

**OK STEELEX SERVICES PTY LTD - AWU  
WESTERN HARBOUR TUNNEL  
GREENFIELDS AGREEMENT  
2024 -2027**

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## Part 1 - DEFINITIONS

In this Agreement the following definitions will apply:

**"ACIRT"** means the Australian Construction Industry Redundancy Trust.

**"Agreement"** means the OK STEELEX SERVICES PTY LTD – AWU Western Harbour Tunnel Greenfields Agreement.

**"Award"** means the Building and Construction General On-Site Award 2020 (MA000020), as at the date of approval of the Agreement.

**"All Purpose Rate"** means the wage rate provided at Appendices A and B of this Agreement, plus any applicable all-purpose allowance as prescribed within this Agreement for ordinary hours.

**"AWU"** means The Australian Workers' Union.

**"Broken Shift"** means as prescribed at clause (for 6.6 Day Workers) and clause 6.7(f) (for Shift Workers).

**"Certificate"** means any certificate provided by a recognised Registered Training Organisation provider that outlines competencies obtained.

**"Client"** means an organisation who the Company is contracted to provide services.

**"Close relative"** of the Employee is a person who is a member of the Employee's immediate family or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

**"Commencement Date"** means the seventh day after the Agreement has been formally approved by the Fair Work Commission.

**"Company"** means the OK STEELEX SERVICES Pty Ltd. "Company" has the same meaning as "Employer" as is defined in the FW Act.

**"Consultative Committee"** means the committee established in accordance with this Agreement.

**"Continuous Shift Worker"** for the purposes of the National Employment Standards (NES), means an Employee engaged to work in a system of consecutive shifts throughout the 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 Company) and who is regularly rostered to work those shifts.

**"Critical Works"** means demobilizing a mobile crane, completion and protection of concrete pours, critical shutdown activities, emergency work and any work required to ensure safety or environmental legal compliance.

**"Day Shift"** means a shift starting on or after 5.00am and before 10.00am on any days of the week, as agreed by the parties. A Day Shift may commence prior to 5.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

**"Day Worker"** means an Employee engaged to commence work at or after 5.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior to 5.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings. Commencement before 5.00am will be considered overtime. For the avoidance of doubt, a Day Worker is not a Shift Worker.

**“Employee”** means a person employed by the Company on the Western Harbour Tunnel Project, who performs work covered by the scope set out in clause 2.3 of this Agreement, and who is engaged in one of the Classifications at Appendix A of this Agreement, in respect of that particular employment.

**“Family and domestic violence”** means violent, threatening or other abusive behaviour by a close relative of an Employee that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.

**“FW Act”** means the *Fair Work Act 2009* (Cth), as amended from time to time.

**“FWC”** means the Fair Work Commission.

**“Health and Safety Representative”** is as defined in the WHS Act.

**“Ordinary Hours”** means the ordinary hours that the Employee is required to work, being 8 up to hours per day, Monday to Friday inclusive, and an average 36 hours per week worked over a 4-week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1(b))

**“Ordinary Time Hourly Rate”** means the Employees base hourly rate of pay as set out at Appendices A and/or B of this Agreement.

**“National Employment Standards”** (NES) are minimum standards applying to employment conditions, prescribed in the FW Act.

**“Night Shift”** means a shift starting at or after 6.00pm and before 5.00am, unless agreed between the parties, on any days of the week.

**“Party”, “Parties”, and “parties”** means as prescribed at clause 2.2 as the context may require.

**“Project”** means the Western Harbour Tunnel Project.

**“Safety Committee”** means a committee established in accordance with the WHS Act.

**“Shift Worker”** means an Employee engaged to work continuously for five or more shifts on either Day Shift or Night Shift and who rotates between these shifts).

**“Wage Rate”, “Base Rate of Pay”, “Ordinary Time”, or “Ordinary Time Rate”** means the Employees base hourly rate of pay as set out in Appendices A and B of this Agreement.

**“WHS Act”** means the *Work Health and Safety Act 2011* (NSW), *the Work Health and Safety Regulation 2017* (NSW), and associated regulations, as amended from time to time.

**“WHS”** means Work, Health and Safety.

**“Work Health and Safety Committee”** means a committee established in accordance with the WHS Act.

## Part 2 - APPLICATION OF AGREEMENT

### 2.1 Title

This Agreement will be known as the OK STEELEX SERVICES PTY LTD – AWU Western Harbour Tunnel Greenfields Agreement ("**the Agreement**").

### 2.2 Application & Coverage

The Agreement covers and applies to each of the following parties:

- a) OK STEELEX SERVICES Pty Ltd ("**the Company**"); and
- b) The Australian Workers' Union ("**the Union**"); and
- c) All persons employed by the Company on the Western Harbour Tunnel Project who perform work covered by the scope set out in clause 2.3 of this Agreement, and who are engaged in Classifications prescribed in Appendices A and B of this Agreement, in respect of that particular employment ("**the Employees**").

### 2.3 Scope

The works on the Project that fall within the scope of the Agreement are Steel Fixing in road Pavement (CRCP).

This Agreement does NOT apply to:

- a) Tunnel Excavation or related activities
- b) Personnel carrying out work not covered by the Classifications contained in this Agreement;
- c) Administrative, supervisory or managerial personnel, engineers, technicians, surveyors, paramedics, nursing or medical support personnel;
- d) Persons engaged in transportation or deliveries, including, but not limited to, material and/or equipment to and/or from the Project;
- e) Security personnel;
- f) Persons engaged on site through arrangements with bona-fide subcontractors;
- g) Personnel employed by any subcontractor, specialist contractor and/or supplier;
- h) Off-site work, associated with the Project performed by subcontractors or suppliers;
- i) Persons engaged in manufacturing or fabrications of material or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, reinforcement cages, batch plants, other precast products and reinforcement fabrications;
- j) Commissioning and operations;
- k) Persons undertaking the installation of temporary buildings and related services;
- l) Persons engaged in the transportation or delivery of material and/or equipment to and/or from the Project.

- m) Warranty, defects liability, repairs and/or maintenance work performed by or on behalf of the manufacturers and/or distributors of goods, material or equipment provided to the Project;
- n) Work not contained within the scope of the Project; and
- o) All work conducted on the Project relating to utilities.

## 2.4 Date and Period of Operation

- p) This Agreement will take effect seven (7) days after it is formally approved by the Fair Work Commission (**FWC**) and shall have a nominal expiry date of 20 October 2027
- q) This Agreement will remain in operation after its nominal expiry date until replaced by another agreement or terminated, in accordance with the FW Act.

## 2.5 Objectives of Agreement

The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of the Project on time and within budget forecasts.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

- a) To establish an agreed set of conditions of employment;
- b) To continue to develop and implement:
  - (i) Excellence in WHS – The parties are committed to acting safely to ensure a safe project and to achieving the best possible outcomes in relation to WHS, in accordance with the relevant legislation and associated regulations and codes of practice and Company policy and procedures;
  - (ii) Quality of Work – The parties are committed to delivering a high-quality project to meet the requirements of the Project whilst also meeting and exceeding related objectives of completion ahead of the program timeframe and on budget cost performance;
  - (iii) Community Impact – The parties recognise the nature and location of the Project presents unique challenges and are therefore committed to minimising any negative impact upon the community arising from the Project;
  - (iv) Excellence in Environmental Management – The parties recognise that the location and nature of the Project provide unique challenges in relation to environmental matters and are committed to ensuring that any negative impacts upon the environment are minimised;
  - (v) Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation.
- c) Maximum Flexibility – The Company and parties to the Agreement will encourage and accept flexibility of jobs and duties and acceptance of improved work organisation to limit unproductive time.



- d) Constructive Workplace Culture – The parties recognise the importance of a constructive workplace culture to achieving Project objectives. In particular the parties are committed to demonstrating a culture of collaboration, diversity and inclusion, communication, and mutual respect in the achievement of shared goals.
- e) Employee Development Legacy – The parties recognise the value of structured learning and development to Project and industry success and to the job opportunities of all Employee(s) and will accordingly co-ordinate, deliver and participate in such development. This will also be in support of the Company's Skills & Employment priorities including:
  - (i) Maximising equitable employment, training and career development opportunities for all our communities – benefiting local people and valuing diversity in our workforce;
  - (ii) Building skills today for the workforce of tomorrow – inspiring and providing opportunities for young people to pursue and develop careers in construction and engineering, capturing future talent and ensuring a sustainable workforce for the future;
  - (iii) Developing our skills base – growing our capability and industry competitiveness through developing our workforce, delivering an enduring New South Wales skills legacy for the construction industry.
- f) To avoid industrial action by following at all times the agreed disputes resolution procedure, so as to maintain a dispute-free work site culture;
- g) To encourage affirmative participation, the Company will, where possible, strive to increase its employment of Indigenous and/or Torres Strait Islanders, Women, Trainees and Apprentices;
- h) To pay Employee(s) fair wages and provide enhanced employment conditions;
- i) To help Employee(s) apply a proper balance between work and family/social life; and
- j) Legal & other Government and Client requirements – The parties recognise the importance of adhering to all local, State and Federal statutory requirements including, but not limited to: the FW Act and legislative, Government and client obligations as amended from time to time.

## 2.6 Commitments

The parties agree to ensure that:

- a) The Company and Employee(s) work together constructively in the pursuit of an operation where people are flexible, willing to learn and contribute to their fullest;
- b) Employee(s) perform work as requested, provided it is within their range of skills and competence, and are provided with rewarding jobs and treated with dignity and respect;
- c) The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;
- d) The Agreement is consistent with the provisions of the FW Act;

- e) The Parties comply with their work health and safety obligations and productivity gains will not be achieved at the expense of health and safety standards;
- f) The disputes settlement procedures provided herein are strictly adhered to; and
- g) The Parties will treat each other with respect and in a fair manner.

## **2.7 Relationship to the FW Act, Other Awards and Agreements**

- a) This Agreement operates subject to Chapter 2 of the FW Act to provide terms and conditions employment for Employee(s) of the Company who are covered by this Agreement.
- b) The terms and conditions of the Building and Construction General On-Site Award 2020 (“the **Award**”) are hereby expressly incorporated as terms of this Agreement as if the same were set out in full herein and shall be binding upon the parties during the currency of the Agreement, by operation of this Agreement. Unless otherwise provided, an Award provision shall not apply where the subject matter of the provision is dealt with in this Agreement.
- c) In the event of any inconsistency between the terms and conditions of the Award which are incorporated into this agreement by operation of (2.7 (b)) above and any other express provision of this Agreement, the express provision/s of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise or unless contrary to law
- d) The relevant Award for the purpose of applying the better off overall test under the FW Act to this Agreement is the Building and Construction General On-Site Award 2020.
- e) This Agreement will be read in conjunction with the NES.
- f) Where the Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:
  - (i) Those terms operate in parallel with the Employee’s NES entitlement, but not so as to give the Employee a double benefit; and
  - (ii) The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to this Agreement entitlement.

## **2.8 No Extra Claims**

The Parties bound to this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.

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

## **Part 3 - CONDITIONS OF EMPLOYMENT**

### **3.1 Continuous Operations**

The Parties recognise that the underground excavation and construction activities on the Project present unique operational requirements that may require operations to continue without interruption.

Specifically, the Parties agree that continuous operations (twenty-four hours a day, seven days a week) and work flow be maintained on the Project, which may take the form of, for example, compressed rosters and extended shifts, including but not limited to the following area of activity:

- a) Tunnelling operations both in rock and soft ground;
- b) Critical concrete pours;
- c) Operations involving traffic safety management;
- d) Tunnel support activities (surface and underground) and the supply of materials to tunnel activities;
- e) Spoil removal and spoil haulage activities to stockpiles;
- f) Pumping and dewatering activities;
- g) Work required to stabilise any excavation against collapse;
- h) Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above.

In such cases as listed above, appropriate safe staffing of equipment will be required.

The parties agree that continuous operations in these areas referred to above will include continuing to operate in periods of inclement weather, provided that WHS requirements of this Agreement and relevant legislation are met.

### **3.2 Rosters**

Notwithstanding anything contained in this clause, the Company will endeavour to establish roster(s) that promote a work-life balance culture and assist in limiting the causes of fatigue in the workplace.

