



CELEBRATING 60 YEARS



**Mulgoa Quarries Pty Limited
Construction Workers and Plant Operators Enterprise Agreement 2024-2028**

ABN 52 001 005 527

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1. TITLE

1.1. The title of this agreement shall be “Mulgoa Quarries Pty Limited Quarry and Construction Workers and Plant Operators Enterprise Agreement 2024-2028”.

2. APPLICATION

2.1. This agreement shall be binding upon the Employer and their employees, employed as Construction Workers (Operators & Labourers) regardless of location or the scope of the work being carried out.

3. PARTIES TO THE AGREEMENT

3.1. This is an agreement between the employees of Mulgoa Quarries Pty Ltd and the Employer Mulgoa Quarries Pty Ltd (the “Employer”).

4. THE AWARD

4.1. Reference in this agreement to “the Award” shall mean the Building and Construction General On-site Award 2020, as varied from time to time.

4.2. Where this agreement is silent the terms of the Award shall apply.

4.3. In the event of any inconsistency between the Award and an express provision of this agreement, the terms of this agreement shall take precedence to the extent of the inconsistency.

4.4. The wage rates and allowances paid under this agreement shall be in substitution for all wage, allowance, and special rate entitlements of “the Award.”

5. TERM OF AGREEMENT

5.1. This Agreement shall operate seven (7) days after it is approved by the Fair Work Commission and shall remain in force for a period of four (4) years from the date of approval.

6. WAGE INCREASES

6.1. The first increase to the base hourly rate of 3.5% shall be made 7 days from the date the Agreement is made.

6.2. Subsequent increases of 3.5% for each year of the life of the Agreement shall be made on the anniversary of the date the Agreement was approved by the FWC.

6.3. The Employer may at any time and at its discretion during the life of the agreement make an increase to an employee’s hourly rate as recognition of effort, capability, and expertise, without the increase resulting in the advancement of the worker to a higher classification.

6.4. Eligibility for a discretionary wage increase per Clause 6.3 shall be determined by assessment of the employee against the “**Ten (10) Point Culture Fit Assessment**” criteria per Appendix B, which also ensures that a fair and objective assessment is made to determine:

- a. The value of the increase.
- b. Approval for an increase.

6.5. Any such increases will be formalised in a letter to advise the employee of the increase, and annual increases thereafter will continue to apply at the agreed rate made between the Employer and the employee.

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

7.1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision shall apply to the extent of the inconsistency.

8. QUALIFYING PERIOD OF EMPLOYMENT

8.1. The qualifying period shall be for a period of six (6) months. Employees will accrue leave entitlements during this period.

8.2. The qualifying period of employment will be used to:

- a. Assess the employee's ability to meet the expectations set out in this Enterprise Agreement.
- b. Assess the employee's ability to meet the work requirements and expectations of the Employer with reference to but not limited by guidelines, standards, culture, and job specification, as changed from time to time.

9. EMPLOYMENT STATUS

9.1. The status of employees engaged pursuant to this Agreement may be:

- i. Full Time.
- ii. Part Time.
- iii. Casual.
- iv. Project Specific.

10. MODEL FLEXIBILITY TERM

10.1. An Employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a. The agreement deals with one (1) or more of the following matters:
 - i. Arrangements about when work is performed.
 - ii. Overtime rates.
 - iii. Penalty rates.
 - iv. Allowances.
 - v. Leave loading; and
- b. The arrangement meets the genuine needs of the Employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- c. The arrangement is genuinely agreed to by the Employer and employee.

10.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- a. Are about permitted matters under section 172 of the Fair Work Act 2009; and
- b. Are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c. Result in the employee being better off overall than the employee would be if no arrangement was made.

- 10.3. The Employer must ensure that the individual flexibility arrangement:
- a. Is in writing; and
 - b. Includes the name of the Employer and employee; and
 - c. Is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:
 - i. The terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. How the arrangement will vary the effect of the terms; and
 - iii. How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - d. States the day on which the arrangement commences.
- 10.4. The Employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 10.5. The Employer or employee may terminate the individual flexibility arrangement:
- a. By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - b. If the Employer and employee agree in writing – at any time.

11. COMMITMENT

- 11.1. The parties to this Agreement are committed to achieving continued improvement which principally focuses upon two (2) fundamental values:
- a. Development of every employee through workplace initiatives.
 - b. Cost reduction measures through improved efficiency, safety, productivity and quality measures.
- 11.2. Our Commitment to these values shall include:
- ✓ Endorsement of our consultative arrangements.
 - ✓ Improved work organisation.
 - ✓ Effective and inclusive communication management.
 - ✓ Support for and implementation of learning and skill development initiatives.
 - ✓ Recognition of prior learning.
 - ✓ Recognition and reward program.
 - ✓ Client focused culture.

12. OBJECTIVES

- 12.1. The objectives of this Agreement are:
- ✓ To provide a sound basis for harmonious Industrial Relations.
 - ✓ Continued focus on Work Health and Safety and Environmental Management.
 - ✓ Shared success with employees through methods of remuneration and reward.
 - ✓ Recognition that flexibility to work organisation and application is one of the business drivers.
 - ✓ To provide a career structure based on skills, competencies, and contribution to overall business performance.
 - ✓ Eliminating lost time through the provision of high-quality work.

13. CONSULTATIVE PROCESS

- 13.1. This term applies if the Employer:
- a. Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 13.2. For a major change referred to in paragraph (13.1) (a):
- a. The Employer must notify the relevant employees of the decision to introduce the major change; and
 - b. Clauses (13.3) to (13.9) apply.
- 13.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 13.4. If:
- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. The employee or employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 13.5. As soon as practicable after making its decision, the Employer must:
- a. Discuss with the relevant employees:
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the employees; and
 - iii. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. All relevant information about the change including the nature of the change proposed; and
 - ii. Information about the expected effects of the change on the employees; and
 - iii. Any other matters likely to affect the employees.
- 13.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (13.2) (a) and subclauses (13.3) and (13.5) are taken not to apply.
- 13.9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a. The termination of the employment of employees; or

- b. Major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
- c. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. The alteration of hours of work; or
- e. The need to retrain employees; or
- f. The need to relocate employees to another workplace; or
- g. The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 13.10. For a change referred to in paragraph (13.1) (b):
- a. The Employer must notify the relevant employees of the proposed change; and
 - b. Subclauses (13.11) to (13.15) apply.
- 13.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 13.12. If:
- a. Relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. The employee or employees advise the Employer of the identity of the representative:
- the Employer must recognise the representative.
- 13.13. As soon as practicable after proposing to introduce the change, the Employer must:
- a. Discuss with the relevant employees the introduction of the change; and
 - b. For the purposes of the discussion – provide to the relevant employees:
 - 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 to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 13.16. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (13.1).

14. MODEL TERM FOR DEALING WITH DISPUTES FOR ENTERPRISE AGREEMENT

- 14.1. If a dispute relates to:
- a. A matter arising under the agreement; or
 - b. The National Employment Standards.

This term sets out procedures to settle the dispute.

- 14.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 14.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 14.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 14.5. The Fair Work Commission may deal with the dispute in two (2) stages:
- a. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. Arbitrate the dispute; and
 - ii. Make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

- 14.6. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 14.7. While the parties are trying to resolve the dispute using the procedures in this term:
- a. An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. An employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, 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 with the direction.
- 14.8. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

15. HOURS OF WORK

- 15.1. The ordinary hours of work under this agreement shall be forty (40) hours per week, eight (8) hours per day Monday to Friday (for the purpose of calculating RDOs) and may commence between 5.00 am and before 12 noon and may conclude by 8.00pm for the purpose of providing eight (8) ordinary hours of work.
- 15.2. Scheduling of hours worked will vary depending on the size, location, and nature / scope of the project.
- 15.3. Employees who need to leave early or start late due to unavoidable circumstances are required to provide notice and seek approval from the Project Manager and Site Supervisor. Approval will not be unreasonably withheld where reasons for such a request have been validated with evidence.
- 15.4. Leaving the workplace early without prior approval is not permitted as it poses a WHS risk. Equally, arriving late without prior notice or approval is not permitted.
- 15.5. Late starts and or ceasing work early without management approval and/or proper justification will result in the employee receiving a Cautionary Notice which if becomes a pattern or routine /behaviour, disciplinary action will be taken, that may include:
 - a. Demotion.
 - b. Rescinding benefits.
 - c. Termination of employment.
- 15.6. Late and early start / finish will result in that time being deducted from weekly wage payments.
- 15.7. Time sheets must reflect the actual start and finish time the employee was at work. Inaccurate recording of start and finish times is considered falsification of a lawful record and will result in disciplinary action, including termination of employment.

16. NIGHT WORKS

- 16.1. The following definition is provided to avoid misunderstanding of the meaning in the context of its application to the Employer in respect of Night Works, which has a different meaning and is distinct from the NES meaning of Night Shift which states:
 - a. A Shift-worker for the purposes of the NES is an employee engaged to work in a system of consecutive shifts throughout the twenty-four (24) hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.
- 16.2. Any other work undertaken, such as Night Work as described in the Agreement that takes place on an ad hoc, non-continuous basis to meet the demands of the business, is not by definition of Clause 16.1 (a) a Shift-worker, and thus s.87 of the Act does not apply.
- 16.3. Night Works is not "Night Shift" as defined in Clause 16.1 (a) above. Night Works is not a regular roster, it is mostly non-consecutive and is driven by Project Specific restrictions and requirements, it is generally short-term.
- 16.4. Night Works may be scheduled any day between Monday to Sunday and commence anytime from twelve (12) noon and conclude before 6am.

