



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Dreampath Recruitment Pty Ltd
(AG2022/638)

DREAMPATH RECRUITMENT PTY LTD & THE AUSTRALIAN WORKERS' UNION AGREEMENT 2022

Building, metal and civil construction industries

COMMISSIONER MCKINNON

SYDNEY, 18 MARCH 2022

Application for approval of the Dreampath Recruitment Pty Ltd & The Australian Workers' Union Agreement 2022 – greenfields agreement.

- [1] Dreampath Recruitment Pty Ltd has applied for approval of a greenfields agreement known as the *Dreampath Recruitment Pty Ltd & The Australian Workers' Union Agreement 2022* (the Agreement).
- [2] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.
- [3] The Agreement is approved and will operate from 25 March 2022. The nominal expiry date of the Agreement is 28 February 2023.
- [4] The Agreement covers The Australian Workers' Union.



COMMISSIONER

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**Dreampath Recruitment Pty Ltd
&
The Australian Workers' Union Agreement
2022**

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PART I – APPLICATION AND OPERATION

1. TITLE

This Agreement shall be called the Dreampath Recruitment Pty Ltd & The Australian Workers' Union Agreement 2022("the Agreement").

2. DEFINITIONS

"Agreement" means Dreampath Recruitment Pty Ltd & The Australian Workers' Union Agreement 2022.

"Award" means the Building and Construction General On-site Award 2020 as amended from time to time.

"Base Rate" means an Employee's base rate of pay as prescribed in Appendix B.

"Building Code" means the Code for the Tendering and Performance of Building Work 2016.

"Casual top up labour" means casual Employees newly commencing on Site at the direction of a principal contractor (in the case of, for instance, an occupation).

"Commencement of Agreement" means the date the Agreement commences operation, as prescribed in clause 4 of this Agreement.

"Company" or Employer means Dreampath Recruitment Pty Ltd ABN 88 635 076 238.

"Construction Works" means all works related to the construction and commissioning of the Project, including any works incidental or ancillary that will ensure those works can be completed.

"Delegate" means an AWU Delegate

"DWG" means a Designated Work Group as defined in the Work Health and Safety Act 2011 (Cth).

"Employee Representative" means a person selected or elected by the Employee to assist/represent them during discussions/meetings with Company management.

"FW Act" means the Fair Work Act 2009 (Cth).

"FWC" means the Fair Work Commission.

"HSC" means Health and Safety Committee.

"HSR/ Health and Safety Representative" means a member of a designated work group elected to represent the designated work group on matter relating to occupational health and safety.

"Inclement Weather" means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature, very poor or hazardous air quality, or the like or any combination thereof).

"Offsite" means a place other than where building work is being performed

"Ordinary Hours" means the Ordinary Hours that the Employee is required to work which are 40 hours per week, 8 hours per day Monday to Friday (with 0.8 hours per day accruing for a paid Rostered Day Off)

"OHS Act" means the Occupational Health and Safety Act 2004 (Vic), or otherwise applicable OHS legislation.

"Parties" means Employees and the Company.

"Project" means building and construction works performed on a site or combination of sites:

"Project Value" including Total Project Value means the value of the Project (as defined above), comprising of:

- (i) Preliminary costs and profit margin;
- (ii) Trade packages (including supplier and subcontractor costs).
- (iii) Provisional sums;

"Serious Misconduct" as defined in the NES

"Site" means a construction site within the Project or stand alone.

"Union Delegate/Employee Representative" means any Employee duly elected or appointed by the Employees of the Company, to represent the Employees' interests when requested by the Employee/s to do so, in accordance with clause 10 of this Agreement, which may include a Union Delegate.

"Union" means The Australian Workers Union (AWU).

3. PARTIES BOUND

3.1. This Agreement covers each of the following:

- Dreampath (the Company).
- The Australian Workers Union (AWU) (the "Union"); and
- All persons employed by the Company who are engaged in classifications prescribed in this Agreement on the Project, and within the scope set out in clause 5 of the Agreement (the "Employees").

3.2. In this Agreement a reference to:

- "Party" or "Parties" means either, the Company, the Unions, and the Employees, as the context may require; and
- "Union" means The Australian Workers Union.

4. NOMINAL EXPIRY DATE

4.1. This Agreement shall commence operation 7 days after it is formally approved by the FWC (the "Commencement Date") and shall have a nominal expiry date of 28/02/2023.

4.2. This Agreement will remain in operation after the nominal expiry date until replaced by another Agreement or terminated in accordance with the provisions of the FW Act.

4.3. Six months before the nominal expiry date of the Agreement, the persons covered by the Agreement, including the AWU, agree to commence a review of the terms of this Agreement and commence bargaining to replace this Agreement.

5. APPLICATION/SCOPE

5.1. This Agreement shall apply to work performed by Employees of the Company who are engaged in the classifications set out in Appendix A of this Agreement in the State of Victoria.

5.2. The works on a Project that fall within the scope of this Agreement include the construction of roadworks, earthworks, bridges, structures, service relocations, associated buildings, urban design and structures, tunnels and traffic management.

5.3. The Building and Construction General On-site Award 2010 is wholly incorporated into this Agreement. Unless otherwise provided, an Award provision shall not apply where the subject matter of the provision is dealt with in this Agreement. This Agreement shall prevail over the Award to the extent that there is any inconsistency.

5.4. Any greenfields or project specific agreement made by the Company and which is

approved by the FWC, will cover the Company and any employees at that particular project/site to the exclusion of this Agreement.

Site Specific Payments

Where site specific allowances or other payments are made on a particular project or site, the Company will adopt those allowances and payments for the duration of that project or work at that site, provided that:

- Such allowances and payments will only apply while Employees are engaged on the project or site; and
- Such payments are provided for in an instrument registered, lodged, or otherwise approved under the Fair Work Act.
- This clause will not be used to reduce the allowances and payments of this Agreement in any way.

The Parties note specifically that the Agreement does not apply to:

- Management and supervisory personnel;
- Transportation or deliveries of material and or equipment to and from the Project;
- Commissioning and Operations;
- Engineers/technicians/surveyors;
- Tunnelling work;
- Clerical and administration personnel;
- Electrical or Mechanical tradesperson
- Projects with a value under \$5,000,000.

6. SECURITY OF EMPLOYMENT

- 6.1. The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, daily hire (and weekly hire for mechanical plant operators) employment is the preferred type of employment under this Agreement.
- 6.2. The Employer will take all measures to achieve employment security for the daily hire Employees (and weekly hire for mechanical plant Employees) of the Employer.
- 6.3. The Employer agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes Occupational Health & Safety and Equal Opportunity principles and practices in the workplace and appropriate representation of Employees should they so request. The Employer will ensure that its employment practices are consistent with the above principles and practices.
- 6.4. Supplementary labour
 - a) If the Employer wishes to engage supplementary labour to perform work performed by its Employees under this Agreement, the Employer must first consult in good faith with the affected Employees.
 - b) Following consultation and subject to this clause, the decision whether to engage supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the disputes settlement procedure under clause 12 of this Agreement. The Employer will ensure that all supplementary labour is engaged on lawful terms and conditions.

7. OBJECTIVES AND COMMITMENTS

The Parties to this Agreement recognise that the Company must achieve real and sustained performance improvements if the Project is to meet its goals and objectives. Such performance improvement is the shared goal of the Parties.

The fundamental objectives of this Agreement are to create a framework in which to achieve the following goals:

- Safe and healthy work sites;
- Productive work sites;
- A culture of continuous learning and improvement;
- Meeting and exceeding related completion objectives on time and within budget forecasts; and
- Environmental and cultural heritage awareness and compliance

The Parties agree to ensure that:

- The Company and its Employees work together constructively in the pursuit of an operation where people are flexible, willing to learn and contribute to their fullest;
- Employees perform work as requested, provided it is within their range of skills, competence, classification and authorisation;
- The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;
- The Agreement is consistent with the provisions of the FW Act;
- The Parties comply with their occupational health and safety obligations and productivity gains will not be achieved at the expense of health and safety standards; and
- The dispute settlement procedures in this Agreement are strictly adhered to.
- Employment should wherever possible be full time and on going.
- "The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this agreement, the NES will apply and the clause of the agreement will not apply, except to the extent that the clause of the agreement provides for a more beneficial outcome for employees than the NES."
- The Employer will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.