### **3.3 Workplace Flexibility**

- a) Workplace flexibility is a condition of Employees' employment. Employees will be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skill and competence as determined by the Company. There will be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.
- b) The Company may direct the Employee, and the Employee will be obliged to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.

- c) Employee(s) may be required to carry out work that they do not normally perform to satisfy the Company's requirements and/or to overcome other operational problems, provided that the Employee has the required skills to perform the relevant work.
- d) The Employee may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.
- e) As part of the Company's strong commitment to the long term future of the industry, the Company will deliver recognised and accredited training to personnel who show aptitude and ability.

### **3.4 Individual Flexibility Arrangements**

- a) The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relation to 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) the requirement by the Company to work overtime;
  - (iii) allowances;
  - (iv) leave loading;
  - (v) compassionate leave; and
  - (vi) leave entitlements.
- b) The arrangement must meet the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and
- c) The arrangement must be genuinely agreed to by the Company and Employee.
- d) The Company will ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under Section 172 of the FW Act; and
  - (ii) are not unlawful terms under Section 194 of the FW Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- e) The Company must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Company and Employee; and is signed by the Company and Employee, and a parent or guardian of the Employee if the Employee is under 18 years of age, and
  - (iii) includes details of:
    - (A) the terms of the Agreement that will be varied by the arrangement; and
    - (B) how the arrangement will vary the effect of the terms; and

- (C) 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.
- f) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  - g) The arrangement must not require the approval or consent of a person other than the Company and Employee.
  - h) The Company or Employee may terminate the individual flexibility arrangement, as follows:
    - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
    - (ii) if the Company and Employee agree in writing – at any time.

### **3.5 Project Code of Conduct**

**3.5.1** Employee(s) are to adhere to the Company's general code of conduct, work methods, procedures, guidelines and standards as issued and updated from time to time when on the Project, in proximity of the Project, when in the local community and whilst travelling or being transported to and from the Project. Employees must comply with any policies and procedures that the Company may implement as a lawful direction of the Company.

Refusal to comply with any lawful instruction may result in disciplinary action. Each Employee is accountable for:

- a) complying with appropriate Project environmental and safety and health regulations, policies, procedures and practices and for taking responsibility for their own personal safety and that of their work colleagues; including properly using all appropriate protective clothing and equipment provided by the Company;
- b) abiding by Project work rules as specified and as amended from time to time;
- c) participating in and abiding by Project cultural heritage and environmental processes;
- d) participating in and abiding by Project initiatives to minimise congestion and disruption impacts on the local community (including parking in accordance with Project parking requirements), that may arise from the Project;
- e) respecting the community (including local residents) and road users;
- f) their own personal fitness for work, including alcohol and other drugs testing as directed (both random or for cause).

**3.5.2** Employees must follow all lawful instruction given by the Company. Should any Employee not be able to perform their assigned task for any reason whatsoever, it is the Employee's duty to inform the Company immediately. Employees will:

- a) Be ready, willing and available to perform work, including shift work, weekend work and reasonable overtime, as required by the Company to best meet the needs of the Project;

- b) Wear and maintain any clothing, personal protective equipment or uniform provided by the Company while on the Project;
- c) Appropriately use operating plant and equipment on the Project;
- d) Be ready to commence work at the commencement of paid working time in a fit for work condition;
- e) Comply with any time keeping system implemented by the Company;
- f) Undergo training as required;
- g) Undertake periodical medical examinations if reasonably required in accordance with the Company's requirements to determine fitness for work/treatment for injury management and rehabilitation purposes that is relevant to the Project, as directed.
- h) Implement changes to work practices and methods designed to improve performance;
- i) Support and actively co-operate in all formal and informal programs initiated by the Company to improve productivity, increase efficiency and flexibility, improve the effectiveness of operations, and reduce costs;
- j) Comply with the disputes and grievances procedure as set out in this Agreement; and
- k) Comply with and participate in all safety programs and/or safety management systems as in place from time to time.

### **3.6 Consultation**

**3.6.1** This clause 3.6 applies where the Company:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on the Employee(s) (see clauses 3.6.2 to 3.6.9 below); or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employee(s) (see clause 3.7 below).

**3.6.2** The Company must notify the affected Employee(s) of the decision to introduce the major change.

**3.6.3** The affected Employee(s) may appoint a representative for the purposes of the procedure in this clause.

**3.6.4** If the affected Employee(s) appoint a representative for the purposes of consultation, and the Employee(s) advise the Company of the identity of the representative, the Company must recognise the representative.

**3.6.5** As soon as practicable after making its decision, the Company must:

- a) discuss with the affected Employee(s):
  - (i) the introduction of the change;
  - (ii) the effect the change is likely to have on the Employee(s); and

- (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employee(s); and
- b) for the purposes of the discussion provide, in writing, to the affected Employee(s):
  - (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 Employee(s); and
  - (iii) any other matters likely to affect the Employee(s).

**3.6.6** The Company is not required to disclose confidential or commercially sensitive information to the affected Employee(s).

**3.6.7** The Company must give prompt and genuine consideration to matters raised about the major change by the affected Employee(s).

**3.6.8** If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in 3.6.2, 3.6.3 and 3.6.4 above are taken not to apply.

**3.6.9** In this term, a major change is likely to have a significant effect on Employee(s) if it results in:

- a) the termination or potential termination of the employment of the Employee(s); or
- b) major change to the composition, operation or size of the Company's workforce or to the skills required of their Employee(s); or
- c) the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain Employee(s); or
- f) the need to relocate Employee(s) to another workplace; or
- g) the restructuring of jobs.

For avoidance of doubt, this does not limit or have the effect of limiting the right of the Company to make decisions about redundancy, demobilisation or redeployment of Employees based on operational requirements.

### **3.7 Change to Regular Roster or Ordinary Hours of Work**

The Company must notify the affected Employee(s) of the proposed change to the regular roster or ordinary hours of work of those Employees.

The affected Employees may appoint a representative for the purposes of the procedures in this term.

If the affected Employee(s) appoint a representative for the purposes of consultation, and the Employee(s) advise the Company of the identity of the representative, the Company must recognise the representative.

As soon as practicable after proposing to introduce the change, the Company must:

- a) Discuss with the affected Employee(s) the introduction of the change;
- b) For the purposes of the discussion – provide to the affected Employee(s):
  - (i) All relevant information about the change, including the nature of the change;
  - (ii) Information about what the Company reasonably believes will be the effects of the change on the affected Employee(s);
  - (iii) Information about any other matters that the Company reasonably believes are likely to affect the Employee(s); and
- c) Invite the affected Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the Company is not required to disclose confidential or commercially sensitive information to the affected Employee(s).

The Company must give prompt and genuine consideration to matters raised about the change by the affected Employee(s).

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements. If a term in this Agreement otherwise provides for a change or modification to rosters or the arrangement of ordinary hours, the requirements set out in this clause are taken not to apply.

### **3.8 Contract of Employment**

Employee(s) will be employed on a full-time, part-time, or casual basis.

At the time of their engagement, the Company will inform each Employee of the terms of their engagement.

- 3.8.1** Part-time employment will be by agreement between the Company and the Employee. A part-time Employee will be an Employee who works fewer than 36 ordinary hours per weekend has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than 1/36th of the Wage Rate for the relevant classification, and pro-rata entitlements for those hours. The Company will inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

Before commencing a period of part-time employment, the Company and an Employee will agree in writing:

- a) That the Employee may work part-time;
- b) The hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);
- c) The classification in Appendix A as relevant that applies to the work to be performed; and
- d) The period of part-time employment.

The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Company.

### **3.8.2**



**3.8.3** A casual Employee is an Employee employed on an occasional basis with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work. When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be engaged as a casual, the job to be performed, the classification level and the relevant rate of pay.

A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except, for example, entitlements not provided to casual Employees such as annual leave, paid personal/carer's leave, paid compassionate leave, redundancy and termination benefits.

On each occasion a casual Employee is required to attend work on the Project, the Employee will be entitled to payment for a minimum of four (4) hours' work, plus the relevant travel allowance as provided for in clause 5.5 of this Agreement, as applicable.

A casual Employee is one who is engaged on an hourly basis. A casual loading of 25% of the applicable Ordinary Time Rate shall be paid. This casual loading is paid in lieu of and as compensation for annual leave, personal/carer's leave, other paid leave and public holidays not worked, as contained in this Agreement and/or the FW Act that do not apply to casual employees.

When a casual Employee is required to work overtime, weekend work or on public holidays, the following penalties will apply:

- a) When the penalty rate is time and a half, the casual Employee will be paid 175% of the applicable Ordinary Time Rate which includes the 25% casual loading;
- b) When the penalty rate is double time, the casual Employee will be paid 225% of the applicable Ordinary Time Rate which includes the 25% casual loading; and
- c) On a public holiday worked, the casual Employee will be paid 275% of the applicable Ordinary Time Rate which includes the 25% casual loading.

Offers and requests for conversion from casual employment to full-time employment or part-time employment are provided for in the NES.

**3.8.4** A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week over a 4-week period, plus any reasonable additional hours as required by the Company. Full-time Employee(s) will be engaged on a weekly contract of employment.

### **3.9 Probation Period**

- a) The Employee's employment with the Company will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the Employee's suitability for the position will be assessed.
- b) Despite clause 3.10, or for any reason, an Employee's employment may be terminated at any time during the probationary period by either party giving one week's notice of termination or at the Company's sole discretion, payment or forfeiture in lieu of such time.
- c) If the Company intends to terminate the employment of an Employee after 6 weeks of employment but prior to the completion of the Probation Period, other than in the case of serious misconduct, the Company will first provide the

employee with verbal counselling that provides an explanation of the concern and the performance and/or conduct expectations of the Company.

### 3.10 Termination of Employment

Other than in the case of casual Employees, employment may be terminated by an Employee or the Company by giving the following notice:

<b>Employee's Period of Continuous Service with the Company</b>	<b>Period of Notice required to be Provided</b>
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- a) In addition to the notice set out above, where an Employee is over 45 years old and they have completed at least two (2) years of continuous service with the Company at the time notice of termination is given, the Employee will be entitled to an additional one (1) weeks' notice from the Company.
- b) The period of notice to be given by an Employee (other than a casual Employee) will be one (1) week.
- c) Where the Company has given notice of termination to an Employee (other than a casual Employee), and that notice has not been given pursuant to clause 3.14 (Counselling and Disciplinary Procedure), the Employee must be allowed up to one day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the Employee, after consultation with the Company.
- d) Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay or part thereof, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period.
- e) Termination of all casual engagements shall require eight (8) hours' notice on either side of an engagement or the payment or forfeiture of eight (8) hours' pay, as the case may be.
- f) Where an Employee resigns without giving the required notice, or gives notice but leaves before the end of the notice period, the Employee will forfeit payment for the notice period (or that part of the notice period not worked), of not more than one week's wages from any money owed by the Company. This provision will not be applied as to exclude an employee's entitlements under the NES
- g) Employees will only be entitled to payment up to and including their last day of attended work where the Employee has abandoned their employment.
- h) Notwithstanding the notice provisions of this clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for serious or wilful misconduct, in which case an Employee will only be

entitled to be paid for the time worked up to dismissal. This provision will not be applied as to exclude an employee's entitlements under the NES

- i) For the purpose of this Agreement, serious misconduct includes, but is not limited to, 'serious misconduct' as defined in the FW Regulations, any serious or persistent breach of this Agreement or the Company's code/s of conduct / policies, dishonesty, fraud, theft, breach of serious safety procedures/policy/protocols, wilful damage to Company property, harming or threatening co-workers, breach of the Company's alcohol and other drugs in the workplace policies and/or procedures (including, for example, drug and alcohol testing procedures), workplace smoking policy, gross negligence, unauthorised, frequent or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- j) If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the Employee may elect to take accrued annual leave for the period during which the Employee is unable to perform their duties, however;
  - (i) if the accrued annual leave available to the Employee is insufficient to cover the period during which the Employee is unable to perform the duties, or;
  - (ii) the Employee does not elect to take such accrued leave, then;
  - (iii) the employment may terminate through frustration of the employment contract, in which case the Company may not be required to give notice or make payment in lieu of notice, or make any other payment on termination other than those, if any, required by statute;
  - (iv) Before the Company initiates or makes a decision to terminate under this clause, and at the sole discretion of the Company, a review of leave without pay and/or retraining will be conducted prior to the Employee being terminated.