- 16.5. A paid rest / meal break of thirty (30) minutes shall be taken after an employee has completed no less than four (4) hours and not more than five (5) hours of work from the time of commencing the Night Works. Paid rest breaks will form part of total hours worked for the Night Works.
- 16.6. Recognising the demands and complexities during Night Work and where a paid rest / meal break of thirty (30) minutes cannot be taken in full. Broken breaks that make up thirty (30) minutes can be taken throughout the course of the Night Works.
- 16.7. An employee rostered for Night Works shall be given at least twenty-four (24) hours' notice of the requirement to do Night Work.
- 16.8. Continuous Night Works Monday to Sunday is work completed without interruption other than for cancellation of works, wet weather, etc, shall be paid at time and a half.
- 16.9. Overtime for Night Work between Monday to Sunday shall be paid at double time.
- 16.10. For non-continuous work made up of both night and day works, where two (2), or more night work shifts are rostered between Monday to Sunday; night work hours shall be paid at 150% for the first two (2) hours and 200% for time worked thereafter. Day work and any top up hours will be calculated and paid at the usual rate for working on days.
- 16.11. On the occasion an employee is rostered to do one (1) night works shift in the working week (Monday to Sunday) the employee shall be paid double time for all hours worked on that shift.
- 16.12. Night work that commences before midnight Friday and extends into the next day shall be regarded as Friday Night Works.
- 16.13. To establish whether the minimum ordinary hours in a week have been worked for a noncontinuous shift, consisting of both night and day work, the first eight (8) hours of each shift shall be calculated to determine that the minimum forty (40) hours of work have been worked.
- 16.14. If the total hours worked fall short of the minimum ordinary hours (40) for the non-continuous roster, the employee shall receive a top up to make up any difference in minimum ordinary hours.
- 16.15. An employee rostered to work after ten (10) continuous hours of rest has concluded following Night Works, they shall be paid for the hours worked at ordinary rates, plus any top up hours to make up the minimum equivalent of forty (40) ordinary hours for the week.
- 16.16. A minimum ten (10) hour break must be taken after a worker completes night work. If an employee is required to recommence daywork before the ten (10) hour break is completed, all hours worked shall be paid at time and half until a ten (10) hour break has been taken.

17. OVERTIME

- 17.1. All overtime worked beyond an employee's ordinary time of work as per Clause 15.1 Monday to Friday, shall have that time deemed as overtime. Each day will stand alone.
- 17.2. The rate of pay for overtime work Monday to Friday shall be paid at one and a half times the ordinary rate of pay for the first two (2) hours and double the ordinary rate of pay for any time worked thereafter.
- 17.3. Employees will be provided with reasonable notice where possible of the option to work overtime.
- 17.4. Employees are expected to make themselves available to work a reasonable number of additional hours.
- 17.5. Reasonable additional hours shall be determined taking into consideration the following factors:
 - a. The Work Health and Safety risk of an employee working any additional hours.
 - b. The personal circumstances of the employee.
 - c. The operational requirements of the employer.
 - d. The amount of notice provided to the employee.
 - e. The amount of notice provided by an employee of an intention to refuse work.
 - f. The number of hours already worked by the employee over the previous four (4) week period.
 - g. Whether the employee is being asked to work on a public holiday or Rostered Day off.
- 17.6. This list is not exhaustive of all possible considerations to take into account when determining reasonable additional hours. Communication with each employee is key in determining reasonability.
- 17.7. Where it is necessary for employees to work overtime, work will be organised so that the employees have at least a ten (10) hour break from duty between work on successive days.
- 17.8. If, on the instructions of the Employer, an employee resumes or continues work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time during ordinary hours until released from duty.
- 17.9. The employee shall then be entitled to be absent for ten (10) consecutive hours without any deduction in pay for ordinary hours.
- 17.10. Where an employee commences work prior to the commencement of ordinary hours, double time will be applicable for the time worked up to the commencement of ordinary hours.

18. WEEKEND AND PUBLIC HOLIDAYS

- 18.1. Overtime shall be paid at the rate of time and a half for the first two (2) hours of Saturday work and double time for all hours thereafter.
- 18.2. On a Saturday, all hours worked after twelve (12) noon will be paid at double time.
- 18.3. Employees required to work on a Saturday will be paid for a minimum of three (3) hours.

- 18.4. Hours worked on a Sunday shall be paid overtime rates of double time for all hours worked.
- 18.5. Employees required to work on a Sunday will be paid for a minimum of four (4) hours.
- 18.6. As a general rule, employees will not work on Public Holidays. An employee that works on a public holiday will be paid at a rate of double time and a half for all hours worked.
- 18.7. Employees required to attend work on public holidays shall be entitled to a minimum of four (4) hours payment.

19. ROSTERED DAYS OFF

- 19.1. For each eight (8) hour day worked between Monday and Friday, employees will be paid for 7.6 hour of work, with 0.4 hours accruing towards a 7.6 hour paid RDO accruing after each nineteen (19) days worked.
- 19.2. In the interest of maintaining Employer continuity and productivity, it is agreed by both parties that the three (3) options in Clause 19.2 will be selected by each employee covered by this agreement when taking RDOs:
 - a. Banked and taken as agreed; or
 - b. Banked and later cashed in; or
 - c. Worked and paid each week.
- 19.3. Once an RDO date has been agreed it may not be changed by the employee or Employer unless mutually acceptable. All RDO dates must be agreed on not less than one (1) week in advance.
- 19.4. RDOs may only be taken in whole days.
- 19.5. All RDOs must be approved by the Employer. Such approval will be subject to the amount of notice provided and operational requirements at the time.
- 19.6. Employees who elect to cash out an amount of accrued RDOs must apply using the "Leave Application" form. The cash out will be paid on the first pay week of each month. RDO cash out will be paid at a rate of time and a half of the pay rates per Appendix A.
- 19.7. At termination of employment all accrued RDOs shall be paid out at ordinary rates of pay per Appendix A.
- 19.8. No employee will be allowed to bank RDOs in excess of eight (8) per calendar year. Excess RDOs will be paid out at the end of each calendar year at the rate prescribed in Clause 19.6.
- 19.9. Should MQ employees be engaged on sites not controlled by MQ as subcontractors or plant hire, then the RDO policy of the site will, if it meets the operational requirements of the Employer, be adhered to by those engaged on the site. Otherwise, the RDO provisions set out in this clause will apply.
- 19.10. In the instance that an employee elects to take two (2) consecutive accrued RDOs that fall during working hours, the employee must complete the "Leave Application" form.

- 19.11. The application to take two (2) consecutive RDOs which fall on a working week must be made at least one (1) week in advance.
- 19.12. No more than two (2) employees will be permitted to have the same RDOs off, unless otherwise approved and agreed by the Employer.
- 19.13. The parties agree the Employer may direct employees to use any part of their banked RDO accruals during times of business downturn, extended periods of inclement weather (i.e. after two (2) consecutive days of inclement weather, remaining inclement weather hours will be exhausted first) or equipment repair/maintenance periods.
- 19.14. Where an employee was required to report to work and subsequently agrees to take that day off as an RDO prior to the commencement of work, where the following occurs:
- i. Client directed stand-down.
 - ii. Business downturn.
 - iii. Machine repairs/breakdown.
 - iv. Inclement weather.

The employee shall be paid an additional one and a half (1.5) hours at the rate prescribed in Appendix A and will also be paid the Daily Fares & Travel Allowance.

20. MEAL ALLOWANCE

- 20.1. At the completion of nine and a half (9.5) hours work an employee is entitled to payment of the "Meal Allowance per day" of \$23.00 in the first year of the Agreement, with \$0.50 increases for each year after that, for the life for the agreement as shown in Appendix A.
- 20.2. On a site where an employee would have completed a nine and a half (9.5) hour day, but the client has ceased work at nine (9) hours, the Employer shall honour the meal break and will pay the allowance as though the employee had worked a nine and a half (9.5) hour day.
- 20.3. An employee who has completed less than nine (9) hours of work will not be entitled to the meal allowance, even if the employee was prepared to work back but the client has ceased work on site.

21. MEAL BREAK FLEXIBILITY

- 21.1. Meal break commencement times may be varied, by agreement to suit individual site requirements and to facilitate productivity requirements and fatigue management practices.
- 21.2. One thirty (30) minute paid meal break shall be taken at not less than four (4) hours and not greater than five (5) hours after commencement of the shift.
- 21.3. Employees working on a Saturday are entitled to one (1) paid break of thirty (30) minutes at overtime rates.
- 21.4. Meal breaks for loader/excavator operators shall be coordinated with consideration given to road transport operations. i.e. transport break times, suitable length of time of absence of vehicles requiring loading, etc.
- 21.5. Staggered meal breaks for loader/excavator operators may be implemented to allow continuous loading of transport vehicles.

22. AMENITIES ACCESS ALLOWANCE

- 22.1. Where a site does not have the required amenities established within a reasonable distance (more than two (2) kms) from where work on site is taking place, the employee(s) will be paid the “Amenities Access Allowance per day” to the value of \$21.00 as shown in Appendix A.

