- i. Flexible working hours to facilitate attendance at appointments or peer support sessions etc.
- ii. Ability to work from home as needed, where reasonable and feasible.
- iii. Flexible use of personal, annual, or long service leave, including single day or half-day absences.
- iv. Access to reasonable unpaid leave.

44.0 Protection of employee entitlements

The parties agree that in the event that a transfer of business is to occur as defined in the FW Act or Incorporated Award Terms and in order to protect employees accrued annual leave entitlements, that the company shall either pay employee entitlement into an agreed industry fund, or enter into bank guarantee, insurance bond or other arrangement to secure assets equivalent to the total amount of such accrued entitlements prior to the transmission occurring.

The accrued entitlements will be calculated to the date on which the transfer of business will occur. Entitlements will be calculated in accordance with the Incorporated Award Terms, legislation or as specified within this Agreement.

Further, the employer agrees that in the event of a transfer of business, the Employer will consult with employees and employee representatives before the transfer of business to monitor the implementation of this sub-clause and the Employer agrees, having regard for confidentiality, that it will table information relevant to the financial viability of the Employer.

Any dispute or issue in connection with the operation of this clause will be resolved in accordance with the dispute resolution procedure set out in this agreement.

The operations of this sub-clause will not change the provision or the application of clause 41.7 “transfer of business” of the Incorporated Award Terms.

45.0 Contractors

Before the employer engages contractors or labour hire companies to do work covered by this Agreement the employer must consult and reach agreement with the Union. For the purpose of the consultation the employer must inform the Union of:

- i. the name of the proposed contractor(s) or labour hire company or companies;
- ii. the type of work proposed to be given to the contractor(s) or labour hire company or companies;
- iii. the number of persons and qualifications of the persons the proposed contractor(s) or labour hire company or companies may engage;
- iv. and the likely duration.

The employer must consult with the Union over issues such as:

- i. safety;
- ii. criteria for the selection of particular contractors or labour hire companies;
- iii. whether having the work done in-house will enhance or diminish job security for employees engaged under the Agreement;
- iv. alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire companies; and
- v. inductions and facilities for contractor and labour hire employees.

45.1 Wages and conditions of contractors and labour hire companies

Contractors and labour hire companies engaged on site by the employer must maintain an appropriate Agreement with the relevant union(s).

To ensure the job security of directly engaged employees, the employer must ensure the wages and conditions of contractors and labour hire companies’ employees engaged to do work covered by this Agreement are no less favorable than the wages and conditions provided for in this Agreement for equivalent or similar work.

46.0 Workplace Flexibility

The terms in this Agreement may be varied by an individual flexibility arrangement (“IFA”).

The Employer will not make an IFA unless the following conditions are satisfied:

- i. The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
- ii. The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
- iii. The IFA must be genuinely agreed to by the employer and the employee;
- iv. The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
- v. The IFA must be able to be terminated:

- a. by either the employee, or the employer, giving written notice of not more than 28 days; or
 - b. by the employee and the employer at any time if they agree, in writing, to the termination
- vi. The IFA must be in writing and signed
- a. in all cases—by the employee and the employer; and
 - b. if the employee is under 18—by a parent or guardian of the employee; and
 - c. The IFA must be given to the employee within 14 days after it is agreed to.

It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

The terms that may be subject to an IFA are:

- i. arrangements for when work is performed, such as working hours,
- ii. overtime rates,
- iii. penalty rates,
- iv. allowances, or
- v. leave loading.

47.0 Consultation

47.1 Introduction of change

At least two weeks prior to the Employer making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and the employee representatives.

"Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

48.0 Rosters and hours of work

When the Employer contemplates changes to regular rostering or ordinary hours of work, the Employer must consult prior to the introduction of the proposed change. The Employer must also:

- (a) discuss with the AMWU, the relevant employees and their representative/s, the introduction of the change; and
- (b) for the purposes of the discussion—provide to the AMWU, the relevant employees and their representative/s:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees, unions covered by this Agreement and their representative to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) consider any views given by the employer about the impact of the change.

48.1 Employer's duty to discuss change

The Employer shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to in clause 47.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt genuine consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions with employees affected and their representatives shall commence as early as practicable. If employee/s appoint a representative for the purposes of this terms, the employer will be notified of the identity of the representative and the employer must recognise the representative.

The Employer will ensure that relevant employees are invited to give their views about the impact of any change (including any impact in relation to their family or caring responsibilities).

For the purposes of such discussion, the Employer shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed, expected effects of the changes on employees and any other matters likely to affect employees.