### **3.11 Absence from Work**

- a) This clause 3.11 operates subject to the National Employment Standards (NES).
- b) Employee(s) have a responsibility to notify their supervisor by telephone or text message of any absences from work as soon as practicable. Unless a provision of this Agreement or the FW Act states otherwise, an Employee not attending for duty loses their pay for the actual time of such non-attendance.
- c) This clause 3.11 applies where the Company is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Company. For the avoidance of doubt, the Company will not take action under this clause against an Employee who is entitled to be on leave or absent under the NES or this Agreement.
- d) The Company will make a genuine effort to contact the Employee. If the Company is able to contact the Employee, the Company will require the Employee to provide substantive justification for their absence. The Company reserves the right to take disciplinary action where this explanation is not satisfactory.
- e) Where the Company is unable to communicate with an Employee, having attempted to use all available methods to contact the Employee and provide them

with an opportunity to give an explanation to the Company for their absenteeism, the matter will be dealt with pursuant to clause 3.10(i) above.

### **3.12 Standing down of Employees**

- a) Despite anything elsewhere contained in this Agreement, the Company, in accordance with the FW Act, will have the right to deduct or withhold payment for any day (or part of a day) an Employee cannot be usefully employed because of industrial action.
- b) Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.
- c) In the event that latent geological conditions, or breakdown of machinery or equipment, or a stoppage of work for any cause for which the Company cannot reasonably be held responsible, which may require the Project to be suspended, the Company may take the following steps;
  - (i) The Company will consult with affected Employee(s) regarding the possibility of suspension, and
  - (ii) The Company will take all reasonable steps to explore all possible options to ensure the Project continues.

Once steps (c)(i) and (c)(ii) have been taken, the Company has the right to stand down an Employee without pay for any day or part of a day for which the Employee cannot do work due to any cause for which the Company cannot reasonably be held responsible in accordance with section 524 of the FW Act.

### **3.13 Dispute Prevention and Settlement Procedure**

- a) The parties agree to use their best endeavours to prevent industrial disputes. However, if a dispute arises then the parties will attempt to resolve the dispute as quickly as possible and continue to work without interruption or disruption while the dispute is being resolved. No party will be prejudiced as to final settlement of the dispute by continuance of work under the dispute settlement procedure in this Agreement.
- b) This clause 3.13 applies to a dispute or grievance or claim about the interpretation or application of this Agreement or the National Employment Standards (NES). It does not apply to a dispute or grievance or claim about safety issues, unless they relate to the interpretation or application of this Agreement or the NES.
- c) While the dispute settlement procedure in this clause 3.13 is being followed, the parties must ensure that industrial action does not occur, the circumstances that existed prior to the dispute or grievance or claim prevail, and work continues as normal without detriment to any of the parties. The parties acknowledge the value of open communication and mutual respect when resolving a dispute or grievance or claim and will apply both during dispute resolution.
- d) For the purposes of this clause 3.13:
  - (i) Any reference to Employee(s) also includes any person or delegate the Employee(s) has chosen to support or represent the Employee(s) throughout this dispute prevention and settlement process; and

- (ii) Any reference to the Company also includes any person or organisation the Company has chosen to support or represent the Company throughout this dispute prevention and settlement process.
- e) The parties are committed to the promotion and development of a harmonious workplace based upon consultation, collaboration and co-operation and it is agreed that the following dispute prevention and settlement procedure will apply on the Project to assist the parties to efficiently resolve issues so that no industrial lost time occurs:
  - (i) As soon as practicable, the Employee(s) with a concern or dispute will first meet and confer with their immediate supervisor. Employee(s) may appoint another person or delegate to support or represent them at any stage of discussions and/or the dispute procedure to resolve the concern or dispute;
  - (ii) If the matter is not resolved at such a meeting, the Employee(s) will arrange further discussions involving more senior management as appropriate;
  - (iii) If the matter remains unresolved, the Company may refer it to a more senior level of management or representative.
- f) In the event that there is no resolution of the matter after following the steps prescribed in clause (e) above, if any of the parties to the dispute believe that the Company referring the dispute to a more senior level internally will not resolve the dispute, then any of the parties may refer the matter to the FWC for assistance in resolving the matter first by conciliation (in which the FWC may exercise its ability to make a recommendation or issue an opinion), or where the matter in dispute remains unresolved after conciliation, then arbitration. If arbitration is necessary, the FWC may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- g) The decision made by the FWC in arbitration will be binding to the parties to the dispute, subject to either party exercising a right of appeal against the decision to a Full Bench of the FWC.
- h) The Company and any party bound to this Agreement reserve the right to be legally represented for any matter before the FWC.
- i) Nothing in this clause will affect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
- j) Any decision or outcome or suggested resolution of a grievance under this clause will not be inconsistent with legislative obligations.
- k) In order to facilitate the resolution of concerns or disputes:
  - (i) The party with the concern or dispute must notify the other party at the earliest opportunity of the problem;
  - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
  - (iii) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties to the dispute must co-operate to

ensure that the disputes prevention and settlement procedures are carried out as quickly as possible; and

- (iv) It is agreed between the parties to this agreement that normal work will continue whilst any dispute is being resolved.
- l) Disputes or grievances about safety issues must be isolated from industrial matters and will not be dealt with according to the procedures set out in this clause. Such safety issues are to be dealt with in accordance with clause 4.12. However, an issue of non-compliance with the processes in clause 4.12 may be raised under this clause 3.13.

### **3.14 Counselling & Disciplinary Procedure**

This procedure is to be followed for all disciplinary cases of unsatisfactory performance (includes absenteeism) or conduct, or for breach of Project code/s of conduct (clause 3.5), or for breach of procedures including, but not limited to, safety, environmental, sexual harassment and workplace bullying. This procedure will not apply to Employee(s) engaged on a probationary basis.

In order that a work culture of integrity and mutual trust is maintained, Employee(s) and the Company will abide by the procedure outlined below. At the request of the Employee, the Employee may choose to be represented at any stage of the counselling and disciplinary process by a representative of their choice.

#### **3.14.1 Step 1 – Verbal Warning/Counselling**

Where the Company has a concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

- a) An explanation of the concern and the performance and/or conduct expectations of the Company will be given;
- b) The Employee will be given an opportunity to provide an explanation;
- c) The Company will consider this explanation and any relevant facts;
- d) If the Company considers that the Employee’s explanation is not reasonable, the Employee will be reminded of this procedure and that this is a verbal warning. At that time the Company will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee’s performance or conduct, may lead to further warning/s;
- e) The verbal warning is to be documented and a copy provided to the Employee; and
- f) The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

#### **3.14.2 Step 2 – First Written Warning/ Improved Performance**

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Company has a further concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this Step (2) will be taken:

- a) The Company will explain its concern with the standards of performance and/or conduct of the Employee;
- b) The Employee will be given an opportunity to provide an explanation;
- c) The Company will consider this explanation and any relevant facts;
- d) If the Company considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the verbal warning (at Step 1) and the opportunity previously given for improvement. The warning issued under this Step 2 will inform the Employee that it is a written warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct may lead to dismissal without further warning; and
- e) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

#### **3.14.3 Step 3 – Final Written Warning/ Improved Performance**

If the Employee fails to meet agreed standards of improvement in accordance with Step 1 and 2, or if the Company has a further concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this Step (3) will be taken:

- a) The Company will explain its concern with the standards of performance, attendance and/or conduct of the Employee;
- b) The Employee will be given an opportunity to provide an explanation;
- c) The Company will consider this explanation and any relevant facts;
- d) If the Company considers that the Employee's explanation is not reasonable, a further written warning is to be given referring to the verbal warning (at Step 1), the First Written Warning (at Step 2) and the opportunity previously given for improvement.
- e) The warning issued under this Step 3 will inform the Employee that it is a second written warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct may lead to dismissal without further warning; and
- f) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

#### **3.14.4 Step 4 – Dismissal**

If the Employee has failed to meet reasonable stated standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Company has a further concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct following Step 3, the following process will be taken:

- a) The Company will explain its concern with the Employee's performance and/or conduct;
- b) The Company will give the Employee an opportunity to provide an explanation;
- c) The Company will consider the explanation and any relevant facts; and

- d) If the Company considers that the Employee's explanation is not reasonable, notice of dismissal (or payment in lieu of notice) may be given by the Company.

While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures may result in an Employee going straight to Step 3 or Step 4 of this procedure to give adequate attention to the particular breach and to ensure the disciplinary action is appropriate in the circumstances.

This procedure does not take away the right of the Company to dismiss an Employee without notice for serious or wilful misconduct (refer to clause 3.10 (i) and (j)) or the right of an Employee to seek advice from his/her nominated representative at any stage of the above procedure.

#### **3.14.5 Expiry of warnings**

If an employee does not repeat the same offence which produced the need for the final warning within 12 months of that warning being issued, then, where the warning relates to performance, the employee will be entitled to a further final written warning (Step 3) prior to termination. Where the repeated offence relates to conduct, the Company will give reasonable consideration to the severity of any subsequent offences in order to determine if the previous warning should be relied upon as grounds for termination.

#### **3.15 Workplace Reform/ Consultative Mechanisms**

- a) The Parties to this Agreement agree that effective consultation processes are essential for continuous workplace reform and that Employee(s) will be appropriately consulted in respect of issues that impact on their employment conditions.
- b) The Parties agree that a Consultative Committee will be established on the Project, and will normally comprise of equal numbers of management and Employee representatives.
- c) The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.
- d) The Consultative Committee will meet monthly or as agreed by the members of the Consultative Committee. The chairperson of the Consultative Committee will be responsible for issuing agendas and taking minutes.
- e) The Consultative Committee's primary charter is to ensure good communication between the Parties concerning relevant issues that may affect the Project and the Employees, provided that the Company is not required to disclose confidential or commercially sensitive information to relevant Employees.
- f) Separate to the Consultative Committee process, the Company must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees.
- g) The Company will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.
- h) The Unions NSW Branch Secretary(s) or their nominee will have a standing invitation to all consultative committee meetings.



### **3.16 Anti-Discrimination, EEO and Sexual Harassment**

- a) The Company is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.
- b) The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. The Company expects all Employee(s) to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace.
- c) Any breach by an Employee of Company discrimination and harassment policies, or legislative requirements in this area, will be treated by the Company as a very serious matter and depending on the circumstances, may result in dismissal.

## **Part 4 - WORKPLACE HEALTH AND SAFETY**

### **4.1 Safety Legislation**

- a) The NSW Work Health and Safety Act 2011 (WHS Act 2011) (as amended), its Regulations, Codes of Practice and associated safety legislation will apply to this Project. On this Project, there will be compliance with all statutory requirements, applicable work health and safety policies and procedures, and site safety rules.
- b) Where an activity or procedure for which there is no technical regulation is to proceed, reference will be made to the appropriate Australian Standard.

### **4.2 Safety Commitment**

- a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Company's policies and procedures.
- b) All Employee(s) are required to contribute positively to Project safety, including raising concerns regarding safety with the Company.
- c) The Parties are committed to ensuring that WHS issues are managed and approached in a genuine way. For clarity, WHS issues will be dealt with separately from disputes and grievances related to industrial and related matters (which are dealt with under clause 3.13 of this Agreement).

### **4.3 Project Inductions**

- a) At the commencement of their first working day on the Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by a Company representative.
- b) The Company will not allow any Employee engaged on the Project to commence work until they have demonstrated, to the Company's satisfaction, a clear understanding of the issues raised during inductions.
- c) Employee(s) are required to have, and provide a copy of, their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the Project Induction.

#### **4.4 Induction Training**

All Employees will receive an induction on or before their commencement on the Project that details issues including:

- a) Project Overview;
- b) Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;
- c) Code of conduct and workplace behaviour expectations;
- d) Project/Site layout;
- e) Respectful interface with community (including local residents) and road users; and
- f) Work procedures.

On the successful completion of the Project Induction training program, Employee(s) will be issued with an identification card which they must carry at all times.