23. DAILY FARES & TRAVEL ALLOWANCE

- 23.1. The designated place of work (Head Office) for the purposes of this Agreement is 44 Tyrone Place, Erskine Park.
- 23.2. A “Daily Fares & Travel Allowance per day” of \$24.00 as shown in Appendix A shall be paid in the first year of the Agreement for each day worked on any construction site or designated workplace that is within a fifty (50) km radius of the Employer Head Office (Clause 23.1). This Allowance is not payable to employee who have been allocated with a Company Vehicle.
- 23.3. Employees shall receive a \$0.50 increase for each year after the first payment for the life for the agreement as shown in Appendix A.
- 23.4. “Daily Fares & Travel Allowance per day” (Clause 23.2) is not payable on wet standdown (per Clause 26.10), RDOs, personal/carer’s leave, annual leave, compassionate leave, long service leave, public holidays, community service leave, parental leave or family violence leave.
- 23.5. Where an employee is required to travel daily to a workplace outside the fifty (50) km radius from the Employer Head Office (Clause 23.1) the employee shall be entitled to:
- a. The allowance as prescribed in Clause 23.2; and
 - b. Payment for the time reasonably spent in travelling from the fifty (50) km radial boundary to the job and return to the radial boundary; and
 - c. An “Additional Travel/Fare allowance per 10km radius over 50km” in Appendix A; and
 - d. The time outside ordinary working hours reasonably spent in such travel shall be calculated at the ordinary hourly onsite rate to the next quarter of an hour.
- 23.6. If an employee is required to transfer from their assigned commencement workplace/site to another workplace/site, using their own vehicle the “Transfer between places of work Allowance” of \$10.00 will be paid as shown in Appendix A.
- 23.7. The distance travelled from one workplace/site to the next must be more than five (5) km away for the “Transfer between places of work Allowance” in Clause 23.6 to be payable.
- 23.8. In addition to the “Transfer between places of work Allowance” in Clause 23.6, all Toll payments, excluding all administration fees or other charges, shall be reimbursed upon production of receipts from the employee.

24. MULGOA EMPLOYEE LOYALTY ALLOWANCE

- 24.1. The “Mulgoa Employee Loyalty Allowance” is designed to reward and recognise full-time employees for their long-term commitment and dedication to the company. This allowance aims to enhance employee retention and morale by providing incentive in recognition for continued and loyal service.
- 24.2. For new employees the Loyalty Allowance will come into to effect after the employee has successfully completed the 6-month Qualifying Period of employment.
- 24.3. Employees who are on Parental Leave (PL) shall continue to receive the Loyalty Allowance for the period Government PL payments are made.
- 24.4. The loyalty allowance will be paid on a weekly basis.
- 24.5. The value of the “Mulgoa Employee Loyalty Allowance” is \$63.00 as shown in Appendix A.
- 24.6. Any leave of absence such as approved medical, parental, annual, RDOs and Long Service Leave shall not affect eligibility.
- 24.7. An employee on any block Leave Without Pay absence (of 5 days or more) shall not be eligible for the Loyalty Allowance during that period of absence.

25. LIVING AWAY FROM HOME-DISTANT WORK

- 25.1. Where an employee is employed on work such a distance from the employee’s usual place of residence that the employee cannot reasonably return to that place each night, the employee will be required to live away from home.
- 25.2. The Employer and the employee will agree on what is reasonable having regard to:
 - a. The distance and time to be travelled; and
 - b. The employee’s personal circumstances; and
 - c. The hours of work for each day.
- 25.3. No employee will be financially disadvantaged due to working on a project requiring them to live away from home.
- 25.4. Where productive work as defined in Clause 51 of this Agreement has occurred, employees engaged on Distant Work will receive the “LAH Distant Work Allowance per day” of \$21.00 as shown in Appendix A.
- 25.5. Employees will be paid at ordinary rates (up to a maximum of eight (8) hours per day) for the time taken travelling from their usual place of residence to the distant site at the commencement and completion of the project.
- 25.6. Compensation for travel by the employee to their principal place of residence during the duration of the project is not obligatory. It shall be by agreement of the Employer and affected employees.
- 25.7. Consideration shall be given by the Employer to scheduling the planned rotation of employees engaged on distant work.

- 25.8. The following shall be considered when determining “special circumstances”, for paid travel compensation during the duration of the project and rotation of employees:
- Impact on the employee’s quality of life.
 - Safety and welfare of the employee.
 - The personal circumstances of the employee.
 - Impact on project efficiency and profitability.
- 25.9. The Employer will offer distant location work to employees. Whilst the Employer may intend to use employees on distant projects, the contractual obligations relevant to the use of local labour and the Employer's competitiveness will be the determining factors. It is also acknowledged that it is not the intention of the Employer to be employing local labour on a distant location while making employees redundant.

Employee Responsible for arranging board, lodging and food

- 25.10. Employees who qualify for the Living Away from Home (**LAFH**) allowance, when responsible for arranging their own board, lodging and food, shall be entitled to the “Living Away from Home (**LAFH**) allowance per week” of \$625.00 as shown in Appendix A. This weekly rate will apply to a five (5) or six (6) day working week.
- 25.11. If a Sunday is required to be worked, i.e. a seventh (7th) day, the employee shall be paid the “Living Away from Home allowance per day” of \$105.00 as shown in Appendix A for the additional day worked.
- 25.12. Where an employee is engaged on distant work for a three (3) or maximum four (4) nights, where they have arranged board, lodging and food, they shall be paid the “Living Away from Home allowance per day” of \$105.00 as shown in Appendix A.
- 25.13. Where an employee is engaged on distant work for a one (1) or maximum two (2) nights, where they have arranged board, lodging and food, they shall be paid the “Short Stay Living Away from Home allowance per day (Max two (2) days)” of \$125.00 as shown in Appendix A.

Employer Responsible for arranging board and lodging

- 25.14. Where board and lodging are arranged by the Employer, employees shall be paid the “Food Allowance Per Day” of \$42.00 as shown in Appendix A.

26. INCLEMENT WEATHER

- 26.1. Inclement weather means the existence of rain or abnormal climactic conditions (hail, extreme cold, high wind, severe dust storm, extreme high temperatures) where it is not reasonable, or it is unsafe, to continue working in those conditions.
- 26.2. The Employer in consultation with the employees, will determine when it is not reasonable or it is unsafe to work due to inclement weather taking into consideration the conditions specific to the site, the skill of the employees and the Work Health and Safety Act 2011.
- 26.3. Employees will contact the Site Supervisor or the Operations Manager as soon as practical to advise of inclement weather and the effect on the work being undertaken. This will not be unreasonably delayed.

- 26.4. Employees affected will be transferred to another site or section of a site where productive work can continue.
- 26.5. The Employer will take a reasonable approach when transferring employees from site to site giving consideration to the distance travelled and the time of the day. The Employer maintains the right to make the final decision.
- 26.6. Where transfer to another site is not appropriate, the affected employees may be required to perform meaningful maintenance tasks, general housekeeping activities, attend skills development, training sessions or general meetings at locations directed by the Employer.
- 26.7. Where there are no appropriate tasks for the employee to undertake, the Employer will not unreasonably refuse permission for the employees to leave site.
- 26.8. Permanent employees will receive thirty-two (32) inclement weather hours per calendar month. New employees who commence permanent employment during the month will receive an entitlement based on a pro rata calculation.
- 26.9. Wet Weather Hours do not accrue if they have not been used during any calendar month.
- 26.10. Where possible, employees will be notified by text message by 5.30am if the inclement weather is such that productive work cannot be undertaken and they are not required to attend site. In this case, employees will be paid eight (8) hours (or remaining available inclement weather hours with balance topped up per Clause 26.12).
- 26.11. Where the employee attends site and then is required to cease work due to impact of inclement weather, they shall have the hours worked topped up with any remaining inclement weather hours up to eight (8) ordinary hours.
- 26.12. If an employee does not have sufficient inclement weather hours to cover eight (8) ordinary hours of work, the employee may elect to use:
 - a. Accrued RDO hours; or
 - b. Annual leave; or
 - c. Leave without pay.
- 26.13. The employee must notify payroll of their choice no later than 8am Wednesday.
- 26.14. During extended periods of inclement weather (two (2) or more consecutive days), the default starting time for employees will be 7am notwithstanding the site's previous usual commencement time.
- 26.15. It may be required that manual handling works be undertaken during inclement weather. Where such work is required, the supervisor will determine the number of employees necessary to complete the required work.
- 26.16. Manual Handling Inclement Weather works excludes compound housekeeping, machinery maintenance works or "general site duties" undertaken during machinery stand down due to inclement weather.
- 26.17. These employees shall be paid their ordinary rate of pay, Productivity Allowance and "Manual Handling Inclement Weather Work Allowance per hour" of \$2.50 as shown in Appendix A only for hours worked.

- 26.18. For clarity, this additional allowance is recognition of an employee's willingness to remain at the workplace and undertake manual handling work that may be required during inclement weather.
- 26.19. Where such work continues for four (4) or more hours the affected employee(s) shall have hours topped up to eight (8) hours for that day at the ordinary rate of pay.
- 26.20. Where such works continues for less than four (4) hours, the remaining unworked time shall be paid as inclement weather hours or per Clause 26.12.
- 26.21. Manual Handling works shall not be commenced without the prior approval of the Supervisor or an Employer Representative.
- 26.22. A time sheet must be completed by the employee clearly stating hours worked, inclement weather hours used and Manual Handling Inclement Weather Work hours (if undertaken).

27. ANNUAL LEAVE

- 27.1. Full time employees will accrue twenty (20) days of annual leave (Pro-rata for part time employees) for each year worked in accordance with the National Employment Standards.
- 27.2. Employees will be paid the standard 17.5 % leave loading on top of their ordinary pay for the period that the employee is on annual leave. Leave loading is paid to compensate for the lost opportunity to work overtime while on annual leave.
- 27.3. This loading is not paid on allowances and other penalty payments.
- 27.4. The Employer recognises the need for employees to take rest and recreation during the year and encourages all fulltime and part-time employees to take their annual leave in the year accrued.
- 27.5. Employees must keep accrued annual leave below the thirty (30) days threshold. An employee with leave that extends beyond the permitted accrued thirty (30) days shall be required to take the excess leave.