PART II - CONSULTATION, REPRESENTATION AND DISPUTES RESOLUTION

8. CONSULTATION BEFORE CHANGE AND TERMINATION

- 8.1. When the Company contemplates the introduction of major workplace change or terminations for economic, technological, structural or similar reasons, the Company must consult with employees prior to a decision to introduce such change or terminations.
- 8.2. The Company recognises that employees have a right to elect to be represented by their employee representative and/or Union in any consultation or dispute processes under this Agreement.
- 8.3. Nothing in this clause allows for the entry of Union officials to premises where building work is performed other than in compliance with Part 3-4 of the Fair Work Act 2009 (as amended) or under any other relevant legislation, such as workplace

health and safety legislation.

- 8.4. If the Company proposes to change regular rosters or ordinary hours of work, it must consult with any employees that the change may affect. The Company must:
- Promptly provide employees and the Union with information, in writing, about the change; and
 - Invite the employees and their nominated representatives to raise any matters they may have about the impact of the change. This includes any impact in relation to employees' family or caring responsibilities; and
 - Promptly and genuinely consider any matters raised by the employees and their nominated representatives about the impact of the change.

- 8.5. If the Company proposes to terminate the employment of any employee or employees, it must:
- Promptly provide employees and the Union with information, in writing, that includes the reasons for the proposed terminations, the number and categories of workers likely to be affected by the termination(s), the resultant impact of work allocation on remaining employees and the period over which the terminations are intended to be carried out; and
 - Give employees, as early as possible, an opportunity for consultation on measures to be taken to avert or minimise the terminations, and measures to be taken to mitigate the adverse effects of any terminations on the workers concerned. Employees may nominate a Union or other representative for the purposes of this consultation. The Company must give prompt and genuine (and when requested, written) consideration to matters raised by employees and their representatives.

If the Company proposes to introduce a major change, it must:

- Promptly provide employees and the Union with information, in writing, about the nature of the intended major change, the expected effects the major change may have on employees and measures to be taken to avert or mitigate the adverse effects of the change; and
- Give the employees, as early as possible, an opportunity for consultation on the method and timing of the change. Employees may nominate a Union or other representative for the purposes of this consultation. The Company must give prompt and genuine (and when requested, written) consideration to matters raised by employees and their representatives.

- 8.6. A major change is any change that is likely to have a significant effect on employees. Such changes include, but are not limited to, changes in production, organisation, work allocation, shift arrangements, technology or proposed employment of overseas workers on any temporary visa. Change including demobilisation of employees related to the customary completion and winding down of Project activities does not constitute major change.

- 8.7. Significant effects on employees include termination of employment, major changes in the composition, operation, or size of the workforce or skills required of employees, changes to the legal or operational structure of the Company (including changes to Company ownership or control), elimination or diminution of job opportunities (including changes in promotion opportunities or job tenure), alteration of hours of work, shift arrangements or income, the need to retrain employees, the need to relocate employees to another workplace, or the restructuring of jobs.

- 8.8. Before the implementation of any changes proposed by the Company, the Company must ensure that genuine and proper consultation with employees and their representatives has taken place, and must make a genuine effort to come an

agreement regarding the change with the majority of employees affected and their nominated representatives.

- 8.9. The Company must provide the relevant information in languages other than English for employees of non-English speaking backgrounds.
- 8.10. Any policies regarding drugs & alcohol, electronic surveillance, genetic testing or the use of internet/email, will be developed through consultation with employees and their nominated representatives.

9. LABOUR HIRE & CONTRACTOR PROTOCOL

- 9.1. Whilst the Company may contract work to independent contractors and engage labour hire for a variety of reasons, the Company acknowledges that in certain circumstances the use of contractors and labour hire may affect the job security of employees covered by this Agreement.
- 9.2. The Company acknowledges that it is not its intention to use contracting or labour hire to undermine the terms and conditions of this Agreement, and as such, commits to an open and consultative process with employees in the event that the Company deems labour hire or contractors necessary to meet operational requirements.
- 9.3. Where the Company intends to engage labour hire or contractors to perform work covered by this Agreement – being work that would ordinarily be undertaken by employees of the Company – the Company must follow this protocol.
- 9.4. The Company must first consult with employees. This consultation must take place during paid time as soon as practicable after the Company has deemed labour hire or contract work necessary, but at least 14 days prior to the contract being awarded or labour hire workers being engaged.
- 9.5. The purpose of this consultative process is to maintain a high level of communication between the Company and employees covered by this Agreement, and to provide employees with an opportunity to suggest to the Company methods, structures or practices that may assist the Company in reducing or removing its reliance on labour hire and contractors.
- 9.6. For the purposes of the consultation, the Company must inform the employees of:
 - The name of the proposed contractor/labour hire company;
 - The type of work proposed to be given to the contractor/labour hire company;
 - Why a contractor/labour hire has become necessary for the Company to meet operational requirements;
 - The number of persons that will be engaged as contractors or through labour hire and their equivalent classification if they were covered by this Agreement; and
 - The likely duration of the labour hire or the scope of the contract.
- 9.7. The Company must give prompt and genuine – and when requested, written – consideration to any reasonable concern or suggestion raised by any employee at this consultation.
- 9.8. The Company will give the employees 7 days after this initial consultation to prepare any further responses to the Company's proposal. The Company must also treat these further responses with prompt and genuine – and when requested, written – consideration.
- 9.9. The Company must make all reasonable enquiries into potential labour hire firms to ensure that any labour hire employees the Company may engage are employed in a manner consistent with Australian law. No person will be engaged by the Company

unless it is verified that they have the right to work in Australia.

- 9.10. The Company must ensure that all labour hire employees possess all relevant qualifications, tickets and experience to undertake the work that the Company requires to be completed by those labour hire employees.
- 9.11. Any person engaged by the Company to undertake contract work must be a genuine contractor. The Company must not contravene the sham arrangements provisions in Part 3- 1, Division 6 of the Fair Work Act.
- 9.12. Any contractor that is engaged by the Company must have all of the following:
- Its own Safe Work Method Statements and Occupational Health and Safety plans;
 - All appropriate and relevant registrations and licenses;
 - Current public liability insurance; and
 - Current worker's compensation insurance.
- 9.13. All employees of the contractor will be inducted under the contractor's company name and will have all appropriate and relevant registrations and licenses to undertake their respective work.
- 9.14. Where any person has reasonably alleged a sham contracting arrangement and it is unable to be resolved at a workplace level, any party may apply directly to the Fair Work Commission for conciliation and/or resolution. All parties will co-operate with the requests of the Fair Work Commission in resolving the matter. Any affected employee may appoint a representative in relation to these matters.
- 9.15. In this clause, "sham contracting" is where:
- (i) An employer employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the employer is a contract for services under which the individual performs, or would perform, work as an independent contractor;
 - (ii) An employer dismisses, or threatens to dismiss, an individual who is an employee of the employer and performs particular work for the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or
 - (iii) An employer employs, or has at any time employed, an individual to perform particular work makes a statement that the employer knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the employer.

9.16. **Anti-wage theft**

The Employer is committed to ensuring that all Employees are remunerated properly in accordance with this Agreement. Any failure to do so constitutes a breach of this Agreement. The Employer must not deliberately withhold wages, superannuation, or Employee entitlements, falsify employer records, or fail to keep employment records.

