



**SEADAR CONTRACTORS PTY LTD
ENTERPRISE AGREEMENT
2023 – 2027**

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1. TITLE

This Agreement shall be known as the Seadar Contractors Pty Ltd Enterprise Agreement 2023 - 2027.

2. DEFINITIONS

In this Agreement, unless the contrary intention appears:

- 2.1 The "Agreement" means the Seadar Contractors Pty Ltd Enterprise Agreement 2023 – 2027.
- 2.2 The "Company" means Seadar Contractors Pty Ltd.
- 2.3 "Construction work" means all work performed in connection with the construction, alteration, extension, restoration, maintenance, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent in, or in connection with the operations of the Company.
- 2.4 The "FW Act" means the Fair Work Act 2009 (Cth).
- 2.5 "FWC" means Fair Work Commission.
- 2.6 The "FW Regulations" means regulations made under the FW Act.
- 2.7 "Workplace Right" has the same meaning as that contained in Section 341 of the FW Act as far as this applies to Employees.
- 2.8 "Adverse Action" has the same meaning as that contained in Section 342 of the FW Act as far as this applies to Employees.
- 2.9 "Superannuation legislation" means the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth),
- 2.10 The "National Employment Standards" (NES) are minimum standards applying
- 2.11 "Distant Work" means work at locations where it is not reasonable or possible for the Employee to return to their normal place of residence, or to any separately maintained residence, each night.
- 2.12 "Employee" means a person:
- (a) Employed by the Company; and
 - (b) Who performs work in any State or Territory in Australia; and
 - (c) Who performs work in accordance with the classifications covered by this Agreement, and
 - (d) Has the meaning in the FW Act.
- 2.13 "The Company" has the same meaning as "Employer" as defined in the FW Act.

- 2.14 "Employee Representative" means a person:
- (a) Who is an Employee; or
 - (b) Chosen and appointed by an individual Employee or a number of Employees to represent them in relation to the terms of this Agreement; or
 - (c) Who acts on the instructions of the Employee or Employees.
- 2.15 "Parties" to this Agreement shall mean the Company and the Company's Employees engaged on work classified in this Agreement.
- 2.16 "Building Code 2016" means the Code for the Tendering and Performance of Building Work 2016, enacted in accordance with the Building and Construction Industry (Improving Productivity) Act 2016.
- 2.17 "Apprentice" is an Employee who is bound by a contract of training for the acquisition of tradesperson qualifications which is registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.
- 2.18 "Approved Training Provider" is a Technical and Further Education College or other training provider accredited by the appropriate State or Territory training authority.
- 2.19 "Adult Apprentice" is an Employee who is 21 years of age or older at the time of signing the contract of training.
- 2.20 "School-based Apprentice" is an Employee who is undertaking an Apprenticeship in accordance with the definition of "Apprentice" under this Agreement while also undertaking a course of secondary education.
- 2.21 "Daily Hire Employee" - is an Employee engaged on a full-time or part-time basis and is subject to one days' notice of termination, or a payment of one day's pay in lieu of notice and should work 38 ordinary hours per week as a full-time Employee or who works on average of fewer than 38 ordinary hours per week as a part-time Employee.
- 2.22 "Leading Hand" - is an Employee who is required to supervise or direct or be in charge of another Employee or other Employees.
- 2.23 "Casual Employee" - is an Employee who is subject to a work pattern that is not regular and systematic, that is not subject to any limit in terms of its duration. The Casual Employee accepts that their employment does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work.

3. POLICIES, AWARDS AND AGREEMENTS

3.1 Duration of Agreement

- 3.1.1 This Agreement shall come into operation seven (7) days after the Agreement is approved by FWC under the FW Act.
- 3.1.2 The Agreement has a nominal expiry date of four (4) calendar years from the date of approval by the FWC.
- 3.1.3 The Agreement shall continue to apply beyond its expiration date until it ceases to operate

by virtue of the operation of Sections 58, 224 or 227 of the FW Act.

3.2 Application

3.2.1 This Agreement deals with matters pertaining to the employment relationship between:

- (a) The Company; and,
- (b) Employees of the Company who are engaged in any of the callings or classifications defined by the Appendices of this Agreement.

This Agreement will be binding on The Company in New South Wales and the ACT. This Agreement does not apply to salaried roles, including but not limited to: employees engaged predominantly in administrative tasks, senior management employees, including but not limited to forepersons/site supervisors, safety managers and project managers.

3.3 Scope

3.3.1 This Agreement shall apply where the Company undertakes construction work, including maintenance work.

3.4 Relationship to other Awards and Agreements

3.4.1 This Agreement operates subject to Chapter 2 of the FW Act to provide terms and conditions for Company Employees covered by the Agreement.

3.4.2 The relevant Award for purposes of applying the Better-Off-Overall test to this Agreement is the Building and Construction General On-site Award 2020.

3.4.3 Where modern award conditions have been modified by the terms of this Agreement, remuneration and other conditions of this Agreement have been set at a level to ensure that persons employed under this Agreement, are better-off-overall than they would otherwise be under the modern award. However, where the Agreement is silent on the reference award provisions, then those modern award provisions shall apply.

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

3.4.5 Where this Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:

- (a) Those terms operate in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit; and
- (b) The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to the Agreement entitlement.

3.5 No Extra Claims Commitment

3.5.1 The Employees covered by this Agreement undertake that they will not pursue any further claims against the Company during its period of operation.

3.5.2 Notwithstanding the provisions of this clause, any party to this Agreement may apply to the FWC to vary the Agreement in accordance with the relevant provisions of the FW Act. However, such variations shall be compliant with the Building Code 2016.

3.5.3 If, subsequent to approval of this Agreement by the FWC, any clause of this Agreement is deemed inconsistent with the Building Code 2016, the parties agree to vary the Agreement pursuant to the FW Act to address any inconsistency.

3.6 Company Policies, Directions Duties and Obligations

3.6.1 To the extent Seadar Contractors has in place a number of policies and procedures that support the operation of the EBA, the Company requires employees to be familiar with and comply with those policies, that they are not incorporated into the EBA, but failure to comply with them could lead to disciplinary action.

3.6.2 Employees are required to follow all reasonable and lawful directions and that refusal to follow those directions may result in disciplinary action, which could include termination of employment.

3.6.3 Employees are obliged to work safely, completing all training and developing as required to carry out duties, maintaining licences, certifications and other qualifications necessary to perform work.

4. CONTRACT OF EMPLOYMENT

4.1 Engagement of Employees

4.1.1 Employees under this Agreement shall be employed in one of the following categories:

- (a) Full-time or Part-time Daily Hire Employees.
- (b) Casual Employees.
- (c) Apprentices.

4.1.2 At the time of engagement, the Company and the Employee will agree in writing:

- Whether the Employee is to be employed as a daily hire full-time or part-time Employee, casual Employee or apprentice;
- Upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work;
- Upon the classification applying to the work to be performed;
- Upon the period of employment.

4.1.3 Employment is subject to a probation period of three (3) months which may be extended by a further three (3) months at the discretion of the Company.

4.1.4 All Employees shall be required to supply personal details for record keeping and other purposes pertaining to their employment.

4.1.5 An Employee that has knowingly provided false or misleading personal details and other information or false or misleading information may be summarily dismissed.

4.2 Full-Time or Part-Time Employment

- 4.2.1 All full-time or part-time Employees engaged in building and construction work shall be employed on a daily hire basis. A full-time Employee shall work an average of 38 hours per week calculated over a four (4) week period. A part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.
- 4.2.2 For each ordinary hour worked, a part-time Employee will be paid no less than the hourly rate of pay 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.
- 4.2.3 A part-time Employee may agree to work additional hours to those provided in this clause. Where this occurs, overtime payment in accordance with clause 7.3 shall be paid when such Employee works in excess of their ordinary hours.

4.3 Casual Employment

- 4.3.1 A casual Employee shall be paid a 25% loading on the applicable hourly rate in accordance with the calculation as prescribed in Table B in Appendix 2 of this Agreement for the Employee's classification, for each hour of ordinary duty worked. This rate shall not attract any premium or penalty.
- 4.3.2 Where a casual Employee performs overtime work, weekend work or public holiday work, the penalty payment applicable shall be calculated using the rates set out in Table A of Appendix 2 of this Agreement and applying the following penalty rates in accordance with clause 7.3 and 7.4 of this Agreement as appropriate:
- (a) Time and a half - 175% of the ordinary hourly rate;
 - (b) Double time - 225% of the ordinary hourly rate;
 - (c) Double time and a half - 275% of the ordinary hourly rate.

The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.

- 4.3.3 On each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours' work, plus any relevant allowances for time actually worked.
- 4.3.4 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except payment for annual leave, annual leave loading, personal / carers leave, parental leave, jury service, paid community service leave, public holidays, notice of termination, redundancy benefits and rostered days off.
- 4.3.5 A casual Employee, other than an irregular casual Employee, who has been engaged by the Company for a sequence or periods of employment under this Agreement during a period of six months, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process. The Company must give notice in writing to the Employee of the provisions of this clause within four (4) weeks of the Employee having obtained six (6) months service.

