

Bild Services Pty Ltd
Urban Land Subdivision
Construction Agreement
2023 - 2026

Contents

PART I – APPLICATION AND OPERATION.....	4
1 TITLE	4
2 DEFINITIONS	4
3 PERSONS BOUND	6
4 NOMINAL EXPIRY DATE.....	6
5 APPLICATION / SCOPE.....	6
6 OBJECTIVES AND COMMITMENTS.....	7
PART II - CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION	8
7 CONSULTATION TERM.....	8
8 EMPLOYEE REPRESENTATIVE	10
9 POSTING OF AGREEMENT	10
10 DISPUTE AND GRIEVANCE PROCEDURE.....	10
PART III – SAFETY	12
11 GENERAL SAFETY MATTERS	12
12 HEALTH AND SAFETY	12
13 SABOTAGE.....	13
14 INDUCTIONS.....	13
PART IV - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS.....	14
15 TERMINATION OF EMPLOYMENT	14
16 COUNSELLING AND DISCIPLINARY PROCEDURE.....	15
17 CONTRACT OF EMPLOYMENT.....	16
18 PROBATIONARY PERIOD	17
19 REDUNDANCY	17
20 STANDING DOWN OF EMPLOYEES	18
PART V - WAGE RATES.....	19
21 CLASSIFICATION STRUCTURE.....	19
22 WAGE INCREASES	19
23 HIGHER DUTIES	19
24 INDUSTRY ALLOWANCE	19
25 PLANT MAINTENANCE ALLOWANCE	19
26 FARES AND TRAVELLING ALLOWANCE	19
27 FIRST AID ALLOWANCE	20
28 LAUNDRY ALLOWANCE	20
29 OVERNIGHT ACCOMMODATION ALLOWANCE.....	21
30 INCOME PROTECTION INSURANCE	21
31 ACCIDENT MAKE-UP PAY	22
32 PAYMENT OF WAGES.....	22
33 SUPERANNUATION.....	22
34 INCLEMENT WEATHER	22
35 HOURS OF WORK	24
36 OVERTIME.....	24
37 NIGHT WORK.....	25
38 ROSTERED DAYS OFF (RDO)	25
39 MEAL ALLOWANCE	26
40 CALL OUT	26
41 PUBLIC HOLIDAYS	27
42 SHIFT WORK	27
PART VII - LEAVE AND PUBLIC HOLIDAYS.....	28

43	ANNUAL LEAVE	28
44	CHRISTMAS AND EASTER SHUTDOWN	28
45	PERSONAL LEAVE / CARERS LEAVE	28
46	PARENTAL LEAVE.....	29
47	COMPASSIONATE LEAVE	29
48	JURY SERVICE	29
49	COMMUNITY SERVICE.....	29
50	MENTAL HEALTH DAY.....	30
51	LONG SERVICE LEAVE	30
52	FAMILY AND DOMESTIC VIOLENCE LEAVE	30
53	TRAINING AND RELATED MATTERS	31
PART IX - GENERAL EMPLOYMENT ARRANGEMENTS.....		32
54	MENTAL HEALTH & WELLBEING	32
55	AMENITIES.....	32
56	CLOTHING ISSUE AND SAFETY FOOTWEAR AND EQUIPMENT	32
57	FLEXIBLE WORKING ARRANGEMENTS	33
58	FLEXIBILITY TERM	33
59	SIGNATORIES	35
APPENDIX A - CLASSIFICATION STRUCTURE		36
APPENDIX B – RATES OF PAY		38
APPENDIX C – AMENITIES.....		39
APPENDIX D – LEAVE CALENDARS		40

PART I – APPLICATION AND OPERATION

1 TITLE

Urban Land Subdivision Construction Agreement 2023 - 2026 (“**Agreement**”).

2 DEFINITIONS

“**Afternoon Shift**” means a shift commencing on or after 12.00pm midday and before 8.00pm.

“**Agreement**” means the Urban Land Subdivision Construction Agreement 2023 - 2026.

“**Apprentice**” means a person defined as an Apprentice by the Education and Training Reform Act 2006 (Vic).

“**ATO**” Australian Taxation Office

“**Building Code**” means the Code for the Tendering and Performance of Building Work 2016.

“**Company**” means Bild Services Pty Ltd, ABN 85 088 563 571. (“**Employer**”)

“**Continuous Shift Worker**” 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 meals breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts, and who regularly works on Sundays and public holidays.

“**Construction Works**” means all Works awarded to the Company which involves the construction, repair, maintenance, demolition and commissioning of a Project, including any works incidental or ancillary that will ensure those works can be completed.

“**Day Worker**” means an Employee engaged to commence work between 6.00am and 12.00pm midday on a regular basis.

“**Depot**” is to be accepted as the Fixed Business Address that the Employee lives nearest to and has been formerly assigned to the Employee within their employment agreement. An Employees Depot is subject to change as the Employee adjusts their normal place of residence or the Company acquires and established an additional Fixed Business Address nearer.

“**Disciplinary Action**” means action by the Company to discipline an Employee for unsatisfactory performance, misconduct or serious misconduct up to and including termination of employment.

“**DWG**” means a Designated Work Group as defined in the Occupational Health and Safety Act 2004 (Vic).

“**Employee**” means any Employee of the Company whose employment is covered by the terms of this Agreement.

“**Employee Representative**” means an Employee selected or elected by an Employee to assist/represent them during discussions/meetings with Company management. The number of Employee Representatives will be determined on the needs, size and geographical composition of the Projects.

“**Fixed Business Address**” means the various allotments of land to which the business bases its operations including, but subject to change as new locations are established:

Campbellfield, 133 Metrolink Circuit

Ballarat East, 122 Fussell Street

Geelong, 82 Brougham Street

Moama, 61 Echuca Street

Bendigo Depot as assigned by management

“**FW Act**” means the Fair Work Act 2009 (Cth).

“**HSC**” means Health and Safety Committee.

“HSR” means Health and Safety Representative.

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

“Night Shift” means a shift starting at or after 8.00pm and before 6.00am.

“OHS Act” means the Occupational Health and Safety Act 2004 (Vic) and associated Regulations.

“WHS” means Workplace Health and Safety.

“Ordinary Hours” means the Ordinary Hours that the Employee is required to work which are 7.6 hours per day Monday to Friday and which shall average thirty-eight (38) hours per week.

“Overnight Accommodation Allowance” means an allowance to cover expenses such as temporary accommodation, food, drinks and incidentals while the Employee is travelling for work purposes. The application of this allowance is determined by the relevant ATO tax determination.

“Part time employment” means an Employee that is engaged to work a regular pattern of hours which is less than thirty-eight (38) hours per week.

“Parties” means Employee, the Company and the Union.

“Project” means the works completed for the purpose of land Subdivision and associated works, and includes civil, earthmoving, rock crushing, road construction, drains, dams/wetlands, channels/creeks, waterworks, pipe tracks, water and sewerage works, conduits, utility services, traffic control and all concrete work and preparation incidental thereto.

“Project Manager” means the person appointed by the Company as the Construction Manager for the Project (or his/her nominated internal appointee).

“Regulator” means an investigator as appointed by the Work Health and Safety Act 2011 (Cth) and associated Regulations.

“Shift Worker” means as per the NES and this Agreement is a seven-day shift worker who is roster to work regularly on Sunday and holidays.

“Site” means an area associated with a Project and other related locations as defined from time to time by the Company.

“Subdivision” means the division of land into two or more parts which be disposed of separately.

“Trainee” means a person defined as a trainee by the Education and Training Reform Act 2006 (Vic).

“Wage Rate” means the Employee’s base rate of pay outlined in Appendix B.

“Works” means all works carried out on the Project, up to and including Project handover.

3 PERSONS BOUND

The persons bound to this Agreement are:

- Bild Services Pty Ltd, in combination with:
- All persons who are employed by the Company (“**Employees**”) as applied by clause 5.1 of this Agreement; and
- Employees who are engaged in any of the classifications listed in Appendix A

4 NOMINAL EXPIRY DATE

- 4.1. This Agreement shall commence operation from the 7th day after the Agreement is formally approved by Fair Work Commission and shall have a nominal expiry date of 31 August 2026.
- 4.2. This Agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the provisions of the Fair Work Act.
- 4.3. Three months before the nominal expiry date of the Agreement, the persons covered by the Agreement will agree to commence a review of the terms of this Agreement and commence bargaining to replace this Agreement

5 APPLICATION / SCOPE

- 5.1. This Agreement covers and applies to all Employees engaged on a Project, within the state of Victoria, who undertake residential and commercial land Subdivision Construction Works, for whom classifications and wage rates are prescribed by this Agreement for the duration of their employment on the Project.
- 5.2. The Agreement incorporates the National Employment Standards (NES) and the Building and Construction General On-site Award 2020, provided that where there is any inconsistency or anomaly between the terms of the Agreement, the NES and the Award, the NES shall prevail unless the Agreement provides superior terms to the NES and/or the Award.
- 5.3. This Agreement is to be read in conjunction with the Company Code of Conduct, policies and procedures as varied from time to time in accordance with legislative changes and business requirements. The Code of Conduct, policies and procedures do not form part of this Agreement, to the extent that they appear to impose any obligation on Employees, they are intended to be guidelines only and operate as lawful and reasonable directions.
- 5.4. The Parties note specifically that the Agreement does not apply to:
 - a. Management and supervisory personnel;
 - b. Transportation or deliveries of material and or equipment to and from the Project;
 - c. Security personnel;
 - d. Engineers/technicians/surveyors;
 - e. Clerical and administration personnel;
 - f. Metal Construction Projects
 - g. The off-site manufacturing of fabrication or materials or supplies (including pre-cast facilities);
 - h. Tunnels with a diameter greater than 3 meters;
 - i. Landscaping and public open space.