#### **4.5 Health & Safety Committee**

- a) The Company will establish a Health & Safety Committee on the Project as appropriate in accordance with the *Work Health and Safety Act 2011* and corresponding Regulations.
- b) When requested, Health and Safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the Employee is a member.
- c) When requested, a Project Health and Safety Committee will be established in accordance with Part 5 Division 4 of the WHS Act 2011.

#### **4.6 Fitness for Duty**

- a) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, all Employee(s) and prospective Employee(s) will be required to undertake medical examinations at the Company expense, prior to commencement of or during the course of their employment on the Project, and participate in tests for alcohol and other drugs as required during their deployment on site.
- b) For safety reasons, and subject to any applicable WHS legislative requirements, Employee(s) will need to be clean shaven while performing any work requiring a dust mask under this Agreement on the Project.

#### **4.7 Alcohol and Other Drugs**

- a) The Company is committed to a 'zero tolerance' approach to the misuse of alcohol and/or drugs in the workplace. The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace.
- b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Company, and site safety rules, in relation to

alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employee(s).

- c) Employee(s) who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious and wilful misconduct), will be subject to disciplinary action in accordance with clause 3.14 of this Agreement.3.10
- d) Employee(s) bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Company's employee assistance program or any other similar support service.

#### **4.8 Readiness for Work**

The Company is committed to promoting the safety, health and wellbeing of its Employee(s). The Company will adopt a readiness for work procedure which includes effective strategies for the identification and management of fatigue, fitness for work, alcohol and other drugs.

#### **4.9 Electronic Devices**

- a) The use of electronic devices such as mobile phones, iPods and personal entertainment devices are restricted to meal and other breaks except where an electronic device is required for the Employee's role. Cameras, and the taking of photographs including on mobile phones, and the disclosure of Project-related matters on social media, is not permitted by Employee(s) anywhere on the Project, unless with prior written authorisation from the Company.
- b) For the avoidance of doubt this clause does not prevent an employee from taking a photograph for the purpose of documenting a legitimate safety concern, provided that the photograph is used only for the purpose of raising that concern with an appropriate safety representative (as well a member of the Project Safety Team).
- c) For clarity, the electronic devices referred to in clause 4.9(a) above will not be used in the normal course of work, unless it is a requirement of the Employee's role, including whilst operating equipment, machinery and vehicles. The unauthorised use of electronic devices in the normal course of work can result in disciplinary action which may include summary dismissal under clause 3.14.

#### **4.10 Amenities**

Amenities will be provided in accordance with applicable provisions of the WHS Act and Regulations.

#### **4.11 Non-Smoking**

- a) In the interests of work health and safety, smoking and the use of e-cigarettes is only permitted in designated, appropriately signed, areas on the Project. Smoking and the use of e-cigarettes is not permitted in any Project site offices, shafts, tunnels, mess/change sheds, enclosed areas, sanitary facilities, vehicles or in any other amenities.
- b) The Project Safety Committee will be consulted regarding the management of specific non-smoking issues in accordance with applicable Project policies. The Parties recognise the need for a Project smoking policy and arrangements to

reflect the requirements of this policy. Employee(s) found smoking or using e-cigarettes in non-smoking areas may be subject to disciplinary action in accordance with clause 3.14 of this Agreement.

#### **4.12 Safety Dispute Procedure**

- a) This procedure will be in accordance with the Work Health and Safety Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.
- b) Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence, is safe to do so and report the matter to management.
- c) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Committee will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.
- d) Employee(s) who have a reasonable concern of an imminent risk to health and safety will afford the Company an opportunity to redeploy them to a safe working area before ceasing work.
- e) Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.
- f) Work in other areas will continue without interruption, and all Employee(s) will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works.
- g) Priority is to be given to safety rectification.
- h) No Employee will be required to work in any unsafe area or situation, as determined and agreed between the work area management representative in conjunction with the work area Health & Safety Committee representative(s).
- i) Should a safety dispute arise over whether one or more work areas are safe or not, the Company and Employee(s) agree the following procedure will apply:
  - (i) Where the situation cannot be rectified, immediate inspection of the affected area(s) will be carried out by Project Management and a Health & Safety Committee representative(s);
  - (ii) As safety rectification work is agreed for any area, all Employee(s) will immediately commence such rectification work;
  - (iii) Upon verification that such rectification has been completed, normal work will resume progressively in any area;
  - (iv) Employee(s) will not leave the Project site unless directed to so by the Company.
- j) For the sake of clarity, WHS policies and procedures are not intended to be incorporated in this Agreement and can be amended by the Company as required, for example in the event of the WHS Act and Regulations are replaced or amended.
- k) Any dispute related to health and safety may be referred to the relevant regulator at any time in accordance with the relevant legislation and regulations.

#### 4.13 Clothing & PPE

##### a) Mandatory Equipment

- (i) Employee(s) will be provided, on commencement of employment, with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.
- (ii) The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way, including affixing any other paraphernalia not approved by the Company.
- (iii) Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Company. Any breach of this provision may give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings, suspension without pay of up to one week and termination of employment.
- (iv) Safety footwear will be supplied as soon as practicable upon the commencement of employment. Damaged and/or worn footwear and/or helmets will be replaced on a fair wear and tear basis, provided they are produced to the Company for inspection.
- (v) The Company will arrange for personal protective clothing supplied by the company to Tunnel Workers to be washed, either on-site or off-site, at no cost to the Employee.

##### b) Job Related Equipment

- (i) The Company will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:
  - (A) Factor 30+ protective sunscreen;
  - (B) Hearing protection e.g. ear plugs/muffs;
  - (C) Eye protection, including, as approved by the Company, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;
  - (D) Safety gloves, that meets Australian Standard;
  - (E) Safety boots (replaced as a result of fair wear and tear);
  - (F) Gumboots; (as required)
  - (G) Dust masks;
  - (H) Wet weather clothing; (as required)
  - (I) Safety vests;
  - (J) Long trousers; and
  - (K) Long Sleeve shirt;
  - (L) Task specific PPE may include items like P2 respirators and positive air pressure fed helmets/respirators (PAPR) for high-risk works. The company will consult with employees during the development of task specific risk assessments

- c) An Employee who has been issued with the required protective safety equipment and is found not to be wearing/using it on the job may be subject to disciplinary action in accordance with the procedure set out in clause 3.14.

An Employee who wilfully, carelessly or negligently damages or defaces personal protective equipment may be subject to disciplinary action in accordance with the procedure set out in clause 3.14.

d) Clothing

- (i) The Company will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Company for inspection.
- (ii) A set of clothing will consist of:
- (A) Three (3) pairs of long trousers; and
- (B) Four (4) high visibility long sleeve shirts.
- (iii) All Employees engaged on the Project between 1 May and 30 September will be issued with one (1) high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis, provided it is produced to the Company for inspection.
- (iv) The type of jacket issued to Employees will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.
- (v) All clothing issued may be embroidered with the Company name and logo.

#### 4.14 Inclement Weather

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

- a) The Company must confer with Employees and/or the Union Delegate/Employee Representatives/HSRs within a reasonable timeframe for the purpose of determining whether or not the conditions referred to in this clause apply.
- b) The parties agree that inclement weather does not automatically create unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather. Employees shall not be required to start a concrete pour in inclement weather.
- c) Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by inclement weather, the Employee may be transferred to other work in the Employee's classification on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the Employee shall remain on site subject to the provisions of the Award.
- d) Should a portion of the Project be affected by inclement weather, all other Employees not so affected will continue working, regardless of the fact that some Employees may not be gainfully employed due to inclement weather.

- e) Appropriately qualified Employees shall be available to clean up and / or de-water relevant work areas as directed following inclement weather where applicable.
- f) If an Employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee
- g) Where an Employee is required and directed by the Company to perform Critical Work, as defined by this Agreement, in inclement weather the following will apply:
  - (i) Such work will be conducted subject to appropriate safety procedures being in place;
  - (ii) Employee(s) will be provided with safety equipment and respite to minimise the impact of work in the rain;
  - (iii) On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:
    - (C) Employee(s) may be provided with additional dry clothing to allow ordinary work to continue; or
    - (D) With the approval of the relevant area Superintendent, Employee(s) who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.
    - (E) Employee(s) who are sent home with the approval of the Superintendent within their ordinary time hours, will be paid 8 hours at their ordinary rate of pay. Employee(s) who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.
- h) Such critical work performed in inclement weather will be paid at the rate of double the Employee's ordinary Wage Rate.
- i) Appropriately qualified Employees shall be available to clean up and / or de-water relevant work areas as directed following inclement weather where applicable.

#### **4.15 Learning and Development**

- a) The Company will provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of employment priorities.
- b) The Company will provide skills enhancement for Employee(s) via a range of methods including but not limited to coaching, mentoring, exposure and competency-based training model.
- c) Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally Recognised Statement of Attainment.

- d) This Learning and Development program will provide Employee(s) with industry wide recognised portable skills which will facilitate the development of their career path.
- e) In line with the Company’s commitment to providing each Employee with quality training to assist them in the performance of their functions on the Project, the Company may schedule mandatory training for Employee(s) in accordance with this clause.
- f) Employee(s) required to attend training will be paid for the time spent training at the Employee(s) Ordinary Time Hourly Rate (excluding allowances). Such training will be conducted during ordinary hours.

**4.16 Traineeships**

- a) As part of its commitment to the long-term future of the industry, the Company may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or Certificate III traineeship.
- b) A Certificate II traineeship will run between up to one (1) year or up to two (2) years duration and/or will follow the packaging rules dependent upon the discipline chosen for the qualification.
- c) A Certificate III traineeship will run between up to two (2) years or up to three (3) years duration and will follow the packaging rules dependent upon the discipline chosen for the qualification.
- d) Trainees will be required to complete the chosen qualification and the applicable term (timeframe) relevant to the traineeship.
- e) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table.

<b>Traineeship</b>	<b>Level of Completion</b>	<b>Rate of Pay</b>
<b>Certificate II</b>	Less than 12 months	70% of the relevant Wage Rate
	12 months or more and satisfactory completion of required units of competency and work experience	80% of the relevant Wage Rate
	On completion	Relevant Wage Rate
<b>Certificate III</b>	Less than 12 months	70% of the relevant Wage Rate
	12 months but less than 24 months and satisfactory completion of required units of competency and work experience	80% of the relevant Wage Rate
	24 months or more and satisfactory completion of	90% of the relevant Wage Rate



	required units of competency and work experience	
	On completion	Relevant Wage Rate

- f) For the purposes of this clause Relevant Wage means CW3
- g) Where the Trainee was employed by the Company immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.
- h) Trainees may undergo recognition of prior to learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

**4.17 Asbestos & Silica Training**

- a) The Employer agrees to schedule agreed asbestos/silica awareness training courses.
- b) Training will be undertaken within three months of the commencement of this Agreement for each current Employee who has not already participated in the training; and/or
- c) within three months of a new Employee commencing employment.

**4.18 Mental Health and Wellbeing**

- a) The Company and Employees recognise that mental health issues have a significant impact on health and safety. Suicide rates in the construction industry are higher than average and it is best practice for companies and employees to work to tackle the issue of mental health at the workplace.
- b) The Company and Employees also recognise that following a serious incident personnel may suffer trauma.
- c) The Parties recognise that suicide prevention of Employees in the construction industry is an important issue, and the Company agrees to provide awareness training to Employees, including apprentices, however engaged, through a provider nominated by the Company in consultation with the Employees and the Unions.

## **Part 5 - CLASSIFICATION STRUCTURES, WAGE RATES, ALLOWANCES AND OTHER ENTITLEMENTS**

### **5.1 Classification Structures and Wage Rates**

- a) At the commencement of employment, each Employee will be appointed by the Company to a classification level based on tasks undertaken, and experience, and in consideration of the substance of duties required to be carried out at the time of the Project. The classification structure is set out in Appendices A and B.
- b) Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- c) The Company retains the right to reclassify an Employee due to changes in operational requirements in consultation with the Employee.
- d) The Wage Rates for each classification level are prescribed at Appendices A. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with, the Project.
- e) Apprentices engaged by the Company will be paid in accordance with Appendices A, B & C.
- f) The Wage Rates under this Agreement will be adjusted only in accordance with Appendices A. All wage increases during the life of the Agreement will be made in accordance with Appendices A and will take effect from the first full pay period after the effective date.