10. THE ROLE OF THE AWU AND AWU DELEGATES

- 10.1. All parties to this Agreement acknowledge that employees have the right and expectation of representation from genuine employee representatives in employment matters. The Company will not interfere in the selection of employee representatives.
- 10.2. The Company acknowledges that Union members employed by the Company have a right to be represented by their Union in any consultation or dispute resolution arrangements in this Agreement, and recognises:

- The role of the AWU and AWU delegates in representing Union members in employment matters and collective bargaining; and
 - The on-site AWU delegate is a point of contact for an employee who has an employment related grievance, or grievance, query or concern arising under the terms of this Agreement; and
 - That the AWU has a legitimate interest in ensuring that delegates can properly perform these representative functions, including by holding Union meetings in accordance with Part 3-4 of the FW Act or under any other relevant legislation, such as workplace health and safety legislation. Such meetings will be held free from interference.
- 10.3. For the removal of doubt, nothing in this clause grants an entitlement on any party to represent an employee without being appointed to do so by that employee.
- 10.4. The Company must not take any steps or adopt any policies or procedures that discourage employees from becoming financial members of the AWU or any other Union.
- 10.5. In order to assist the AWU delegate to effectively discharge his or her duties and responsibilities, the Company will grant AWU delegates reasonable paid time off work to:
- a) Discuss work-related matters of concern to any employee or to communicate information relating to the workplace to employees during working hours;
 - b) Attend industrial tribunals and/or courts where they have been requested to do so by an employee who they represent (which may include themselves) in a particular dispute in his or her workplace;
 - c) Assist and represent employees who have requested them to do so in respect of a dispute arising in his or her workplace, including by preparing, attending and participating in dispute resolution proceedings and collective bargaining meetings and proceedings;
 - d) Consult and confer with Officials of the AWU;
 - e) Consult with the Company including participating in any consultation process set out under this Agreement;
 - f) Participate in the operation of the AWU;
 - g) Be present at site induction meetings for the purpose of being introduced as the AWU delegate;
 - h) Attend relevant training;
 - i) Participate in any bargaining for an agreement to replace this Agreement; and
 - j) Attend AWU-authorized functions.
- 10.6. All employees will be entitled to meet with the AWU delegate on an as-needs basis.
- 10.7. At all other times the AWU delegate will perform productive work within his or her range of competence and qualifications as directed.
- 10.8. The Company will not subject the AWU delegate to any material disadvantage in his or her present or future employment opportunities due to them performing or having performed the role of a delegate.
- 10.9. The Company must notify an AWU delegate at least two weeks in advance if he or she is being terminated from employment or being transferred from a site or project. The Company cannot give payment in lieu of notice unless otherwise agreed between the AWU delegate and the Company.

- 10.10. The Company will provide a noticeboard in lunchroom facilities and another in a prominent location in the workplace that is accessible to all employees, and allow the AWU delegate to post notices and information on those noticeboards, provided that any material displayed complies with the law and the Building Code.
- 10.11. The Company may remove any material from these noticeboards if that material does not comply with the requirements of the Building Code.
- 10.12. If a dispute arises regarding the compliance of posted material with the Building Code requirements, the Dispute and Grievance Resolution Procedure in clause 12 of this Agreement will be followed.
- 10.13. The Company must provide the AWU delegate with reasonable access to:
- A telephone in a location capable of providing privacy or a mobile phone; Photocopying facilities and stationery;
 - A computer, internet, and email; A table and chairs; and
 - A lockable filing cabinet.
- 10.14. Nothing in this clause requires the Company to supply the AWU delegate with dedicated office space to perform his or her duties as a delegate.
- 10.15. The Company will respect the privacy of the delegate's use of the facilities and will not monitor the delegate's communications when using those facilities.
- 10.16. Should a night- or afternoon-shift employee be elected an AWU site delegate, the employee may request to be transferred to day-shift for the duration or part duration of their term as AWU delegate. The Company will not unreasonably refuse this request. If the delegate has been requested to change to day shift by the employer, there will be no loss of penalties for the delegate.
- 10.17. An Official of the AWU may enter a site where building work is being performed for a purpose for which a Right of Entry exists under Part 3-4 of the Fair Work Act 2009 or under any other relevant legislation, such as workplace health and safety legislation. The Company must not hinder or obstruct the Official.

11. TRAINING FOR EMPLOYEE REPRESENTATIVES AND AWU DELEGATES

- 11.1. Each employee representative and AWU delegate, upon application in writing, will be granted up to 10 days leave with pay each calendar year, non-cumulative, to attend courses conducted by an employee organisation or a training provider that are designed to provide skills and competencies that will assist the employee representative or AWU delegate to perform his or her functions effectively, including contributing to the prompt resolution of disputes and/or grievances in the workplace. Where a delegate or employee representative requests to be trained in mental health first aid the company will pay all costs associated with the training
- 11.2. The application to the Company must be in writing, and include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training. The granting of leave pursuant to this clause will be subject to the Company being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Company will not use this subclause to avoid an obligation under this clause.
- 11.3. Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement. Each employee on leave approved in accordance with this clause will be paid as if they had worked their normal rostered shift. For the purpose of this subclause, 'ordinary time earnings' for an employee means the classification rate, over-award payment, and superannuation that otherwise would have been payable.
- 11.4. All expenses, such as travel, accommodation and meals, reasonably associated with

or incurred by the employee attending a training course as provided with this clause shall be the responsibility of the employer, only so far as the course is located within the bounds of Victoria and evidence of the expenditure is provided to the Company.

- 11.5. An employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave. An employee granted leave pursuant to this clause, will, upon request, inform the Company of the nature of the course attended and his or her observations regarding the course.
- 11.6. Only in circumstances where the Company is a principal contractor on a project, it will provide accredited training for staff and employee representatives to recognise impaired performance resulting from drug and alcohol abuse, and to handle the resulting worker relations issues. The worker's representatives shall be called a D&A Impairment Officer.

12. DISPUTE RESOLUTION PROCEDURE

- 12.1. Any dispute pertaining to the relationship between the Company and an employee or employees, between the Company and the AWU, and regarding any part of this Agreement will be resolved according to the procedure outlined below.

The types of disputes covered by the following procedure includes, but is not limited to:

- Whether a workplace right has been breached;
- Deductions from wages;
- The operation of this Agreement; and
- The National Employment Standards, including provisions relating to flexible working arrangements and extending the period of unpaid parental leave.

- 12.2. AWU members are entitled to be represented by the AWU or any other representative of his or her choosing at every stage of this process if they so choose. Employees who are not AWU members may also choose to be represented by the AWU or another representative of his or her own choosing.
- 12.3. An employee may nominate an AWU Official as his or her representative for any stage of this procedure. If an employee nominates an AWU Official as his or her representative, the steps in this procedure must take place at premises other than where building work is performed ("off-site").
- 12.4. The off-site meetings and/or discussions will be scheduled during the ordinary working hours of the relevant employee(s). If a number of employees are parties to the dispute and their ordinary working hours vary, the meetings and/or discussions will be scheduled during the ordinary working hours of the majority of these employees.
- 12.5. The Company will determine the location of the off-site meetings and/or discussions. However, the location must be convenient to all parties, and within a short distance of the employees' usual place of work. If the off-site meetings and/or discussions are to take place at a location further than 2 kilometres from the employees' usual place of work, the Company will provide transport to the off-site location for the employee(s) at the Company's expense.
- 12.6. The Company must release all employees relevant to the dispute or grievance including the AWU delegate or other employee representative without loss of pay to attend any off-site discussions and/or meetings as required by this procedure.
- 12.7. The Company will do all that is reasonable to ensure that all disputes and grievances under this Agreement are resolved in a timely manner.
- 12.8. The employee or employees concerned with the dispute must initially meet and address the dispute or grievance with their immediate supervisor. The employee or

employees may appoint a representative such as an AWU delegate or other employee representative to be present at the meeting with their supervisor, or to meet with their supervisor on their behalf.

- 12.9. If the matter is not resolved after meeting with an immediate supervisor, the employee or employees and/or their representative(s) will arrange further discussions with more senior management as appropriate.
- 12.10. If the matter cannot be resolved directly between the parties to the dispute, or if it is not practicable for the above steps to be completed due to the urgency of the dispute, any party to the dispute or their representative may refer the matter to the Fair Work Commission for resolution. Conciliation must be attempted before arbitration.
- 12.11. Any arbitrated decision of the Fair Work Commission, whether interim or final, will be:
 - Consistent with the Code for the Tendering and Performance of Building Work 2016; and
 - Binding on both parties.
- 12.12. Where a dispute is referred to the Fair Work Commission, any employee affected by that dispute including the AWU delegate or other employee representative must be granted reasonable paid leave for the purposes of attending any relevant conference or hearing.
- 12.13. At any stage during this procedure, an Official from the AWU may hold discussions with employees regarding the dispute. If entering premises where building work is being performed, the Official must comply with Part 3-4 of the Fair Work Act 2009 or any other relevant legislation, such as health and safety legislation. The Company must not hinder or prevent the entry of the AWU Official.
- 12.14. To ensure the proper application of this process and to maintain workplace harmony, until a dispute is resolved according to this procedure, the status quo antes before the dispute will prevail unless the employee or his or her representative has a reasonable concern about a risk to the employee's health or safety.
- 12.15. In order to remove doubt, if the dispute concerns a change at work or a change in conditions, the status quo antes represents the position before the implementation of the change.