4.3.6 A casual Employee who has a right to elect may give four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to full- time or part-time employment, and within four weeks' of receiving such notice the Company must consent to or refuse the election. The Company must not unreasonably refuse any such election.

4.3.7 A casual Employee who does not elect to convert their contract of employment to full- time or part-time employment is deemed to have elected against any such conversion.

4.4 Apprenticeship or Trainee Employment

4.4.1 The Company may engage Employees as indentured Apprentices or as Trainees.

4.4.2 A Junior Apprentice or Trainee shall be paid the applicable hourly rate prescribed in Table C in Appendix 2 of this Agreement. An Adult Apprentice shall be paid the applicable hourly rate prescribed in Table D in Appendix 2 of this Agreement. Except as otherwise provided in this Agreement, Apprentices and Trainees are entitled to all other conditions of this Agreement other than redundancy pay, including (but not limited to) penalty rates, annual leave and rostered days off.

No apprentice/trainee will work overtime or shiftwork on their own or without supervision.

4.4.3 Full-time Apprentices or Trainees under this Agreement are engaged for the purpose of undertaking a course of training specified in a Vocational Training Order approved by the Commissioner for Vocational Training.

4.4.4 Employment as an Apprentice or Trainee under this Agreement will commence when the relevant training agreement has been signed by the Apprentice or Trainee and the Company and lodged for registration with the Commissioner for Vocational Training.

4.4.5 Apprentices or Trainee employment is subject to a probation period of three (3) months.

4.4.6 Employment as an Apprentice or Trainee under this Agreement shall cease when the Employee completes the period of the Apprenticeship or Traineeship and other requirements specified in the Vocational Training Order applicable to the course undertaken.

4.4.7 The Company shall ensure that the Apprentice or Trainee is permitted to attend the training course or program provided for in the Vocational Training Order. The Company shall also ensure that Apprentice or Trainee receives appropriately supervised on-the-job training in accordance with the Vocational Training Order during the Apprenticeship Traineeship period.

4.4.8 Apprentices and Trainees will progress from one year to another upon satisfactory completion of the appropriate TAFE / RTO course for that year.

4.4.9 Where an Apprentice or Trainee is unable to attend TAFE / RTO due to illness, they must provide a medical certificate to substantiate the absence. Where a medical certificate is not provided the Apprentice or Trainee shall not be entitled to payment for that day.

No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the RTO as required by any statute, award, regulation or the contract of training applicable to them.

- 4.4.10 All fees charged by a TAFE / RTO and the cost of all prescribed textbooks for the Apprenticeship or Traineeship, which are paid by an Apprentice or Trainee, shall be reimbursed by the Company within six months of commencement of the apprenticeship or a stage of the Apprenticeship or Traineeship, or within 3 months of the commencement of training provided by the TAFE / RTO, whichever is the later, unless there is unsatisfactory progress.

The Company may meet its obligation under this clause by paying any fees and / or cost of textbooks directly to the TAFE / RTO.

4.5 School Based Apprentice

- 4.5.1 The Company may engage Employees as school-based Apprentices in accordance with the terms set out by the relevant state or territory training authority and in accordance with the terms of this Agreement.

- 4.5.2 Subject to this clause, a school-based Apprentice shall receive all employment conditions applicable to a full-time Apprentice on a pro rata basis.

No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they choose to do so.

- 4.5.3 A school-based Apprentice shall be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.

- 4.5.4 A school-based Apprentice shall not be entitled to payment or to accrue entitlements while they are absent from work for the purposes of attending secondary school.

- 4.5.5 A school-based Apprentice may, upon ceasing their secondary education, transfer to a full-time Apprenticeship, should one become available.

4.6 Flexibility Arrangements

- 4.6.1 A Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:

- (a) The Agreement deals with 1 or more of the following matters:
 - (i) Arrangements about when work is performed;
 - (ii) Overtime rates;
 - (iii) Penalty rates;
 - (iv) Allowances;
 - (v) Leave loading; and
- (b) The arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in Clause 4.6.1(a); and
- (c) The arrangement is genuinely agreed to by the Company and the Employee.

- 4.6.2 The Company must ensure that the terms of the individual flexibility arrangement:

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

- 4.6.3 The Company must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes the name of the Company and Employee; and
 - (c) Is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) Includes details of:
 - (i) The terms of this Agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) States the day on which the arrangement commences.
- 4.6.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.6.5 The Company or Employee may terminate the individual flexibility arrangement;
- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If the Company and Employee agree in writing to the termination - at any time.

4.7 Stand Down of Employees

- 4.7.1 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:
- (a) Industrial action (other than industrial action organised or engaged in by the Company);
 - (b) A breakdown of machinery or equipment, for reasons by which the Company cannot be held responsible for the breakdown;
 - (c) A stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 4.7.2 An Employee is not taken to be stood down during a period when the Employee:
- (a) Is taking paid or unpaid leave that is authorised by the Company; or
 - (b) Is otherwise authorised to be absent from their employment.

4.8 Employee Performance Management

- 4.8.1 Where the Company believes that an Employee is not meeting the standards of performance, conduct reasonably expected of them or affected by alcohol and/or any other drug, the conditions as set out in the company's drug and alcohol policy will apply.
- 4.8.2 The Employee will at all stages be given the opportunity to make a response and have another Employee or support person present if they so wish.
- 4.8.3 Nothing prevents the Company from terminating the Employee's employment in accordance with this Agreement during any stage of this process.

5. REMUNERATION

5.1 Classification

- 5.1.1 Persons engaged as Employees under the terms of this Agreement shall be classified in accordance with the classifications set out in Appendix 1 of this Agreement.
- 5.1.2 Any payments or other entitlements provided to Employees in excess of the minimum requirements set out in this Agreement (if applicable), may be off set against any liability, claim or entitlement that an Employee may claim against the Company with respect to their employment.
- 5.1.3 Notwithstanding the provisions of sub-clause 5.1.2 of this Agreement, it shall not operate or be applied in any way which may result in or have the effect of excluding or reducing NES entitlements.

5.2 Rates of Pay

- 5.2.1 The wage rates set out in Table A of Appendix 2 of the Agreement apply to full-time Employees engaged in the classifications described in Appendix 1 of this Agreement over the life of the Agreement.
- 5.2.2 Rates apply on and from the beginning of the first pay period to commence after the date indicated.
- 5.2.3 The rates of pay in Appendix 2 of this Agreement have been calculated to incorporate the Follow-the-Job Loading Industry Allowance, Special Allowance and where applicable, the Tool Allowance.

5.3 Superannuation

- 5.3.1 The Company shall make superannuation contributions to the Construction and Building Industry Super (Cbus) fund, or another fund nominated by the Employee provided the fund complies with the Superannuation Guarantee Legislation including a MySuper product.
- 5.3.2 The rate of contribution shall be in accordance with legislated minimum of ordinary time earnings in accordance with applicable superannuation legislation, as amended from time to time.
- 5.3.3 "Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work. This includes the Employee's wage rate (including casual loading), allowances, bonus', paid leave or holiday pay, payments made in lieu of notice or any other remuneration paid in relation to ordinary time worked.
- 5.3.4 Employees earning less than \$450 per month shall not be entitled to any superannuation contribution.
- 5.3.5 Employees under the age of 18 years of age, who work less than 30 hours per week, shall not be entitled to any superannuation contribution.
- 5.3.6 The rates of pay in Appendix 2 of this Agreement are exclusive of superannuation contributions.

5.4 Payment of Wages

5.4.1 All wages, allowances and other monies shall be paid weekly: -

- (a) Into an account in the name of the Employee (whether or not jointly with another person) at a financial institution by electronic transfer of funds or other means; or
- (b) By cheque payable to the Employee if there is agreement in writing between the Company and the Employee.

5.4.2 Weekly wages shall be processed so as to be accessible by the Employee no later than the close of business on Friday following the previous working week.

5.4.3 On becoming aware of any overpayment to an Employee the Company shall immediately notify the Employee of the overpayment, obtain a written authority from the Employee to effect deductions. Employees shall pay back all monies overpaid.

5.4.4 In determining any termination payment, the Company may deduct from the payment any balance of outstanding monies owing to the Company, with the written authority of the Employee. Any deduction of monies will be conducted in accordance with the standards stipulated in Section 324 of the Fair Work Act 2009 concerning Permitted Deductions.

5.4.5 The Company shall pay any termination entitlements by cheque or by direct debit into the Employee's nominated account with a bank or financial institution no later than five (5) days after the termination.

5.5 Site Specific Payments

5.5.1 Where site specific payments are made on a project these payments must be made in accordance with the requirements of the Building Code 2016.

5.5.2 The following conditions will apply where site specific payments are made:

- The Company may, at its discretion, adopt some or all of those payments for the duration of that project.
- Payments will only apply while Employees are engaged on the site or project.
- Project Agreements cannot override the arrangements of this Agreement.
- Site Specific payments cannot apply unless they are provided for in an industrial instrument approved by the FWC.

5.6 Compensation / Productivity Allowance

5.6.1 The Company shall pay a Compensation / Productivity Allowance of \$2.10 per hour to Employees covered by this Agreement.