6 OBJECTIVES AND COMMITMENTS

- 6.1. The objectives of this Agreement are:
 - 6.1.1. To provide a detailed set of agreed employment benefits, conditions, rights and obligations;
 - 6.1.2. To establish practices that will enable the creation of a cooperative and productive workplace;
 - 6.1.3. To support the implementation where reasonable and practical WHS practices, procedures and training that is above statutory levels;
 - 6.1.4. To facilitate fair and equitable employment practices in the workplace;
 - 6.1.5. To improve efficiency in the workplace;
 - 6.1.6. The establishment and observance of Dispute and Grievance Procedure without industrial action; and
 - 6.1.7. Maintaining a stable and skilled direct workforce, as operational requirements allow
- 6.2. The Company and the Employees to this Agreement commit themselves to ensuring:
 - 6.2.1. The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;
 - 6.2.2. The Agreement is consistent with the provisions of the FW Act;
 - 6.2.3. Productivity gains will be achieved without degradation of health and safety standards;
 - 6.2.4. The Dispute and Grievance Procedure provided herein are strictly adhered to;
 - 6.2.5. The Company and the Employees recognise the benefits of a flexible workforce and commit to implement employment practices to support this;
 - 6.2.6. The Company and the Employees acknowledge that the employment of contractors, sub-contractors or labour hire can provide flexibility and support to the Company's direct Employees, and recognise the employment of such contractors, sub- contractors or labour hire has the potential to provide efficiency gains for Company; and
 - 6.2.7. The Company and the Employees respect the environment and will work together to trial and then utilise environmentally friendly initiatives.

PART II - CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION

7 CONSULTATION TERM

- 7.1. This clause 7 applies if the Company:
- 7.1.1. Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - 7.1.2. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 7.2. For a major change referred to in Subclause 7.1.1:
- 7.2.1. The Company must notify the affected Employees (“Relevant Employees”) of the decision to introduce the major change; and
 - 7.2.2. clauses 7.3 to 7.9 apply.
- 7.3. The Relevant Employees may appoint a Representative for the purposes of the procedures in this clause 7.
- 7.4. If:
- 7.4.1. A Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
 - 7.4.2. The Employee or Employees advise the Company of the identity of the representative;
 - 7.4.3. The Company must recognise the representative.
- 7.5. As soon as practicable after making its decision, the Company must:
- 7.5.1. Discuss with the Relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 7.5.2. For the purposes of the discussion-provide, in writing, to the Relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed;
 - ii. and information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.
- 7.6. However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 7.7. The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 7.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in Subclause 7.2.1 and clauses 7.3 and 7.5 are taken not to apply.
- 7.9. In this clause 7, a major change is likely to have a significant effect on Employees if it results in:
- 7.9.1. The termination of the employment of Employees; or

- 7.9.2. Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- 7.9.3. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 7.9.4. The introduction of the Company Fitness for Work policy;
- 7.9.5. The alteration of hours of work; or
- 7.9.6. The need to retrain Employees; or
- 7.9.7. The need to relocate Employees to another workplace; or
- 7.9.8. The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.10. For a change referred to in Subclause 7.1.2:
 - 7.10.1. The Company must notify the Relevant Employees of the proposed change; and
 - 7.10.2. clauses 7.11 to 7.15 apply.
- 7.11. The Relevant Employees may appoint a representative for the purposes of the procedures in this clause 7.
- 7.12. If:
 - 7.12.1. A Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
 - 7.12.2. The Employee or Employees advise the Company of the identity of the representative;the Company must recognise the representative.
- 7.13. As soon as practicable after proposing to introduce the change, the Company must:
 - 7.13.1. Discuss with the Relevant Employees the introduction of the change; and
 - 7.13.2. For the purposes of the discussion-provide to the Relevant Employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - iii. Information about any matters that the Company reasonably believes are likely to affect the Employees; and
 - iv. invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.14. However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 7.15. The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 7.16. In this term:

“relevant employees” means the employees who may be affected by a change referred to in subclause 7.1
- 7.17. The Employer will in good faith follow the consultation and communication process discussed in this clause 7, however nothing in this clause 7 will in any way preclude

the Employer from making a decision under their sole discretion in relation to this clause 7.

8 EMPLOYEE REPRESENTATIVE

- 8.1. Employees may choose to elect an Employee Representative.
- 8.2. The Parties recognise the role the Employee Representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the Parties recognise that the Employee Representative is a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.
- 8.3. The Parties recognise that Employee Representatives may be involved in assisting Employees where requested pursuant to the Dispute and Grievance Procedure of this Agreement.

8.4. Employee Representatives and Their Rights

Where an Employee has been elected as an Employee Representative, the Company will recognise the following rights:

- 8.4.1. The right to perform their role without any unlawful discrimination in their employment;
- 8.4.2. For the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;
- 8.4.3. 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; and

9 POSTING OF AGREEMENT

- 9.1. To ensure that the Parties are aware of the terms of the Agreement, a copy of the Agreement shall be:
 - 9.1.1 Given to each Employee;
 - 9.1.2 Given to the Employee Representative on request; and
 - 9.1.3 Placed on the main noticeboard for ready access.

10 DISPUTE AND GRIEVANCE PROCEDURE

- 10.1. A major objective of this Agreement is to eliminate lost time and/or lost productivity arising out of disputes or grievances. Disputes over any work related, industrial matter, NES or any matters arising out of the operations of the Agreement shall be dealt with as close to its source as possible prior to referring the matter for resolution according to this clause 10.
- 10.2. The Employee/s concerned, or if requested by the Employee, an Employee Representative of their choice may first meet and confer with the Employee's immediate supervisor.
- 10.3. Alternatively, the Company may submit an issue to the Employee/s who may seek the assistance and involvement of an Employee Representative of their choice.
- 10.4. If the matter is not resolved at step 11.2 or 11.3 (if applicable), the affected Employee/s and the Company may arrange further discussions involving senior Company management, including the Employee Representative of the affected Employee's choice.
- 10.5. If the matter still cannot be resolved, the Employee or the Company may refer the matter to Fair Work Commission for final resolution of the matter by conciliation and/or arbitration. Subject to any right of appeal, any determination of Fair Work Commission shall be binding on the Employee and the Company.

- 10.6. Any resolution of a dispute under this clause by Fair Work Commission shall not be inconsistent with the Building Code 2016, or if it is replaced, any successor Code.
- 10.7. This procedure will where practicable be followed in good faith without unreasonable delay.
- 10.8. Work shall continue without interruption from industrial stoppages, bans, demarcations and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure. This means that the work/conditions applying immediately before the dispute will continue to apply.
- 10.9. Safety issues shall be isolated from industrial matters and any issues relating to safety shall be dealt with in accordance with Company procedure and clause 12 of this Agreement. Any safety issue arising from a matter dealt with by this Agreement, including the application of clause 12 of this Agreement or the NES may be dealt with in accordance with this clause 11.
- 10.10. If the Employee/Company refuse to follow any of the steps in this procedure, the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to Fair Work Commission.

PART III – SAFETY

11 GENERAL SAFETY MATTERS

All Employees working under this Agreement are bound by the OHS Act.

11.1. Material Handling

All material handling shall follow the guidelines stipulated in the applicable WHS legislation and as described in both the National Standard for Manual Tasks and the National Code of Practice for Manual Tasks August.

11.2. Site Safety Consultative Mechanisms

Employees' Health and Safety Representatives:

11.2.1. HSR shall be elected in accordance with the OHS Act; and

11.2.2. A HSR will be allowed appropriate paid time during working hours to attend to legitimate job matters directly affecting Employees he/she represents providing that the Representative seeks approval from their manager and agreement is reached. At all other times the Representative will perform productive work as directed within their classification. The role of HSR is not a full-time role.

11.3. Duties of Safety Supervisor and Health and Safety Representative/s

The Safety Supervisor and the HSR elected under the OHS Act shall be responsible for carrying out regular safety inspections, investigating safety complaints, taking all steps to ensure that safe work practices are observed, and that safety laws, procedures or Codes of Practice are strictly observed.