### **5.2 Higher Duties**

- a) Where an Employee on any day is required and has agreed to perform duties of a higher Wage Rate of pay than the Employee's ordinary classification, the Employee will be paid at the higher hourly Wage Rate for the work so performed.
- b) The Employee will be paid the higher hourly Wage Rate for the entire day or shift if the Employee is required to work at that Wage Rate for more than two hours. Otherwise, the Employee will be paid the Higher Wage Rate for the time so worked.
- c) Such payment at a higher Wage Rate is based on the Employee having exercised the requisite skills, experience, qualifications and competency as determined by the Company to perform the higher classification. Following the completion of activities under the higher classification, the Employee will revert to the Wage Rate that is applicable to their classification prior to undertaking the higher duties.
- d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher Wage Rate, will not be paid at the higher Wage Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Wage Rate. This clause will be utilised by the Company for the purposes of bona fide training, and will not be used by the Company to simply avoid payment to Employee(s) at a classification which attracts a higher Wage Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.13.

### **5.3 Reclassifications – TWs and CWs**

- a) Where Tunnel Workers (TWs) have the skills suitable for, and continue on the Project, past tunnel excavation into subsequent activities of Civil Works as defined in clause 2.3(b) and Appendix A, they may be offered employment in accordance with the classification structure prescribed at Appendix A, relative to their skills and capabilities, where such a role is available.
- b) Where the Company and Employee reach agreement for a re-classification under this clause, and the re-classification is not of a temporary nature, but for the purposes of extending employment opportunities for the Employee, the difference in dollar value between the Employee's original Wage Rate and their re-classified Wage Rate will be used to calculate accrued but untaken annual leave and accrued but unused RDO balance, and paid to the Employee. For clarity, there will be no adverse effect to the Employee's hours' balance accrued at the time of re-classification.

### **5.4 Temporary Re-Classification**

Where circumstances dictate that an Employee engaged under a particular classification in Appendix A of this Agreement is temporarily re-classified to a lower classification for reasons other than competency or disciplinary reasons, any entitlements accrued over that temporary period will be paid at the Employee's usual classification.

### **5.5 Daily Fare and Travel Allowance**

- a) A daily fare and travel allowance as set out in Appendix C will be paid to each Employee for each day or shift the Employee reports to work (including RDO's taken), as directed by the Company.
- b) This allowance will be a flat amount and not included in the calculation of overtime, leave or any other loadings.
- c) The Parties recognise the Company may provide off-site parking facilities for Employee(s) who choose to use their own vehicles to travel to and from work. If the Company provides these facilities, Employees may be directed by the Company to use these facilities, to assist in managing disruption and congestion that may impact the local community in respect of the Project. For the avoidance of doubt, any time spent by Employees travelling to and/or from work will be unpaid and will not form part of their hours of work.
- d) This daily fare and travel allowance will be in compensation for, amongst other things, any travelling time or expenses including but not limited to parking fees, public transport incurred by Employees travelling to and from the Project, mobilisation and location. No other payments for travelling to and from work will be payable to any Employee.
- e) Employees who are provided a work vehicle by the Company to take home each night are not eligible for the daily fare and travel allowance.
- f) For clarity, an Employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).
- g) Only one (1) daily fares and travel allowance will be paid for the 14.4 hours paid for RDO Saturdays taken.

## **5.6 Productivity Payment**

- a) An Employee will receive a productivity payment as set out in Appendix C for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.
- b) For the avoidance of doubt, this allowance will be in lieu of any special rates or allowances included in the Building and Construction General On-Site Award 2020 or any other Modern Award or industrial instrument, other than those specifically included in this Agreement.
- c) This productivity payment is a flat payment and will not be subject to any premium or penalty .
- d) This productivity payment is not payable when Employee(s) leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, personal leave, jury duty, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are absent for any other reason, including RDOs, public holidays, absence due to a work-related injury, or are engaged in any form of industrial action.

## **5.7 Leading Hand Allowance**

- a) Leading Hands are Employees who are appointed by the Company, to be in charge of other Employee(s), with the specific responsibility of directing and/or supervising the work of other Employee(s). Leading Hands will be appointed in writing by the Project Manager, or the Project Manager's delegate.
- b) The numbers of workers assigned to each Leading Hand will be selected by their supervisor, and may increase or decrease according to the nature and type of tasks being performed. A Leading Hand may have various items of plant or equipment under their control and will be responsible for their safe operation.
- c) Leading Hand duties will also include the completion of paperwork or documents required for the administration of their duties.
- d) A Leading Hand may also have their appointment withdrawn in writing by the Project Manager, or the Project Manager's delegate.
- e) An Employee appointed by the Company to be a Leading Hand will be paid the Leading Hand allowance at Appendix C. The Leading Hand allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings. An Employee appointed as a Leading Hand for a particular shift will be paid at the highest classification rate of the employee they are supervising where greater than their own classification rate, plus the leading hand allowance.

## **5.8 First Aid Allowance**

- a) In accordance with workplace health and safety requirements, suitably qualified first aider(s) will be present on the Project at all times while work is being conducted.
- b) An Employee who is qualified to provide first aid and is appointed by the Company to be a first aider will be paid a first aid allowance whilst the Employee maintains a current First Aid certificate.

- c) The appointed first aider(s) will have the responsibility of ensuring that access is available to the first aid room at all times, that the room is regularly cleaned and that the first aid supplies are replenished as they are used.
- d) The first aid allowance will be a flat amount, paid on days worked, and fixed for the life of the Agreement. This allowance will not be included in the calculation of overtime, leave of any shift or other loadings.

Level 1	Employee who holds the minimum qualifications	\$3.01
Level 2	Employee who holds a higher first aid certificate (e.g. Occupational First Aid)	\$4.77

### 5.9 Overtime Meal Allowance

- a) If an Employee is required to work at least 1.5 hours of overtime after their ordinary hours of work, Monday to Friday, a meal will be provided or a payment as set out in Appendix C for meals will be made.
- b) In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, a meal will be provided or a payment as set out in Appendix C for meals will be made.
- c) The times of taking the breaks will be as agreed between the Company and a majority of Employee(s) affected.
- d) This meal allowance will be a flat rate amount and is fixed for the duration of this Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.
- e) This provision operates to the exclusion of any provision contained in any award or industrial instrument for overtime meal allowance and overtime crib/rest pause and will remain in force without variation for the duration of this Agreement. For the avoidance of doubt, under this clause there will be no entitlement to a paid rest pause prior to working four hours of overtime, or payment of additional overtime rates in lieu of a paid rest pause. Employees required to work in excess of four hours of overtime will be entitled to a paid rest pause of 20 minutes, to be taken during that additional overtime. For clarity, where the rest pause is not taken, no additional payment will be made in lieu.

### 5.10 Tradesperson Allowance

- a) An Employee engaged as a Tradesperson as prescribed at Appendix A this Agreement will receive an allowance of \$1.50 per hour worked; this allowance will be classified as all-purpose. This allowance is inclusive of a tool allowance. This allowance is fixed for the duration of this Agreement.
- b) An Employee engaged as a Mechanical or Electrical Tradesperson or Service Technician as prescribed at Appendix B of this Agreement will receive an allowance of \$3.00 per hour worked; this allowance will be classified as all-purpose. This allowance is inclusive of a tool allowance. This allowance is fixed for the duration of this Agreement.

### 5.11 Electrician Licence Allowance

Where an Employee is engaged and is working as an Electrical Tradesperson, and where the Employee is required to hold an appropriate electrician's license, the Employee will a weekly allowance as set out in Appendix C. This allowance is a flat amount, is not included in the calculation of overtime, leave, or any shift or other loadings and is fixed for the term of this Agreement. This allowance is inclusive of a tool allowance.

For the purpose of this allowance, an appropriate Electrician's License will be a NSW Electrician's License, or authorised license recognition from the NSW Department of Fair Trading.

This allowance is not applicable when Employees:

- a) leave site due to inclement weather; or
- b) are on leave, whether or not that leave is paid (e.g., annual leave, personal leave, jury duty, leave without pay, long service leave, community service leave, parental leave or compassionate leave); or
- c) have been suspended with pay; or
- d) are on leisure days, RDO's or public holidays; or
- e) are on leave due to a work-related injury; or
- f) are engaged in any form of industrial action.

### 5.12 On Call Allowance

- a) When an Employee is nominated by the Company to be on call to carry out work as required outside of their ordinary shift hours, will be paid an On-Call Allowance as follows:
  - (i) When an Employee is on call for a full day Monday to Friday they will be entitled to a payment of an allowance as set out in Appendix C, flat per day;
  - (i) When an Employee is on call for a full day on a weekend or public holiday they will be entitled to a payment of an allowance as set out in Appendix C, flat per day.
- b) An Employee entitled to the allowance in accordance with this clause 5.12, will also receive a minimum payment of four (4) hours at the applicable overtime Wage Rate on each occasion the Employee is called out.
- c) An Employee in receipt of the allowance in accordance with this clause 5.12, must be in a fit state to carry out their duties in accordance with the Company policies, procedures and this Agreement.

### 5.13 Superannuation

- a) The Company will make superannuation contributions in accordance with the requirement under the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee calculated on *Ordinary Time Earnings (OTE)*. Where an Employee does not nominate a superannuation fund, Cbus Superannuation Fund will be the default fund. The

Company will make employer superannuation contributions under this clause to a fund that offers a MySuper product.

- b) The minimum statutory contribution requirement is currently 11% of *OTE* and will remain for the duration of this Agreement unless amended by legislation.
- c) Employee(s) can elect to “salary sacrifice” for additional superannuation contributions provided that:
  - (i) the arrangement complies with the relevant legislation and Company policy as amended from time to time;
  - (ii) the Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
  - (iii) the superannuation fund is a complying superannuation fund; and
  - (iv) the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
  - (v) Any arrangement or agreement for salary sacrifice will not affect or reduce an Employee’s current or future entitlement under this Agreement, in terms of Superannuation Guarantee, annual leave, leave loading, overtime penalty rates, long service, redundancy, sickness benefits, workers compensation or any other accrual or entitlement. Such current entitlements will continue to accrue at current hourly gross rates. Any future wage, salary increase, accrual or entitlements including superannuation contributions under this Agreement and/or SGL will be based on gross rates of pay
- d) The Employee cannot salary sacrifice an amount that would result in the Employee receiving less than \$500.00 net wages per week.
- e) Where an Employee elects the option of salary sacrificing some of his or her wages, there must be a signed agreement between the Employee and the Company. This option must remain for a period of not less than six months, unless exceptional circumstances apply.
- f) All superannuation contributions will be paid monthly according to applicable fund requirements.
- g) Subject to the governing rules of the relevant superannuation fund, the Company must also make the superannuation contributions provided for in clauses 5.13(a) and (b) above, and pay the amount authorised under clause 5.13(c) above, for the period of absence from work (subject to a maximum of 52 weeks) of an Employee due to a work-related injury or work-related illness, provided that:
  - (i) the Employee is receiving workers’ compensation benefits or is receiving regular payments directly from the Company in accordance with statutory requirements; and
  - (ii) the Employee remains employed by the Company.

## 5.14 Redundancy

- a) The Company will make redundancy contributions for Employee(s) covered by this Agreement to the ACIRT Redundancy Fund. The Company contribution to this Fund will be as per the following table, and will increase in accordance with Appendix C:

<b>Operative date</b>	<b>Contribution per week per Employee</b>
Date of approval of the Agreement by the Fair Work Commission.	\$180.00

- b) The contributions will be paid monthly into ACIRT in accordance with the requirements of the Trust.
- c) The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments. For the avoidance of doubt, the provisions under this clause are a redundancy pay scheme for the purposes of clause 41 of the Award.
- d) Where redundancies are necessary, the needs of the Project works, and the skill, competency, qualification and training of Employees, will be used as the criteria for making positions redundant.