5.6.2 The Compensation / Productivity Allowance incorporates recognition of all site and general wage related allowances including Multistorey Allowance and special rates provided for in the reference modern award, except for Special and Industry Allowances which are incorporated into the Wage Rates in the relevant Appendices of this Agreement.

5.6.3 Where applicable, the Compensation / Productivity Allowance shall only be paid for hours worked while on-site. The Allowance is not payable when work is interrupted due to inclement weather.

- 5.6.4 The Compensation / Productivity Allowance attracts no premiums or penalties. The allowance shall remain in force for the life of this Agreement.
- 5.6.5 If the Company undertakes any work on a project which is the subject of a project award or agreement, then any specified productivity allowance or site allowance (howsoever named or described) shall be absorbed by the company Compensation / Productivity Allowance to the extent of the hourly amount paid to the Employee.
- 5.6.6 The compensation allowance incorporates payment in lieu of the overtime crib break and associated meal allowance payable after the first two (2) hours overtime.

5.7 Over-Agreement Payments

- 5.7.1 The Company may enter into an arrangement with an Employee to pay that Employee remuneration in excess of that provided in Appendix 2 of this Agreement. Additional remuneration may be paid by way of a higher rate than the rate specified for the Employee's classification in the relevant Table in Appendix 2 of this Agreement.
- 5.7.2 Where remuneration is paid by way of a higher hourly rate, the new rate shall become the hourly rate for all purposes of this Agreement, including for the calculation of long service payments by the Long Service Corporation.
- 5.7.3 An hourly rate in excess of the wage rates set out in the relevant Table in Appendix 2 of this Agreement may be subject to review based on Employee performance, project progress, or other criterion. Payment of the amount of the higher hourly rate may be discontinued in circumstances where an Employee's performance is assessed as unsatisfactory. Alternatively, the amount of excess may be offset against any later increases in the hourly rates prescribed in the relevant Table in Appendix 2 of this Agreement.

5.8 Leading Hand Allowance

- 5.8.1 An Employee shall be paid a leading hand allowance where such Employee is required by the Company to take responsibility for supervising the work of other Employees.

Leading Hands	Allowance Per Hour \$
In charge of 1 person	0.63
In charge of 2 to 5 persons	1.39
In charge of 6 to 10 persons	1.76
In charge of more than 10 persons	2.37

6. TRAVEL ARRANGEMENTS

6.1 Daily Fares

- 6.1.1 Employees shall start and cease work on a building and construction site at the usual commencing and finishing times and will transfer from site to site as directed by the Company.
- 6.1.2 Time spent by Employees travelling from home to the site and return outside ordinary hours will not be regarded as time worked, except as otherwise provided in this Agreement.
- 6.1.3 The allowances prescribed by this clause are not to be taken into account for calculating entitlements for overtime, penalty rates, annual or personal / carer's leave or rostered days off.
- 6.1.4 Employees who are required to commence or cease work on a building and construction site, shall be paid a Daily Fares Allowance of \$31.50 for each day worked at a construction site located:
 - (a) Within a radius of 60 kilometres of the GPO in a capital city of a State or Territory;
 - (b) Within a radius of 60 kilometres of the principal post office in a regional city or town in a State or Territory: or,
 - (c) Within a radius of 60 kilometres from the place where an Employee performing distant duty is accommodated with the Company's approval.
- 6.1.5 The allowance entitlement in the preceding clause shall not apply where: -
 - (a) The Company provides the Employee with a vehicle not related to their contract of employment; or
 - (b) The Company provides or offers to provide transport from the Employee's home to the job and return free of charge; or,
 - (c) On rostered days off.
 - (d) Or where the Employee is absent from work.

6.2 Travel Outside Radial Areas

- 6.2.1 Where the Company requires an Employee to travel daily from inside a radial area mentioned in the clause 6.1.4, to work on a building and construction site outside that area, the Employee will be entitled to:
 - (a) The allowance prescribed in the table in clause 6.1.4 for each day worked; and,
 - (b) Payment for the time reasonably spent in travelling from the designated radial boundary to the job and return to the radial boundary. Payments shall be calculated to the next 15 minutes, with a minimum payment of 30 minutes per return journey per day; and,
 - (c) Any other expenses necessarily and reasonably incurred in such travel, which will be at a rate per kilometre set out in the table below where the Employee uses their own vehicle to travel by the most direct trafficable route.

Start Date Per KM \$	1 July 2024 Per KM \$	1 July 2025 Per KM \$	1 July 2026 Per KM \$	1 July 2027 Per KM \$
0.55	0.56	0.57	0.58	0.59

- 6.2.2 An employee whose residence is outside the radial areas prescribed in clause 6.1.4 and who crosses a radial boundary while travelling to work on a building and construction site will be entitled to the daily fares allowance (where applicable) but not the payments set out in sub-clauses 6.2.1(b) or (c).
- 6.2.3 An Employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the Company, must be paid reasonable cost of fares by the most convenient public transport between such sites.
- 6.2.4 Where an Employee agrees to the Company's request to use the Employee's own vehicle for such a transfer, the Employee must be paid an allowance per kilometre at a rate set out in the table below where the Employee travels by the most direct trafficable route.

Start Date Per KM \$	1 July 2024 Per KM \$	1 July 2025 Per KM \$	1 July 2026 Per KM \$	1 July 2027 Per KM \$
0.85	0.86	0.87	0.88	0.89

6.3 Travel To and From Distant Work

- 6.3.1 An Employee travelling to or from a location where Distant Work is undertaken shall be:
- Not located in a metropolitan radial area in which the employee's usual place of residence is located; and
 - More than 50 kms by road from the employee's usual place of residence.
 - Paid at the relevant rate of pay set out in Appendix 2 of this Agreement for a period of up to eight (8) hours per day while travelling to the site location, or home from the location.
 - Reimbursed for any fares, meals, or any other incidental expenses reasonably incurred in the travelling.
- 6.3.2 An Employee undertaking Distant Work shall be permitted to return to their home during a period of distant work. Where an Employee does return to their home, the travel shall be undertaken in the Employee's own time at the Employee's own expense.
- 6.3.3 Despite clause 6.3.1, the distant work payment is not payable when, at the commencement of employment, the employee's usual place of residence was more than 50km by road from the construction site on which the employee was initially engaged.
- 6.3.4 In this subclause, a metropolitan radial area is the area within a radius of 50 kilometres of:
- the GPO of a capital city of a State or Territory; or
 - the principal post office in a regional city or town in a State or Territory.

6.4 Accommodation and Board During Distant Work

- 6.4.1 The Company may require an Employee to undertake distant work at locations where it is not reasonable or possible for the Employee to return to their normal place of residence each night.
- 6.4.2 Where this occurs, the Company shall provide the Employee with accommodation in a hotel, motel or rented premises at no expense to the Employee. This accommodation shall be in clean and well-maintained premises, and be of an adequate standard, in a single or shared room with adequate furnishings, bedding, floor coverings, lighting, heating and access to bathroom facilities.
- 6.4.3 The Company shall also reimburse an Employee undertaking distant work a sum of up to \$60.00 per day for:
- The cost of three adequate meals each day; and,
 - For other incidental expenses incurred by the Employee while undertaking distant duty.
- 6.4.4 As an alternative to subclause 6.4.2 above, the Company may require an Employee to arrange and pay for their own accommodation and meals whilst required to be away from home. When this occurs, an Employee shall be paid a living away from home allowance of \$561.33 per 7 day week or \$80.19 per day (night) where the Employee is away from home for less than 7 days in a week.

7. HOURS OF WORK

7.1 Averaging Ordinary Hours - Monday to Friday

- 7.1.1 The ordinary hours of work for full-time Employees are up to eight (8) hours per day, and an average of 38 per week, worked from Monday to Friday between the hours of 7.00 a.m. and 6.00 p.m. The ordinary hours of work for part-time Employees are less than 38 per week.
- 7.1.2 The ordinary hours of duty for casual Employees are eight (8) hours per day, worked from Monday to Friday between the hours of 7.00 a.m. and 6.00 p.m.
- 7.1.3 With respect of clause 7.1.1 and 7.1.2 above, pursuant to clause 16.11(a) of the Building and Construction General On-Site Award 2020, the ordinary working day may start at 6.00 a.m. The change to the start time requires an agreement between the Company and the Employee(s) and their representative(s) if required.
- 7.1.4 The Company shall fix the daily hours of work for Employees within the Ordinary Hours and Spread of Hours provisions in this clause where a change to the fixed daily ordinary hours of work are necessary, the provisions of clause 7.1.5 shall apply.
- 7.1.5 Ordinary working hours may be established by agreement between the Company and the majority of Employees in the business or part of the business concerned. Any such agreement shall be subject to the operating requirements of the Company.

- 7.1.6 The matters on which agreement may be reached include:
- How the hours are to be averaged within a work cycle established in accordance with this clause;
 - The duration of the work cycle for Employees provided that such duration does not exceed four weeks;
 - Rosters which specify the starting and finishing times of working hours and,
 - The manner in which overtime provisions of this Agreement shall apply.