11.4. Safety Committee

11.4.1. A HSC will be established with the Company;

11.4.2. The HSC shall include the Company's nominated Safety Supervisor/Manager and the HSR;

11.4.3. The HSC shall meet as necessary to provide an overview of safety on the Project/s and assist in the promotion of a safe working environment on Project sites. The Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items; and

11.4.4. If a dispute regarding the Safety Committee arises the dispute will be resolved by the regulator.

12 HEALTH AND SAFETY

12.1. Subject to clause 11, the process for the resolution of health and safety issues, other than in relation to Inclement Weather, shall be reviewed and accepted by the HSC and as a minimum meet the following requirements:

12.2. If an Employee wishes to raise a health and safety issue in a workplace, that Employee must first report the issue to their direct supervisor or another management representative.

12.3. Should an Employee feel that satisfactory action has not been taken on a reported health and safety issue the following procedure should be adopted:

12.3.1. The Employee notifies the relevant DWG HSR (where one is elected) or Deputy HSR where the HSR is absent (where one is elected);

12.3.2. The DWG HSR will consult with the supervisor and the superintendent (or the Company's designated nominee) to resolve the health and safety issue;

12.3.3. Where there is no elected DWG HSR, the Employee will raise the issue directly with the supervisor and the superintendent.

- 12.4. Direction to cease work, other than in relation Inclement Weather which is dealt with in clause 34, may be given by a Company supervisor in consultation with the HSR, or the HSR in consultation with the Company supervisor provided:
- 12.4.1. An issue concerning health or safety arises;
 - 12.4.2. The issue concerns work which involves an immediate threat to the health or safety of any person; and
 - 12.4.3. Given the nature of the threat and degree of risk, it is not appropriate to adopt the normal issue resolution process.
- 12.5. Where a direction to cease work has been given, alternative suitable duties shall be assigned to those Employees affected. No Employee shall leave the site unless instructed to do so by the Company.

13 SABOTAGE

- 13.1. Sabotage is of concern on any work site and may affect safety, and therefore both the physical and mental well-being of all persons on site.
- 13.2. The Parties will not tolerate sabotage and will ensure that any person/s found to be responsible for such action is immediately dismissed.

14 INDUCTIONS

- 14.1. All Employees shall have attended the Basic Site Induction ('White Card' or equivalent) course conducted by a registered training organisation; or provide evidence of booking for an equivalent course before they are approved to work on site. This information shall be provided upon request.
- 14.2. In addition, all new Employees of the Company will be properly informed of:
- 14.2.1. The rights and obligations of this Agreement including its Dispute and Grievance Procedure;
 - 14.2.2. The appropriate work clothing and safety equipment;
 - 14.2.3. The Company's workplace behaviour expectations, safety rules and procedures; and
 - 14.2.4. Furthermore, it is recognised that workplace safety is aided if all new entrants to a particular Project receive an induction to the particulars and peculiarities of that site.
- 14.3. The induction presentation and material shall have regard to the language skills of the Employee.

PART IV - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

15 TERMINATION OF EMPLOYMENT

- 15.1. The Company will determine a fair and reasonable system of selection of Employees for termination associated with redundancies.
- 15.2. The Company may encourage and consider an Employee's request for voluntary redundancy in accordance with Project requirements.
- 15.3. The Dispute and Grievance Procedure set out in clause 10 will apply in the event of any dispute arising regarding redundancies.

15.4. **Notice of Termination**

The Company when terminating the employment of an Employee (excluding casuals and Employees engaged for a specific period, or specified task/s) shall give the Employee the following notice:

Period of Continuous Service	Period of Notice
One year or less	One week
Over one year and up to the completion of three years	Two weeks
Over three years and up to the completion of five years	Three weeks
Over five years	Four weeks

- 15.5. In addition to the above notice, Employees over 45 years of age who have completed at least two years continuous service when they receive notice shall be given an additional week of notice.
- 15.6. The Company at its discretion may give payment in lieu of notice, or part notice and part payment in lieu. The payment in lieu of notice shall equal the total of all amounts that, if an Employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee. Overtime payments are not included in payment in lieu of notice.
- 15.7. If the Employee fails to give the required notice or gives notice or is given notice but leaves before the end of the notice period, they shall forfeit the amount that would equal payment in lieu of notice, from any money owed by the Company.
- 15.8. If the Employee provides notice of termination before commencing annual or long service leave or while on annual or long service leave, the notice period will not commence until the conclusion of the leave period, unless agreed by the Company.
- 15.9. Notwithstanding the notice provisions of this clause, the Company retains the right to dismiss the employment without notice for serious misconduct as defined in regulation 1.07 of the Fair Work Regulations 2009 (Cth), in which case the Employee shall only be entitled to be paid for the time worked up to dismissal.
- 15.10. The Company at its discretion may suspend the Employee with pay and require the Employee not to attend for work for a period of up to seven working days during which it investigates alleged misconduct.
- 15.11. When there is an inherent requirement of the Employees position that they hold a valid drivers' licence free from any conditions; and any applicable registrations/qualification, it is the responsibility of the Employee to do all things necessary to maintain the relevant licences and registrations/qualifications. The Employee must immediately notify the Company if anything occurs which may impact the Employees ability to meet the requirements under this clause. In the first instance

the Company will take all reasonable steps to redeploy the Employee until they are able to return to their previous job classification. Where redeployment is unavailable the Company may elect to stand down the Employee without pay for duration of the term. Employees may elect to use accrued leave entitlements to receive payment for time when stood down. If the above options have been exhausted then failure to meet the requirements of this clause may result in disciplinary action up to and including termination of employment or the Employees employment may cease due to the inability to perform the inherent requirements of the position.

- 15.12. Subclause 15.4 and 15.5 shall not apply to an Employee engaged for a specific period, specific tasks/s, or on a casual basis.
- 15.13. The notice given by an Employee shall be the same as that required of the Company except that there shall be no additional notice based on the Employee's age.
- 15.14. Nothing in this Agreement shall affect the right of the Company to dismiss an Employee without notice for serious misconduct.

16 COUNSELLING AND DISCIPLINARY PROCEDURE

This procedure may be followed for all disciplinary cases including unsatisfactory performance, attendance or workplace behaviour.

To maintain a work culture of integrity and mutual trust, Employees and the Company will endeavour to adhere to the following procedure.

Step 1 - Warning/Counselling

In the event the Company is concerned regarding an Employee's performance and/or conduct the Employee will be given an opportunity to provide an explanation.

The Company will consider this explanation and any relevant facts. If the Company considers it appropriate, the Employee will be reminded of this procedure and advised that they may be issued with a first warning. The Company will also inform the Employee that failure to correct their performance or conduct, may lead to further warnings.

The Employee will be advised of the required performance and/or conduct.

The warning is to be documented and a copy provided to the Employee.

Step 2 - Written / Improved Performance

Where the Company has ongoing concerns regarding the Employee's performance and/or conduct the Employee will be given an opportunity to provide an explanation.

The Company will consider this explanation and any relevant facts. If the Company considers that it is appropriate, a written warning may be issued stating the opportunity previously given for improvement.

The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement, or any further instances of poor performance or conduct may lead to dismissal without further warning.

The written warning will also provide feedback to the Employee on how to improve their performance and/or conduct.

Step 3 - Dismissal

If the Employee has failed to meet required standards of improvement in performance and/or conduct the Company will explain their concern to the Employee.

The Employee will be given an opportunity to provide an explanation.

The Company will consider the explanation and any relevant facts. If the Company considers it appropriate, notice of dismissal may be given by the Company.

While in most cases, each step of the procedure will be followed in sequential order, certain serious breaches of procedure such as, but not limited to, the Alcohol and Drug procedure, and those defined in the FW Act may result in an Employee being immediately subjected to Step 2 or Step 3 of this procedure.

This procedure does not take away the right of the Company to dismiss an Employee without notice for serious wilful misconduct or the right of an Employee to seek advice from an Employee Representative at any stage of this procedure.

17 CONTRACT OF EMPLOYMENT

17.1. Employees may be employed on a full-time, part time, fixed term (specific tasks/s, specified period, specific Project) or casual basis.

17.2. Part time employment

For each ordinary hour worked, a part-time Employee will be paid no less than the Wage Rate for the relevant classification and pro rata entitlements for those hours. The Company must inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

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

17.2.1.1 That the Employee may work part-time,

17.2.1.2 Upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work,

17.2.1.3 Upon the classification applying to the work to be performed and

17.2.1.4 Upon the period of part-time employment.

17.2.2 Where a part time Employee works outside their ordinary hours, they will be paid Overtime in accordance with clause 36.