The Employer shall provide information in languages other than English for employees of non-English speaking background.

48.2 Employer's duty to be reasonable

The Employer shall take reasonable steps to mitigate the adverse effects of change upon employees.

49.0 Amenities

The employer will continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its' employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreement about the adequacy of facilities shall be dealt with through the disputes settlement procedure of this Agreement.

50.0 Accident Pay

The Employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.

"Accident pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers' compensation legislation and the employee's ordinary take home wages, which will increase with the wage and allowance increases contained in this Agreement.

The Employer shall pay or cause to be paid accident pay as defined in this clause during the incapacity of the employee arising from any one injury for a total of 104 weeks whether the incapacity is in one continuous period or not.

In the event that an employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the employer to pay accident pay shall cease from the date of such redemption.

50.1 Return to work after a work related or non-work related injury or illness

The parties agree that an effective and efficient return to work (RTW) process is important to both the employer and employees. The employer wants access to trained and experienced labour and employees want a consistent, easily understood and user-friendly process that reduces stress and uncertainty.

Where an employee is requested to demonstrate that they are fit to return to full duties then a medical certificate from the employee's treating medical practitioner will suffice.

Where an employee can return to work on modified duties, the employer will accept and make every effort to modify the requirements of the position to enable a graduated return to full duties.

An employee, making every effort to RTW will be provided with suitable employment.

51.0 Local jobs and Australian made

The parties are committed to assisting in the development of an industry policy which can deliver real support and direct involvement of all major stakeholders, including Governments. The parties are committed to seeking undertakings from all Governments to give preference to Australian made and manufactured goods and materials.

The parties will consult and determine specific measures that will promote Australian manufactured goods and materials to reduce and indeed eliminate the need to import where manufacture can occur in Australia. To this end the parties will foster, develop, and sustain an environment that facilitates manufacturing growth in Australia, enabling it to compete effectively in a global marketplace. This will be achieved also through continuous improvement in productivity and a highly trained and flexible workforce. The parties will also promote increased investment at the enterprise and industry level and measures to improve employment opportunities.

The Employer where possible will give preference when purchasing goods and materials that the products are Australian made.

52.0 Signatures

SIGNED FOR AND ON BEHALF OF:


Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union
366 Roma St, Brisbane City, QLD, 4000

SIGNATURE: 

Rohan Webb - State Secretary – AMWU QLD/NT 15 November 2024

SIGNED FOR AND ON BEHALF OF:

Shadbolt Group Pty Ltd
Suite 2.9, 371 Macarthur Avenue, Hamilton, QLD

SIGNATURE: 

Stephen Sasse – Bargaining Representative

Friday 15th November 2024

Appendix A - Site Allowance

All Employees who are working on a commercial construction or engineering work site will be paid the following Site Allowance.

The scale of hourly site allowance is:

Total Construction Contract Value in Millions of Dollars			Hourly Site Allowance
50	to	100	\$2.50
100	to	200	\$3.50
200	to	300	\$4.50
300	to	400	\$5.00
400	to	500	\$5.50
500	to	600	\$6.00
600	to	700	\$7.00
700	to	800	\$8.00
800	to	900	\$9.00
900	to	\$1bil	\$10.00
\$1bil and over			\$11.00

All Employees who are working on a commercial construction or engineering work site, in an area other than South East Queensland (SEQ), with a Total Construction Contract value of between \$20 million and \$100 million will be paid a Site Allowance of \$2.50 per hour.

SEQ is defined to mean the local government areas of City of Brisbane, City of Moreton Bay, Logan City, City of Ipswich, Redland City, Scenic Rim Region, Somerset Region, Lockyer Valley Region, City of Gold Coast, Sunshine Coast Region, Toowoomba Region and the Shire of Noosa.

Conditions of payment

The allowances detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and will compensate for all disabilities associated with that worksite.

Appendix B - Wage rates, Redundancy, Training payments, Superannuation

1. Application of this Appendix

The allowances and other payments contained in this appendix are applicable based on the total construction contract value of the project. Other allowances contained in this Agreement will continue to apply (i.e. tool allowance, trade certificate Allowance, etc)

2. Definitions

“Tier 3 Project” means a project with a total construction contract value of less than 50 million dollars.

“Tier 2 Project” means a project with a total construction contract value of more than 50 million dollars and less than 100 million dollars.

“Tier 1 Project” means a project with a total construction contract value of more than 100 million dollars.

“Total construction contract value” means the total cost of all works associated directly or indirectly with the construction project including cost of design, engineering, labour, materials, plant and equipment. The Total construction contract value is not limited to the contract value of the company.