7.1.7 This does not preclude the Company reaching agreement with individual Employees about how their working hours are to be averaged in accordance with this clause.

7.2 Rostered Days Off

7.2.1 The ordinary working hours for full-time Employees shall be worked in a 20 day cycle, Monday to Friday inclusive, with eight (8) hours worked for each of 19 days with 0.4 of an hour on each of those days accruing towards the 20th day, which shall be taken as a paid day off.

7.2.2 Full-time Employees may take a rostered day off under conditions set out in this clause.

7.2.3 Employees are paid for the rostered day off at the applicable rate contained in the relevant Appendices of this Agreement.

7.2.4 Employees and the Company may agree to adopt the rostered day off calendar published annually by the Master Builders Association and observed generally within the industry.

7.2.5 Alternatively individual Employees may elect to: -

- (a) Take rostered days off individually at their own convenience, subject to prior agreement with the Company;
- (b) Take rostered days off when the rest of a site is closed due to observance of a rostered day off;
- (c) Take rostered days off in conjunction with other leave, or between projects, subject to prior agreement with the Company; or,
- (d) Cash out all or part of their accrued rostered day off entitlement on an hour for hour basis.

7.2.6 An Employee working on a nominated rostered day off is not entitled to any penalty payment where they opt to take the rostered day off entitlement by the means specified above.

7.2.7 Upon termination, the Company is required to pay Employees all unused rostered day off accruals.

7.2.8 Employees' entitlements for rostered days off shall be shown on weekly pay slips.

7.2.9 The employee and the employer may agree to allow the employee to bank an accrued RDO that would otherwise be taken under one of the ways fixed under clause 7.2.5 of this agreement and in that event the conditions pursuant to clause 16.5 – RDO Banking, of the Building and Construction General On-Site Award 2020 will apply.

7.3 Overtime

- 7.3.1 Overtime for full-time Employees shall be paid where an Employee works in excess of eight (8) ordinary hours in any one day, Monday to Friday or outside the span of ordinary hours set out in clause 7.1.1, 7.1.2 or 7.1.3 of this Agreement. When a part-time Employee works in excess of their ordinary hours on a daily or weekly basis Monday to Friday, they shall be paid overtime in accordance with this Clause.
- 7.3.2 An overtime rate of time and a half for the first two (2) hours on each day, and double time thereafter, shall apply to all overtime worked Monday to Friday.
- 7.3.3 All calculation of overtime payments shall use the applicable ordinary time rates set out in Appendix 2 Table A, Table C or Table D of this Agreement.
- 7.3.4 All Employees agree to work a reasonable amount of overtime without notice in the event of unusual events such as delays or urgent rectification work for clients.
- 7.3.5 All Employees must make themselves available to work reasonable additional hours. Reasonable additional hours shall be determined through consideration of the following factors:
- The Work Health and Safety risk of an Employee working any additional hours
 - The personal circumstances of the Employee
 - The operational requirements of the Company
 - The amount of notice provided to the Employee
 - The amount of notice provided by an Employee of an intention to refuse work
 - The amount of hours already worked by the Employee over the previous four week period
 - Whether the Employee is being asked to work on a public holiday
- 7.3.6 This list is not exhaustive of all possible considerations to take into account when determining reasonable additional hours. Communication with each Employee is the key in determining what will be reasonable.

7.4 Work on Weekends and Public Holidays

- 7.4.1 All work performed on a Saturday by Employees shall be paid at time and a half for the first 2 hours and at double time after that. Employees undertaking work on a Saturday shall be paid for a minimum attendance of three (3) hours.
- 7.4.2 All work performed after 12 pm on Saturday shall be paid at double time.
- 7.4.3 All work performed on a Sunday by Employees shall be paid at double time. A full-time Employee undertaking work on a Sunday shall be paid for a minimum attendance of four hours.
- 7.4.4 All work performed by Employees on a public holiday shall be paid at a rate of double time and a half, with a minimum payment for four (4) hours.
- 7.4.5 As a general rule, Employees will not work on public holidays. However, the Company may request an Employee to work on a public holiday if the request is reasonable.
- 7.4.6 If the Company requests an Employee to work on a public holiday, the Employee may refuse

the request if:

- The request is not reasonable; or,
- The refusal is reasonable, additionally
- Matters set out in section 114(4) of the FW Act in determining whether a request or a refusal of a request is reasonable

7.4.7 Where ordinary duty commenced on a Friday and extends after midnight, the whole of the shift shall be paid in accordance with provisions relating to work performed on a Friday.

7.5 Ordinary Time Meal and Rest Breaks

7.5.1 Subject to the provisions of sub-clause 7.6.3 of this Agreement, Employees are entitled to a paid rest period of 10 minutes between 9:00 a.m. and 11:00a.m. for any day worked.

7.5.2 Employees are entitled to an unpaid meal break of 30 minutes no later than after five (5) hours of work in any day.

7.5.3 This meal break may be rescheduled to suit site operations, such as material deliveries, crane lifts or concrete pours. Where this occurs, the unpaid break may be taken either before or after the operation in question is complete.

7.5.4 If the Company requires an Employee to work during the unpaid break referred to in clause 7.5.2 of this Agreement, either:

- (a) The Employee shall be paid at the rate of double time (calculated on the base rate) for the period worked between the prescribed time of cessation for the usual meal break and the beginning of the time allowed in substitution for the meal break; or
- (b) The Company and Employee(s) may agree to shorten the working day by the length of the break not taken. Time worked in this manner will form part of the ordinary working time for the day and will be paid accordingly.

7.6 Overtime and Weekend Crib Breaks

7.6.1 An Employee required to work overtime of two (2) hours or more on any day, Monday to Friday, shall be entitled to a crib break of 20 minutes. This break is paid at ordinary time rates of pay.

A further crib break of 30 minutes may be taken after each subsequent block of four (4) hours overtime worked, provided that work is resumed after the crib break. These crib breaks are paid at the rate applicable immediately prior to the crib break.

7.6.2 An Employee performing duty on a Saturday, Sunday or public holiday shall be allowed a crib break of 20 minutes after each four hours of work performed if the Employee continues work after such crib break.

7.6.3 Crib breaks connected with Saturday, Sunday or public holiday work shall be paid at the rate applicable at the time that the break is taken.

7.7 Rest Period Before or After Overtime

7.7.1 When overtime work is necessary, wherever reasonably practical, it shall be arranged so that Employees have at least 10 consecutive hours off duty between the work of two successive days.

7.7.2 If an Employee does not have a break of 10 consecutive hours off between:

- (a) Ordinary work on one day and the commencement of their ordinary work on the next day as a result of working overtime; or,
- (b) Saturdays, Sundays and holidays (not being ordinary working days) in the 24 hours preceding the employees ordinary commencing time on the next ordinary working day or shift, shall:-

- Be released from duty without loss of pay for ordinary working time until they have had 10 consecutive hours rest; or,
- Be paid at double ordinary time rates if the Employee resumes or continues work without having 10 consecutive hours off duty. When ultimately released from duty they shall not be required to report for work again until 10 consecutive is taken.

7.7.3 Should an Employee's 10 hours rest period end within two hours of their normal ceasing time, they shall not be required to report for work on that day.

7.7.4 If excessive time is involved in an Employee travelling from their home during their rest period, special consideration as to the length of the rest period will be given on an individual basis.

7.8 Call Back

7.8.1 An Employee shall be deemed to be on a call back if the Employee is recalled to work overtime without receiving prior notice before ceasing work.

7.8.2 Any Employee who is called back to work as defined in clause 7.8.1 shall be paid for a minimum of three (3) hours work at the appropriate overtime rate for each time so recalled, provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment.

7.8.3 Except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full three (3) hours if the job that the Employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an Employee to return to the place of work to perform a specific job(s) outside the Employees ordinary hours, or where overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary hours.

7.9 Shift Work

7.9.1 For the purposes of this clause:

Shift work means any system of work in which operations are being continued by the employment of a group of Employees upon work on which another group had been engaged previously.

- Day shift means any shift starting on or after 6.00 am and before 10.00 am.
- Afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm.

- Night shift means any shift starting at or after 8.00 pm and before 6.00 am.
 - Rostered shift means a shift of which the Employee concerned has had at least 48 hours' notice.
- 7.9.2 Roster - shifts must be worked according to a roster which will:
- (a) Provide for rotation of shifts unless all the Employees concerned agree otherwise;
 - (b) Provide for not more than eight shifts to be worked in any nine consecutive days; and
 - (c) Specify the commencing and finishing times of each shift.
- 7.9.3 Ordinary hours:
- (a) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of two, three or four weeks;
 - (b) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.
- 7.9.4 Rostered Off Shift - twenty-four minutes of each eight hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after 19 shifts worked. The rostered off shift will be paid for as though worked.
- 7.9.5 Paid Leave - each day of paid leave taken and any public holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.
- 7.9.6 Pro-rata Accrued Entitlements - a shift worker who has not worked or is not regarded by reason of clause 7.9.5 as having worked a complete shift cycle will receive pro-rata accrued entitlements of each shift worked or regarded as having been worked in that cycle. Such pro-rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.
- 7.9.7 Taking of Rostered Off Shifts - the Company and Employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation. Such accumulation will be limited to not more than five shifts before they are taken as rostered off shifts. When rostered off shifts are taken they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.
- 7.9.8 Work on a Rostered Off Shift - the rostered off shift prescribed by this clause will be taken as a paid shift off. Provided that where the Company for emergency reasons requires an Employee to work on their rostered off shift the Employee, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.
- 7.9.9 Overtime - all time worked by a shift worker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the Employees themselves or for the purposes of effecting the customary rotation of shifts.
- 7.9.10 Shift Allowances - a shiftworker whilst on afternoon or night shift other than a Saturday, Sunday or holiday must be paid their ordinary time hourly rate plus 15%.
- 7.9.11 Saturdays - Employees working shifts between midnight on Friday and midnight on Saturday must be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 7.9.5.