17.2.3 The terms of an agreement may be varied, in writing, by consent.

17.2.4 A copy of the agreement and any variation to it will be provided to the Employee by the Company.

17.3 Casual employment

A casual Employee is an Employee who is not employed on a regular and systematic basis. When a person is engaged for casual employment, they will be informed in writing that they are to be employed as a casual, the job to be performed, the classification level and their pay rate.

17.3.1 A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, annual leave loading, personal / sick leave, compassionate leave, parental leave, jury service, and public holidays.

17.3.2 On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work plus the relevant fares and travel allowance.

17.3.3 In addition to the correct pay rates and allowances prescribed herein for each hour so worked, a casual shall be paid an additional casual loading of 25% of the base rate per hour with a minimum payment as for eight hour's employment. The relevant Overtime or shift penalty rate will not attract the casual loading of 25%.

- 17.3.4 Termination of all casual employment shall require eight hours' notice on either side or the payment or forfeiture of eight hours pay, as the case may be.
- 17.3.5 A casual Employee who has been engaged by the Company on a regular and systematic basis for a period of six (6) months is eligible to request conversion to fulltime or part-time employment.
- 17.3.6 The casual Employee must make the request to convert to full-time or part-time employment to the Company in writing.
- 17.3.7 If the Employee requests to have his or her employment converted to full-time or part-time employment, the Company must not unreasonably refuse this request.
- 17.3.8 The Company will provide a written response to the Employee's request within 28 days, and if the response is a refusal, the reasons for the refusal will be stated.
- 17.3.9 If the casual Employee does not exercise his or her entitlement to request conversion to full-time or part-time employment, the employment relationship will proceed on a casual basis and the loading shall remain at 25%.
- 17.3.10 Where there is a dispute regarding the conversion of employment, including the refusal or a request for conversion, parties will adhere to the dispute settlement procedure outlined in clause 10 of this Agreement

18 PROBATIONARY PERIOD

The Employee's employment with the Company will be subject to a six (6) month probationary period commencing from the date of commencement of employment.

19 REDUNDANCY

19.1. The Company will contribute an amount in line the table below for all Employees covered by this agreement, to an Approved Worker Entitlement Fund.

On commencement of Agreement	\$67.50 per week
------------------------------	------------------

- 19.2. The fund utilised for the life of this agreement will be Protect. During the life of this Agreement, the Company may change to another Approved Worker Entitlement Fund, that operates at arms-length from the company, if agreed by the Employees. If such a change occurs, all references to Protect in this agreement are to be read as the new fund. Affected Employees will be consulted, and agreement will be reached by a majority of affected Employees about any such change prior to it being implemented.
- 19.3. The Company shall pay contributions to Protect on behalf of each Employee including casual Employees on a weekly basis. Contributions will be required during all authorised absences. A casual Employee will receive a pro rata payment (20% of weekly rate per day worked) for days worked.
- 19.4. Contributions to Protect are intended to satisfy the Company's redundancy obligations under the agreement and the NES. If the total amount paid by the Company to Protect or a previously Approved Worker Entitlement Fund during the relevant employment period is less than the Employee's NES redundancy entitlement or clause 19.5, the Company will pay the difference between the two amounts, directly to the Employee on termination.
- 19.5. For redundant Employees employed by the Company prior to 31 December 2018 the severance payment obligations will be calculated as follows, in respect of the period of continuous service with a maximum entitlement of 52 weeks:

Less than one year	3 Weeks
1 Year but less than 2 Years	6 Weeks
2 Year but less than 3 Years	9 Weeks
3 Year but less than 4 Years	12 Weeks
4 Year but less than 5 Years	15 Weeks
5 Year to 20 Years	3 Weeks for each year of service

- 19.6. Experience or skills held within classifications will be considered by the Employer in selecting Employees for retrenchment.
- 19.7. All relevant legislation governing unfair dismissal, discrimination, etc. will be observed.
- 19.8. Where the Company has given notice of termination of employment to an Employee in accordance with clause 15.4, an Employee shall be allowed time off up to one (1) day per week during the notice period without loss of ordinary time pay for the purpose of seeking other employment.

20 STANDING DOWN OF EMPLOYEES

- 20.1. The Company will observe section 524 of the FW Act when applying stand down.
- 20.2. Notwithstanding the above, Employees may elect to use accrued leave entitlements to receive payment for time where stood down as provided for above, with the exception of industrial action.
- 20.3. The Company will have the right to deduct payment for any day an employee cannot be usefully employed because of any industrial action or through any stoppage of work by any cause for which the Company cannot reasonably be held responsible.
- 20.4. Prior to any stand downs occurring, discussions shall take place between the Company and Employees. Any dispute concerning stand down shall be conducted in accordance with clause 10.
- 20.5. Applications for taking of accrued leave will not be approved either retrospectively or otherwise, to cover unpaid absences resulting from the taking of industrial action. Nothing in this clause shall be taken to mean that payment - including leave payments, will be claimed or made for any time engaged in industrial action.
- 20.6. Both 20.1 and 20.2 above do not apply to stand downs caused by Inclement Weather, or legitimate Workplace Health and Safety Issues.

PART V - WAGE RATES

21 CLASSIFICATION STRUCTURE

All Employees working under this Agreement shall be classified according to the skill-based classification structure in Appendix A.

22 WAGE INCREASES

22.1. Wages will be increased as follows:

- (a) Year 1: 3% first full pay period on or after approval of the Agreement, in accordance with the wage rates in Appendix B.
- (b) Year 2: 4.5 % first full pay period on or after 1 September 2024
- (c) Year 3: 4.5 % first full pay period on or after 1 September 2025

22.2. The wage rates are inclusive of the following entitlements:

- a) Base rate of pay;
- b) Supplementary Payment;
- c) Safety Net Adjustment;
- d) Special Allowance; and
- e) Follow the Job Loading.

23 HIGHER DUTIES

An Employee engaged for more than 4 hours on duties carrying a higher Base Rate than their ordinary classification shall be paid the higher Base Rate for such day or shift. If so, engaged for less than 4 hours they shall be paid the higher Base Rate for the time so worked.

24 INDUSTRY ALLOWANCE

24.1. This allowance must be paid, in addition to the Employee's Wage Rate.

24.2. The maximum amount payable under this clause is \$30.86 per week.

24.3. Industry allowance will be payable during annual leave, personal/carer's leave, RDO, public holiday and mental health day.

25 PLANT MAINTENANCE ALLOWANCE

An amount of \$38.93 per week (pro rata) will be paid when an Employee is directed to perform general repair work on plant in addition to the work of operating, but not when the Employee merely assists a fitter or engineer to do such work.

26 FARES AND TRAVELLING ALLOWANCE

26.1. A payment per day shall be made for each day worked, plus Tolls as required. Where applicable, payment shall be as follows:

First full pay period after approval of the Agreement	\$37.50 per day
---	-----------------

26.2. If the Employee is provided with the use of a fully maintained Company vehicle or offers to provide transport free of charge, the travel allowance and tolls will not be payable in clause 26. Any payment of travel allowance shall in no way limit or be construed as a payment in substitution for any other entitlement.

26.3. Tolls will be reimbursed by the Company to the Employee for travel to and from the job location, providing the Employee has provided the appropriate invoices and

approval.

26.4. Where an Employee is required to use their own vehicle for work purposes during work time, a payment of 82 cents per kilometer shall be payable. The amount of kilometers to be travelled is to be approved by the Employee's supervisor before travel commences and must be noted on the Employee's weekly timesheet. Payment for kilometers will not be paid to Employees for normal travel to and from work.

26.5. Employee Working from Business Unit Depot

26.5.1. Employees will be advised of their designated Depot

26.5.2. Employees who clock on and off at their designated Depot shall not be entitled to travel allowance in clause 26.1. When an Employee clocks on and off at a Depot, the Employee shall be paid the appropriate Wage Rate and overtime (if applicable).

26.5.3. An Employee required to travel to a job location situated more than 50km radius from the Depot will be paid the travel allowance in clause 26.1 and be paid at the applicable Wage Rate for the time of travel from 50km radial distance from the Depot to the job location.

26.6. Employee Working Away from Home

26.6.1. In the interest of fatigue management, an Employee required to travel more than 90km by direct road distance from their residence, shall be offered overnight accommodation in accordance with clause 29.

26.6.2. On the first morning of travelling from the Employee's place of residence to job location, the Employee shall be paid for travel allowance in accordance with clause 26.5.3. The same is applicable on the return travel from job location to Employee's place of residence.

26.6.3. Whilst working away from home the place of accommodation shall be deemed as Employees designated Depot. The Employee shall be paid the daily travel allowance in accordance with clause 26.1 with the Ordinary Hours of work commencing and ceasing from the time the Employee arrives or departs for their scheduled shift on the job location.

26.6.4. Where the Employee is spending the night away from home and is required to travel more than a 50km radial distance from the place of accommodation to the job location, the Employee shall be deemed as working and paid from the departure and return from the accommodation to the job location. In such instance, the payment of travel allowance in clause 26.1 is not payable.