28. CASHING OUT OF ANNUAL LEAVE

- 28.1. Principally the Employer remains committed to its "Leave Policy" which promotes the taking of annual leave for the purpose of rest and recreation.
- 28.2. The Fair Work Act 2009 allows for employees to cash out an amount of accrued annual leave so long as the preserved amount of no less than four (4) weeks of annual leave remains after the cashing out of leave has taken place.
- 28.3. The Employer will consider the employee's request and may authorise the relevant employee to have their annual leave cashed out.
- 28.4. A maximum of ten (10) days may be cashed out each quarter (except when cashing out during the taking of long service leave, where a higher amount may be cashed out by agreement with the Employer).

- 28.5. The Employer will not unreasonably withhold the right for an employee to cash out their annual leave, however when a pattern of untaken leave is evident, and accrued entitlements are consistently cashed out, the Employer has the right to refuse cashing out of accrued leave until the employee takes a block of leave, not including the time off during industry shut down.
- 28.6. Employees who elect to cash out an amount of accrued annual leave must apply using the "Leave Application" form. If approved, the cash out will be paid on the first pay week of each month.

29. PERSONAL/CARER'S LEAVE

- 29.1. Full time and Part time employees are entitled to personal/carer's leave in accordance with the National Employment Standards.
- 29.2. Paid personal/carer's leave accrues progressively during a year of service according to the number of ordinary hours worked and accumulates from year to year.
- 29.3. The entitlement to personal/carer's leave is subject to the Employer being satisfied that the illness or injury:
- Is such that it justifies the time off; and
 - Does not arise from engaging in other employment.
- 29.4. The Employer will require a medical certificate where the employee has taken two (2) or more consecutive days off work, unless:
- It is reasonable for the Employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of personal/carer's leave and/or amount of personal/carer's leave taken by the employee; or
 - The Employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury; or
 - The leave is being taken directly before or after a period of approved leave; or
 - The leave is being taken before or after a long weekend, public holiday or RDO.

In the above circumstance, a medical certificate will be required regardless of the period of leave taken.

30. CASHING OUT PROVISIONS OF PERSONAL/CARER'S LEAVE

- 30.1. An employee may elect to cash out a part of their accrued personal/carer's leave and will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 30.2. Approval for cashing out of personal leave cannot be assumed as granted, it is conditional on the Employer's commercial capacity.
- 30.3. Full time employees must preserve an amount of twenty (20) days before they can elect to cash out accrued personal/carer's leave.
- 30.4. An employee may not cash out personal/carer's leave entitlements if their accrued annual leave exceeds twenty (20) days.
- 30.5. Employees who elect to cash out an amount of accrued personal/carer's leave must apply using the "Leave Application" form. If approved, the cash out will be paid on the first pay week of each month.

- 30.6. The Employer will consider the request and may authorise the relevant employee to cash out some of their paid personal/carer's leave. Cashing out approval should not be taken as automatic and understood to be at the Employer's discretion.
- 30.7. A maximum of ten (10) days of personal/carer's leave may be cashed out each year.
- 30.8. Cashing out of personal/carer's leave may not occur on or after an employee resigns and provides the Employer with their notice period or within three (3) months of leaving, whichever is the shorter.

31. COMPASSIONATE LEAVE

- 31.1. This clause applies only to full-time and part-time employees and cannot be cashed out.
- 31.2. Employees are entitled up to two (2) days compassionate leave on each occasion a member of the employee's immediate family or household, contracts or develop a personal illness or injury that poses a serious threat to their life or dies.
- 31.3. An employee taking compassionate leave must give the Employer notice as soon as they can (this may be after the leave has started). The employee must tell the Employer of the period, or expected period, of the leave.
- 31.4. The Employer can request evidence about the reason for compassionate leave (e.g. a death or funeral notice or statutory declaration). This request for evidence must be reasonable. If the employee doesn't provide the requested notice or evidence, they may not get compassionate leave.
- 31.5. For the purposes of this Agreement "immediate family" is an employee's:
 - a. Spouse or former spouse; or
 - b. De facto partner or former de facto partner; or
 - c. Child; or
 - d. Parent; or
 - e. Grandparent; or
 - f. Grandchild; or
 - g. Sibling; or a
 - h. Child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner); or
 - i. Step relations (e.g. stepparents and stepchildren) as well as adoptive relations; or
 - j. Other relatives if they are a member of the employee's household.
- 31.6. Compassionate leave shall also apply when a child is stillborn where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; and, where the employee, or the employee's spouse or de facto partner has had a miscarriage.

32. MATERNITY AND PARENTAL LEAVE

- 32.1. Employees are entitled to maternity and parental leave in accordance with the relevant provisions of the Fair Work Act 2009 and National Employment Standard (NES).

33. LONG SERVICE LEAVE

- 33.1. This clause provides a broad overarching guide on Long Service Leave (LSL), how it is accrued and how it is taken.
- 33.2. The Employer shall register all permanent employees with the Long Service Corporation when engaged upon a Building and Construction site as defined by the Long Service Corporation's definition.
- 33.3. The Employer shall provide details to Long Service Corporation of applicable employment time on Building and Construction sites annually or at suitable intervals.
- 33.4. Applicable Building and Construction sites are as defined as per the Long Service Corporation's definitions. Note that works undertaken on mining, quarrying and landfill sites are excluded by these definitions.
- 33.5. The notice period given to take LSL will be no less than four (4) weeks by either party.
- 33.6. The Long Service Leave Act 1955 provides full-time, part-time, and casual workers in NSW two (2) months paid long service leave when they have completed a continuous period of ten (10) years service and further paid leave after each additional period of five (5) years of service with that Employer.
- 33.7. Under the following circumstances a worker who has completed five (5) years (but less than ten (10) years) of service may be entitled to a payment for pro-rata long service leave when the employee:
 - a. Resigns on account of illness, incapacity, domestic or other pressing necessity; or
 - b. Is dismissed for any reason except serious and wilful misconduct; or
 - c. By reason of the death of the worker.
- 33.8. Long service leave cannot be cashed out, it must be taken as leave or paid on termination, it can be taken in one (1) continuous period, or if the Employer and the worker agree, as follows:
 - a. Where the leave owing is two (2) months - in two (2) separate periods.
 - b. Where the leave owing is between two (2) months and nineteen and one-half weeks in two (2) or three (3) separate periods.
 - c. Where the leave exceeds nineteen and one-half weeks - in two (2), three (3) or four (4) separate periods.

34. TRAINING

- 34.1. The parties to this agreement recognise that an increase in productivity and efficiency is underpinned by a commitment to training and skills development. Training can also result in increased employee engagement, satisfaction, and higher levels of employee retention.
- 34.2. Employees are responsible for embracing a culture of continuous learning, and completing, when made available, core capability & competency specific learning and development relevant to the employee's classification level.
- 34.3. An employee required / directed by Management to undertake training essential for carrying out their duties, the cost of participation will be covered by the company.

- 34.4. The Daily Fares & Travel Allowance shall be paid as detailed in Clause 23.2 for attending training. There will be no additional payment for travel or travel time when an employee is attending training during their usual hours of work.
- 34.5. Out of pocket expenses, such as parking and other work-related expenses shall be reimbursed so long as receipts are produced.
- 34.6. Where an employee requests personal development by way of attending training outside the scope of the position held with the company; Management shall assess the relevance of the training.
- 34.7. Approval to attend training and any payment of costs in part or in total for the training will largely be dependent on the extent of mutual benefit (present or future).
- 34.8. The employee shall be required to sign a learning contract which will set out guidelines for complying with the Approval.
- 34.9. In the event employment is terminated within two years, either by the Employer or the employee, the Employer is authorised to deduct any applicable training costs from the employee's termination payment.
- 34.10. If employment terminates within two (2) years of completing professional development study /training funded by the company, the following repayment guide shall apply in the event employment ceases, either through termination or resignation.
- i. Less than twelve (12) months after completion of the training, 85% of costs for training shall be repaid to the company.
 - ii. More than twelve (12) months but less than twenty-four (24) months after completion, 50% of costs for training shall be repaid to the company.
 - iii. Twenty-four (24) months after training is completed, no repayment obligation remains.

35. LOSS OF LICENSE / TRAFFIC INFRINGEMENT FINES

- 35.1. The Company insists on Safety in the workplace and insists the same on public roads and amenities. This clause is intended to apply to any worker who is covered by the agreement that is issued with a company vehicle or has occasion to drive a company vehicle.
- 35.2. Lawful operations and cautious driving of vehicles is expected. Breaking of road rules and loss of drivers' license points affects the safety of employees, the public and the performance and productivity of the company.
- 35.3. Therefore, any employee who:
- a. Has their license revoked/suspended must immediately notify the company and must cease to drive the company vehicle immediately.
 - b. Receives a traffic infringement must notify the company immediately.
- 35.4. Payment of traffic infringement notices will be the sole responsibility of the employee in charge of the vehicle. Any employee disputing payment of an infringement must provide to management the name of the third party who committed the infringement and the third party's acceptance of such.

- 35.5. Employees agree to provide the company consent to conduct regular Drivers' License Checks, this is a condition of employment for those whose inherent requirements of the job make it mandatory to hold a license and or the company has issued a motor vehicle for the purpose of undertaking work.
- 35.6. Payment of parking infringement notices and unauthorised non-work-related toll usage fees/fines will be the sole responsibility of the employee in charge of the vehicle.