7.9.12 Sundays and Holidays - subject to this clause, the provisions of clause 10.8 - Public holidays, will apply to shiftworkers. Where shifts commence between 11:00p.m. and midnight on a Sunday or holiday, the time so worked before midnight will not be entitle the Employee to the Sunday or holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday will be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday that shift, the major portion of which falls on a Sunday or a holiday, will be regarded as the Sunday or holiday shift.

7.9.13 Five Successive Shifts - shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid at the rate of time and a half for all ordinary time occurring during such shift.

7.9.14 Permanent Night Shift - an Employee who (except at their own request pursuant to clause 7.9.2);

- (a) During a period of engagement on shift, works night shift only; or
- (b) Remains on a night shift for a longer period than four successive weeks; or
- (c) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night shift in each cycle;

must, during such engagement, period or cycle be paid their ordinary time hourly rate plus 30% for all time worked during ordinary hours on such night shift.

7.9.15 Call Outs - a shift worker called out to work the expiration of their customary working time and after they have left work for the shift, or is called out to work on a day on which they are rostered off, must be paid for a minimum of three hours work calculated at double time for each occasion the shiftworker is called out. Provided that if called out on a public holiday, payment must be calculated at the rate prescribed in clause 7.4.4 of this Agreement.

7.9.16 Transport after Overtime - when a shiftworker, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company will provide the Employee with transport to their usual place of residence or to the nearest appropriate public transport.

7.10 Requests for flexible working arrangements

7.10.1 Employee may request change in working arrangements, Clause 7.10 applies where an employee has made a request for a change in working arrangements under section 65 of the Fair Work Act

7.10.2 Pursuant to clause 6 of the Building and Construction General On-Site Award 2020, the Company agrees to comply with clause 6's definitions and subclauses contained within the award.

8. INCLEMENT WEATHER PROCEDURE

8.1 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

The procedures set out below shall apply if it is either not reasonable, or not safe, for Employees exposed to these climatic conditions to continue working.

- 8.3 The Company and relevant Employees must confer within a reasonable time (not exceeding 60 minutes) as to whether or not the conditions in this clause shall apply.

The following paragraphs apply when it is decided that inclement weather conditions exist.

- 8.4 An Employee will be entitled to payment by the Company for ordinary time lost through inclement weather for up to 32 hours in every calendar month. The calendar shall operate in accordance with the Inclement Weather Calendar published by the Master Builders Association of NSW. No Employee will be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks.
- 8.5 A part-time Employee, will be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four (4) week period.
- 8.6 Where an Employee has less than one month of continuous employment with the Company, the maximum pay entitlement for time lost due to inclement weather shall be 8 hours for each completed week of continuous employment.
- 8.7 Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Company, useful work is available in that area or site. If it is necessary, and consistent with safe working procedures, to walk through inclement areas in order to make areas safe, reasonable personal protection will be provided.
- 8.8 If only a part of a project is affected by inclement weather, all other Employees not affected shall continue working, regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- 8.9 Employees shall be transferred to work within the scope of their skill, competence and training.
- 8.10 Where it is necessary to transfer to another site or location, transport shall be provided, or payment made for use of an Employee's own vehicle, at ordinary time rates.
- 8.11 Where Employees are prevented from working by inclement weather, and have not been assigned duties where it is reasonable and safe to work, the Company may release Employees from any requirement to remain on-site.

Employees may be released from duty where Employees have been prevented from working:-

- For more than an accumulated total of four hours of ordinary time in any one day; or after the meal break,
- For more than an accumulated total of 50% of the normal afternoon work time; or,
- During the final two hours of the normal work day for more than an accumulated total of one hour.

9. LEAVE

9.1 Accrual of Entitlements / Continuity of Service

Employees are entitled to annual leave, personal (sick/carer's leave, compassionate leave, community service leave (including jury duty), parental leave, family and domestic violence leave and public holidays in accordance with the NES and the Company policies and procedures concerning leave.

9.1.1 Accrued entitlements of full-time and part-time or Apprentice Employees as at the date of lodgement of this Agreement shall carry forward as entitlements under this Agreement. Those entitlements shall be applied in accordance with the provisions of this Agreement.

9.1.2 The following reasons for absence are to be included in calculating continuous service for purposes of accrual of entitlements: -

- Any paid Personal / Carer's Leave, Annual Leave or Long Service leave taken;
- Any absence on unpaid community leave

9.1.3 Entitlements to Annual Leave, Personal / Carer's Leave and Redundancy do not accrue if an Employee has an absence that is for any other reason.

9.1.4 Absences for reasons other than those that count for calculating continuous service do not otherwise break the continuity of the Employee's employment with the Company.

9.1.5 An Employee is entitled to take and accrue any leave or absence (whether paid or unpaid) when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers compensation payments. An Employee is not prevented from taking unpaid parental leave during a period where the Employee is receiving workers compensation payments.

9.2 Annual Leave

9.2.1 All full-time and part-time or Apprentice Employees are entitled to annual leave. Payment for annual leave shall be made at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

9.2.2 Full-Time Employees are entitled to 4 weeks annual leave per year of service. Part-Time Employee's annual leave entitlement will accrue on a pro-rata basis. Casual employees are not entitled to annual leave.

9.2.3 Annual leave accrues progressively during each year of service according to the Employee's ordinary hours of work and accumulates from year to year.

9.2.4 For each completed year of continuous service Employees engaged on continuous shift work shall be entitled up to an additional five (5) working days annual leave. This entitlement shall accrue on a pro-rata basis for each completed week of continuous shift duty during any anniversary year. For the purpose of this clause, "continuous shiftworker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.

- 9.2.5 Annual leave may be taken at any time:
- (a) By agreement between an Employee and the Company;
 - (b) Subject to clause 9.2.6; and
 - (c) Subject to available credit and the operational requirements of the Company, but the Company shall not unreasonably refuse or revoke an authorisation for annual leave.
- 9.2.6 Annual leave may be taken in the following ways:
- (a) At a time, and for a period, fixed by the Company where there is an annual close down or part of the Company closes down;
 - (b) In periods of not less than one day, provided that the Employee seeks the agreement of the Company at least one week before commencing the period of annual leave;
 - (c) Where an Employee has accrued in excess of 2 years (i.e. 8 weeks) worth of annual leave, or 10 weeks' paid annual leave for a continuous shift worker defined in clause 9.2.4 above, the Company may require the Employee to take the excess leave at a time and for a period fixed by the Company.
- 9.2.7 An Employee taking leave may request to be paid in advance for the period of leave taken. This advance payment shall be the amount of wage the Employee would have received on a pay day during the period of leave, for the ordinary time hours the Employee would have worked had they not been on leave during the period.
- 9.2.8 If a public holiday occurs during a period of annual leave, that public holiday shall be added to the period of leave.
- 9.2.9 No payment shall be made in lieu of annual leave unless the payment is made in lieu of an Employee's entitlements at the time of terminating employment. A full-time or part-time and Apprentice or Trainee Employee who terminates their employment, or whose employment is terminated by the Company, shall be entitled to a payment for any credit of annual leave not taken.
- 9.3 Annual Leave Loading**
- 9.3.1 In addition to the payment prescribed in clause 9.2 hereof, an eligible full-time or part-time or Apprentice or Trainee Employee will be entitled to an annual leave loading calculated at 17.5% on the payment due to them for their accrued annual leave entitlement inclusive of the daily fares allowance. This loading shall be paid on accrued leave paid out on termination.
- 9.4 Personal / Carer's Leave**
- 9.4.1 Full-time Employees are entitled to 10 days of paid personal/carer's leave based on the Employee's ordinary hours of duty and the Employee's ordinary rate of pay for each completed year of continuous employment with the Company. Part-time Employees are entitled to the pro-rata equivalent.
- 9.4.2 Paid personal/carer's leave accrues progressively during each year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 9.4.3 All accrued personal/carer's leave shall be available for use as sick leave and carer's leave in accordance with the provisions outlined below.