PART III - SAFETY

13. GENERAL SAFETY MATTERS

- 13.1. The Victorian Occupational Health and Safety Act 2004 ("OH&S Act") and the Rail Safety National Law Application Act 2013 and Rail Safety National Law National Regulations 2012 and/or any update at a State or Federal level, will apply to the Project. Where an activity or procedure for which there is no technical regulation is to proceed, reference will be made to the appropriate Australian Standard.
- 13.2. Site Safety Consultative Mechanisms
It is the intention of the parties that the Project will have a work group for the purposes of applicable OHS legislation

The work group will elect a Health and Safety Representative in accordance with applicable OHS legislation.
- 13.3. Procedure for resolving issues
As soon as possible after an issue has been reported, the Employer's safety

supervisor or another management representative and the health and safety representative must meet and try to resolve the issue. The resolution of the relevant issue must take into account any of the following factors that may be relevant-

- a) Whether the hazard or risk can be isolated
- b) The number and location of Employees affected by it;
- c) Whether appropriate temporary measures are possible or desirable;
- d) Whether environmental monitoring is desirable;
- e) The time that may elapse before the hazard or risk is permanently corrected;
- f) Who is responsible for performing and overseeing the removal of the hazard or risk

If any party involved in the resolution of the issue requests, the details of the issue and all matters relating to its resolution must be set out in writing by the Employer to the satisfaction of all parties.

As soon possible after the resolution of an issue, details of the agreement must be brought to the attention of affected Employees in an appropriate manner.

- 13.4. The Health and Safety Representative will be allowed appropriate paid time during working hours to attend any training that will assist them in their role, attend to legitimate job matters directly affecting the Employees he/she represents provided that the Health and Safety Representative first notifies their manager or supervisor. At all other times the Health and Safety Representative will perform productive work within his or her range of competence and qualifications as directed by the Company. The role of Health and Safety Representative is not a full time role. Where a HRS requests to be trained in mental health first aid the company will pay all costs associated with the training.

- 13.5. Direction to cease work

If-

- a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of an Employer; and
- b) the issue concerns work which involves an immediate threat to the health or safety of any person; and
- c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in Clause 13.3

the Employer or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

14. SAFETY COMMITTEE

- 14.1. A Health and Safety Committee will be established on the Project in accordance with applicable OHS legislation;
- 14.2. The Health and Safety Committee shall include the Company's nominated Health and Safety Supervisor and the applicable Health and Safety Representatives for the Project;
- 14.3. The Health and Safety Committee shall meet as necessary to provide an overview of safety on the Project, and assist in the promotion of a safe working environment on the Project site. The Health and Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items; and if a safety dispute arises which cannot be resolved by the Health and Safety Committee, the dispute may be resolved with the assistance of the applicable Regulator.

PART IV - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

15. PROBATIONARY PERIOD

The first three (3) months of employment of an employee shall be on a probationary basis during which the employment may be terminated by either party upon one (1) week's notice, or payment of one (1) week's wages in lieu of notice by the Company. No termination should be unlawful.

Regular feedback will be provided during the probationary period.

Prior to an employee's employment being terminated under this clause, the employee will be provided with at least one written warning that unless their behaviour or conduct improves, they are at risk of their employment being terminated as a result of failing to satisfactorily complete the probationary period.

16. CONTRACT OF EMPLOYMENT

Employees may be employed on a full-time, part time, or casual basis. All employees will be required to attend a site or project induction prior to starting work. All inductions will be paid.

17. CASUAL EMPLOYEE

- 17.1. A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for casual employment, they will be informed in writing that they are to be employed as a casual, the job to be performed, the classification level and their pay rate.
- 17.2. A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal / sick leave, paid compassionate leave, and pay for public holidays not worked.
- 17.3. On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of eight hours work plus the relevant fares and travel allowance.
- 17.4. A casual employee for working ordinary hours shall be paid an additional 25 percent of the hourly rate prescribed in this Agreement for the employees' classification. For a casual Employee required to work overtime or on a weekend or shift they will be paid 225% and 275% for working public holidays. Termination of all casual Employees shall require eight hours' notice by the employer, or the payment of eight hours pay.
- 17.5. A casual employee who has been engaged by the employer on a regular and systematic basis for a period of 6 weeks is eligible to request conversion to full-time or part-time employment.
- 17.6. Any request for conversion to part-time or full-time employment made by the casual employee must be in writing.
- 17.7. The Company will provide a written response to the casual employee's request within 14 days, and if that response is a refusal, the reasons for the refusal will be stated.
- 17.8. If the Company refuses an eligible casual employee's request for conversion to full-time or part-time employment, the casual loading payable to that employee for all ordinary hours will increase to 75% of the hourly rate prescribed in this agreement for the work performed. This loading will constitute part of the casual employee's all-purpose rate.
- 17.9. If the casual employee elects to convert to part-time employment and this request is granted, the employee and employer must try and reach agreement regarding hours of work.

- 17.10. If a casual employee chooses not to exercise his or her entitlement to request conversion to full-time or part-time employment, the employment relationship will proceed on a casual basis and the casual loading will remain at 25%.
- 17.11. A casual employee can request the process in this clause at any stage of their employment after completing 6 weeks of service.
- 17.12. Where there is a dispute regarding the conversion of employment, including the refusal of a request for conversion, parties will adhere to the dispute settlement procedure outlined in clause 12 of this Agreement.

18. COUNSELLING AND DISCIPLINARY PROCEDURE

- 18.1. The procedures for investigating and dealing with alleged under-performance and misconduct set out below will be applied in an even-handed, fair and transparent way. The process will give employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour.
- 18.2. AWU members are entitled to be represented by the AWU or any other representative of his or her choosing at every stage of any disciplinary process if they so choose. Employees who are not AWU members may also choose to be represented by the AWU or another representative of his or her own choosing. The representative will be entitled to speak on the employee's behalf during any discussions or meetings.
- 18.3. An employee may nominate an AWU Official as his or her representative at any stage of any disciplinary process in which he or she is involved. If an employee nominates an AWU Official as his or her representative for a disciplinary process, the steps in that disciplinary procedure must take place at premises other than where building work is performed ("off-site").
- 18.4. The off-site meetings and/or discussions will be scheduled during the ordinary working hours of the relevant employee(s). If a number of employees are parties to the disciplinary process and their ordinary working hours vary, the meetings and/or discussions will be scheduled during the ordinary working hours of the majority of these employees.
- 18.5. The Company will determine the location of the off-site meetings and/or discussions. However, the location must be convenient to the employee(s) involved, such as within a short distance of the employees' usual place of work. If the off-site meetings and/or discussions are to take place at a location further than 2 kilometres from site, the Company will provide transport to the off-site location for the employee(s) at the Company's expense.
- 18.6. The Company must release all employees relevant to the disciplinary procedure including the AWU delegate or other employee representative without loss of pay to attend any off-site discussions and/or meetings as required.
- 18.7. If an allegation of under-performance or misconduct is made against an employee, an agreed independent investigator shall investigate the allegation.
- 18.8. An employee will be granted a proper opportunity to respond to any allegations. To that end:
 - a) The employee will be provided copies of any material that the Company or investigator will take into account when deciding whether the allegation is made out, and be given an opportunity to comment on that material;
 - b) The employee will be allowed to gather evidence in relation to the allegation;
 - c) All allegations must be put in writing to the employee;
 - d) The employee and/or their representative will have unfettered access to any person

who may be a witness or able to provide evidence. The employee and/or their representative must act lawfully in exercising this access at all times.

- 18.9. If the allegation is made out, the Company will:
- a) Explain clearly the standards that the employee is expected to meet in future; and
 - b) Explain what assistance will be provided to the employee to assist the employee to reach those standards;
 - c) Explain the reasonable timeframe in which those standards are to be achieved.
- 18.10. If disciplinary action is deemed necessary, it will be applied in accordance with the following steps:
- Step 1: Formal verbal counselling
 - Step 2: Formal warning
 - Step 3: Final written warning
 - Step 4: Termination of employment
- 18.11. The Company will not progress to a subsequent step in the disciplinary process if the subject matter of the counselling/warning is different to any prior disciplinary process undertaken.
- 18.12. However, the Company may proceed directly to termination where there is serious and willful misconduct.
- 18.13. Warnings will expire after 12 months.
- 18.14. Confidential written records of the process will be made. The employee will be shown the written records and will have the opportunity of commenting on the contents of the record, either in writing or orally as the employee chooses. The record will not be left on the employee's file unless the employee has been given the opportunity to respond to the record.
- 18.15. At all times where any record of any meeting with the employee is made, the record must be put in writing to the employee for the purposes of verifying accuracy before the document is finalised.
- 18.16. In the event that the employee does not agree with the accuracy of the document, the document will be amended to reflect the true state of affairs.
- 18.17. Once the document is finalised, the employee(s) and his or her representative will be provided with a copy of that document.