27 FIRST AID ALLOWANCE

27.1. The Company will pay each Employee nominated as the first aid officer, who current holds an appropriate first aid qualification of Level 2 or above.

Daily Allowance	First full pay period after approval of the Agreement	\$2.92
-----------------	---	--------

27.2. The First Aid Allowance is only paid when the Employee is at work and is not an "all-purpose" allowance.

28 LAUNDRY ALLOWANCE

A payment of \$9.00 shall be paid for every week worked.

29 OVERNIGHT ACCOMMODATION ALLOWANCE

The eligibility for Employees to receive Overnight Accommodation Allowance whilst employed on a Project will be determined by the Employee’s declared place of residence. An Employee will not be eligible for overnight allowance entitlements whilst employed on a Project unless they have made a declaration as to their place of residence to the Company prior to engagement on a Project.

On receipt of this declaration, the following will apply:

- 29.1 The Employee must maintain a normal place of residence greater than 90 kilometers by direct road distance from where they report to work on a Project to be eligible for this allowance. The Employee must provide proof of this upon request by the Company.
- 29.2 When an Employee is eligible for Overnight Accommodation Allowance, the Company will either:
 - 29.2.1 Pay an allowance of \$160 per day for accommodation, meals and incidentals; or
 - 29.2.2 Where the Company provides the accommodation pay an allowance of \$100 per day for meals and incidentals.
- 29.3 Where an Employer mutually agrees with the Employee to apply clause 29.2.1, the Employee will ensure their choice of suitable accommodation is fit for purpose with the appropriate and functioning amenities.
- 29.4 The Company shall deduct on a pro rata basis from any allowance payable at the rate of \$160 per day for each day the Employee is not ready, willing and available for work in accordance with this Agreement or because of industrial action. The Company shall not deduct any amount when the Employee applies for sick leave / carers leave in accordance with clause 45.

30 INCOME PROTECTION INSURANCE

- 30.1 Income protection is to be arranged under the Chifley Financial Services Income Protection Insurance Policy for ‘Worker’s Income Protection Insurance’ or as agreed between the Parties from time to time. If the Employee is in receipt of other income protection insurance payments, they shall not be entitled to any payments under this Agreement.
- 30.2. The cost to the Company will commence as per the Employer weekly payment in accordance with the table below. Changes to the Employer weekly payment will adjust accordingly with the Income Protection Insurance Policy.

Date	Employer Weekly Payment
On Commencement of Agreement	\$29.00

- 30.3 The Employee will receive defined weekly benefits up to \$2,500 maximum per week in accordance with the insurance policy. The policy will have a 14-day waiting period, for up to 104 weeks or the end of the contract of employment or project contract period plus an additional 90 days, whichever comes first.
- 30.4 For the purpose of the insurances in this clause, income” is to include overtime payments, shift penalties and other allowances or loadings ordinarily received by the Employee.
- 30.5 An Employee must, upon request, be provided with a copy of the relevant policy document within 7 days.
- 30.6 In the event that a Sickness and Accident Insurance and Workers Compensation Top-up Insurance claim is declined by the insurer, the company will not be liable for such a claim.
- 30.7 Where the Employer fails to pay for the agree policy, the Employer will be liable for all

costs related to the claim.

31 ACCIDENT MAKE-UP PAY

The Company will provide accident make up payments to 100% of pre-injury average weekly earnings as calculated by the Company's workers compensation agent for the first 52 weeks of a worker's compensation illness or injury.

32 PAYMENT OF WAGES

All wages, allowances and other monies may be paid by electronic funds transfer which an Employee may request be split between up to two accounts. Wages and pay slip details shall be made available no later than the cessation of ordinary work on Thursday of each working week. Waiting time shall not be payable where an Employee(s) is kept waiting for their money due to circumstances beyond the control of the Company.

33 SUPERANNUATION

- 33.1. The Company will make superannuation contributions as required under the Superannuation Guarantee Charge (SGC) legislation into a complying superannuation fund nominated by you or, in the absence of a nomination from you and/or evidence from the Australian Taxation Office of details of your complying superannuation fund, to our default superannuation fund, Cbus.
- 33.2 The Company shall provide Employees with the right to choose their own preferred superannuation fund or, in the absence of a nomination from the Employees and/or evidence from the Australian Taxation Office of details of the Employees complying superannuation fund, Cbus will be the default fund.
- 33.3 Where an Employee wishes to have their pay salary sacrificed for additional superannuation, the Company will comply with the Employee's request without unreasonable delay. All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice pay rate.

34 INCLEMENT WEATHER

- 34.1 The circumstances of each area of work and work activity will be considered on its merits. For example, it may be safe and practical for Employees driving vehicles/plant to continue working because of the protection of their cabins, whilst Employees in the same area working outside cease work in accordance with this clause. Such continuation of work will be monitored by the Supervisor to ensure Employee safety.
- 34.2 During periods of Inclement Weather that prevent work from being performed on site, the Company may require Employees to participate in training or maintenance duties as required.
- 34.3 Where practical, Employees may be transferred to an alternative part of the site or another project not so affected or sent home at the discretion of the Company, in which event payment shall be made for the balance of the unworked ordinary hours.
- 34.4 **Wet weather work**
 - 34.4.1 Employees will be provided with wet weather gear where available. If an Employee's clothes become excessively wet as a result of working in the rain, the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.
 - 34.4.2 Working in wet weather must be approved/under instruction from supervisor. No worker is to work in the rain without prior approval from the Company and the activity is deemed suitably safe.
 - 34.4.3 An Employee approved to work in wet weather during Ordinary Hours shall be paid an additional 100% of their Wage Rate for each hour i.e. effectively double time.

34.5 **Remaining on-site**

A representative of the Company must be called for consultation and agreement prior work ceases and/or starts.

Normal work activities will only commence when conditions are safe to do so.

34.6 **Working in the heat**

The Company will use its best endeavours to plan Works with consideration to forecast inclement heat. This will include consultation at toolbox or pre-start meeting with Employees to ensure their health and welfare is a priority.

The Company has a duty of care to provide for stops to work (to cool down) and to access cool water. In particular while working outdoors provisions of an area to cool down must be available.

The following guidelines should be observed as minimum conditions bearing in mind that the industry works extensively in open areas and on most days workers are exposed to the sun.

34.6.1 Where weather forecasts predicts temperatures over 30 degrees, early starts will be considered under the hours of work provisions in clause 35.

34.6.2 When temperatures exceed 30 degrees, rest breaks will be managed and paid for by the Company. As working conditions become more inclement, rest breaks will be extended when signs of heat stress are observed.

34.6.3 When temperatures are approaching 35 degrees in the shade, the Employees shall meet with the supervisor in a toolbox meeting to discuss the conditions on site. When the temperature reaches 35 in the shade, the Employees will reach a consensus on a course of action that puts the welfare of the Employees first.

34.6.4 As prescribed in clause 34.6.3, provided that all attempts to minimize exposure to inclement weather has been exhausted and there is no suitable and safe alternative, then it is the intention not to have Employees working beyond 35 degrees, unless it is emergency work or necessary to make the site safe prior to Employees leaving the site. Supervisors shall authorize Employees to leave the site under these conditions.

34.6.5 If the supervisor decides that outside conditions of work (excluding work in air- conditioned machines) will cease at the supervisor's instruction once critical work is complete. As the temperature approaches this level the supervisor will plan the work, where practical, to avoid lengthy periods of critical work completion. Employees will then be sent home without loss of pay if the forecast indicates inclement conditions will persist.

34.7 **Completion of work during Inclement Weather**

34.7.1 In the event that Inclement Weather would ordinarily mean a cessation of work on an area of the project, Employees will be required to work in Inclement Weather in certain circumstances when it is safe and reasonable for work to continue;

34.7.2 Works which will be completed without delay following the onset of Inclement Weather include:

- a) Concrete pours, asphalt and crushed rock placement and emergency work;
- b) All Works associated with making the site safe;
- c) Critical activities.

34.7.3 Where work has been commenced prior to the commencement of a period of Inclement Weather Employees may be required to complete such work to a practical stage.

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

35 HOURS OF WORK

- 35.1 Ordinary hours of work will be eight (8) hours per day (inclusive of RDO accruals) Monday to Friday with the notional weekly hours based on a 38-hour week.
- 35.2 Ordinary daily hours may be worked between the hours of 6.00am and 6:00pm.
- 35.3 The Company has the right to alter start and finish times within the spread of ordinary hours which may be varied between the hours of 6.00am and 8.00am, depending on work requirements. Employees, to avoid warm weather, may request an earlier start time. Such earlier start time shall not incur any extra cost to the Company.
- 35.4 One ten-minute paid morning rest break and one 30-minute unpaid lunch break will be scheduled within ordinary time to be taken no later than 7 hours after work starts.
- 35.5 Lunch time shall commence no later than 1.00pm. If for some reason lunch cannot be taken by 1.00pm, the Company will consult with the affected Employees.
- 35.6 If an Employee is required to work through their normal lunch break as defined by clause 35.4, he/she will be entitled to a payment of time and one half ordinary time rates for the first half hour of such deferment and at the rate of double time thereafter for that period until Employee is able to commence the lunch break.