36. WH&S AND ENVIRONMENTAL MANAGEMENT

- 36.1. A commitment to the ongoing management and improvement of the Employer WHS & Environmental program is a fundamental focus of the business.
- 36.2. Every employee will be required to become involved in the responsiveness, implementation and review of the policies and procedures as well as their own safety.
- 36.3. Both parties agree that all employees will undergo training and awareness of safety methods and environmental management initiatives, procedures and practices to be implemented for the life of the Agreement.
- 36.4. It is the responsibility of each individual to notify their immediate supervisor / manager when they have been requested to perform tasks that are either environmentally unsound or when they feel they have no experience, knowledge or ability to perform such a task in a safe manner.
- 36.5. Where an employee suspects that a vehicle/machine is unsafe or environmentally unsound to operate, the employee is to notify their supervisor and record the details on the Daily Plant Inspection Checklist.
- 36.6. Vehicles/machines deemed to be unsafe will remain – locked-out of use until such time that the workshop manager or other suitably qualified Employer representative has declared it safe or environmentally sound.
- 36.7. Any employee involved in, or aware of, a safety or environmental incident or near miss in the workplace must report it immediately to their supervisor and must complete a Health Safety & Environmental Alert Form. The Supervisor shall then take action in accordance with the Hazard Report and Risk Control Procedure.

37. MEDICAL EXAMINATIONS

- 37.1. A condition of employment is the participation in pre-employment medical and ongoing health monitoring for auditory assessment to be conducted every two (2) years.
- 37.2. Health monitoring is carried out by or done under the supervision of a registered medical practitioner with experience in health monitoring. Other than the medical practitioner having experience in the provision of health monitoring, there are no restrictions on who the medical practitioner is.
- 37.3. A pre-employment medical assessment of a person's health is conducted to confirm they are fit to undertake the inherent requirements of the job for which they have applied. The occupational medical assessment will include the following:
 - a. Mobility and dexterity (physical fitness and strength, lifting and loading techniques and ability); and

- b. Physical suitability (identification of predisposition to muscular or ligament injury, sight and visual ability for duties, repetitive tasks capability); and
- c. Hearing Assessment Report; and
- d. Drug and Alcohol screening.

38. EMPLOYEE WARRANTIES

- 38.1. Employees must disclose to the company any prior injuries, illnesses, medical condition and or medications prescribed that may affect the employee's ability to undertake the inherent requirements of the job.
- 38.2. In the event the employee fails to provide such disclosure, or the information is misleading, or incorrect, the company will have the right to terminate the employee's employment.

39. FIT TO WORK

- 39.1. It is a condition of your employment that you are Fit to Work to undertake your assigned duties during each rostered shift.
- 39.2. "Fit to Work" means a state of physical, mental and emotional health, which enables you to perform your duties without endangering the health and safety of yourself or others as determined by the Company at its absolute discretion.
- 39.3. Where the Company believes that you are not Fit to Work, it may, at its absolute discretion, direct you to take a period of personal leave (whether paid or unpaid) until such time as your fitness for work can be determined in line with relevant policies and procedures.
- 39.4. Such a direction may be given at any time.
- 39.5. Where the Company believes that you are not Fit to Work or where you have taken a period of personal/carers' leave which exhausts your accrual, it may, at its absolute discretion, direct you to submit to an examination to be undertaken by the Company's choice of medical practitioner at the Company's expense to assess whether you are Fit to Work.
- 39.6. You agree that the medical practitioner can release any information regarding the examination and whether you are Fit to Work to the Company without the need for your further consent, whether written or oral.

40. NEW EMPLOYEE SAFETY CONTROL ITEMS ISSUE

- 40.1. The Employer will provide new employees with adequate PPE.
- 40.2. Where an Employee does not feel they have the adequate PPE to complete a task, they must notify the Employer's Representative immediately.
- 40.3. Employees must apply and wear the appropriate sun protection items to avoid sun damage to skin.

41. UNIFORM ISSUE

- 41.1. After an employee has completed the employment qualifying period, they will be issued with a standard Employer uniform.
- 41.2. The Employer Uniform shall consist of:
 - a. Three (3) shirts; and
 - b. Three (3) long pants; and
 - c. One (1) jumper.
- 41.3. All the above items supplied by the Employer remain the property of the Employer but are the responsibility of the employee.
- 41.4. The Employer will replace any item after reasonable wear and tear but if lost or damaged through carelessness while in the possession of the employee, the cost of replacement shall fall upon the employee.
- 41.5. Upon termination of employment all Employer issued uniform is to be returned to the Employer.
- 41.6. Where a casual employee has been engaged by the Employer for more than a period of six months, they will be provided with three (3) shirts.

42. FLEXIBLE USE OF LABOUR

- 42.1. Operators may from time to time be allocated to other duties when machine-operating work is not available due to any of the following reasons:
 - a. Inclement weather; or
 - b. Breakdown; or
 - c. Downturn in plant work; or
 - d. High demand in other areas of work; or
 - e. Project necessity; or
 - f. Labour force requirements.
- 42.2. Other duties may include but are not limited to meaningful maintenance duties, housekeeping, manual handling, duties which the employee is adequately trained and competent to undertake.
- 42.3. Where there is work and the employee is deemed fit to complete the alternative/other duties requested by the Employer the employee does not have the right to refuse to complete the directed work.
- 42.4. In the instance where the Employer experiences an unusual downturn in Plant related work the Employer shall assess the situation and will enter into discussions with the affected employees about the ongoing status of their employment with the Employer.

43. CASUAL EMPLOYMENT

- 43.1. The parties agree to the use of casual employees to support peak, short-term project requirements.
- 43.2. A casual employee is one engaged and paid as such and for a minimum period of four (4) hours. Termination of employment shall be by one (1) hour notice or by the payment of forfeiture, as the case may be.

- 43.3. An employee may be employed as a casual employee for a period of three (3) months on a consecutive basis or may be employed as a casual for the term of a project.
- 43.4. Employees engaged as casual employees shall be paid a 25% “casual loading” on top of the applicable rate for their classification. The casual loading is paid as compensation for annual leave, personal/ carer’s leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.

44. PROJECT SPECIFIC & DISTANT JOB ENGAGEMENT

- 44.1. A Project Specific employee is engaged to work on a specific project for the duration of the project or for a specific period of the project.
- 44.2. On engagement of employment the employee shall be provided with a fixed term contract of employment for the expected period of the engagement. The contract shall outline and define the specific nature of the conditions of employment and will remain consistent with this Agreement.
- 44.3. Redundancy provisions shall not apply to workers engaged to work on fixed term / project specific contracts.
- 44.4. Project Specific employment is employment for a specific project or period where the employment will cease at completion of the project or the set time, except:
 - a. Where Summary Dismissal is lawful in which case no notice will be given; or
 - b. Where the employment may be terminated, during the Qualifying Period; or
 - c. Where the employment may be terminated, due to poor performance.
- 44.5. New employee who applies to work on a Distant Project and resides within eighty (80) km radius of the project shall regard the project as the principal place of employment.
- 44.6. Prior to engagement with the Company to work on a distant project the employee shall provide the Company with satisfactory documentary evidence, such as a statement in writing or motor vehicle driver’s license, of their usual place of residence.
- 44.7. An employee who changes their usual place of residence after being engaged by the Company for work on that specific Distant Project, the employee does not become entitled to LAFHA, unless the Company decides, at its sole discretion, given the circumstances, to offer the relevant payment to the employee.

45. TERMINATION

- 45.1. The Employer must give to the affected employee the period of notice based on the period of continuous service calculated as at the time the notice to terminate employment is given to the employee.
- 45.2. The applicable notice period for years of service is detailed in the following table:

Period of Continuous Service	Period of Notice
One (1) year or less	One (1) week
One (1) to Three (3) years	Two (2) weeks
Three (3) to Five (5) years	Three (3) weeks
Five (5) years plus	Four (4) weeks

- 45.3. If an employee is over forty-five (45) years of age at the time of the giving of the notice and has not less than two (2) years continuous service with the Employer, the employee is entitled to an additional one (1) week notice.
- 45.4. With respect to any period of notice the Employer may do any of the following:
- Pay the employee in lieu of any part or all of the notice period.
 - Require the employee not to report to work during the whole or any part of the notice period.
 - Provide the employee with duties different from those which the employee would ordinarily perform.
- 45.5. The required amount of payment in lieu of notice is the amount that the affected employee would have earned, and the Employer would have been liable to pay, if the employee's employment had continued until the end of the required period of notice. That total must be calculated taking into account:
- The employee's ordinary hours of work (as it relates to the employee's employment status); and
 - The amounts ordinarily payable to the employee in respect of those hours, including (for example, allowances, loadings and penalties, (not including overtime).
- 45.6. The period of notice in this clause does not apply in the case of an employee's dismissal for serious misconduct.
- 45.7. The notice of termination required to be given by an employee is one (1) week. Payment of wages will be to the date of termination only.
- 45.8. If an employee and the Employer agree, an employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

46. DISCIPLINE & SUSPENSION FROM WORK

- 46.1. The Company has the right to suspend an employee from duties, without pay, where the Company considers it necessary to investigate allegations of serious misconduct or impropriety against the employee.
- 46.2. During any period of suspension, the employee must continue to be ready, willing, and able to work should the Company recall them to work.

- 46.3. The employee must continue to comply with all lawful directions given to them, which may include attendance at an interview or other meeting.