19. TERMINATION BY WAY OF REDUNDANCY

- 19.1. An employee is made redundant if the employee's employment is terminated:
- Because the Company no longer requires the job done by the employee to be done by anyone; or
 - Because of the insolvency or bankruptcy of the Company.
 - As a first step, the Company will encourage voluntary redundancies.
- 19.2. Prior to any redundancies taking place, the Company will notify the Union and any employees that may be affected by the redundancies and commence discussions with the employees and the Union as early as possible.
- 19.3. For the purposes of this discussion, as soon as practicable the Company will provide in writing to the Union and all employees that may be affected all relevant information about the proposed redundancies including the reasons for the proposed redundancies, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the redundancies are likely to be carried out.

- 19.4. The Company will ensure that the selection of employees will be done in a manner that is both fair to employees and satisfies the Company's operational requirements. The Company will take into account issues such as, but not limited to, skills and ability, diligence, experience, length of service with the Company and anticipated skills and future labour requirements of employees when determining redundancies.
- 19.5. The Company will consult and advise employees in respect of what criteria are used to determine redundancies prior to making employees redundant.
- 19.6. Where there is a dispute regarding redundancy, including the need for redundancies, parties will adhere to the dispute settlement procedure outlined in clause 12 of this Agreement.

20. NOTICE OF TERMINATION

- 20.1. The Company will give the following notice when terminating an Employee (excluding casual Employees):

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

- 20.2. In addition to the above notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service shall be entitled to an additional week's notice, when their employment is terminated by the Company.
- 20.3. The Company at its discretion may give payment in lieu of notice, or part notice and part payment in lieu. The payment in lieu of notice shall equal the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee.
- 20.4. If the Employee fails to give the notice required by clause 20, or gives or is given notice but leaves before the end of the notice period, they shall not be paid for time not worked.
- 20.5. Notwithstanding the notice provisions of this clause, the Company retains the right to dismiss an Employee without notice for serious misconduct, in which case the Employee shall only be entitled to be paid for the time worked up to dismissal. In this subclause, serious misconduct is;
- a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
 - 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 employer's business.
- 20.6. The Company at its discretion may suspend an Employee with pay and require the Employee not to attend for work for a period determined by the Company while an investigation is being conducted.
- 20.7. Additional Provisions
- Upon termination of employment, the Employer shall pay each terminated Employee all accrued entitlements and other wages owing and provide a separation certificate within 2 business days of termination, unless otherwise agreed in writing between the Employer and Employee, or the Employee shall be entitled to claim payment for all time beyond the two working days, up to a maximum of 8 hours per day, including Saturday and Sunday, until the entitlements

are paid.

20.8. Termination prior to a Public Holiday

If the Employer terminates the employment of an Employee, the Employer will pay the Employee a day's ordinary wages for each public holiday prescribed in this Agreement which falls within 10 consecutive calendar days after the date the Employee's employment is terminated. For clarity, day one is the day after the Employee's employment was terminated.

Where 2 or more of the public holidays fall within a 7 day span, such public holidays shall be a 'group' of public holidays. If the first day of the group of public holidays falls within 10 consecutive calendar days after the date the Employee's employment is terminated, the whole group shall be deemed to fall within the 10 consecutive days, and the Employee will be paid a day's ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Year's Day (or days in lieu thereof) shall be regarded as a group.

21. TERMINATION BY THE EMPLOYEE

A Permanent Employee is required to give one week of notice of termination to the Company.

22. ABANDONMENT OF EMPLOYMENT

22.1. Employees have a responsibility to notify the Company of any absences from work.

22.2. If an Employee is absent without notification, the Company will make a genuine effort to contact the Employee by more than one method. If the Company is able to contact the Employee, the Company will require the Employee to provide substantive justification for their absence. The Company reserves the right to take disciplinary action in accordance with clause 18 where this explanation is not satisfactory.

22.3. If the Employee has not contacted the Company after five (5) working days of his or her last attendance for work or last explained absence, the Employee will be deemed to have abandoned their employment. In such a circumstance the Company may then determine if it will terminate the employee for this reason. If the Company decides to terminate the employee, the date of the employee's termination must not be before the Company gives the employee notice of such termination. The company will provide notice in accordance with clause 20.

22.4. Termination under this clause will be reviewed in circumstances where an Employee provides satisfactory evidence that she/he was prevented from attending work for legitimate reasons, within 14 days from the date of the termination.

23. REDUNDANCY

23.1. The Company will contribute an amount in line with the table below for all employees covered by this Agreement, to an Approved Worker Entitlement Fund. The weekly contributions will be increased annually from 1 October each year, as follows:

Operative Date	Rate for CW
On commencement of Agreement	\$105 per week
1 October 2021	\$125 per week
1 October 2022	\$145 per week
1 October 2023	\$165 per week

23.2. The fund utilised for the life of this Agreement will be Protect. The Company may change to another Approved Worker Entitlement Fund, that operates at arms-length from the Company, if agreed by the employees in line with clause 23.7. If such a

change occurs, all references to Protect in this Agreement are to be read as the new fund.

- 23.3. The Company shall pay contributions to Protect on behalf of each employee including casual employees on a weekly basis. Contributions will be required during all authorised absences. A casual employee will receive a pro rata payment (20% of weekly rate per day worked) for days worked.
- 23.4. Contributions to Protect are intended to satisfy the Company's redundancy obligations under the Agreement and the NES. If the total amount paid by the Company to Protect during the relevant employment period is less than the employee's NES redundancy entitlement, the Company will pay the difference between the two amounts, directly to the employee on termination.
- 23.5. An authorised representative of Protect may attend the workplace where the Company's employees are engaged for the purposes of explaining to employees the benefits available to them, and to answer any questions that employees may have about the Protect Severance Fund arrangements.
- 23.6. The Parties accept that, due to the nature of work on the Project, redundancies will occur during the life of this Agreement. Employees will be employed for various periods or tasks that relate to the construction program and their employment will end when those periods or tasks conclude. Throughout the course of the Project it is expected that there will be significant changes to the construction program, and these changes will impact the periods and tasks upon which Employees are employed.
- 23.7. During the life of this Agreement, the Company will be able to change to another compliant industry redundancy fund - that operates at arm's length from the Company if agreed. All references to Protect in this agreement will be read as the new fund. Affected employees will be consulted and agreement will be reached by a majority of affected employees about any such change prior to it being implemented.
- 23.8. Experience or skills held including the seniority of employees within classifications will be considered by the employer in selecting employees for retrenchment. Voluntary terminations will be encouraged as a first step.
- 23.9. All relevant legislation governing unfair dismissal, discrimination, etc. will be observed.
- 23.10. Where the Company has given notice of termination of employment to an Employee in accordance with clause 20, an Employee shall be allowed time off up to one (1) day per week during the notice period without loss of ordinary time pay for the purpose of seeking other employment.

24. SEVERABILITY

- 24.1. It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.
- 24.2. The severance of any term of this Agreement that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act, shall not be taken to affect the binding force and effect of the remainder of this Agreement.
- 24.3. To the extent it is possible, all terms of this Agreement should be interpreted in a manner that would make them permitted matters.

25. STANDING DOWN OF EMPLOYEES

- 25.1. The right of the Company to stand down an Employee shall be in accordance with section 524 of the FW Act.
- 25.2. Provided that, prior to any stand down of an Employee or group of Employees, the

Employer will first consult with affected Employees and take reasonable steps to explore possible options for works to continue.

- 25.3. An Employee will be provided with at least two weeks' notice prior to any stand down taking effect.

PART V - RATES AND ALLOWANCES

26. CLASSIFICATION STRUCTURE

- 26.1. All Employees covered by this Agreement shall be classified according to the skill based classification structure in Appendix A.

27. WAGE INCREASES

- 27.1. An Employee's Base Rate of pay will be increased in accordance with Appendix B of this Agreement.

28. WAGE SCHEDULE

Base Rates in Appendix B of this Agreement shall apply.