3. Redundancy

The following tables detail the weekly severance payment amounts the Employer must pay into PROTECT per clause 33:

Tier 1 Project - Redundancy payment per week - Clause 33			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$120	\$126	\$138	\$151

Tier 2 Project - Redundancy payment per week - Clause 33			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$85	\$85	\$85	\$85

Tier 3 Project - Redundancy payment per week - Clause 33			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$75	\$75	\$75	\$75

Apprentices shall be eligible for payment of the respective amounts in the proportions detailed in the table below:

Year	Percentage
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

4. Training Payment

The following tables detail the weekly amounts the Employer must pay into HOSTA per clause 26:

Tier 1 Project - Training payment per week - Clause 26			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$30	\$31	\$32	\$33

Tier 2 Project - Training payment per week - Clause 26			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$20	\$21	\$22	\$23

Tier 3 Project - Training payment per week - Clause 26			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$10	\$11	\$12	\$13

5. Superannuation

The following tables detail the weekly amounts the Employer must contribute per clause 28:

Tier 1 Project - Superannuation – Employer Contribution – Per week			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$285	\$300	\$310	\$325

Tier 2 or 3 Project - Superannuation - Employer Contribution – Per week			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
11.5%*	12%*	12.5%*	13%*

* The percentage referred to in this table is the minimum percentage of weekly ordinary time earnings, as defined in clause 28, and shall be increased if the superannuation guarantee level is increased to a rate higher than in the table.

The following tables detail the weekly amounts the Employee must contribute per clause 28:

Tier 1 Project - Superannuation – Employee Contribution (Non- Apprentice*) – Per week			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$72	\$74	\$76	\$78

Tier 2 or 3 Project - Superannuation – Employee Contribution (Non- Apprentice*) – Per week			
On Commencement	From 1 July 2024	From 1 July 2025	From 1 July 2026
\$20	\$22	\$24	\$26

*Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

Appendix C – Classifications and Wage Rates

1. Wages Schedule – Engineering Construction Workers (ECW) – Tier 1 Project

Wage Group	Indicative Functions	Current hourly rate	Full pay period on or after 1 st July 2024 (+5%)	Full pay period on or after 1 st July 2025 (+5%)	Full pay period on or after 1 st July 2026 (+5%)
ECW9 130%	Advanced Engineering Trades Level 2	\$70.34	\$73.86	\$77.55	\$81.43
ECW8 125%	Advanced Engineering Trades Level 1	\$67.64	\$71.02	\$74.57	\$78.30
ECW7 120%	Special Class 3	\$64.93	\$68.18	\$71.59	\$75.17
ECW6 115%	Special Class 2 required to operate as such, Crane operator greater than 160 tonne and commissioning work	\$62.23	\$65.34	\$68.60	\$72.03
ECW5 110%	Special Class 1 required to operate as such	\$59.52	\$62.50	\$65.62	\$68.90
ECW4 105%	Above base Tradesperson and required to work as such, welder special class, instrument tradesperson, mechanical tradesperson special class, sign writer and track layer	\$56.82	\$59.66	\$62.64	\$65.77
ECW3 100%	Boilermaker, fitter, sheetmetal worker 1st class, welder 1st class, refrigeration mechanic, rigger, dogger, air-conditioning tradesperson, battery fitter, structural steel tradesperson, machinist, locksmith, motor mechanic, painter/sandblaster and plant mechanic	\$54.11	\$56.82	\$59.66	\$62.64
ECW2 97.5%	Tack welder, aircon group 1	\$52.76	\$55.40	\$58.16	\$61.07
ECW1 92.4%	Trades assistant, aluminum structural worker, assistant rigger, lagger, sheetmetal worker 2 nd class, aircon group 2 & 3, ironworker and cleaning duties	\$50.00	\$52.50	\$55.12	\$57.88
Apprentice (90% ECW3)	Fourth year	\$48.70	\$51.13	\$53.69	\$56.38
Apprentice (80% ECW3)	Third year	\$43.29	\$45.45	\$47.73	\$50.11
Apprentice (60% ECW3)	Second year	\$32.47	\$34.09	\$35.79	\$37.58
Apprentice (50% ECW3)	First year	\$27.06	\$28.41	\$29.83	\$31.32