- 9.4.4 An Employee (other than a casual Employee) may take paid personal/carer's leave if the leave is taken:
- (a) As sick leave - because the Employee is unfit for work as a result of a personal illness, or personal injury, affecting the Employee; or
 - (b) As carer's leave - to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) A personal illness, or personal injury affecting the immediate family or household member, or
 - (ii) An unexpected emergency affecting the immediate family or household member.
- 9.4.5 An Employee (including a casual Employee) may take 2 days unpaid carer's leave per occasion if:
- (a) The leave is taken to provide care or support as provided for in sub-clause 9.4.4(b) of this Agreement; and
 - (b) The Employee does not have any paid personal/carer's leave available.
- 9.4.6 Pursuant to clause 32.2 of the Building and Construction General On-Site Award 2020, If an employee is terminated by the employer and is re-engaged by the same employer within a period of 6 months, then the employee's unclaimed balance of personal/carer's leave will continue from the date of re-engagement. In such case the employee's next year of service will commence after a total of 12 months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment.

9.5 Compassionate Leave

- 9.5.1 An Employee is entitled to two days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
- Contracts or develops a personal illness that poses a serious threat to their life; or,
 - Sustains a personal injury that poses a serious threat to their life; or,
 - Dies.
- 9.5.2 An Employee may take compassionate leave on a particular occasion if the leave is taken:
- For the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the serious personal illness, or sustained the serious personal injury; or,
 - After the death of the member of the Employee's immediate family or household;
- 9.5.3 An Employee may take compassionate leave for a particular permissible occasion as:
- A single continuous period of two days; or,
 - Two separate periods of one day each; or,
 - Any separate periods to which the Employee and the Company agree.
- 9.5.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

9.5.5 For part-time Employees, compassionate leave is paid on a pro-rata basis.

9.5.6 For casual Employees, compassionate leave is unpaid leave.

9.6 Notice of Absence

9.6.1 An Employee must give the Company notice of the taking of Personal / Carer's Leave, or Compassionate if the Employee is taking leave.

9.6.2 The notice: -

- Must be given to the Company by 7.00 a.m. on the first day of the absence, or as soon as is reasonably practicable after this time and;
- Must advise the Company of the period, or expected period of the leave.

9.6.3 An Employee who has given the Company notice of the taking of such leave must, if required by the Company, provide evidence that would satisfy a reasonable person that:

- If it is paid Personal / Carer's leave - the leave is taken for a reason specified in the clause relating to accrual of Carer's / Personal Leave; or,
- If it is unpaid Carer's leave - the leave is taken for a permissible occasion in circumstances specified in the clause relating to unpaid Carer's Leave; or,
- If it is compassionate leave - the leave is taken for a permissible occasion in circumstances specified in the clause relating to Compassionate Leave.

9.6.4 The Company may request evidence in the form of a certificate from a treating medical or clinical practitioner, a notice published in a newspaper or other media, or other evidence required to satisfy the Company. A back dated or retrospective medical certificate will not be accepted as reasonable evidence to justify an Employee's absence from work.

9.6.5 An Employee is not entitled to take Personal / Carer's Leave, Unpaid Carer's Leave or Compassionate Leave unless the Employee gives notice of the absence in accordance with this Clause.

9.7 Immediate Family or Household

9.7.1 The entitlement to Compassionate and Carer's leave is subject to the person being either a member of the Employee's household or a member of the Employee's immediate family being;

- A spouse (including a former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- A child (within the meaning of section 17 of the FW Act), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

10. ADDITIONAL LEAVE

10.1 Community Service Activities

10.1.1 Each of the following is an eligible community service activity:

- Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or,
- Carrying out a voluntary emergency management activity (within the meaning of Section 109 of the FW Act); or
- An activity prescribed by the FW Regulations.

10.2 Absence While Engaging in a Community Service Activity

10.2.1 An Employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if the period consists of one or more of the following:

- Time when the Employee engages in the activity;
- Reasonable travelling time associated with the activity;
- Reasonable rest time immediately following the activity; and,
- Unless the activity is jury service-the Employee's absence is reasonable in all the circumstances.

10.3 Notice Regarding Absence

10.3.1 An Employee who wants an absence from their employment to engage in a community service activity must give the Company notice of the absence.

10.3.2 The notice:

- Must be given to the Company as soon as reasonably practicable (which may be a time after the absence has started); and
- Must advise the Company of the period, or expected period, of the absence.

10.3.3 An Employee who has given the Company notice of an absence under this clause must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

10.3.4 An Employee's absence from their employment is not permissible unless the Employee complies with the clause.

10.4 Payment to Employees (Other Than Casuals) on Jury Service

10.4.1 This clause applies if:

- An Employee is absent from their employment for a period because of jury service in accordance with this clause; and,
- The Employee is not a casual Employee.

10.4.2 The Company shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

10.4.3 The Company may require the Employee to give the Company evidence that would satisfy

a reasonable person:

- That the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and,
- Of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.

10.4.4 If the Company requires the Employee to provide the evidence referred to in sub- clause 10.4.3 of this Agreement:

- The Employee is not entitled to payment under sub-clause 10.4.2 unless the Employee provides the evidence; and,
- If the Employee provides the evidence the amount payable to the Employee under this clause is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.

10.4.5 If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:

- The Company is only required to pay the Employee for up to 10 days of absence; and
- The evidence provided in response to a requirement under this clause need only relate to the first 10 days of absence; and
- The reference in this clause to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

10.5 Parental Leave

10.5.1 An Employee will be entitled to Parental Leave (and related entitlements) in accordance with the FW Act.

10.6 Long Service Leave

10.6.1 The applicable rate of pay for Long Service Leave will be the corresponding rate of pay in the relevant Table of Appendix 2 of this Agreement or clause 5.7 Over Agreement Payments of this Agreement, whichever is the greater.

10.7 Leave Without Pay

10.7.1 An Employee wishing to take any leave without pay must give the Company at least one (1) weeks' notice. Leave without pay will only be approved at the Company's absolute discretion. Leave without pay will not be considered as time in service for the accrual of any form of leave including rostered days off where applicable.

10.8 Public Holidays

10.8.1 A full-time or part-time Employee shall be entitled to observe public holidays without reduction of ordinary pay where their ordinary hours of work fall on a public holiday. (No payment shall be made for Easter Saturday or Easter Sunday unless the employee works on those days)

10.8.2 An Employee is entitled to a day off on a public holiday, subject to the Company reasonably requesting an Employee to work on a particular public holiday.

10.8.3 An Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so.

10.8.4 The following days are considered public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Christmas Day
- Boxing Day
- King / Queen's Birthday
- Labour Day

And any other day, or part-day, declared under a law of a State or Territory to be observed generally within the State, Territory, or a region of the State or Territory, as a public holiday.

10.8.5 If an Act of Parliament or Proclamation substitutes another day for any of the above-named public holidays, the special rates shall only be payable for work done on the day substituted.

10.8.6 Where an Employee is absent from their employment on the working day before, or the working day after a public holiday, they shall provide a Doctors Certificate or other acceptable evidence to support an application for such leave on the day.

10.8.7 Employees shall not receive pay for public holidays while receiving workers compensation benefits.

10.8.8 Public holidays may be substituted for alternative days by agreement between the Company and Employees. Where an alternative day is substituted for a public holiday in accordance with this clause, penalty rates will only be payable if an Employee works on the alternative day.

10.8.9 Where any day other than those listed in clause 10.8.4 is gazetted as a public holiday in the area in which the Employee works, that day will be regarded as a normal working day and an additional day's paid leave during the Christmas-new year period will be substituted.

10.9 Family and Domestic Violence Leave

10.9.1 An employee is entitled to 10 days of paid family and domestic violence leave in a 12-month period.

10.9.2 Paid family and domestic violence leave:

- is available in full at the start of each 12-month period of the employee's employment; and
- does not accumulate from year to year; and
- is available in full to part-time and casual employees.

10.9.3 For the purposes of subsection 10.9.2 if an employee is employed by a particular employer:

- as a casual employee; or

- for a specified period of time, for a specified task or for the duration of a specified season;

the start of the employee's employment is taken to be the start of the employee's first employment with that employer.

10.9.4 The employee may take paid family and domestic violence leave as:

- a single continuous 10-day period; or
- separate periods of one or more days each; or
- any separate periods to which the employee and the employer agree, including periods of less than one day.

10.9.5 To avoid doubt, this section does not prevent the employee and the employer agreeing that the employee may take paid or unpaid leave in addition to the entitlement in subsection 10.9.1 to deal with the impact of family and domestic violence.

10.10 Accident Pay

10.10.1 Pursuant to clause 27 of the Building and Construction General On-Site Award 2020, the Company agrees to comply with clause 27's definitions and subclauses contained within the award.

11. INSURANCE

11.1 Workers Compensation

11.1.1 An Employee entitled to worker's compensation payments will be paid their relevant base rate of pay in accordance with the relevant State/Territory legislation.

11.1.2 Where an Employee is absent from work and receiving workers compensation benefits and such absence falls over a Public Holiday payment for the public holiday shall be made by the Workers Compensation Insurer or the Company, but not both.

12. TERMINATION

12.1 Notice of Termination (Daily Hire Employees)

12.1.1 The following provisions shall apply to full-time or part-time daily hire Employees.

12.1.2 One day's notice of termination of employment will be given on either side or one (1) day's pay will be paid or forfeited in lieu of notice.