29. BASE RATES INCLUSIVE

The Base Rates are inclusive of all entitlements except as specifically listed elsewhere in this Agreement.

30. HIGHER DUTIES

An Employee engaged for more than 2 hours on duties carrying a higher Base Rate than their ordinary classification shall be paid the higher Base Rate for such day or shift. If so engaged for less than 2 hours they shall be paid the higher Base Rate for the time so worked.

31. APPRENTICE RATES

Apprentices will be paid at the following percentage of a qualified CW3 Tradesman's Base Rate:

- a) First Year 75;
- b) Second Year 85%;
- c) Third Year 90%; and
- d) Fourth Year 95%.

32. DAILY FARES AND TRAVELLING ALLOWANCE

- 32.1. A Daily Fares and Travelling Allowance payment per day shall be made for each day or part day worked (including RDO's but not other non-working days). This payment shall in no way limit or be construed as a payment in substitution for any other entitlement arising under the award.
- 32.2. Where applicable, payment shall be as follows:
First pay period on or after 1 March 2021: \$47.27
- 32.3. For the life of this Agreement fares and travel allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter effective as of the 1st March from 2021 onwards, rounded to the nearest 5 cents.
- 32.4. The cost of City Link tolls or similar will be reimbursed to an Employee who is required by the Company to use their own vehicle during working hours, but not for travel to and from work.

33. TRAVEL FOR PROJECT PURPOSE

- 33.1. Where an Employee is required or requested to use their own vehicle for work purposes during work time, a payment of 75 cents per kilometre shall be payable. The amount of kilometres to be travelled is to be approved by the Employee's supervisor before travel commences and must be noted on the Employee's weekly timesheet. Payment for kilometres will not be paid to Employees for normal travel to and from work.

34. SITE ALLOWANCE

A Site Allowance shall be paid at the appropriate rate for all paid ordinary and overtime hours, to compensate for all special factors and/or disabilities on a project and in lieu of the following Award special rates - confined space, wet work, dirty work, second-hand timber and fumes. Award special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with the Award conditions. Site allowance and Award special rates are part of Ordinary Time Earnings as defined in the Agreement. All new projects with a project value under \$227m within 7 kilometers of the GPO in Melbourne will receive a site allowance no less than \$4.35 per hour worked.

This table refers to October 1 2020	
Project value \$ Million	Site allowance \$ p/h
Above \$5 m but less than \$30 m	\$2.50 per hour
\$30 m but less than \$50 m	\$3.00 per hour
\$50 m but less than \$100 m	\$3.50 per hour
\$100 m but less than \$250 m	\$4.00 per hour
\$250 m but less than \$400 m	\$4.50 per hour
\$400 m but less than \$1 bill	\$5.00 per hour
\$1 bill but less than \$2 bill	\$6.00 per hour
\$2 bill but less than \$3 bill	\$6.50 per hour
\$3 bill but less than \$4 bill	\$7.00 per hour

- 34.1. The Site Allowance values and project values in this Clause shall be adjusted by CPI (All Groups, Melbourne), effective from 1 October 2021 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year. For projects above \$1798.7 million there shall be an increment of 10 cents per additional \$100m or part thereof. For projects that started prior to the commencement of this Agreement the site allowance shall be calculated as follows: Project value shall be taken from the start of the project plus the appropriate CPI added for each year the project has been running.
- 34.2. Any Site Allowance which is in place at the time of this Agreement commencing, and which provides a higher site allowance than that set out in this clause, will continue to apply until such time as that rate rises above the applicable rates in this clause at which point the higher will apply.
- 34.3. The Project value shall be adjusted up to the nearest \$100,000 and Site Allowance to the nearest 5 cents.

34.4. Demolition work

Where Employees covered by this Agreement are employed in connection with and on work with Employees of demolition contractors on major demolition works they shall be paid \$7.05 per hour in lieu of the relevant Site Allowance.

35. FIRST AID ALLOWANCE

- 35.1. The Company will pay each Company nominated and approved Employee Level 2 or Level 3 First Aider for each day worked as per the table below.
- 35.2. A Level 2 First Aider is an Employee who holds the minimum qualifications from the St Johns Ambulance Association or similar body. A Level 3 First Aider is an Employee who holds a higher first aid certificate from the St Johns Ambulance Association or similar body.
- 35.3. The first aid allowance will be paid as a flat daily allowance and does not attract loadings or penalties.
- 35.4. An Employee nominated and approved as a First Aider under this clause will perform first aid duties in addition to their normal work duties.
- 35.5. Where applicable, first aid allowance payment shall be as follows:

First Aid Allowance	Level 2	Level 3
1 March 2021	\$5.57	\$6.36
1 March 2022	\$5.79	\$6.63

36. LEADING HAND ALLOWANCE

- 36.1. A Leading Hand means any Employee who is appointed by the Company, with the specific responsibility of directing and/or supervising the work of other Employees. Leading Hands will be appointed in writing by the Company.
- 36.2. The leading hand allowance will be paid as a weekly flat allowance as follows. This is a flat weekly allowance and does not attract any loadings or penalties. The rate will increase by CPI on March 1 each year. The rates from March 2021 are:

2 to 5 direct reports	\$50.05
6 to 10 direct reports	\$61.44
10+ direct reports	\$79.64

37. IN CHARGE OF PLANT ALLOWANCE

An additional amount of \$30.90 per week will be paid when an Employee is directed to perform general repair work on plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work.

38. LIVING AWAY FROM HOME ALLOWANCE ('LAFHA')

- 38.1. The eligibility of an Employee for living away from home entitlements whilst employed on the Project will be determined by the Employee's declared place of residence on their application for employment. The declared place of residence on the application for employment will be considered to be the Employee's place of residence for the duration of their employment on the Project for the purpose of this clause.
- 38.2. An Employee will not be eligible for LAFHA whilst employed on the Project, or permitted to commence work on the Project, unless they have made a declaration as to their place of residence and provided this declaration to the Company prior to engagement on the Project.
- 38.3. To be eligible for LAFHA the Employee must maintain a normal place of residence

greater than 100 kilometres distance from where they report to work on the Project. The Employee may be required to provide proof of this and provide a signed statutory declaration to the Company.

- 38.4. When an Employee is eligible for LAFHA, the Company will pay an allowance of \$785 per 7 day week in full recompense for all costs incurred. For broken parts of the week, the Company will pay \$155 per day.
- 38.5. An Employee, whose declared residence is within 100 kms of the Project will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.
- 38.6. An Employee whose normal place of residence is outside the aforementioned criteria to the Project, but who declared when applying for employment on the Project to be considered for employment as though they do not live outside the area, will not be eligible for LAFHA and/or excess fares and travel entitlements.
- 38.7. LAFHA will not be included in the calculation of any other entitlement under this Agreement.

39. INCOME PROTECTION INSURANCE

- 39.1. The Employer will provide 24-hour Sickness and Accident Insurance and Workers Compensation Top Up Insurance for all Employees up to 70 years of age covered by this Agreement. This will be provided by the Employer at no cost to Employees.
- 39.2. The Employer will appoint Chifley Services as broker to source the agreed policy. The cost to the employer will not exceed the Employer Weekly Payment in accordance with the table below for permanent employees, or 1.2% of a casual's weekly wage of a CW3 (but otherwise capped in accordance with the table below).

Date	Employer Weekly Payment
1 October 2021	\$29.00
1 October 2022	\$30.50
1 October 2023	\$31.50

- 39.3. The Insurance Policy will provide benefits as per the terms and conditions of the Policy Document, but as a minimum must include the following with a fourteen-day waiting period.
- 39.4. 85% of income up to a maximum of (\$2,500) per week with a (14) day waiting period, for up to 104 weeks or the end of contract plus 90 days, whichever comes first.
- 39.5. For the purposes of the insurances in this clause, 'income' is to include overtime payments, shift penalties and other allowances or loadings ordinarily received by the Employee.
- 39.6. An Employee must, upon request, be provided with a copy of the relevant policy document within 7 days.
- 39.7. It is agreed that the employer and the employee will make all reasonable efforts to ensure that the employee returns to work as soon as practicable. Where possible and agreed to by the employee's health practitioner, the employee will return to work on modified duties in consultation with the Occupational Health and Safety Representative.
- 39.8. Where the Employer fails to pay for the agreed policy, the Employer will be liable for all costs related to the claim.