36 OVERTIME

The Employer may require an Employee to work reasonable overtime hours.

36.1 Monday to Friday overtime

All work outside the spread of hours or in excess of 8 hours, shall be paid at Time and One Half for the First 2 hours, Double time thereafter of the ordinary time Wage Rate.

36.2 Saturday overtime

All work on a Saturday will be paid at Time and One Half for the First 2 hours, Double time thereafter of the ordinary time Wage Rate.

36.3 Sunday overtime

All work on a Sunday will be paid at double the ordinary time Wage Rate.

36.4 Saturday, Sundays and public holidays

36.4.1 Employees required to work on a Saturday, Sunday or public holiday will be afforded a minimum 6 hours work, or be paid as if for 6 hours at the aforementioned overtime rate.

36.4.2 Overtime worked on a public holiday will be paid for at the rate of double time and one-half of ordinary time Wage Rate.

36.5 Rest period after overtime

36.5.1 Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had ten consecutive hours off duty between the termination of the overtime and the commencement of the Employee's ordinary commencement of work on the next day or shift.

36.5.2 The Employee is entitled to be absent from duty without loss of pay for ordinary working time occurring during the absence.

36.5.3 In the event that an Employee agrees to a request from site management to resume or continue to work without having had ten consecutive hours off duty, the Employee shall be paid at double ordinary time wage rates until the Employee is released from duty for such period.

37 NIGHT WORK

Day Worker required to perform work at night

37.1. To accommodate the changing emphasis by Statutory Authorities to minimize disruption to the public, there is an increasing requirement to undertake work at night. In order to satisfy these customer requirements, night work will be standard part of our operational activities and Employees will be required to work Night Shift as necessary to meet customer requirements.

37.2. Periods of night work lasting five (5) consecutive nights or more

37.2.1. For the purposes of Night Shift, the normal working week will involve five nights. The first shift of Night Shift commences on a Sunday night, where Night Shift commences at the beginning of the week. If the first night commenced on a Sunday evening, this will be deemed the Monday shift, however, work performed before midnight Sunday will be paid at the rate of Double Time. After midnight Sunday, i.e., Monday a.m., normal time resumes until 8 hours, from the start of the shift is reached, then overtime at Double Time will commence again.

37.2.2. A Night Shift allowance of 30% of the normal hourly rate will be paid on the normal hours worked on each night. Double Time will be paid on all overtime hours of night work and those overtime hours shall not attract the Night Shift allowance in addition.

37.3. Periods of night work less than five (5) consecutive nights

37.3.1. The provisions of clause 37.2 above apply but varied to increase the shift allowance from 30% to 50% of the normal hourly rate. Double Time will be paid on all overtime hours of night work and those overtime hours shall not attract the Night Shift allowance in addition.

37.3.2. When reverting back to day shift from a Night Shift of less than 5 nights duration, 7.6 hours will be paid to the Employee to ensure that he/ she is not financially disadvantaged by having to take a full shift break before the start of day work.

38 ROSTERED DAYS OFF (RDO)

38.1 At the time of taking a RDO, an Employee shall be paid at the ordinary time Wage Rate. The maximum RDO's that may be accrued by an Employee per year is Thirteen (13) in each twelve months continuous service.

38.2 Any Employees who have not worked a complete twenty day/four week cycle, shall receive pro-rata accrual entitlements for each day worked or regarded as having been worked in such cycle, the first RDO or group of RDO's falling after their commencement of employment.

38.3 The RDO Calendars for 2023 – 2026 in Appendix D have been agreed.

38.4 The Calendars will endeavour to allow RDO's to be taken adjacent to public holiday as listed in clause 41. Six RDO's per annum will be allocated in the calendar.

38.5 Seven RDO's per annum can be taken with consultation and approve by management.

38.6 38.6 RDO entitlements will not be accrued while Long Service Leave is being taken.

38.7 Banking of RDO's

RDO's may be banked by agreement between the Company and the Employee up to a maximum of seven days at any time. When this occurs the Company may direct an employee to utilize the excess banked RDO's. The schedule of RDO's banked shall be on a Project basis with due consideration given to the particular circumstances of the Project.

38.8 Treatment of accrued RDO's

- 38.8.1 An Employee will accrue 0.4 hours towards an RDO for each day that the Employee works 8 hours of normal time.
- 38.8.2 7.6 hours will be deducted from the accrual for each RDO that is taken.
- 38.8.3 Accrued RDO's must be taken before any annual leave day(s) are approved, exception as per clause 44.
- 38.8.4 Employees are encouraged to take their RDO's on a regular basis.

38.9 Flexibility in taking indicative rostered days off

- 38.9.1 By default, an Employee will take the indicative RDO on the Calendar. This means that unless an Employee agrees to work on an indicative RDO (and bank the RDO) the Employee shall take the RDO as scheduled.
- 38.9.2 There are no restrictions on the Company requesting Employees to work an indicative RDO, if work is available.

39 MEAL ALLOWANCE

- 39.1 For the purposes of this clause, an overtime meal allowance will be paid where an Employee is required to work at least one and a half-hour (1.5) or more overtime on a Monday to Friday and is calculated from the conclusion of the usual ceasing time at the end of ordinary hours inclusive of time worked for accrual purposes. The "overtime meal allowance" will be the only meal allowance paid to Employees working less than a twelve-hour day on Monday to Friday. In the circumstance where an Employee is required to work nine and a half-hour (9.5) overtime on either Saturday or Sunday, an overtime meal allowance shall be paid.

First full pay period after approval of the Agreement	\$21.54
---	---------

- 39.2 This clause will not apply to an Employee who:
- (a) is provided with reasonable board and lodging;
 - (b) is receiving an Overnight Accommodation Allowance;
 - (c) is provided with a suitable meal or any subsequent meal;
 - (d) the Employer has notified the Employee the previous day or earlier of the requirement to work overtime.

40 CALL OUT

40.1. Monday to Fridays

Employees called out to work after the expiration of their customary working time and after having left work for the day on Monday to Friday will be paid for a minimum of three (3) hours work. Payment shall be calculated at 200% of the ordinary Wage Rate for each occasion the Employee is called out.

40.2. Saturdays and Sunday

An Employee called out to work on a Saturday or Sunday will be paid for a minimum of three (3) hours work calculated at 200% of the ordinary Wage Rate for each occasion the Employee is called out.

40.3. Public Holidays

An Employee called out to work on a public holiday will be paid for a minimum of three (3) hours work calculated at 250% of the ordinary Wage Rate for each occasion the Employee is called out.

41 PUBLIC HOLIDAYS

41.1 An Employee other than a casual shall be entitled to the following public holidays, paid at ordinary time Wage Rate without deduction of pay:

New Year's Day;

Australia Day;

Labour Day;

Good Friday;

Easter Saturday before Easter Sunday;

Easter Sunday

Easter Monday;

Anzac Day;

Birthday of the Sovereign - currently Queen's Birthday;

Friday before the AFL Grand Final;

Melbourne Cup Day;

Christmas Day; and

Boxing Day.

Any other day, or part-day, declared or prescribed by or under a law of the State of Victoria to be observed generally within the State of Victoria, or a region of the State of Victoria as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

41.2 With the exception of Easter Saturday, if the Victorian Government substitutes one of the Public Holidays listed above for another day, that day will become the Public Holiday.

41.3 All work performed on any of the public holidays in this Agreement shall be paid for at the rate of double time and one half. An Employee required to work on a public holiday shall be afforded at least 6 hours' work or paid for 6 hours at the appropriate rate.

41.4 The Company may request the Employee to work on a public holiday. The Employee may refuse the request if they have reasonable grounds to do so.

42 SHIFT WORK

42.1 A Shift Worker shall be paid 30% more than their ordinary Wage Rate for all hours worked.

42.2 An Employee who has to work shift work shall be given at least 48 hours' notice of the requirements to work shift work.

PART VII - LEAVE AND PUBLIC HOLIDAYS

43 ANNUAL LEAVE

- 43.1 Employees (other than casuals) will accrue annual leave entitlements at the rate of four weeks per year of continuous service in accordance with the FW Act.
- 43.2 The balance of an Employee's accrued entitlements should be taken at mutually convenient times.
- 43.3 The Company may require the Employee to take annual leave for the purposes of annual shut down, or require the Employee to take leave without pay for any part of the shut down for which the Employee has not accrued sufficient annual leave.
- 43.4 For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be a shift worker for the purposes of the NES and entitled to a pro-rata accrual of 5 weeks annual leave per annum.
- 43.5 Annual Leave is paid to the Employee at the ordinary Wage Rate.
- 43.6 In addition to the payment prescribed in clause 43.5, an Employee shall be paid during a period of annual leave, a loading of 17.5% calculated on that amount.
- 43.7 Please refer to Appendix D for Leave Calendars. The Parties agree each Leave Calendar is to be used as a guide for the taking of leave to avoid disrupting the operational requirements of the Project.