## 5.15 Employment Security

- a) Prior to engaging a labour hire provider, the employer shall inform the Union which labour hire subcontractor(s) it intends to use for the project.
- b) Such labour may be accessed from bona fide businesses, including subcontractors and labour hire companies, following consultation with the Union.
- c) The Employer recognises that in certain circumstances the use of labour hire may affect the job security of Employees covered by this Agreement.
- d) The parties to this agreement agree to maximise the continuity of employment for permanent employees and to ensure that permanent employment opportunities are not eliminated or eroded.
- e) The Employer will consult with the Union about decisions that may result in employees being terminated on grounds of redundancy where a role is being performed by an Employee and a labour hire worker with the same tasks and duties.
- f) The Employer will prioritise the retention of Employees over labour hire workers in these circumstances.

## Part 6 - HOURS OF WORK, OVERTIME and RDOs

### 6.1 Hours of Work

- a) The ordinary hours of work for Day Workers will be 8 hours per day, Monday to Friday between the hours of 5.00am and 6.00pm and will average 36 hours per week over a 4-week period, plus reasonable additional overtime hours.
- b) The ordinary hours referred to in clause 6.1(a) will generally be worked between Monday to Friday, however in recognition of the nature of the Project, there may



be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1(a) to meet specific client, project, engineering, maintenance and/or critical path work requirements. In these circumstances, it will be available to the Company and affected Employee(s) to agree to work an alternative arrangement of hours of work that provide an average of 36 hours a week over a nominated cycle. Weekends may be included in a nominated cycle. Ordinary hours worked on weekends will be paid at the appropriate penalty rate prescribed in this Agreement.

- c) Start and finish site location(s) and time(s) will be designed to support production and maximise equipment operating hours and maintenance time. These may be altered by the Company to suit the needs of the Project, following consultation with the Employee(s) affected or by the giving of 48 hours' written notice by the Company to the affected Employee(s) concerned or by a lesser period in the case of an emergency.
- d) Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Company, to meet the needs of the Company's contractual requirements for completion of work on the Project.
- e) Prior to the commencement of their shift/work day, Employee(s) must attend at their designated assembly area, for Pre-Start and travel to the place where their work duties are located from time to time.
- f) At the conclusion of their shift/workday, Employee(s) must attend at the place where their work duties are located from time to time, for travel back to their designated assembly area.

## **6.2 Pre Starts**

- a) Tool Box Talks or Pre-Start meetings will generally be held prior to the commencement of travel and the commencement of each shift. Employee(s) will be ready for work at the commencement of the Tool Box or Pre-Start meeting which will be generally held on the surface within a reasonable distance of the change room facilities. Tool Box Talks and Pre-Start meetings will be paid at the Employee's Ordinary Time rate (including Productivity Payment and any other allowances) and does not form part of the Employee(s) ordinary hours.
- b) Any time in excess of 15 minutes per shift/work day spent in Tool Box Talks and Pre-Start meetings will be paid at the Ordinary Time rate (including productivity payment and other allowance) and will form part of ordinary hours of work
- c) For the avoidance of doubt Tool Box or Pre-Start meetings commenced before 5.00am, or prior to the time at which the Tool Box Talks or Pre-Start meetings ordinarily commence, will attract overtime penalty rates.

## **6.3 Travel Time**

- a) Travel Time, for the Tunnel Excavation or Tunnel Support crew who are required to work at the tunnel face will be paid from the designated assembly area to their work location and return journey. For the avoidance of doubt all travel time will be treated as time worked and will be paid at the Ordinary Time rate (including productivity payment and other allowances) or the relevant overtime rate when applicable.

#### **6.4 Wash-up time**

- a) Employees will be entitled to 10 minutes wash-up time at the end of their shift, which will not count towards their ordinary hours of work. This will be paid to Employees at their ordinary rate of pay (excluding Productivity Payment and any other allowances), and is not included in the calculation of overtime, leave or any other loadings.

#### **6.5 Day Workers**

Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 5.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed under clause 6.1(b).

- a) Weekdays
  - (i) Day Workers will be paid their relevant ordinary time Wage Rate for the ordinary hours worked on a weekday.
  - (ii) Overtime will be paid at double the relevant ordinary time Wage Rate for all time thereafter.
- b) Saturday
  - (i) Day Workers will be paid double the relevant ordinary Wage Rate for all overtime worked on a Saturday.
  - (ii) A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the appropriate rate.
- c) Sunday
  - (i) All ordinary and overtime hours worked by Day Workers on a Sunday will be paid at double the relevant ordinary time Wage Rate.
  - (ii) A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the appropriate rate.
- d) Meal and Rest Breaks
  - (i) For each shift or day where a minimum of 8 ordinary hours are worked, Day Workers will take an unpaid 30-minute meal break. For Day Workers, this meal break is not counted as time worked.
  - (ii) There will be one daily paid rest break of 20 minutes' duration for Day Workers to be taken at a time that suits the operational requirements of the Project.
  - (iii) For overtime work on a weekend, Day Workers are entitled to a 20 minute paid meal break after the first 4 hours of overtime worked (to be taken at a time during the first 4 hours or as agreed in accordance with clause 6.2(d)(iv)), and a further 30 minute paid meal break in excess of 8 hours of overtime worked.
  - (iv) The times of taking the breaks will be agreed between the Company and majority of Employee(s) affected.
- e) Deferment and Staggering of Meal or Rest breaks

- (i) It may be necessary for the Company to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than an hour, the affected Employee(s) will be paid double the relevant ordinary time Wage Rate for the duration of the deferment which is in excess of one hour, up to a maximum of two hours.
- (ii) Meal or rest breaks may be staggered between individual Employee(s) or workgroup(s) to allow operations to continue without interruption.

## 6.6 Broken Shifts

- a) In the case of broken shifts (ie, does not fall within the definition of Shift Work in this Agreement – see definition of 'Shift Worker'), a Day Worker will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.3 (b) for the duration of the broken shifts only. For clarity, a Day Worker under this clause 6.4 is not entitled to any shift loadings under this Agreement.

## 6.7 Shift Workers

- a) Weekdays
  - (i) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
    - (A) Day Shift – Wage Rate; and
    - (B) Night Shift – Wage Rate plus 50% of the Wage Rate.
  - (ii) All time worked in excess of an Employee's ordinary hours, will be paid at double the relevant Wage Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.
  - (iii) The ordinary hours of afternoon and night shift will be 8 hours daily inclusive of meal breaks.
  - (iv) From the first full pay period that commences after 31 December 2026, Night Shift shall be paid at the Wage Rate plus 100% of the Wage Rate.
- b) Weekends
  - (i) All hours worked by Shift Workers on weekends will be paid at double the relevant Wage Rate (subject to clauses (ii) and (iii) below).
  - (ii) A Night Shift commencing at or after 6.00pm on a Sunday will be paid as a weekday Night Shift and not as weekend.
  - (iii) Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is a Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Night Shift, and not as a weekend.
  - (iv) Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

c) Meal and Rest Breaks

- (i) Unless otherwise agreed between a section or sections of Employee(s), Shift Workers will take a 30 minutes meal break at no later than five hours after the commencement of each shift. For Shift Workers, the meal break will be counted as time worked when on shift work.
- (ii) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Company and the majority of Employee(s) affected.

d) Deferment and Staggering of Meal or Rest Breaks

- (i) It may be necessary for the Company to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Wage Rate for the duration of the deferment which is in excess of one hour, up to a maximum of two hours.
- (ii) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

e) Notice

- (i) The Company will give relevant Employee(s) at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employee(s) will be given 48 hours' notice of variation to their shift roster.

f) Broken Shifts

- (i) Where an Employee receives less than 48 hours' notice and/or the shift continues for less than 5 consecutive days, the Employee is considered to be working a broken shift.
- (ii) In the case of broken shifts (a shift that departs from the Employee's established shift roster) (i.e. does not fall within the definition of Shift Work in this Agreement – see Definition of "Shift Worker"), the Employee will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.5(a)(ii), for the duration of the broken shifts only.

## 6.8 Recall

- a) An Employee recalled to the workplace for Overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.
- b) Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the job the Employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where it is customary for an Employee to return to the Project to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- c) Employee(s) will receive the appropriate overtime rate including an entitlement to an additional payment for Daily Fares and Travel allowance for that day.

### **6.9 Rest period after Overtime**

- a) An Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- b) If, on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a ten hours rest period.
- c) The provisions of this clause will apply in the case of Employee(s) on shift work who rotate from one shift to another as if 8 hours were substituted for ten hours if overtime is worked:
  - (i) For the purpose of changing shift rosters; or
  - (ii) Where a Shift Worker does not report for duty and a Day Worker or Shift Worker is required to replace such Shift Worker; or
  - (iii) Where a shift is worked by arrangement between the Company and Employee.
- d) Except as provided for in this clause, the Company may require any Employee to work reasonable overtime.

### **6.10 Cancellation of Weekend Overtime**

- a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Company may cancel planned weekend overtime. The Company will endeavour to notify affected Employee(s) of weekend overtime cancellation by lunchtime on Fridays. However, the Company reserves the right, in exceptional circumstances, to notify Employee(s) of weekend overtime cancellation by no later than normal finishing time on Fridays.
- b) Equally, Employee(s) through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employee(s) will notify the Company before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.

### **6.11 Work Throughs**

- a) Work throughs under this clause 6.11 are where Employee(s) are directed by the Company at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.
- b) Work crews, when directed by the Company, will work through normal scheduled meal breaks, provided that each of these Employee(s) are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of

this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation.

- c) In recognition of this work pattern, when Employee(s) are required to maintain operations under this clause, they will receive an additional one (1) hours pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employee(s) have their meal breaks rescheduled in accordance with other clauses in this Agreement.

### **6.12 Rostered Days Off**

- a) For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO"). RDO calendars for the Project are at Appendix F of this Agreement.
- b) RDOs shown as flexible RDO's in the RDO Calendar (Appendix F) can be worked or banked. Accrued RDO time may be used for a paid Saturday up to 14.4 hours.
- c) For clarity, 26 RDOs shall be accrued by an Employee in each twelve (12) months of continuous service.
- d) It is the intention of this Agreement that there will be 6 fixed RDOs observed for each year of this Agreement as provided for in the calendars in Appendix F. Requirements of the Project and the program will determine the work roster and/or shift roster.
- e) Each day of paid leave taken and any public holiday will be a day worked for accrual of RDO purposes.
- f) In the event that there is a requirement for work to be carried out on fixed RDOs or the adjacent weekend, the Company will, in advance of this requirement, notify, consult and reach agreement with effected Employee(s) to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.
- g) As far as practical given operational requirements, the Company will give employees at least 7 days' notice of any such need for work to occur so as to ensure appropriate consultation. Such requirements must be based on genuine circumstances.
- h) Scheduled RDOs may be worked with the Agreement of an employee.
- i) An Employee may refuse to work on a Scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
  - (i) the hours of work that will be worked by that Employee in the week of the scheduled RDO;
  - (ii) the number of scheduled RDOs worked by the Employee within the previous six weeks;
  - (iii) the Employee's family responsibilities; and
  - (iv) any other special circumstances peculiar to the Employee.

- j) The Parties to this Agreement are committed to encouraging Employees to take their accrued RDOs on a regular basis during the Project to maintain a satisfactory work/life balance.
- k) To allow greater continuity of operation, the Company and Employee(s) may also agree to move or bank RDOs when such entitlement is due.
- l) It is the Company's intention to have regular communication regarding the Project and the scheduling of RDOs.
- m) Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave or some other form of leave.
- n) The following is agreed in respect of RDOs:
  - (v) If an RDO is moved or banked, the Company will not be required to pay overtime rates for any RDO worked in these circumstances;
  - (vi) Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's applicable Wage Rate at the time of termination;
  - (vii) Accrued but untaken RDOs, on one month's written notice to the Company and upon approval by the Company, can be cashed out. Such cashing out will be at the Employee(s) Wage Rate at the time of the request and paid at ordinary time only. This cashing out will not be included in the calculation of overtime, leave, or payment of any shift or any other loadings or allowances;
  - (viii) Employee(s) banked RDO hours remaining as at the last full pay period in November each year may be paid out of the Employee(s) bank to the Employee in the first full pay period on or after 1 December each year;
  - (ix) RDO's do not accrue while Employee(s) are on unpaid or unauthorised leave or while taking RDOs; and
  - (x) Employee(s) will use the additional RDO accruals to a maximum of 14.4 hours for the payment of each RDO Saturday. This 14.4 hour payment equates to payment of two, 7.2 hour days accrued as RDO's. This 14.4 hours for payment of the RDO Saturday will only apply provided that the Project is closed on those nominated closed down weekends; and
  - (xi) When Employee(s) are paid 14.4 hours for the RDO Saturday, they will have their RDO accruals reduced by 2 days.