40. ACCIDENT MAKE UP PAY

The employer will pay an employee accident pay to 100% of pre injury average weekly earnings where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.

The employer shall pay accident pay as defined in this clause, during the incapacity of their employee/s arising from any one work-related injury, for a total of one hundred and four (104) weeks - irrespective of whether such incapacity is in one continuous period or not.

The provisions of this Clause will not result in any 'double dipping' in respect to benefits payable to an employee.

The liability of the employer to pay accident pay in accordance with this Clause will arise as at the date of the injury or accident in respect of which compensation is payable under the said relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.

41. PAYMENT OF WAGES

All wages, allowances and other monies may be paid by electronic funds transfer on a weekly basis which an Employee may request be split between up to two accounts. Employees are required to nominate the account(s) at a bank or other financial institution at the time of engagement.

Bank transfers will be made by no later than midday on Thursday of each week.

The Company will, on the written authority of an employee, make deductions from the employee's wages as directed by that employee.

42. WAGE PAYMENT DETAILS

The following particulars of details of payment to each Employee must be included on the Employees' work statement/payslip and issued to employees within 2 days of payment:

- Name of the employing Employer;
- Business name, Legal name, trading name ABN/ACN;
- Name of Employee;
- Employee's classification;
- Date of payment and period covered by work statement/ payslip;
- Details of the number of ordinary hours worked;
- Details of the number of overtime hours worked;
- The ordinary hourly rate and the amount paid at that rate;
- The overtime hourly rates and the amounts paid at those rates;
- The gross wages paid;
- The net wages paid;
- Details of any deductions made from the wages;
- Details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave etc.;
- Details of the Employer's Protect and CBUS/superannuation contributions, including when the contribution was made and the amount, and, details of

Employee contributions, including when the contribution was made and the amount.

43. SUPERANNUATION

- 43.1. The employer will make superannuation contributions based on the amounts prescribed in the table below, or the superannuation guarantee charge, whichever is the greater into CBUS or another complying MySuper fund nominated by the employee. CBUS shall be the default fund in the event an Employee fails to nominate another complying MySuper fund.

On commencement of Agreement	\$250
First full pay period on or after 1 July 2022	\$265
First full pay period on or after 1 July 2023	\$280

- 43.2. Contributions for part-time and casual employees working less than 36 ordinary hours in a week will be paid on a pro rata basis.
- 43.3. The Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements into a superannuation fund of the Employee's choosing provided that:
- (i) The arrangement complies with relevant legislation and Company policy as amended from time to time;
 - (ii) The Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
 - (iii) The superannuation fund is a complying superannuation fund; and
 - (iv) The amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
- 43.4. Subject to the governing rules of the relevant superannuation fund, the Company will make the superannuation contributions provided for in Clause 43.1 in the following circumstances:
- (i). While the Employee is on any form of paid leave;
 - (ii). For the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
 - a. the Employee is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
 - b. the Employee remains employed by the Company.

44. INCLEMENT WEATHER

The intent of the Parties is for disruption of work on the Project to be minimised during periods of inclement weather, provided it is safe and reasonable for work to continue. In any situation where inclement weather affects, or is likely to affect, the safe performance of work, the affected Employees and the Company shall consult on and seek the best method of completing work safely. To be clear all outside work will cease unless the employees and the company agree that it is safe to continue.

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

If lightning strikes occur within ten kilometres of the worksite. Employees will remain in the work sheds for thirty minutes from the last lightning strike.

HOT WEATHER GUIDELINES

- 44.1. Under this Agreement, temperature of or above 35°C shall be defined as constituting 'inclement weather'.
- 44.2. When it is expected that the temperature will be 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of work.
- 44.3. As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of a formal OH&S procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.

TEMPERATURE MEASUREMENT

- 44.4. When the temperature reaches 35°C as reported at the closest automatic Bureau of Meteorological Weather Station all outside work will cease and workers may leave the site once critical works are complete. As the temperature approaches this level the supervisor will plan the work, where practical, to avoid lengthy periods of critical work completion.
- 44.5. Employees who are required to commence work at or after the end of the ordinary day work hours and when the temperature is at or over 35°C may be required to remain on site in air conditioned amenities for a minimum two hours, holding themselves available to commence work should the temperature fall below 35°C.

AIR QUALITY

- 44.6. Referencing the EPA guidelines. When the air quality measurement is very poor, employees will go to the sheds for a maximum for two hours. Where the air quality is Hazardous, employees will be sent home.

RESTRICTION OF PAYMENT

- 44.7. An Employee shall not be entitled to payment for Inclement Weather as provided for in this clause unless the Employee remains on the job until the provisions set out in this clause have been observed.
- 44.8. The entitlement to payment for time lost due to Inclement Weather is an entitlement limited to ordinary time lost, and does not apply to overtime, public holidays and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject to the provisions of this Agreement concerning minimum payment for Saturdays, Sundays and public holidays in which case the minimum time payments as prescribed by the Agreement shall apply.
- 44.9. All necessary steps shall be taken to ensure a full working understanding of the Inclement Weather standards, as contained in this Agreement, is achieved and maintained by the Company and Employees.
- 44.10. Should a portion of the Project be affected by Inclement Weather, Employees can be transferred to another work location for similar duties where those duties are available.

- 44.11. Any dispute in relation to the application of this clause shall be resolved by following the steps outlined in clause 12, Disputes Resolution Procedure.

ENTITLEMENT TO PAYMENT – INCLEMENT WEATHER HOURS

- 44.12. An Employee shall be entitled to payment by the Company for ordinary time lost through Inclement Weather for up to 36 hours in every four weeks. For the purpose of this sub-clause the following conditions shall apply:
- a. The first period shall be deemed to commence on the first day of the first full day period after the commencement of this Agreement and subsequent periods shall commence at 4 weekly periods thereafter in line with the pay cycle;
 - b. An Employee shall be credited with 36 hours at the commencement of each four weekly period or pro rata if employed after the commencement of the 4 week cycle. Pro rata arrangements will be as follows: 36 hours credited where the Employee commences on any working day within the first week; 24 hours credited where the Employee commences on any working day within the second week; 16 hours where the Employee commences on any working day within the third week; and 8 hours where the Employee commences on any working day within the fourth week;
 - c. The number of hours at the credit of any Employee at any time shall not exceed 36 hours.
 - d. It is agreed between the Parties that, the payment for ordinary time lost is deemed to commence at the time that work ceases at the current work location.

TRANSFERS

- 44.13. Employees may be transferred from one location on a project where it is unreasonable to work due to Inclement Weather, to work at another location on the Project, which is not affected by Inclement Weather. This may include the opportunity to attend pre- arranged training in locations not affected by Inclement Weather. The following conditions will apply:
- No Employee shall be transferred to an area not affected by inclement weather unless there is work available in the Employees' classification.
 - Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather.

CESSATION AND RESUMPTION OF WORK

- 44.14. At the time Employees cease work due to Inclement Weather the Company representative and the Employee's Representative shall agree and note the time of cessation of work.
- 44.15. After the period of Inclement Weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.
- 44.16. Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by the Inclement Weather, the Employee may be transferred to other work on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the Employee shall remain on site. The Employee shall be paid for such time without reduction of the Employees' Inclement Weather entitlement.
- 44.17. In the event that Inclement Weather would ordinarily mean a cessation of work on an area of the Project, the Parties agree that Employees may be required to commence or continue work in Inclement Weather, in accordance with the provisions of this Agreement, when it is safe and reasonable for work to continue.