12.1.3 Notice given at or before the usual starting time of any ordinary working day shall expire at the completion of that day's work.

12.1.4 Payment in lieu of notice shall be at the ordinary hourly rate of pay only (as prescribed by this Agreement). It shall not include payment for redundancy or any other remuneration prescribed by this Agreement.

12.1.5 Nothing in this clause affects the Company's ability to summarily dismiss an Employee without notice in accordance with Clause 12.5 Summary Dismissal of this Agreement.

12.1.6 The Company shall pay any termination entitlements by cheque or by funds transfer into the Employee's nominated account with a bank or financial institution no later than five (5) days after the date of termination.

12.2 Notice of Termination (Casual Employees)

12.2.1 Termination of all casual engagements shall require one (1) hour's notice on either side or the payment or forfeiture of one (1) hour's pay, as the case may be.

12.2.2 The Company may advise a casual Employee that their services are not required the next day, or until advised by the Company. This advice must be given on a day that the Employee works, before the Employee ceases duty. Such advice constitutes notice of termination for the purposes of this Agreement.

12.3 Termination of Apprenticeship or Traineeship

12.3.1 An Apprenticeship or Traineeship is terminated when the Apprentice or Trainee completes the period of training, and meets other requirements, specified in the Vocational Training Order applicable to the course undertaken.

12.3.2 An Apprenticeship or Traineeship may be suspended or cancelled during its term by the Commissioner for Vocational Training in accordance with provisions of the Apprenticeship and Traineeship Act 2001.

12.3.3 Where an Apprenticeship or Traineeship is suspended or cancelled, the Company will provide the Apprentice or Trainee with notice or payment in lieu of notice consistent with NES in accordance with Section 117 of the FW Act.

12.3.4 Where an Apprenticeship or Traineeship comes to an end, is suspended or cancelled, the Apprentice's or Trainee's termination entitlements will be banked into their account at the end of the next pay period.

12.3.5 Payment for superannuation and any other allowances prescribed by this Agreement will not be made for the notice period where payment is made in lieu of notice.

12.4 Abandonment of Employment

12.4.1 Absence of a full-time or part-time Employee from work for a continuous period exceeding three working days without the consent of the Company shall be prima facie evidence that the Employee has abandoned their employment.

12.4.2 The Company shall send a letter, by registered post, to the Employee's address requiring the Employee provide a valid reason for the absence within a period of five (5) working days from the date of the letter.

12.4.3 If the Employee fails to establish to the Company's satisfaction that they were absent for reasonable cause, the Employee shall be deemed to have abandoned their employment.

12.4.4 The abandonment of employment by the Employee shall be deemed to take effect from the date of last attendance, or the date of the last absence for which Company consent was given.

12.4.5 In such circumstances, a full-time (or part-time) Employee shall be entitled to be paid in lieu of notice in accordance with clause 12.1 or 12.2 of this Agreement as applicable.

12.5 Summary Dismissal

12.5.1 Nothing in this clause affects the Company's ability to dismiss an Employee without notice for unreasonable refusal of duty, gross negligence, or other misconduct sufficiently serious for the Company to treat the Employee's conduct as repudiation of the employment contract, bringing the contract to an end.

12.5.2 In such circumstances, payment shall be made up to the time of dismissal only and no notice is payable.

12.5.3 The circumstances where summary dismissal may be warranted include but are not limited to:

- (a) Willful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- (b) Conduct that causes serious and imminent risk to:
 - (i) The health or safety of a person; or
 - (ii) The reputation, viability or profitability of the Company's business.
- (c) An Employee, in the course of their employment, engaging in:
 - (i) Theft; or
 - (ii) Fraud; or
 - (iii) Assault;
- (d) An Employee being intoxicated or under the influence of illicit drugs at work;
- (e) An Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

12.6 Consultation Arrangements

12.6.1 This term applies if the Company:

- (a) Has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees;
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

12.6.2 For a major change referred to in clause 12.6.1(a):

- (a) The Company must notify the relevant Employees of the decision to introduce the major change; and
- (b) Subclauses 12.6.3 to 12.6.9 apply.

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

12.6.4 If:

- (a) A relevant Employee(s) appoints a representative for the purposes of consultation; and
- (b) The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

- 12.6.5 As soon as practicable after making its decision, the Company must:
- (a) Discuss with the relevant Employees:
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the Employees; and
 - (iii) The measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) For the purposes of the discussion, provide in writing, to the relevant Employees;
 - (i) All relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the Employees' and
 - (iii) Any other matters likely to affect the Employees.
- 12.6.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.6.7 The Company must give prompt and genuine consideration to matters raised about the major change to the relevant Employees.
- 12.6.8 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 clause 12.6.2 (a) and clauses 12.6.3 and 12.6.5 are taken not to apply.
- 12.6.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) The termination of the employment of Employees; or
 - (b) Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) The alteration of hours of work; or
 - (e) The need to retain Employees; or
 - (f) The need to relocate Employees to another workplace; or
 - (g) The restructuring of jobs.
- 12.6.10 Change to regular roster or ordinary hours of work:
- For a change referred to in paragraph 12.6.1(b);
- (a) The Company must notify the relevant Employees of the proposed change; and
 - (b) Clauses 12.6.11 and 12.6.15 apply.
- 12.6.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 12.6.12 If;
- (a) A relevant Employee(s) appoint a representative for the purposes of consultation; and
 - (b) The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 12.6.13 As soon as practicable after proposing to introduce change, the Company must:
- (a) Discuss with the relevant Employees the introduction of the change; and

- (b) For the purposes of the discussion - provide to the relevant Employees;
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) Information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.6.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.6.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 12.6.16 In this term relevant Employees means the Employees who may be affected by a change referred to in clause 12.6.1.

13. REDUNDANCY / SEVERANCE

- 13.1 This clause shall apply to full-time and part-time daily hire Employees.
- 13.2 For the purpose of this clause, redundancy means a situation where an Employee ceases to be employed by the Company, other than for reasons of misconduct or refusal of duty.
- 13.3 The Company shall provide Employees with one (1) day's notice of redundancy or pay in lieu of such notice.
- 13.4 An Employee employed for less than for less than 12 months will be entitled to a redundancy /severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the Employee. Redundancy standards for Employees with more than 12 months service will apply in accordance with Clause 41.3 of the Building and Construction General On-site Award 2020.
- 13.5 Service as an Apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the Employee completes an Apprenticeship and remains in employment with the Company for a further 12 months.
- 13.6 A weeks' pay is defined as 38 hours at the Employees' rate of pay as provided in this Agreement without any allowances.
- 13.7 A part-time Employee will be entitled to payment on a pro-rata basis.
- 13.8 Employee leaving during notice period. An employee whose employment is to be terminated in accordance with clause 41 of the Building and Construction General On-site Award 2020 may terminate their employment during the period of notice and if this occurs, the employee will be entitled to the provisions of clause 41 as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment instead of notice.

- 13.9 The above redundancy provisions do not apply in any of the following circumstances:
- Where an incoming Company offers to continue the employment of the Employee;
 - Where the Company transfers the Employee to a related Company and ensures continuity of service;
 - Where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty, or
 - Where the Employee is a casual Employee, Apprentice or a trainee engaged for a specific period of time or for a specific task or tasks.

14. WORK HEALTH AND SAFETY

- 14.1 The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and health of all Employees and other persons who may enter the workplace.
- 14.2 Smoking is not permitted inside Company premises (including toilets) or vehicles.
- 14.3 Employees should immediately notify Company management by completion of the relevant form if they injure themselves at work or subsequently become aware of any injury or disease that they may have sustained during the course of employment with the Company

15. DRUGS AND ALCOHOL

- 15.1 This clause shall be read in conjunction with the Company's Drug and Alcohol Policy, Fitness for Work Policy as well as Building Code 2016.
- 15.2 The parties to this Agreement agree to comply with the Company's Drug and Alcohol Policy and Fitness for Work Policy.

16. EQUIPMENT AND APPAREL

16.1 Protective and Working Clothing

- 16.1.1 The Company shall provide appropriate personal protective equipment required by Employees when carrying out their work.
- 16.1.2 Equipment and clothing shall be replaced by the Company on the basis of fair wear and tear.
- 16.1.3 The Company may require that old items of apparel are presented for inspection if required, prior to replacement.
- 16.1.4 Employees are expected to wear Company provided clothing and maintain it in a tidy manner, so as to display a professional Company image.

16.2 Supply of Vehicles

- 16.2.1 The Company may provide full-time Employees with a serviced motor vehicle for the purposes of: -
- Travel between their place of residence and work sites;

- Transfer from site to site during working hours;
 - Carriage of other Employees, Company equipment or working materials as required; and,
 - Other purposes authorised by the Company.
- 16.2.2 The Company shall ensure that the motor vehicle provided is registered, insured and is in a fully roadworthy condition when it is provided to an Employee for use in accordance with this clause. The Company shall pay for the cost of fuel, oil and lubricants, other consumables, and maintenance for fair wear and tear.
- 16.2.3 An Employee supplied with a vehicle is required to comply at all times with applicable laws, and shall exercise due care in overall use of the Company vehicle provided, as well as in its garaging and security.
- 16.2.4 An Employee supplied with a vehicle shall take all reasonable steps to ensure that the vehicle is appropriately cleaned and maintained. Repairs to a vehicle for wear and tear that is above and beyond a level reasonable for the industry shall be the full responsibility of the Employee.
- 16.2.5 An Employee supplied with a vehicle shall take all reasonable steps to comply with the requirements of the Company's Motor Vehicle Policy as well as the Company's Heavy Vehicle Management Plan (if applicable).