## **Part 7 - LEAVE ENTITLEMENTS**

### **7.1 Annual Leave**

- a) An Employee (other than a casual Employee) will be entitled to paid annual leave of 4 weeks (for each 12-month period of continuous service) at their Wage Rate at the time the leave is taken, based on their ordinary hours of work for the annual leave period taken, plus an annual leave loading of 17.5%.

- b) For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of paid annual leave for each 12-month period of continuous service.
- c) Annual leave accrues and will be credited on a pro-rata basis at the end of each week of continuous service.
- d) An Employee who would have received shift loadings prescribed by this Agreement had they not been on annual leave, will forgo the annual leave loading in clause 7(a) above, and will instead be entitled to the higher shift loadings.
- e) The annual leave loading prescribed in clause 7(a), will apply to accrued but untaken annual leave on lawful termination.
- f) The period of annual leave will be exclusive of any public holiday or scheduled RDOs that occur during the period.
- g) The Company may direct Employee(s) to take accrued annual leave on one month's notice.
- h) The Company will generally close down the Project for one or more weeks over the Christmas – New Year period. In these cases, Employee(s) will generally be required to ensure that they have sufficient annual leave remaining to enable them to take leave for the period of the close down. In the event that they do not have sufficient annual leave or RDO accruals, the Employee may be required to take leave without pay for such period, or a combination of annual leave, RDOs, and leave without pay.
- i) Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employee(s). Annual leave may be taken in any combination of days or weeks agreed between the Company and the Employee.
- j) The Company encourages Employees taking at least 2 weeks' annual leave each year. The Company may require an Employee to take annual leave if the Employee has accumulated annual leave in excess of 8 weeks (or, in the case of a Shift Worker, 10 weeks), subject to consultation with the Employee, and the Employee still maintaining an annual leave balance of at least 6 weeks.
- k) An Employee(s) going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Company before the leave is taken.
- l) Where an Employee has exhausted annual leave entitlements, leave without pay may be considered by the Company and approval of such leave will be at the Company's sole discretion. In circumstances where an Employee(s) has used all types of leave accruals (for example; annual leave, sick leave, RDO etc.), the Employee must make a formal request in writing providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay. Also, this period of leave without pay will not count towards the Employee's continuous service with the Company but it will not break the Employee's continuous service with the Company.
- m) Accrued, but untaken, annual leave is paid out on termination of employment.



## 7.2 Personal/Carer's Leave

- a) Employees (other than casual Employees) are entitled to ten (10) days paid personal/carer's leave (including sick leave), based on the Employee's ordinary hours of work, for each year of service with the Company.
- b) Employees accrue ten (10) days paid personal/carer's leave at the rate of one (1) day per month at the beginning of each of the first ten (10) months of employment. Thereafter, ten (10) days are added to the Employee's entitlement on each anniversary of the Employee's engagement.
- c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.
- d) Sick Leave is not paid while an Employee is receiving Workers' Compensation.
- e) Personal/carer's leave will be paid at the Employee's Wage Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the Employee must meet the following requirements:
  - (i) Have accrued personal/carer's leave;
  - (ii) Notify their supervisor of the absence as soon as possible and no later than four hours from the Employee's start time. If the Employee fails to notify their supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.14;
  - (iii) Advise the Company how long the absence on personal leave is likely to be; and
  - (iv) Produce evidence satisfactory to the Company of the illness or injury or the need to use personal leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Company will mean a medical certificate from a registered Health Practitioner stating the nature of the illness and the period the Employee will be unable to work.
- f) Personal/carer's leave will accumulate from year to year.
- g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or termination due to the completion of the Project . Where an Employee's employment is terminated in accordance with clause 3.10 of this Agreement or the Employee resigns from the Company, payment for unused personal/carer's leave will not occur.
- h) If an Employee whose employment is terminated is re-engaged by the Company on the Project within a period of six (6) months, the Employee's unclaimed personal/carer's leave from the previous engagement will continue from the date of re-engagement. This re-crediting does not include any personal/carer's leave accruals that were paid out on termination pursuant to clause 7.2(g) above.
- i) An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement.

- j) On each occasion that an Employee takes carer's leave, the Employee must provide the Company with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Company's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Company.
- k) An Employee may request to cash out any accumulated but untaken paid personal/carer's leave in excess of fifteen (15) days. The 'cashing out' process will occur in the first pay period in December and only when an Employee makes a written request to cash out their paid personal/carer's leave. Any agreement made between the Company and the Employee to cash out personal leave will be a separate agreement in writing.
- l) Unpaid Carer's Leave
  - (i) Employee(s) are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave. The Company will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.
  - (ii) The Employee will provide notice to the Company as soon as reasonably practicable. The Company may require an Employee to provide to the Company in accordance with the National Employment Standards (NES) documentary evidence confirming the need to take such leave.

### **7.3 Compassionate Leave**

- a) Employee(s) will be entitled to compassionate leave in accordance with the FW Act.
- b) An Employee will be entitled to a period of two (2) days paid compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to his/her life; or sustains a personal injury that poses a serious threat to his/her life; or dies.
- c) The Employee will provide notice to the Company as soon as reasonably practicable.
- d) The Company may require an Employee to provide to the Company, in accordance with the FW Act, documentary evidence confirming the need to take such leave.
- e) For casual Employees, compassionate leave is unpaid leave.
- f) The Company, at its sole discretion, may grant up to ten working days of unpaid leave in accordance with this clause.

#### **7.4 Parental Leave**

- a) Employee(s) will be entitled to parental leave in accordance with applicable legislation (e.g., the FW Act, and the Paid Parental Leave Act 2010 (Cth)).
- b) In addition to 7.4 (a), where applicable, Employee(s) who have completed at least twelve (12) months of continuous and unbroken service with the Company shall be eligible for either:
  - i. Primary carer paid parental leave of twelve (12) weeks where the Employee will have responsibility for the primary care of a child immediately following the birth or placement of a child in the case of adoption or surrogacy; or
  - ii. Secondary carers paid parental leave of ten (10) days where the Employee is the secondary carer of the child, to be taken within 2 months of the birth of their child or placement in the case of adoption or surrogacy.
- c) Payment for Parental Leave shall be at the Employee's Ordinary Time Hourly Rate, paid in accordance with their terms of their engagement.
- d) Superannuation payments and leave entitlements will continue to accrue whilst an employee is on a period of paid parental leave.

#### **7.5 Jury Service**

- a) An Employee (other than a casual Employee) called for jury service during ordinary hours will be reimbursed by the Company by an amount equal to the difference between the amount paid by the Court and the amount of ordinary time earnings the Employee would have received for the ordinary time hours expended at the Court. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.
- b) The Employee will notify the Company as soon as practicable, of the date upon which the Employee is required to attend for jury service.
- c) The Employee will provide the Company with proof of attendance, duration of attendance and amount received.

#### **7.6 Long Service Leave**

- a) The Company will register each Employee in the Building and Construction Industry Long Service Leave Payments Corporation scheme for the duration of the Employee(s) period of employment on the Project (if not already registered on commencement of employment).
- b) An Employee will be entitled to payment of long service leave where applicable calculated on their base hourly rate of pay and productivity allowance stipulated in this Agreement.

#### **7.7 Requests for Flexible Working Arrangements**

An Employee who has worked with the Company for at least 12 months, and falls within one of the categories of Employee(s) who can request flexible working arrangements in accordance with the provisions of the FW Act, clause 6 of the Building and Construction General On-site Award 2020, and applicable Company policies and procedures, may

submit a request to the Company for a change in working arrangements, in accordance with these provisions, as amended from time to time.

### **7.8 Community Service Leave**

Employee(s) will be entitled to community service leave in accordance with the NES in the FW Act.

### **7.9 Public Holidays**

- a) Employees (other than casual Employees) will be entitled to the following public holidays without deduction of their ordinary time earnings for their ordinary hours of work on the day or part-day:
1. New Year's Day;
  2. Australia Day;
  3. Good Friday;
  4. Easter Saturday;
  5. Easter Sunday
  6. Easter Monday;
  7. Anzac Day;
  8. Labour Day;
  9. King's Birthday;
  10. Christmas Day;
  11. Boxing Day; or
  12. Any other day, or part day, declared or prescribed by or under a law of the State of New South Wales as a public holiday, other than a day or part-day or a kind of day or part-day that is excluded by the *Fair Work Regulations 2009* (Cth) from counting as a public holiday.
- b) A Day Worker or a Shift Worker on Day Shift who is requested to work on a public holiday nominated herein will be paid at the rate of double time and a half of their ordinary rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.
- c) A Shift Worker on Night Shift who is rostered to work on a public holiday nominated herein will be paid at the rate of double time and a half of their ordinary rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.
- d) Shift Worker(s) (excluding casual Employee(s)) will be paid their ordinary time earnings for their ordinary hours of work for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 7.9 d) will only apply when the Public Holiday(s), as provided for in clause 7.9 a), falls on any day between Monday and Friday.
- e) Employee(s) required to work on a public holiday will be afforded a minimum of 4 hours' work, or be paid as such.

It will be available for the Company and a majority of the affected Employee(s) to substitute a nominated public holiday for another day and the prescriptions of this clause 7.9 will apply to the substituted day.

### 7.10 Union Picnic Day

- a) No work shall be scheduled on the Union picnic day which occurs on the first Monday in December each year, or on a substitute day as agreed with a majority of Employees.
- b) If an Employee is absent from work on the Union picnic day, the Company must pay the Employee their ordinary time earnings for the Employee's ordinary hours of work on the day. If the Employee does not have ordinary hours of work on the union picnic day, the Employee is not entitled to payment under this section.
- c) If an Employee is required to work on the union picnic day and that day hasn't been substituted in accordance with this clause, then the Employee will be afforded a minimum of 4 hours work or paid as such, and paid at the rate of double time and a half of their ordinary rate of pay for all hours worked.

### 7.11 Family and Domestic Violence Leave

- a) For the purpose of this clause 7.11:
  - (i) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that seeks to coerce or control the employee and causes the employee harm or to be fearful.
  - (ii) A **close relative** of the Employee is a person who is a member of the Employee's immediate family or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- b) An Employee who is experiencing family and domestic violence, is entitled to take up to 10 days of paid family and domestic violence leave in a 12 month period. Reasonable additional leave will be considered, on the provision of evidence in accordance with clause 7.11 e) below.
- c) Family and domestic violence may be taken for the purposes of:
  - (i) attending court hearings, counselling, and appointments with a medical or legal practitioner;
  - (ii) accessing police services;
  - (iii) making safety arrangements including relocation; or
  - (iv) other actions associated with the experience of family and domestic violence.
- d) Family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day.
- e) The Employee shall give as much notice as reasonably practicable prior to taking leave under this clause.
- f) The Company may require the Employee to produce evidence to the Project Human Resources Manager to support the need for family and domestic violence

leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

- g) If an Employee takes a period of paid family and domestic violence leave in accordance with this clause, the Company will pay the Employee at the Employee's Base Rate of Pay for the Employee's ordinary hours of work in the period.
- h) Family and domestic violence leave does not accumulate from year to year and is not paid out on termination of employment.