47. FORFEITURE OF NOTICE PERIOD

- 47.1. An employee who has given (or has been given) notice and absents themselves from work during that period of notice without reasonable cause (proof of which shall lie with the employee) shall be deemed to have abandoned their employment and shall not be entitled to any payment for that period during which they were absent from work.
- 47.2. An employee who has given notice that coincides in any way with previously approved leave and absences themselves from work during part or whole of the period of notice, shall not be entitled to provisions for payment in lieu of the notice for the period of absence.

48. REDUNDANCY

- 48.1. Redundancy means a circumstance where, an employee's employment is terminated on the Employer's initiative, because the Employer no longer requires the job to be done by anyone.
- 48.2. There is no obligation on the company to maintain continuity of employment if there is no work to be done and the job performed is no longer required by the company and or where employment was for a Specific term or Project.
- 48.3. The affected employee will be entitled to a notice period payment as per Clause 45.1 and a Redundancy payment per Table A below, based upon the period of the employee's continuous service with the Employer, at the time the termination took place.
- 48.4. "weeks' pay", means ordinary hours of work as defined in Clause 15.1 of this agreement. "weeks' pay" shall exclude all allowances paid from time to time, overtime, penalty rates, incentive-based payments & bonuses; superannuation; loadings; and any other ancillary payments or separately identifiable amounts; as well as the value of any Employer vehicle provided to the employee.
- 48.5. Where an employee's position is no longer required to be performed and the Employer is able to offer an alternative position to the affected employee[s], which is agreed to be suitable and reasonable, the Employer has no obligation to make a redundancy payment.

Table A

Period of continuous service with the Employer on termination	Redundancy pay period
One year or less	1.75 hours per week of service
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

49. SUPERANNUATION

- 49.1. The Employer shall contribute into a superannuation fund as elected by each employee. Superannuation contributions will be at the prescribed level set by the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.
- 49.2. The Employer will make Superannuation contributions to a Superannuation fund that:
 - a. Is an eligible choice fund that offers a MySuper Product; or
 - b. Is a scheme in which the employee is a defined benefit member.

50. ALCOHOL AND DRUGS

- 50.1. The Employer aims to raise the awareness of its employees, associates and the general public to the dangers and risks associated with drug and alcohol usage in the workplace.
- 50.2. Employees are obliged to comply with the Employer Drug and Alcohol Policy.
- 50.3. The Employer is conscious of the health and safety of employees, associates and public. Each individual has the right to work in an environment that promotes a workplace free from unnecessary added danger and risk that may be as a result of drug and alcohol usage.
- 50.4. The Employer has a zero tolerance for drugs and alcohol in the workplace and will apply any necessary remedial action to maintain a workplace free from the risks associated with the disregard of this protocol.
- 50.5. Random drug and alcohol testing shall be undertaken as part of the Employer's Drug and Alcohol program.

51. PRODUCTIVITY ALLOWANCE

- 51.1. A “Productivity Allowance per hour” of \$2.00 as shown in Appendix A, is assessed daily and paid for all productive hours worked per day and accrued during the pay week.
- 51.2. Productive work shall mean actual time spent on activities that directly contribute to the completion of construction tasks or projects. This work is typically when workers are actively engaged in tasks that advance the progress of construction work under contract.
- 51.3. “Productivity Indicators” are per Appendix C.
- 51.4. The allowance is calculated by the number of productive hours worked in a day multiplied by the “Productivity Allowance per hour”.
- 51.5. The productivity allowance will be paid for each day the employee achieves 80% of the productivity measures set out in Appendix C.
- 51.6. Where the employee does not achieve an 80% productivity result in any given day, they shall not receive productivity payment for that day.
- 51.7. The productivity allowance shall not apply to non-productive work during inclement weather.

52. EMPLOYEE CLASSIFICATION STRUCTURE

- 52.1. Competency assessments against classification levels as per Appendix D shall be undertaken every twelve (12) months and or where any employee is being considered for advancement.
- 52.2. Advancement to a higher classification will be determined by the following factors:
 - ✓ The employee’s ability to demonstrate they have 80% competency at the classification held.
 - ✓ The employee’s ability to demonstrate 60% competency at the higher level.
 - ✓ The Employer requires employees to undertake work at the higher classification.
- 52.3. The Employer reserves the right to set the number of employees it wishes to utilise at higher classification levels. This will always be determined by the workload and number of employees with the Employer at any given time.
- 52.4. Although an employee commencing with the Employer may be of a higher classification than the level they have been employed at with the Employer, the Employer is not obliged to pay the employee at the higher classification rate.
- 52.5. An employee may be downgraded resulting from inability to demonstrate 80% competency necessary to undertake the requisite tasks at a capacity deemed compulsory to the assigned classification level.
- 52.6. Downgrading from a classification will take affect only after the employee has been provided opportunity to demonstrate competency for the required activities deemed compulsory to the assigned classification level.
- 52.7. A reasonable timeframe shall be afforded to reach 80% competency of not less than four (4) weeks and not longer than twelve (12) weeks.

- 52.8. Failure to demonstrate capability after training is provided and the set time frame for competency is reached, the employee shall be downgraded to a classification level most reflective of the employee's competency and ability.

53. RECOVERY OF OVERPAYMENT OF WAGES

- 53.1. The employee agrees that in the event of an overpayment of wages, the Employer may recover the amount of the overpayment by way of deduction from future earnings. If this occurs, the Employer will provide the employee with written notification of the intention to recover the overpayment, the amount to be recovered, and a full explanation for the overpayment.
- 53.2. Additionally, the employee agrees that any monies owing to the Employer upon termination of employment may be deducted from the employee's final termination pay.
- 53.3. In the event of termination of employment, the Employer is authorised to deduct from the final pay whatever monies it may be owed under the employment relationship.
- 53.4. It is the responsibility of the employee to notify the Employer of any changes to their personal details, including bank account(s), address, contact telephone number etc.
- 53.5. The Employer and employee will come to an arrangement that is realistic and does not unnecessarily cause the employee hardship in the recovery of overpayment of wages but does not become too broad that the process itself becomes arduous for the Employer.

54. ABANDONMENT OF EMPLOYMENT

- 54.1. The absence of an employee from work for a continuous period of three (3) days without notification and consent of the Employer or satisfactory explanation will be considered by the Employer as abandonment of their employment.
- 54.2. The employee will write to the employee requiring their attendance for a meeting to discuss the unauthorised absence.
- 54.3. Should the employee refuse to attend and or is a no show, or fails to respond to the Employer's requests, the Employer may take disciplinary action, including termination of employment.

55. RESPECT & CIVILITY AT WORK

- 55.1. Discrimination, bullying & sexual harassment sit within a complex legislative framework, including Federal employment and discrimination laws, equal opportunity, and workplace safety legislation.
- 55.2. The Employer and its employees are committed to complying with their obligations under legislation and will endeavour to prevent unlawful conduct at the workplace that may put an employee at risk of Psychosocial impacts.
- 55.3. Humiliation, intimidation, degradation, gossip, taking credit, scapegoating and hostility will not be tolerated in a workplace striving for respectful inclusivity. A respectful workplace does not tolerate incompetence, lack of productivity or poor performance.

- 55.4. Respect in the workplace means defining and communicating expectations, holding accountability, in a manner that focuses on the work, without demeaning the individual by personal attack.

56. FAMILY VIOLENCE LEAVE

- 56.1. Family violence is defined as violence occurring within a household or between family members.
- 56.2. The violence may be physical, sexual or verbal or it may take the form of continual and habitual psychological, social or financial abuse.
- 56.3. An employee experiencing family violence will have access to his/her accrued paid personal leave accrual for medical appointments, legal proceedings and other activities related to domestic violence. This leave may be taken as consecutive days, single days or as part days with approval by the Employer. Evidence, satisfactory to the Employer, will be required to access paid Family Violence Leave.
- 56.4. Evidence may be in the form of a document issued by the police, a court, a medical practitioner or counsellor accredited to provide support to people experiencing domestic violence or a statutory declaration. The evidence should be provided as soon as is practicable, which may be after the leave.
- 56.5. In addition to the above provisions, if an employee has exhausted his/her paid personal leave accrual, and is the subject of continuing family violence, the employee may request further leave which subject to the sole discretion of the Employer, may be granted as unpaid or paid leave. The granting of leave under these provisions does not form a precedent for future consideration of such requests.

57. NO DISPARAGEMENT

- 57.1. It is a condition of employment that the employee will not during their employment or thereafter at any time disparage the company or any of its directors, officers or employees that is likely to bring the company and its directors, officers or employees into disrepute or ridicule; or where it may otherwise adversely affect the company's reputation.
- 57.2. Any employee found to be conducting themselves in a manner which is contrary to this clause will have their employment terminated.

58. WORKPLACE DELEGATE

- 58.1. Is a person appointed or elected by an employee organisation (e.g. a union) to be a delegate or representative for members working in a particular enterprise.
- 58.2. Workplace delegates have the right to represent the industrial interests of members and persons eligible to be members.
- 58.3. Workplace delegates are entitled to reasonable communication with current members and persons eligible to be members about their industrial interests.
- 58.4. Workplace delegates may represent the interests of current members and persons eligible to be members and they are also entitled to reasonable access to:
- a. The workplace and workplace facilities; and

- b. Paid time during normal working hours, for the purposes of related training.

59. NO EXTRA CLAIMS

- 59.1. The employees of the Employer shall not make any extra claims for any increases in rates of pay or allowances during the term of this agreement.

60. SEVERABILITY

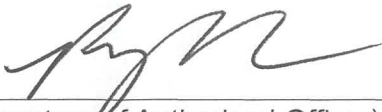
- 60.1. If part or all of any clause of this EA is found to be illegal, void or unenforceable, it will be severed from the EA and will not affect the continued operation of the remaining provisions of this EA.