44 CHRISTMAS AND EASTER SHUTDOWN

- 44.1 The indicative RDO Calendars and Christmas and Easter shutdown dates for have been agreed and are attached at Appendix D.
- 44.2 During the Christmas and Easter period it is agreed between the Parties, that the project schedule may require Works to be scheduled during the Christmas or Easter period. If this is the case the following will apply:
 - 44.2.1 The decision on an early return will be on a zone by zone basis;
 - 44.2.2 Any work between Christmas Day and New Year's Day will attract an additional 200% loading.
 - 44.2.3 Any work between Good Friday and Easter Monday will attract an additional 200% loading.
- 44.3 It is agreed that annual leave is to be taken over the Christmas and/or Easter period and is to be taken in accordance with the following procedure.
 - 44.3.1 Employees who have not accrued sufficient pro rata annual leave prior to commencement of the Christmas and/or Easter period may apply for unpaid leave.
 - 44.3.2 Where an Employee requests that annual leave be allowed in one continuous period at Christmas and/or Easter, such a request shall not be unreasonably refused.

45 PERSONAL LEAVE / CARERS LEAVE

- 45.1 Employees (other than casuals) shall be entitled to personal/carer's leave in accordance with NES. The entitlement to personal/carer's leave is equivalent to 10 days leave for each twelve months of continuous service for working an average of 38 hours per week over a 52-week period.
- 45.2 In the case of other Employees (excluding casuals), a pro rata amount of personal/carer's leave will accrue in accordance with NES. Personal/carer's leave includes sick leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family who is sick or injured or who has an unexpected emergency as defined in the FW Act.

- 45.3 Entitlement to carers leave under this clause is in respect of a member of the Employee's family or household as defined by the FW Act.
- 45.4 An Employee will be granted sick leave up to the limit of his/her accrued entitlement if he/she is absent from work due to personal illness or injury (other than injury covered by Worker's Compensation), or he/she is required to care for an ill or injured family member, subject to:
- 45.4.1 The Employee notifying the Company within 24 hours of the commencement of sick leave; and
- 45.4.2 Providing to the Company's satisfaction that the sick leave is/was justified; and
- 45.4.3 Providing a Doctor's certificate for any multiple day absence, or single day absences in excess of two single day absences per year or a statutory declaration, where the Company accepts it as appropriate.
- 45.5 Sick leave is paid at the Employee's ordinary time Wage Rate.

46 PARENTAL LEAVE

Parental Leave shall be in accordance with the Company's Parental Leave Policy & provided for in the NES.

47 COMPASSIONATE LEAVE

- 47.1 Employees are entitled to 2 days of paid compassionate leave (at their ordinary time Wage Rate) for each occasion when a member of the Employee's immediate family or household (as defined in the FW Act):
- Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - Sustains a personal injury that poses a serious threat to his or her life; or Dies.
- 47.2 Further unpaid compassionate leave may be granted at the discretion of the Company. The Employee will also provide the Company with substantiating documentation if requested.

48 JURY SERVICE

- 48.1 An Employee (other than casuals) called for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours expended at the Court.
- 48.2 The Employee will provide the Company with proof of attendance, duration of attendance and amount received from the Court.

49 COMMUNITY SERVICE

- 49.1 Community service leave applies in accordance with the FW Act and/or Company Personal, Compassionate & Community Leave Policy.
- 49.2 Types of community service providers where member are required to attend emergencies are Country Fire Authority, State Emergency Service, St Johns Ambulance, Department of Defence, Disaster and Emergency Service and the Red Cross.
- 49.3 When an Employee who is a voluntary member of a community service provider, is required to attend an emergency, the Employee will be granted time without loss of pay of up to a maximum period of ten (10) days per year to attend such emergency.
- 49.4 Granting of community service leave will be subject to work requirements.

49.5 Maximum period of ten (days) days per year is not cumulative.

50 MENTAL HEALTH DAY

50.1 A Mental Health Day will apply during the life of this Agreement on the first Monday in December of each year.

50.2 All Employees including casuals, shall, as far as practicable, be given and shall take this day as Mental Health Day without deduction of pay.

50.3 In the weeks leading up to this day the Company will engage with the workforce with a positive message around mental health.

51 LONG SERVICE LEAVE

Long service leave benefits will be as provided by CoINVEST Limited in accordance with the Construction Industry Long Service Leave Act 1997 (Vic). This benefit applies in lieu of any entitlement to Employees under the Long Service Leave Act 2018 (Vic).

52 FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence shall be in accordance with the Company's Family Domestic Violence Policy & provided for in the NES.

PART VIII - TRAINING AND RELATED MATTERS

53 TRAINING AND RELATED MATTERS

- 53.1 The Parties recognise that in order to increase the efficiency and productivity of the Company, a commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry.
- 53.2 The Company supports providing Employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed (i.e. Construction Training Australia endorsed) competency standards and curriculum;
- 53.3 The Company will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning);
- 53.4 The Company will use accredited training providers;
- 53.5 The Company, where appropriate will consult with any Employee on training which is consistent with the following:
- 53.5.1 Training provided will be consistent with the Company's business requirements, relevant to the work of the Employee, consistent with the skills development of each Employee and with applicable national competency standards;
- 53.5.2 Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;
- 53.5.3 If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall not suffer any loss of pay;
- 53.5.4 Approved training activities undertaken outside of ordinary hours will be paid at the Employee's ordinary time Wage Rate; or may, with the consent of the Company, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the Project and be by agreement with the Company;
- 53.5.5 Costs of courses approved by the Company will be met by the Company;
- 53.5.6 The Company will not be asked to meet the costs of training undertaken by Employees which was not approved by the Company; and
- 53.5.7 Leave of absence granted pursuant to this clause shall not count as service for all purposes of this Agreement.

PART IX - GENERAL EMPLOYMENT ARRANGEMENTS

54 MENTAL HEALTH & WELLBEING

- 54.1 The Employer recognises that the workplace plays a vital role in assisting Employees affected by mental health issues and commits to:
- 54.1.1 Establishing, in consultation and by agreement with the Employees covered by the Agreement, a mental health and wellbeing policy and mental health first aid officer policy;
 - 54.1.2 Fostering communication and openness in relation to mental health issues to reduce any stigma or barriers to Employees seeking support;
 - 54.1.3 Providing assistance and support to Employees, including access to an Employee assistance program with an agreed provider, access to flexible work arrangements that the employer will not unreasonably refuse to agree to, access to resilience training and the training of Employees to enable such support;
 - 54.1.4 Identifying and taking reasonable steps to eliminate or reduce identified workplace factors that may contribute to the development of work-related stress and ill health; and
 - 54.1.5 Making information about service providers who may be able to offer additional support available to Employees.
- 54.2 The Employer recognise the importance of proactive initiatives that support Employees who may be suffering from mental health issues.
- 54.3 To assist the facilitation of such initiatives, the Employer, in consultation with the parties covered by this Agreement, will partner with industry support groups to ensure tailored and effective programs are adopted to support Employees who are affected by mental health issues.
- 54.4 **Supporting Wellness**
- 54.4.1 The Employer recognise the importance of workplace culture, day to day practices, access to health initiatives at work, and the creation of an environment that supports and encourages healthy choices in creating a healthy workplace.
 - 54.4.2 Employees are encouraged to participate in health and wellness initiatives at work.
 - 54.4.3 The Employer will utilise the Company's Employee assistance program provider to assist in developing and maintain a positive mental health culture. The provider will assist with drug and alcohol, mental health training and awareness support programs, as well as providing on-going support services.

55 AMENITIES

Amenities shall be provided as prescribed in Appendix C of this Agreement.

56 CLOTHING ISSUE AND SAFETY FOOTWEAR AND EQUIPMENT

- 56.1. **Mandatory equipment**
- 56.1.1 All Employees engaged to work on site will be supplied with appropriate safety footwear, high visibility apparel, ear muffs, safety glasses and safety helmets upon commencement with the Company.
 - 56.1.2 These items must be worn at all times, or as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/or worn helmets, footwear, eye protection wear and helmets will be replaced upon advice by the Company HSR or supervisor.

56.2. **Work clothing**

Two sets of cotton drill protective clothing will be issued to all Employees (except for casual Employees), upon request, within two weeks of commencing work with the Company. Employees will be made aware of these entitlements at the time of engagement. A set of clothing will consist of either:

56.2.1. Two pairs of long trousers and two long sleeved shirts;

56.2.2. Two jumpers; or

56.2.3. Clothing and footwear will be replaced on a fair wear and tear basis.

56.3. All Employees engaged on the Project between 1 May and 30 September will be issued, with one "bluey" jacket or similar. Winter jackets will be replaced on a fair wear and tear basis.