16.3 Company Owned Tools and Equipment

- 16.3.1 Where an Employee is supplied with Company owned equipment and / or tools, such equipment / tools, shall be the sole responsibility of the Employee.
- 16.3.2 It is agreed that Employees covered by this Agreement shall carry Company owned tools between sites without penalty to the Company.
- 16.3.3 The Company may deduct from an Employee's wages the cost of replacement of any Company owned tool / equipment for which the Employee assigned the tools / equipment cannot account the Company. Any deduction must be authorised in writing by the Employee.

17. ANTI-DISCRIMINATION

- 17.1 It is agreed that:
- (a) The parties will achieve a principal object of the FW Act, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of age, race, colour, sex, sexual preference, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
 - (b) Any dispute concerning this clause and its operation may be progressed under the dispute resolution procedure in this agreement.
 - (c) Nothing in this clause:
 - (i) Limits the ability of the parties to this Agreement to exercise their rights under applicable Commonwealth, State or Territory legislation, or
 - (ii) Allows any treatment that would otherwise be prohibited by anti- discrimination provisions in applicable Commonwealth, State or Territory legislation.

18. SETTLEMENT OF DISPUTES

18.1 If a dispute relates to:

- (a) A matter arising under the agreement; or
- (b) The NES;

this term sets out procedures to settle the dispute.

18.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

18.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and / or management.

18.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

18.5 The FWC may deal with the dispute in 2 stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

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

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

18.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) The work is not appropriate for the Employee to perform; or
 - (iv) There are other reasonable grounds for the Employee to refuse to comply with the direction.

18.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

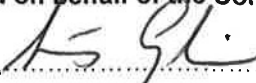
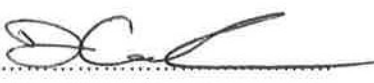
18.8 In discharging its role and exercising its powers under this procedure, the FWC must not determine an outcome that is inconsistent with the Building Code 2016.

19. ENDORSEMENT OF AGREEMENT

19.1 The parties recognise that each has a responsibility to ensure the successful operation of this Agreement. The signatures below testify the fact that the Agreement has been endorsed by the Parties.

19.2 This Agreement is made on this ...08th..... day of ...February..... 2024

Executed for and on behalf of the Company:

Signed:  

Director's Name: James Galvin Daire Carolan

Address of Director: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Witness:

Signed: 

Witness' Name: Nelson Da Silva

Address of Witness: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208


Signed by the Employee Bargaining Representative:

Signed: 

Employee's Name: Matthew Cregan
(Employee Job Title / Position)

Address of Employee: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208


Signed by the Witness:

Signed: 

Witness' Name: Conor Cregan

Address of Witness: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Employee Bargaining Representative:

Signed: 

Employee's Name: Matthew Smyth

(Employee Job Title / Position)

Address of Employee: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Witness:

Signed: 

Witness' Name: Conor Cregan

Address of Witness: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Employee Bargaining Representative:

Signed: Aaron Carolan

Employee's Name: Aaron Carolan

(Employee Job Title / Position)

Address of Employee: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Witness:

Signed: 

Witness' Name: Conor Cregan

Address of Witness: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Employee Bargaining Representative:

Signed: 

Employee's Name: U. Javtbalp YALALTBUYAR TSOGDELGER
(Employee's job title / Position)

Address of Employee: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

Signed by the Witness:

Signed: 

Witness' Name: Coro. Cregan

Address of Witness: C/~ Suite 204, 1-5 Commercial Road, Kingsgrove NSW 2208

APPENDIX 1 – AGREEMENT CLASSIFICATIONS

Agreement Classifications	Award Equivalent Classifications	Description
Level 1	CW1 (C)	General labourer (other than as specified)
Level 2	CW1 (D)	Labourer (3) - Trades Labourer, Jack Hammerman, Mixer Driver (concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator (except in Vic), Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roofer, Plasterer's Assistant, Terrazzo Assistant, Stonemason's Assistant (including assistant in factory In NSW)
Level 3	CW2	Labourer (2) - Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder, Concrete Finisher (as defined)
Level 4	CW3	Artificial Stoneworker, Carpenter and / or Joiner, Bridge and Wharf Carpenter, Floorsander (Tas), Marble and Slate Worker, Stonemason, Caster, Fixer, Floorlayer Specialist, Plasterer, Bricklayer, Tilelayer (NSW), Roof Tiler, Slate Ridger, Roof Fixer Painter, Glazier (except Vic), Shophand, Quarryworker, Labourer (1) - Rigger, Dogger, Machinist, Operator Group A
Level 5	CW4	Marker or Setter Out Artificial Stoneworker, Carpenter and / or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason, Bricklayer, Tilelayer, Caster, Fixer, Floorlayer Specialist, Plasterer, Roof Tiler, Slate Ridger, Roof Fixer, Painter, Glazier, Letter Cutter, Signwriter Operator Group B
Level 6	CW5	Carver, Special Class Tradesperson, Carpenter / Joiner, Bricklayer, Plasterer, Stonemason, Operator Groups C, D and E
Level 7	CW6	Operator Groups F and G
Level 8	CW7	Sub Foreperson (Bridge and Wharf Carpenter), Operator Group H Crane Driver NSW
Level 9	CW8	Carpenter-Diver Foreperson (Bridge and Wharf Carpenter)
Level 10	Leading Hand	Leading Hand

Note: Movement between classification levels is at the discretion of the Company. Should any dispute arise regarding the classification levels described above, the provisions of the Settlement of Disputes clause of this Agreement shall apply.

APPENDIX 2 – WAGE RATES

The following rates are the base rates of pay, inclusive of special allowance, industry allowance follow the-job loading and tool allowances payable pursuant to the reference award. They shall apply over the life of the Agreement for the calculation of Employee remuneration, and for any calculation of Employee redundancy pay, public holiday pay, personal leave and annual leave entitlements.

Note: Start Rates identified in the Wage Rates Tables below are applicable and payable seven (7) days after the Fair Work Commission approves the Agreement. Subsequent wage rate increases identified in the Tables below shall apply on and from the beginning of the first full pay period to commence on or after the date identified.

Table A Daily Hire Employees

Agreement Classifications	Start Rates Per Hour \$	1 July 2024 Per Hour \$	1 July 2025 Per Hour \$	1 July 2026 Per Hour \$	1 July 2027 Per Hour \$
Level 1	26.74	27.54	28.37	29.22	30.10
Level 2	27.22	28.03	28.87	29.74	30.63
Level 3	27.77	28.60	29.46	30.34	31.25
Level 4	29.59	30.48	31.39	32.33	33.30
Level 5	30.44	31.36	32.30	33.27	34.26
Level 6	31.30	32.23	33.20	34.20	35.22
Level 7	31.92	32.87	33.86	34.88	35.92
Level 8	32.93	33.91	34.93	35.98	37.06
Leading Hand	34.69	35.73	36.80	37.91	39.05

Table B Casual Employees

Agreement Classifications	Start Rates Per Hour \$	1 July 2024 Per Hour \$	1 July 2025 Per Hour \$	1 July 2026 Per Hour \$	1 July 2027 Per Hour \$
Level 1	33.43	34.43	35.46	36.52	37.62
Level 2	34.02	35.04	36.09	37.18	38.29
Level 3	34.70	35.74	36.82	37.92	39.06
Level 4	36.99	38.10	39.24	40.42	41.63
Level 5	38.05	39.19	40.37	41.58	42.83
Level 6	39.12	40.30	41.50	42.75	44.03
Level 7	39.90	41.10	42.33	43.60	44.91
Level 8	41.15	42.39	43.66	44.97	46.32
Leading Hand	43.37	44.67	46.01	47.39	48.81

Table C Junior Apprentices

	Start Rates Per Hour \$	1 July 2024 Per Hour \$	1 July 2025 Per Hour \$	1 July 2026 Per Hour \$	1 July 2027 Per Hour \$
Stage 1	16.68	17.18	17.69	18.22	18.77
Stage 2	19.34	19.92	20.52	21.14	21.77
Stage 3	22.01	22.67	23.35	24.05	24.77
Stage 4	26.01	26.79	27.60	28.42	29.28

Table D Adult Apprentices

	Start Rates Per Hour \$	1 July 2024 Per Hour \$	1 July 2025 Per Hour \$	1 July 2026 Per Hour \$	1 July 2027 Per Hour \$
Stage 1	26.11	26.89	27.70	28.53	29.39
Stage 2	26.11	26.89	27.70	28.53	29.39
Stage 3	26.11	26.89	27.70	28.53	29.39
Stage 4	26.11	26.89	27.70	28.53	29.39