61. SIGNATORIES

SIGNED ON BEHALF OF MULGOA QUARRIES PTY LIMITED

By its duly Authorised officer:

In the presence of:



(Signature of Authorised Officer)



(Signature of Witness)

Rhy's Thomas

(Print Name of Authorised Officer)

Jung Wook Lee

(Print Name of Witness)

44 Tyrone Place, Erskine Park NSW
(Address of Authorised Officer) 2759

44 Tyrone Place Erskine Park
(Address of Witness) 2759

CFO

(Position of Authorised Officer)

15/11/2024

(Date)

15/11/2024

(Date)

Signed On Behalf of Mulgoa Quarries Pty Limited Employees

By The Employee Representative:

In the presence of:



(Signature Bargaining Representative)



(Signature of Witness)

Doug Challinor Operator

(Name and position title of Bargaining Representative)

Talia Milev - WHS Coordinator

(Name of Witness)

44 Tyrone Place

(Address of Bargaining Representative)

44 Tyrone Place, Erskine Park

(Address of Witness)

15/11/2024

(Date)

15/11/2024

(Date)

APPENDIX A – CALCULATION OF PAY

HOURLY RATES OF PAY

Classification	Approval	At 12 mths	At 24 mths	At 36 mths
Industry NEW Entrant	\$28.12	\$29.11	\$30.12	\$31.18
CW1	\$29.35	\$30.38	\$31.44	\$32.54
CW2	\$30.52	\$31.59	\$32.70	\$33.84
CW3	\$32.80	\$33.95	\$35.14	\$36.37
CW4	\$35.30	\$36.54	\$37.82	\$39.14
CW5	\$37.01	\$38.31	\$39.65	\$41.04
CW6	\$37.85	\$39.17	\$40.55	\$41.96
CW7	\$38.69	\$40.04	\$41.44	\$42.89

ALLOWANCES/BENEFITS

Allowance	2024– 25	2025– 26	2026– 27	2027– 28
Meal Allowance per day	\$23.00	\$23.50	\$24.00	\$24.50
Daily Fares & Travel Allowance per day	\$24.00	\$24.50	\$25.00	\$25.50
Mulgoa Employee Loyalty Allowance	\$63.00	\$63.00	\$63.00	\$63.00
Transfer between places of work Allowance (Plus Tolls upon production of receipts)	\$10.00	\$10.00	\$10.00	\$10.00
Additional Travel/Fare allowance per 10km radius over 50km	\$6.15	\$6.15	\$6.15	\$6.15
Living Away from Home (LAFH) allowance per week	\$625.00	\$625.00	\$625.00	\$625.00
Living Away from Home allowance per day	\$105.00	\$105.00	\$105.00	\$105.00
Food Allowance Per Day (when accommodation provided by Employer)	\$42.00	\$42.00	\$42.00	\$42.00
Short Stay Living Away from Home allowance per day (Max two (2) days)	\$125.00	\$125.00	\$125.00	\$125.00
LAH Distant Work Allowance per day	\$21.00	\$21.00	\$21.00	\$21.00
Productivity Allowance per hour	\$2.00	\$2.00	\$2.00	\$2.00
Manual Handling Inclement Weather Work Allowance per hour	\$2.50	\$2.50	\$2.50	\$2.50
Amenities Access Allowance per day	\$21.00	\$21.00	\$21.00	\$21.00

APPENDIX B – TEN (10) POINT CULTURE FIT ASESSMENT

Compatibility & Culture Contribution INDICATORS		ASSESSMENT GUIDE
1	Works to maximise production results	<ul style="list-style-type: none"> • Applies production knowledge specific to tasks. • Performs all assigned tasks without delay. • Is organised to complete assigned work. • Assists with co-ordinating of resources. • Keeps priorities clearly in mind. • Does what is needed without creating obstacles. • Does not get distracted.
2	Uses tools & equipment correctly	<ul style="list-style-type: none"> • Only operates machines / plant if qualified to do so. • Selects, changes and operates correct attachments. • Complies with Safe Operating Procedures for machinery / equipment. • Machines kept clean & tidy. • Performs preventive & routine maintenance that does not require trade qualifications.
3	Complies with completing Paperwork	<ul style="list-style-type: none"> • Cross checks paperwork for errors. • Submits timely, proper & correct request for leave application. • Provides support for others to complete paperwork on time. • Records accurate cost codes. • Completes pre-start check list.
4	Work Area is maintained in a clean and tidy state	<ul style="list-style-type: none"> • Maintains a clean and tidy work area. • Cleans up and tidies work area at end of shift. • Demonstrates pride in the presentation of work area. • Reports carelessness & damage of equipment. • Stores & secured Tools / equipment in designated location. • Assists with removal of metal scraps and off cuts.
5	Complies to WHS Protocol & Rules	<ul style="list-style-type: none"> • Wears correct PPE. • Assist with site safety checks. • Reports unsafe work situations, incidents / accidents. • Does not perform work that is in breach of safety system. • Complies with workplace safety policies & rules.
6	Applies Quality Controls	<ul style="list-style-type: none"> • Complies & checks quality Specifications. • Corrects own work to deliver error free results. • Identifies and corrects errors. • Knows difference between workable material and waste. • Applies care to execution of own work. • Works co-operatively with others to avoid errors.
7	Communicates with Respect & Civility	<ul style="list-style-type: none"> • Expresses opinions clearly. • Engages in respectful communication. • Uses appropriate language. • Does not intimidate or belittle others. • Does not make racist / sexist slurs. • Does not swear, yell or scream.

8	Attendance	<ul style="list-style-type: none"> • No systematic or consistent absenteeism taken. • Does not consistently leave early or leave work area to take extra ordinary amenity breaks. • takes leave when needed without impact on health of others. • starts work without stalling or malingering. • Arrives early & ready to start work. • Produces legitimate medical certificates. • Provides early notification of intended absence.
9	Accepts Responsibility.	<ul style="list-style-type: none"> • Thinks ahead. • Quick to respond to challenges and setbacks • Suggests alternative methods of getting a task completed. • Is proactive, doesn't have to be told what to do next. • Is positive in response to changes as they occur. • Takes on a developing situation.
10	Open to knowledge sharing	<ul style="list-style-type: none"> • helpful & gives time to assist others • assist with development of training related information • provides mentorship to co-workers • shares experience & knowledge. • provides support to maximise learning • Integrates learning into daily activities

APPENDIX C – PRODUCTIVITY INDICATORS

PRODUCTIVITY INDICATORS CW1-CW6

No.	Weight	Productivity Indicators	Assessment Guide
1	25%	Works to maximise production results	<ul style="list-style-type: none"> • Applies production knowledge specific to tasks • Performs all assigned tasks without delay. • Is organised & completes assigned work • assists with co-ordinating of resources • keeps priorities clearly in mind • Does what is needed without creating obstacles • Remains focused & not easily distracted
2	10%	Complies with completing Paperwork	<ul style="list-style-type: none"> • Cross checks paperwork is error free • Submits timely, proper & correct request for leave application • Provides support for others to complete paperwork on time • records accurate cost codes • completes pre-start check list
3	10%	Work Area is maintained in a clean and tidy state	<ul style="list-style-type: none"> • maintains a clean and tidy work area • Cleans up and tidies work area at end of shift • Demonstrates pride in the presentation of work area. • Reports carelessness & damage of equipment • Stores & secures Tools / equipment in designated location. • assists with removal of scraps and waste
4	25%	Complies to WHS Protocol & Rules	<ul style="list-style-type: none"> • Wears correct PPE • Assist with site safety checks. • Reports unsafe work situations, incidents / accidents • Does not perform work that is in breach of safety system • Complies with workplace safety policies
5	20%	Applies Quality Controls	<ul style="list-style-type: none"> • Complies & checks quality Specifications • Corrects own work • Identifies and corrects errors • Knows difference between workable material and waste • Applies care to execution of own work • Works co-operatively with others
6	10%	Attendance	<ul style="list-style-type: none"> • No systematic or consistent absenteeism • Does not consistently leave early or take extra ordinary amenity breaks • takes leave appropriately not to impact on health of others. • starts work without stalling or malingering. • Arrives early & ready to start work. • produces legitimate medical certificates. • Provides early notification of intended absence
TOT	100%		

PRODUCTIVITY INDICATORS CW7

No.	Weight	Productivity Indicators	Assessment Guide
1	20%	Works to maximises production & output results	<ul style="list-style-type: none"> • Quick to identify and act on potential delays • Responds with urgency to mishaps and delays • Eliminates / minimises construction delays through proper planning • Avoids unnecessary complications • Notifies management about material discrepancies on site • Off hires plant & equipment promptly when not required • Provides Allocators sufficient notice regarding need for materials, plant, equipment and labour. • Applies effective use of available resources • achieves maximum results with limited resources/ materials • Manages the utilisation of External hire Labour / subcontractors. • Promptly informs resource allocators of changes to resource requirements
2	20%	Complies with completing Paperwork	<ul style="list-style-type: none"> • Cross checks that paperwork is error free • Submits timely, proper & correct request for leave application • Provides support for others to complete paperwork on time • records accurate cost codes • completes pre-start check list • Check drawings / plans prior to the commencement of work • Checks that time sheets are accurate • Accurately Assesses Productivity for all Staff from CW1 to CW6
3	20%	Team Direction & Support	<ul style="list-style-type: none"> • Understands team strengths, weaknesses and preferences • Displays personal interest in the well-being of Direct Reports • Manages conflict through a participatory approach • Provides positive and constructive feedback to the team • Communicates necessary information to direct reports • Monitors, tracks and encourages the successful completion of allocated tasks. • Prepares for, assists and provides objective performance assessments • Makes recommendations for training / competency assessment of CCWs
4	20%	Complies to WHS Protocol & Rules	<ul style="list-style-type: none"> • Promotes the positive adherence to WHS • Reports carelessness & damage of equipment • Takes responsibility for the implementation and ongoing adherence of safety system • monitors CCWs for compliance with WHS • Promptly addresses non-compliance on site • Reviews and monitors adherence to SWMS & Take5s • Reports consistent negligence of safety matters manager. • Reports incidents & accidents promptly using the correct process • Wears correct PPE & Uniform • Assist with site safety checks.
5	20%	Applies Quality Controls	<ul style="list-style-type: none"> • Complies & checks quality Specifications Knows difference between workable material and waste • Applies care to execution of own work • Works co-operatively with others • Corrects own work • Identifies and corrects errors • Knows difference between workable material and waste • Applies care to execution of own work • Works co-operatively with others • Assists Engineers with development of ITP's • prior to commencement of work checks that ITPs are completed for the appropriate stages of work
	100%		