2. Wages Schedule – Engineering Construction Workers (ECW) – Tier 2 Project

Wage Group	Indicative Functions	Current hourly rate	Full pay period on or after 1 st July 2024 (+5%)	Full pay period on or after 1 st July 2025 (+5%)	Full pay period on or after 1 st July 2026 (+5%)
ECW9 130%	Advanced Engineering Trades Level 2	\$59.15	\$62.11	\$65.21	\$68.47
ECW8 125%	Advanced Engineering Trades Level 1	\$56.88	\$59.72	\$62.70	\$65.84
ECW7 120%	Special Class 3	\$54.60	\$57.33	\$60.20	\$63.21
ECW6 115%	Special Class 2 required to operate as such, Crane operator greater than 160 tonne and commissioning work	\$52.33	\$54.94	\$57.69	\$60.57
ECW5 110%	Special Class 1 required to operate as such	\$50.05	\$52.55	\$55.18	\$57.94
ECW4 105%	Above base Tradesperson and required to work as such, welder special class, instrument tradesperson, mechanical tradesperson special class, sign writer and track layer	\$47.78	\$50.16	\$52.67	\$55.31
ECW3 100%	Boilermaker, fitter, sheetmetal worker 1st class, welder 1st class, refrigeration mechanic, rigger, dogger, air-conditioning tradesperson, battery fitter, structural steel tradesperson, machinist, locksmith, motor mechanic, painter/sandblaster and plant mechanic	\$45.50	\$47.78	\$50.16	\$52.67
ECW2 97.5%	Tack welder, aircon group 1	\$44.36	\$46.58	\$48.91	\$51.36
ECW1 92.4%	Trades assistant, aluminum structural worker, assistant rigger, lagger, sheetmetal worker 2 nd class, aircon group 2 & 3, ironworker and cleaning duties	\$42.04	\$44.14	\$46.35	\$48.67
Apprentice (90% ECW3)	Fourth year	\$40.95	\$43.00	\$45.15	\$47.40
Apprentice (80% ECW3)	Third year	\$36.40	\$38.22	\$40.13	\$42.14
Apprentice (60% ECW3)	Second year	\$27.30	\$28.67	\$30.10	\$31.60
Apprentice (50% ECW3)	First year	\$22.75	\$23.89	\$25.08	\$26.34

3. Wages Schedule – Engineering Construction Workers (ECW) – Tier 3 Project

Wage Group	Indicative Functions and Occupations	Current hourly rate	Full pay period on or after 1 st July 2024 (+5%)	Full pay period on or after 1 st July 2025 (+5%)	Full pay period on or after 1 st July 2026 (+5%)
ECW9 130%	Advanced Engineering Trades Level 2	\$56.82	\$59.66	\$62.65	\$65.78
ECW8 125%	Advanced Engineering Trades Level 1	\$54.64	\$57.37	\$60.24	\$63.25
ECW7 120%	Special Class 3	\$52.45	\$55.07	\$57.83	\$60.72
ECW6 115%	Special Class 2 required to operate as such, Crane operator greater than 160 tonne and commissioning work	\$50.27	\$52.78	\$55.42	\$58.19
ECW5 110%	Special Class 1 required to operate as such	\$48.08	\$50.49	\$53.01	\$55.66
ECW4 105%	Above base Tradesperson and required to work as such, welder special class, instrument tradesperson, mechanical tradesperson special class, sign writer and track layer	\$45.90	\$48.19	\$50.60	\$53.13
ECW3 100%	Boilermaker, fitter, sheetmetal worker 1st class, welder 1st class, refrigeration mechanic, rigger, dogger, air-conditioning tradesperson, battery fitter, structural steel tradesperson, machinist, locksmith, motor mechanic, painter/sandblaster and plant mechanic	\$43.71	\$45.90	\$48.19	\$50.60
ECW2 97.5%	Tack welder, aircon group 1	\$42.62	\$44.75	\$46.99	\$49.33
ECW1 92.4%	Trades assistant, aluminum structural worker, assistant rigger, lagger, sheetmetal worker 2 nd class, aircon group 2 & 3, ironworker and cleaning duties	\$40.39	\$42.41	\$44.53	\$46.75
Apprentice (90% ECW3)	Fourth year	\$39.34	\$41.31	\$43.37	\$45.54
Apprentice (80% ECW3)	Third year	\$34.97	\$36.72	\$38.55	\$40.48
Apprentice (60% ECW3)	Second year	\$26.23	\$27.54	\$28.91	\$30.36
Apprentice (50% ECW3)	First year	\$21.86	\$22.95	\$24.10	\$25.30

Appendix D – RDO CALENDARS

2024 RDO CALENDAR

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

2025 RDO CALENDAR

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2026 RDO Calendar will be distributed once governmental holiday dates become available