## **Part 8 - ADMINISTRATION**

### **8.1 Workers Comp. Top-Up Insurance and 24 Hour Sickness and Accident Cover**

- a) The Company will provide top-up workers compensation insurance, a 24-hour sickness and accident insurance for Employees, including casuals, covered by this Agreement. Chifley Services Pty Ltd is the agreed provider.
- b) The Company agrees to the agreed provider's EBA income protection policy terms and conditions.
- c) Employee(s) will be registered with the agreed provider.
- d) The agreed provider will supply this insurance and the level of monthly contribution per employee will not exceed 3% + GST of gross wages and at a minimum the insurance will cover the following:
  - (i) Payments to commence within 14 days of a claim being correctly submitted;
  - (ii) Payments per week to the Employee by the insurer of 90% income (100% for workers compensation top up) to a maximum of \$4,500.00;
  - (iii) Sickness benefit;
  - (iv) Accident benefit;
  - (v) Workers' compensation tops up insurance;
  - (vi) Superannuation contribution benefit meeting the applicable superannuation guarantee contributions rate based on the employee's pre-disability income up to a maximum of \$500.00 per week;
  - (vii) 104 weeks cover for all conditions except for Mental health conditions which will be covered for 26 weeks.
- e) In the event that the agreed provider for the purposes of this clause refuses to cover a particular claim, the Company will not be liable for such a claim.
- f) Where a Return to Work Plan (RTW Plan) exists all requirements of the RTW plan must be adhered to in relation to the income protection insurance benefit.

### **8.2 Payment of Wages**

- a) Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s). Employee(s) may nominate a maximum of two (2) accounts.
- b) Employees are required to nominate to the Company the account(s) at a bank or other financial institution at the time of engagement.

- c) The pay week will be from Monday to Sunday, with wages being transferred to the Employee(s) nominated financial institution on the following Thursday by 6:00pm.
- d) Where a payment falls on a public holiday, the Company will make the payment in respect of Employees on the following working day.
- e) The Company will, upon written request by the Employee, provide payroll deduction services that are lawful for the Company to make under legislation.
- f) All wage increases during the life of this Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.
- g) Any overpayment of wages made to the Employee in error by the Company will, by agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) with the Employee and must be satisfied while the Employee is employed by the Company.
- h) Employee(s) will not unreasonably withhold consent for reimbursement of overpayment of wages.

### **8.3 Salary Packaging**

- a) Employees may sacrifice salary in accordance with relevant taxation legislation. Employee(s) have the option of Chifley Services Pty Ltd, Simply Green Pty Ltd or an approved bona-fide Salary Packaging provider for Salary Packaging services.
- b) Any costs incurred (including Fringe Benefit Tax and administrative costs) will be met by the employee.
- c) Participation in salary packaging arrangements will not affect salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

### **8.4 AWU Delegates / Employee Representative**

- a) This clause outlines the rights for Employee representatives and Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented or not.
- b) Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.
- c) The Company shall not initiate, be involved in, or interfere with the election of a Union Delegate(s).
- d) Where an Employee has been elected as a Union Delegate/Employee Representative, the Company will recognise the following rights:
  - (i) the right to be treated fairly and to perform their role without any discrimination in their employment;
  - (ii) the right to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

- (iii) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;
- (iv) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- (v) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;
- (vi) the right to represent the interests of members in their workplace to the Union, the Company and industrial tribunals/courts;
- (vii) the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;
- (viii) the right to up to 5 days paid time (including wages, productivity allowance and fares) each calendar year non-cumulative, to attend courses approved by the Company which are directed to improving the skills and knowledge of the participant in the system of workplace relations, at such times as agreed with the Company;
- (ix) prior to the Company making a decision to terminate or transfer a Union Delegate/Employee Representative, the Company shall notify the Union Delegate 1 week in advance of such termination or transfer. Payment in lieu of notice may be made by agreement. This clause 8.3 (e) (ix) does not apply in the case of serious or wilful misconduct, as defined at 3.10 (i) in which case clause 3.10 (h) shall apply;
- (x) Union members employed by the Company have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement, where they so choose.
- (xi) A representative of the AWU (AWU Organiser) will have a standing invitation to attend all inductions at an agreed time for the purpose of being introduced to the Employees and discussing the terms and conditions of this agreement.

## **8.5 Facilities**

- a) The Company shall provide an agreed facility for the use of the Union Delegate/Employee Representative to perform their duties and functions as the on site representative of the employees. The provision of the facility is to ensure that the Union Delegate/Employee is able to effectively perform his/her functions in a professional and timely manner.
- b) The facility shall include a suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Employee Representative. The Company will respect the privacy of the nominated Employee Representative's use of these facilities and will not monitor communications using those facilities.

## **8.6 Severability**

- a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.



- b) The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the FW Act will not be taken affect the binding force and effect of the remainder of the Agreement.
- c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

### **8.7 Employee Awareness**

Employee(s) will be provided with a copy of this Agreement at the commencement of their employment.

### **8.8 Immigration Compliance**

- a) The Company recognises its obligations in respect of compliance with Australian immigration laws.
- b) No person will be employed by the Company under this Agreement unless it is verified that they have the right to work in Australia.

### **8.9 Restrictive Work Practices**

Employee(s) will not make or pursue claims either individually or with other Employee(s), seeking restrictions as to manning levels, flexibility of roster arrangements, skill mix of Employee(s), flexibility in the use of labour, use of contract and/or supplementary labour, working of overtime, demarcations of work for any reason, or any other limitations on the Company's operational requirements.

### **8.10 Other Employment**

In order to manage fatigue, conflict of interest and other issues, Employee(s) must not engage in any additional employment or provide any paid services to anyone other than the Company during the employment under this Agreement without the prior written consent of the Company.

### **8.11 Confidentiality**

Employee(s) must not during their employment or at any time thereafter, without the prior written consent of the Company or as otherwise required by law, comment on or disclose directly or indirectly, to any person for any reason other than the conduct of the Company's business, any secrets, Project information, operations information, formula, process, methods, products, records, client information, prices, commissions, data or any other information belonging to the Company or any related body corporate of the Company or belonging to any of the Company's clients or business associates ("the Information"), nor will Employee(s) during their employment or thereafter without the prior written consent of the Company or as otherwise required by law use any part of the information for any purpose other than the Company's business.

## Part 9 - SIGNATORIES

Signed for and on behalf of OK STEELEX SERVICES Pty Ltd by:



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Signature of Authorised Person

Len Beyers

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Name of Authorised Person

Director

---

Position of Authorised Person

PO Box 782 Port Macquarie NSW 2444

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Address

30.11.24

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Date

Noted that the above person is authorised by OK STEELEX SERVICES Pty Ltd to sign this Agreement on its behalf.

**Signed for and on behalf of The Australian Workers' Union by:**



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Signature of Authorised Person

Anthony Callinan

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Name of Authorised Person

AWU NSW Branch Secretary

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Position of Authorised Person

Level 3, 16-20 Good St, Granville NSW 2142

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Address

6 December 2024

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Date

Noted that the above person is authorised by The Australian Workers' Union to sign this Agreement on its behalf.

**Appendix A CLASSIFICATION STRUCTURE & WAGE RATES: Civil Worker (“CW”)**

The Civil Worker (“CW”) classifications will apply to Employee(s) performing Civil Works (as prescribed in clause 2.3(b) above), and who are engaged in the classifications set out in this Appendix A below.

The Wage Rates will increase as set out in Table 1 below.

# Table 1 below summaries all Wage Rate increases under this Agreement that will apply on and from the first full pay period after the specified date.

**Determination of Classification for individual Employees**

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Company, regardless of that person’s level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.
4. With respect to roles where there are licensing or regulatory requirements, only employees who meet the requirements can be classified in these roles.

	<b>Primary Role Employee Engaged to Perform</b>	<b>From the first full pay period after Agreement approved</b>
<b>CW3</b>	Steel fixer	\$44.99

**# Table 1: Wage Rates – Civil Workers**

The Wage Rates for each classification will as prescribed in Appendix A, escalate from the first full pay period after the indicated escalation date as follows.

	<b>1 October 2024</b>		<b>1 April 2025 (2.25%)</b>	
	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>
<b>CW3</b>	\$44.99	\$1,619.72	\$46.00	\$1,656.16

	<b>1 October 2025 (2.25%)</b>		<b>1 April 2026 (2.25%)</b>		<b>1 October 2026 (2.25%)</b>		<b>1 April 2027 (2.25%)</b>	
	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>
<b>CW3</b>	\$47.04	\$1,693.42	\$48.10	\$1,731.53	\$49.18	\$1,770.48	\$50.29	\$1,810.32

	<b>1 October 2027 (2.25%)</b>	
	<b>Rate per hour</b>	<b>Rate per 36 hour week</b>
<b>CW3</b>	\$51.42	\$1,851.05

**APPENDIX B**

**ALLOWANCES & CONTRIBUTIONS**

<b>Flat or All Purpose</b>	<b>Allowance/Contribution</b>	<b>Amount</b>	
Flat	<b>Daily Fares and Travelling Allowance (for the life of the Agreement) as per clause 5.5</b>	1/10/2024	\$48.00
		1/10/2025:	\$49.00
		1/10/2026	\$50.00
Flat	<b>Productivity Allowance (per hour worked) as per clause g)</b>	1/10/2024	\$6.40
		1/10/2025:	\$6.50
		1/10/2026	\$6.60
Flat	<b>Leading Hand Allowance (per week)</b>		
	In charge of 2-5 persons		\$45.00
	In charge of 6-10 persons		\$60.00
	In charge of 11 plus persons		\$75.00
Flat	<b>First Aid Allowance (per day)</b>		
	- Senior First Aid		\$3.01
	- Occupational First Aid		\$4.77
Flat	<b>Overtime Meal Allowance (for the life of the Agreement)</b>	Commencement:	\$23.50
		1/10/2025:	\$24.50
		1/10/2026	\$25.50
All Purpose	<b>Tradesperson Allowance</b>		
	- Appendix A - Tradesperson Allowance (Per Hour)		\$1.50
	- Appendix B - Tradesperson Allowance (Mechanical & Electrical) (Per Hour)		\$3.00
Flat	<b>Electrician Licence Allowance (Per Wek)</b>		\$72.50
Flat	<b>On Call Allowance (Per Day)</b>		
	Monday to Friday		\$46.80
	Weekend or Public Holiday		\$70.20
N/A	<b>Shift Penalties</b>		
	- Day Shift		Wage Rate
	- Night Shift		Wage Rate plus 50%
	- Night Shift after 30 June 2027		Wage Rate plus 100%
Flat	- <b>Redundancy Contribution (per week)</b>	Commencement:	\$180.00
		1/10/2025	\$190.00
		1/10/2026	\$200.00

	<b>Superannuation (per week) as per clause 5.13</b>	11%
Flat	<b>Workers Compensation Top Up Insurance and 24-Hour Accident Cover (per month)</b>	As per clause 8.1

## Appendix C APPRENTICES – CIVIL WORKERS

Apprentices engaged directly by the Company will be paid the following Wage Rates:

Level	Percentage of Relevant Wage Rate of CW5
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

### Adult Apprentice Wage Rate:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of CW5
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

**Productivity Payment:** The Company will pay Productivity Payment prescribed at clause g).

**Daily Fares and Travelling Allowance:** The Company will pay the full daily fares and travelling allowances prescribed at clause 5.5.

**Superannuation:** The Company will make Superannuation contribution as prescribed at clause 5.13.

**Appendix D RDO CALENDAR**

**CALENDAR 2024**

Monday January 1	Public Holiday
Tuesday January 2	RDO (fixed)
Friday January 26	Public Holiday
Saturday January 27	RDO (Saturday)
Monday February 19	RDO (flexible)
Monday March 18	RDO (flexible)
Friday March 29	Public Holiday
Saturday March 30	Public Holiday
Sunday March 31	Public Holiday
Monday April 1	Public Holiday
Thursday April 25	Public Holiday
Friday April 26	RDO (fixed)
Saturday April 27	RDO (Saturday)
Monday May 20	RDO (flexible)
Saturday 8 June	RDO (Saturday)
Monday 10 June	Public Holiday
Tuesday 11 June	RDO (fixed)
Monday 8 July	RDO (flexible)
Monday 12 August	RDO (flexible)
Monday 9 September	RDO (flexible)
Saturday 5 October	RDO (Saturday)
Monday 7 October	Public Holiday
Tuesday 8 October	RDO (fixed)
Monday 4 November	RDO (flexible)
Saturday 30 November	RDO (Saturday)
Monday 2 December	Industry Picnic Day
Tuesday 3 December	RDO (fixed)
Wednesday 25 December	Public Holiday
Thursday 26 December	Public Holiday
Saturday 28 December	RDO (Saturday)

RDO Calendars - To be developed in consultation with the project consultative committee