56.4. Casual Employees will be issued essential protective clothing only on date of employment. The full issue of protective clothing will be provide after three months of employment.

57 **FLEXIBLE WORKING ARRANGEMENTS**

Requests for flexible working arrangements shall be in accordance with the Company's Flexible Working Arrangements Policy & provided for in the NES.

58 **FLEXIBILITY TERM**

58.1. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

58.1.1. The Company and Employee may agree to an individual flexibility arrangement ("the arrangement") to vary the requirement in the Annual Leave term that up to a maximum of 12 single days of annual leave may be taken.

58.1.2. The arrangement must meet the genuine needs of the Company and Employee and be genuinely agreed to by the Company and the Employee.

58.2. The Company must ensure that the arrangement:

58.2.1. Be about a permitted matter under the FW Act if the arrangement were an enterprise agreement; and

58.2.2. Not include a term that would be an unlawful term under the FW Act if the arrangement were an enterprise agreement.

58.3 For the avoidance of doubt, this Subclause does not allow the arrangement to vary the effect of terms of this enterprise agreement other than the requirement in the Annual Leave term that up to a maximum of 12 single days of annual leave may be taken.

58.4 The Company must ensure that the arrangement results in the Employee being better off overall than the Employee would be if no arrangement were agreed to.

58.5 The Company must ensure that the arrangement:

58.5.1 Is in writing;

58.5.2 Includes the name of the Company and Employee;

58.5.3 Is signed by the Company and Employee and if the Company and Employee is under 18 years of age, signed by a parent or guardian of the Employee;

includes detail of:

58.5.4 The Annual leave term that will be varied by the arrangement;

- 58.5.5 How the arrangement will vary the effect of the annual leave term;
 - 58.5.6 How the Employee will be better off overall than the Employee would be if no arrangement were agreed to; and
 - 58.5.7 State the date on which the arrangement commences.
- 58.6 The Company must give the Employee a copy of the arrangement within 14 days after it is agreed to.
- 58.7 The Company or Employee may terminate the arrangement:
- 58.7.1 By giving written notice of not more than 28 days; or
 - 58.7.2 If the Company and Employee agree in writing – at any time.

59 SIGNATORIES

Signed for and on behalf of Bild Services Pty Ltd

Name JARROO SHEARSON

Address 7 METROLINK CCT.

Title STATE MANAGER


Signature 

Witness

Name DOMENIC DE FAZIO

Address 7 METROLINK CCT

Title COO

Signature 

Date:

Signed for and on behalf of the Employee Representatives of Bild Services Pty Ltd

Name Simao Hales.

Address 7 METROLINK CCT.

Title LEADING HAND.

Signature 

Witness

Name CAMERON PEACOCK

Address 7 METROLINK CCT

Title MACHINE OPERATOR

Signature 

Date: 25/10/23

APPENDIX A - CLASSIFICATION STRUCTURE

Employees will be placed in skill groups following assessment by the Supervisor and Superintendent. This assessment will involve the establishment of the Employee’s competency level in specific work-related tasks and will also be involve the identification of degree to which the employee is multi-skilled. Where an Employee’s classification is silent in this clause the Superintendent will assess and apply the most appropriate classification.

New Starter
Labourer <3 months experience

Level 1
Labourer >3 months experience
Traffic Controller – Level 1
Yardman

Level 2
Traffic Controller – Level 2
Roller Under 10 tons
Wheel Loader Under 10 tons
Skidsteer Loader (wheeled)
Skidsteer Loader (tracked)
Pipe Layer
Manhole Builder
Concreter
Steelfixer
Concrete Finisher
Spotter

Level 3
Forklift
Backhoe
Roller Over 10 tons
Wheel Loader Over 10 tons
Excavator up to 16 tons
Construction Trucks up to 12 tons (Road - Medium Rigid)
Articulated Dump Trucks

Level 4 – by appointment
Construction Trucks over 12 tons (Road Heavy Rigid & Combination)
Articulated Dump trucks
Excavator over 16 tons
Backhoe (Final Trim Ability)
Dozer (Trainee)
Grader (Trainee)
Scraper

Level 5
Grader (Experienced, Non-Final Trim)
Dozer (Experienced)
Excavator over 16 tons (GPS & Final Trim Ability)
Leading Hand

Level 6
Grader (Final Trim Ability)

Level 7
Senior Supervisor
Senior Final Trim Plant Operator (By assignment of Employer)

APPENDIX B – RATES OF PAY

Classification	First full pay period after approval of the Agreement 3% Base rate per hour	1 Sept 2024 4.5% Base rate per hour	1 Sept 2025 4.5% Base rate per hour
New Starter	\$29.84	\$31.19	\$32.59
Level 1	\$32.19	\$33.64	\$35.15
Level 2	\$33.79	\$35.31	\$36.90
Level 3	\$35.54	\$37.14	\$38.81
Level 4	\$38.31	\$40.03	\$41.83
Level 5	\$40.04	\$41.84	\$43.72
Level 6	\$43.56	\$45.52	\$47.57
Level 7	\$45.24	\$47.27	\$49.40

APPENDIX C – AMENITIES

The Company shall provide Employees with the following amenities:

- Boiling water
- Tea, coffee, milk and sugar
- Cool drinking water
- Clean lunchroom

The amenities provided and standard of maintenance of these amenities shall be consistent with the *Code of Practice for Workplaces (Worksafe, no.3, 30 June 1988)*

APPENDIX D – LEAVE CALENDARS

The calendars for 2023 – 2026 are indicative only and subject to change via agreement between the Company and the affected Employees to meet operation requirements.

Working Day Calendar 2023

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

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

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

RDO's Mental Health Day

27th January	4th December
14th March	
24th April	
13th June	
2nd October	
6th November	

School Terms (holidays highlighted)

Term 1	30th January to 6th April
Term 2	24th April to 23rd June
Term 3	10th July to 15th September
Term 4	2nd October to 20th December

Public Holidays

New Years Day	2nd January
Australia Day	26th January
Labour Day	13th March
Good Friday	7th April
Easter Sunday	9th April
Easter Monday	10th April
ANZAC Day	25th April
Queens Birthday	12th June
Grand Final	29th September
Melbourne Cup	7th November
Christmas Day	25th December
Boxing Day	26th December

The calendars for 2023 – 2026 are indicative only and subject to change via agreement between the Company and the affected Employees to meet operation requirements.

Working Day Calendar 2024

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

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

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

RDO's	Mental Health Day
29th January	2nd December
12th March	
2nd April	
26th April	
11th June	
4th November	

School Terms (holidays highlighted)	
Term 1	30th January to 28th March
Term 2	15th April to 28th March
Term 3	15th July to 20th September
Term 4	7th October to 20th December

Public Holidays	
New Years Day	1st January
Australia Day	26th January
Labour Day	11th March
Good Friday	29th March
Easter Sunday	31st March
Easter Monday	1st April
ANZAC Day	25th April
Queens Birthday	10th June
Grand Final	27th September
Melbourne Cup	5th November
Christmas Day	25th December
Boxing Day	26th December

The calendars for 2023 – 2026 are indicative only and subject to change via agreement between the Company and the affected Employees to meet operation requirements.

Working Day Calendar 2025

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

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

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

RDO's	Mental Health Day
2nd January	1st December
28th January	
11th March	
10th June	
3rd November	
24th December	

School Terms (holidays highlighted)	
Term 1	28th January to 4th April
Term 2	22nd April to 4th July
Term 3	21st July to 19th September
Term 4	6th October to 19th December

Public Holidays	
New Years Day	1st January
Australia Day	27th January
Labour Day	10th March
Good Friday	18th April
Easter Sunday	20th April
Easter Monday	21st April
ANZAC Day	25th April
Queens Birthday	9th June
Grand Final	Subject to AFL Schedule*
Melbourne Cup	4th November
Christmas Day	25th December
Boxing Day	26th December

The calendars for 2023 – 2026 are indicative only and subject to change via agreement between the Company and the affected Employees to meet operation requirements.

Working Day Calendar 2026

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

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

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

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

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

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

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

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

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

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

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

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

Mental Health Day

7th December

RDO's

2nd January
27th January
10th March
9th June
2nd November
24th December

Public Holidays

New Years Day 1st January
Australia Day 26th January
Labour Day 9th March
Good Friday 3rd April
Easter Sunday 5th April
Easter Monday 6th April
ANZAC Day 25th April
King's Birthday 8th June
Grand Final Subject to AFL Schedule*
Melbourne Cup 3rd November
Christmas Day 25th December
Boxing Day 26th December

School Holidays

Term 1 16th March - 27th March
Term 2 22nd June - 3rd July
Term 3 21st September - 2nd October
Term 4 21st December - 26th January