APPENDIX D - EMPLOYEE CLASSIFICATION STRUCTURE

OPERATION	SOFT SKILLS
<p>New Entrant - Labour</p> <p>OHS Industry Induction Card Completion of Company Specific Induction and understanding of MQ Workplace Policies</p> <p>Understands and applies safe techniques when:</p> <ul style="list-style-type: none"> • Operating manual and power-driven hand tools • Working around moving plant • Performing manual handling <p>Can operate under instruction:</p> <ul style="list-style-type: none"> • Quick cut saws • Plate compactors, and • Pumps <p>Correctly and safely installs:</p> <ul style="list-style-type: none"> • Star pickets • Parra-webbing fencing • Silt fencing • Shade cloth, and • Sandbags <p>Learning to apply proper use of the following:</p> <ul style="list-style-type: none"> • Spirit level • Tape measure • String lines <p>Learning the below on ground skills:</p> <ul style="list-style-type: none"> • Reading of survey pegs • Offsetting of survey pegs 	<p>New Entrant - Labour</p> <ul style="list-style-type: none"> • Adapts well to the civil construction environment. • Attends and actively participates in pre-start meetings. • Demonstrates enthusiasm for and interest in construction tasks. • Displays Basic Teamwork skills and collaborates towards achieving shared goals. • Recognises the significance of workplace safety. • Identifies and reports safety hazards and / or injuries immediately. • Communicates effectively. • Possesses basic computer skills and app operation. • Engages in learning about high-risk construction activities. • Acquires knowledge about tolerance in relation to quality control. • Upholds standards of workplace behaviour and conduct. • Takes responsibility for completing tasks on program. • Understands the process and application of SWMS and how to apply the appropriate PPE etc. • Understands the hierarchy of safety controls and reporting chain.

CCW1	CCW1
<p>Independent safe use of:</p> <ul style="list-style-type: none"> • Quick cut saws, • Hand power tools, • Plate compactors, • Rammers, • Pumps. <p>Developing capability to lay:</p> <ul style="list-style-type: none"> • Agg-line • Conduits • No fines <p>Independent application and proper use of the following:</p> <ul style="list-style-type: none"> • Spirit Level • Tape measure • String Lines • Reading/Offsetting of Pegs • Potholing <p>Under instruction operates any one of:</p> <ul style="list-style-type: none"> • Small tippers • Roller 	<ul style="list-style-type: none"> • Skills equivalent to a New Entrant - Labour • Learning to install environmental controls. • Checks tolerances specific to quality control. • Complies with safety controls. • Understands Permit to Excavate rules for early identification of services. • Demonstrates sound numeracy and measurement skills. • Participates in group setting for Take 5s. • Completes relevant forms and documents legibly. • Understands principles for flocculating basins.

CCW2	CCW2
<p>Without supervision Lays:</p> <ul style="list-style-type: none"> • Agg-line • Conduits • No fines pad <p>Applies correct compaction. principles under Supervision. Correctly boxes out and trims using string line and pegs. Installs environmental controls correctly. Flocculates basins correctly. Operates under instruction:</p> <ul style="list-style-type: none"> • GPS • Laser level <p>without supervision operates any one of:</p> <ul style="list-style-type: none"> • Small tippers • Roller <p>Under instruction</p> <ul style="list-style-type: none"> • Dump Truck • DT water cart 	<ul style="list-style-type: none"> • Skills equivalent to a Construction Worker Level 1 • Acquiring skills in reading plans. • Building knowledge of pavement materials. • Learning the construction sequence for road and bulk earthworks. • Reviews work and makes necessary corrections. • Communicates ideas clearly and respectfully • Maintains honesty and transparency about work progress and reports any setbacks.

CW3	CCW3
<p>Assess compaction requirements correctly. Assists in resource co- ordination. Sets up laser level without supervision. Applies correct construction sequence for road and bulk earthworks. Intermediate material handling and sorting capability. Training or operation of both of the following under instruction:</p> <ul style="list-style-type: none"> • Compactor • Loader / Excavator <p>Operates all the following without supervision:</p> <ul style="list-style-type: none"> • Dump truck • Dump Truck Water Cart <p>Developing to operate GPS Rover. Learning to quantify material usage.</p>	<ul style="list-style-type: none"> • Skills equivalent to a Construction Worker Level 2 • Aspiring to become a Leading Hand. • Demonstrates responsibility and discipline. • Begins work after receiving clear instructions. • Reviews own work and that of others at CCW3 level. • Remains productive with or without supervision. • Committed to the Quality, Safety, and Environment (QSE) culture. • Understands the various uses of pavement materials. • Learning the principles of Unit Cost Analysis. • Identifies safety controls for high-risk construction activities. • Learning to facilitate Take 5 meetings. • Gaining knowledge about mass and dimension limits for loading trucks. • Shares challenging updates with transparency. • Resolves disagreements with well-reasoned explanations.

CCW4	CCW4
<p>Training or operation of both of the following under instruction:</p> <ul style="list-style-type: none"> • Excavator (GPS) • Dozer (GPS) • Grader (GPS) <p>Operates all of the following without supervision:</p> <ul style="list-style-type: none"> • Dump truck • Dump Truck Water Cart • Compactor • Loader 	<ul style="list-style-type: none"> • Skills equivalent to a Construction Worker Level 3 • Aspiring to become a Crew Leader. • Disciplined in actions and conduct. • Self-directed in work tasks. • Productive in both team settings and independent work. • Creates an inclusive environment for all workers to share ideas and feedback. • Applies quality control to own work and that of others. • Communicates clearly and thoughtfully. • Utilises software relevant to the job. • Provides accurate and transparent updates on daily activities. • Assists with Toolbox Talks. • Facilitates small group Take 5 meetings. • Implements Quality, Safety, and Environment (QSE) practices. • Accurately quantifies unit costs. • Learning to facilitate Site Inductions.

CCW5	CCW5
<p>Training or operation of all of the following under instruction:</p> <ul style="list-style-type: none"> • Excavator (Final Trim) • Dozer (Final Trim) • Grader (Final Trim) <p>Operates all of the following without supervision:</p> <ul style="list-style-type: none"> • Dump truck • Dump Truck Water Cart • Excavator (With GPS) • Dozer (With GPS) • Grader (With GPS) 	<ul style="list-style-type: none"> • Skills equivalent to a Construction Worker Level 4 • Functioning Crew Leader • Demonstrates sound reading and interpretation of plans. • Effectively communicates in both written and verbal forms. • Shares knowledge with crew. • Provides objective feedback for reviews of CCW. • Correctly utilises relevant software applications. • Encourages positive behaviours among team members. • Takes ownership in providing feedback to workers for improvement. • Facilitates site inductions. • Learning about cost codes for work activities.
CCW6	CCW6
<p>Operates all the following without supervision:</p> <ul style="list-style-type: none"> • Dump truck • Dump Truck Water Cart • Compactor (With GPS) • Loader • Excavator (With GPS) • Dozer (With GPS) • Grader (With GPS) • Excavator (Final Trim) • Dozer (Final Trim) • Grader (Final Trim) 	<ul style="list-style-type: none"> • Skills equivalent to a Construction Worker Level 5 • Functioning Leading Hand • Controls costs to align with program timelines. • Provides objective assessments of Productivity and culture fit for CCWs. • Codes daily site costs accurately. • Delivers effective Take 5 meetings. • Demonstrates mature conflict resolution skills. • Tracks and manages overtime effectively. • In training to become a supervisor. • Reminds workers of their critical responsibilities for task and deadline completion. • Empowers workers to seek solutions and proactively resolve issues. • Participates in and contributes to the preparation for internal QSE audits.
CCW7	CCW7
N/A	<ul style="list-style-type: none"> • Skills equivalent to a Construction Worker Level 6 • Ability to effectively run all aspects of multi-disciplined projects • Displays competency in the Supervisory Responsibilities and Duties as per the Site Supervisor's Job description

Full Name	Address	Capacity	Signature	Date
Rhys Thomas	44 Tyrone Place, Erskine Park NSW 2759	Employer		12/11/2024
DOUG CHALLINOR	44 TYRONE PL, ERSKINE PARK NSW. 2795.	Employee Representative		12/11/2024
Glen Christie	44 tyrone pl Erskine Park NSW 2795	Employee Representative		12/11/2024
CRAIG CALLAHER	44 TYRONE PL ERSKINE PARK NSW 2795	Employee Representative		12/11/2024
Ben Hughes	44 Tyrone pl Erskine park	Employee Representative		12/11/24
		Employee Representative	