- 44.18. Employees may be required to complete critical works (e.g. rail occupations, laying of asphalt and crushed rock that is part completed, all works associated with making the site safe, concrete pours, rail crossings, beam erections, traffic switches, sealing of earthworks and utility relocations etc) to a practical stage
- 44.19. Where work has been commenced prior to the commencement of a period of Inclement Weather, Employees may be required to complete such work to a practical stage and for such work will be paid in accordance with clause 42.27 below calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- 44.20. The Parties accept that works which will commence or be completed without delay following the onset of Inclement Weather include emergency work and critical shutdown activities (eg, rail occupations including 'after last, before first', beam erections, traffic switches, sealing of earthworks and utility relocations).
- 44.21. Employees required to complete such work will be paid in accordance with clause 42.27 below calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- 44.22. If an Employee's clothes become excessively wet as a result of working in the rain during a concrete pour or critical work, the Employee shall, unless the Employee has a change of dry working clothes available or such clothing is provided by the Company, be allowed to go home without loss of pay.
- 44.23. Where Employees are prevented from working because it is raining:
- For more than an accumulated total of four hours of ordinary time in any one day; or
 - For more than an accumulated total of 50% of the normal work remaining time,
- The Company shall not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances. Provided that where, by agreement between the Company and the Employees, the Employees remain on site beyond the periods specified above, then any such additional wet time shall be paid for but shall not be debited against the Employee's Inclement Weather hours.
- 44.24. Where the Employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:
- The rain stops; or
 - A covered walkway has been provided; or
 - The sheds are under cover and the Employees can get to the dry area without going through the rain; or
 - Adequate protection is provided. Protection shall, where necessary, be provided for the Employees' tools.
- 44.25. In the case of mechanical plant operators, where they have a dry cabin to work from and they can safely access their cabin without getting "wet", they will return to work so long as the work itself is safe to perform. The Employer will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.
- 44.26. In this clause, a dry area shall mean a work location that has not become saturated by rain or where Employees would not become wet.
- 44.27. In the event that an Employee is directed by the Company to work in an area affected by Inclement Weather – typically to complete a concrete pour or other critical works, they will be paid "Time on Time" for the remainder of their shift.
- 44.28. For the avoidance of doubt, 'Time on Time' means an additional payment equal to

the Employee's base rate (i.e. not including any loading) for the time they are directed to continue to perform work during Inclement Weather, in addition to the prevailing rate:

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

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

45. HOURS OF WORK

- 45.1. The Parties are committed to meeting Project requirements whilst giving individual Employees a balance of work and leisure. This will be achieved by a roster for work on the Project as required to meet the objectives of the program, whilst giving individual Employees a balance of work and recreation.
- 45.2. All Parties to this Agreement commit to:
- Flexibility in any way in which ordinary hours are organised and worked to meet operational requirements;
 - Working reasonable additional overtime.

46. START AND FINISH LOCATION

- 46.1. The start and finish location will be the amenities located on Site appropriate for each individual Employee. The specific amenities nominated as the start and finish times for each Employee will be by agreement between the Company and the employees.
- 46.2. If the Company provides transport for the Employees from any location (e.g. from a car park external to the Site) start time will be from the point of pick up.
- 46.3. Employees should be suitably attired in work uniforms and personal protective equipment and ready for work at the designated start time.

47. STANDARD ORDINARY HOURS

- 47.1. The ordinary hours of work for Day Workers shall generally be 40 hours per week, 8 hours per day (with 0.8 hours per day accruing for a paid Rostered Day Off) to be worked Monday to Friday between the hours of 6.00am and 6.00pm. Commencement will generally be between 6am, 8am, nominally 7am.
- 47.2. In the event a casual employee is employed to work less than 36 hours in a week. Overtime will be paid after 7.2 hours each day.
- 47.3. The standard ordinary hours of work for different work areas, once established, may be varied by agreement between the Company and the majority of the directly affected Employees in the work area. The Company and the majority of the directly affected Employees will consult on the standard ordinary hours of work and the Company will take into consideration, prior to implementing changes, an employee's personal and/or family commitments, the obligation to provide a safe and healthy workplace, and positively avoiding excessive overtime.
- 47.4. Prior to any change to the employees start time and after consultation with the employees affected the company will provide 24 hours' notice.
- 47.5. All ordinary hours of work worked outside the spread of hours as defined by clause 47.1 will be paid at the penalty rate of double time that will be included in the calculation of superannuation as if such additional payment was part of ordinary time

earnings.

48. WORK ON FRIDAYS

The Company and the Employees will endeavour to ensure that wherever possible normal productive work shall cease at 3.30pm on Fridays. This does not mean that no productive work can continue past this time where genuine consultation has taken place between the employees and the employer. That is, work can continue past 3.30pm on Fridays if the work is necessary for the production schedule to be maintained or to ensure that the other Employees can be productively employed.

49. OVERTIME AND WEEKEND WORK

- 49.1. Employees will be required to work reasonable weekend and non-weekend overtime when requested as determined by the Company to meet the needs of the Company's contractual requirements for completion of work on the Project.
- 49.2. All time worked outside or in excess of an Employee's ordinary hours of work (inclusive of time worked for accrual purposes as prescribed herein) shall be deemed overtime. Overtime worked Monday to Friday will be paid at double the Ordinary time rate. Overtime on Saturday and Sunday will attract double the Ordinary time rate. A Employee required to either work overtime on a Saturday, or to work on a Sunday, shall be paid a minimum of four (4) hours' work.
- 49.3. An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving work) will be paid for a minimum of four hours' work at the appropriate overtime time rate for each time the Employee is so recalled. Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four hours if the job the Employee was recalled to perform is completed within a shorter period. This subclause will not apply in cases where it is customary for an Employee to return to work to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 49.4. No Employee under the age of eighteen years shall be required to work overtime or shift work unless the Employee so desires.
- 49.5. No apprentice or trainee shall be required to work overtime or shift work at times which would prevent the Employee's attendance at a training facility, as required by any statute, agreement or regulation.
- 49.6. An Employee who works overtime:
 - between the end of the Employee's ordinary work day or shift, and the commencement of the Employee's ordinary work in the next day or shift where the Employee has not had at least ten consecutive hours off duty between these times; or
 - on Saturdays, Sundays and holidays, (not being ordinary working days) or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on the next rostered shift; shall, subject to this subclause, be released after completion of such overtime until the Employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- 49.7. If on the instructions of the Company, such an Employee resumes or continues to work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until the Employee is released from duty for such period and shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 49.8. The provisions of this clause 49.6 shall apply in the case of Shift Workers as if eight

hours were substituted for ten hours when overtime is worked:

- a) Where a shift is worked by arrangement between the Employees themselves.
 - b) Subject to this clause, the Company may require any Employee to work reasonable overtime. Employees who accept an offer of overtime will be obliged to attend.
 - c) Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift, attendance at the additional shift is considered compulsory. The Company will take into consideration an Employee's individual personal and/or family commitments, if requested by the Employee, when an Employee is unable to attend for the overtime shift.
- 49.9. It is the intention of the parties that excessive overtime will not be worked. To this end the general standard of weekly hours will usually not be more than 56 per week (Monday to Saturday) for an individual Employee, provided that the aforesaid 'usual weekly hours' may by agreement between the Company and employees be exceeded from time to time to meet the needs of the project, or a specific task on a project.
- 49.10. The intentions of the parties in this matter are:
- The employer is not restricted as to the setting of daily hours within the 56- hour standard;
 - It is acknowledged that additional hours are necessary for particular personnel (e.g. [without limiting the foregoing] crane crews; leading hands, peggies; first aiders; hoist drivers; concrete finishers; site security personnel), and such situations are not affected or restricted by this provision, as they are agreed to be a normal necessity of the industry;
 - It is also agreed that additional hours may be necessary during peak construction times, to perform out of hours' work, or leading up to and during rail occupations;
 - If time is lost on a project due to any reason including (without limiting the foregoing) Inclement Weather, then such time may be made up by the scheduling of additional overtime.
- 49.11. Nothing in this clause shall be read as to imply that payment as for 56 hours is guaranteed, and nothing in this clause shall diminish the right of the employer to schedule a lesser weekly program of hours.

50. CANCELLATION OF WEEKEND OVERTIME

- 50.1. In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Company may cancel planned weekend overtime. The Company will endeavour to notify Employees of weekend overtime cancellation by lunchtime on Thursday. However, the Company reserves the right, in exceptional circumstances, to notify permanent Employees of weekend overtime cancellation by no later than normal finishing time 3.30pm on Thursday.
- 50.2. Equally, Employees through circumstances may find themselves unable to fulfil their commitment to attend site. Such Employees will notify the Company before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.
- 50.3. A casual Employee, presenting for weekend overtime and not being required will be entitled to four (4) hours' pay at the applicable rate, plus the appropriate allowances prescribed for fares and travel.

51. ROSTERED DAYS OFF (RDOS)

- 51.1. From the commencement of the Project, 8 hours' ordinary time will be worked with

7.2 hours per day paid, and with 0.8 hours per day accruing for a paid Rostered Day Off (RDO). Employees will be entitled to 26 RDOs in each 12 months of continuous service. RDOs will generally be taken in accordance with the indicative RDO calendar attached at Appendix D, subject to the following:

- The indicative RDO Calendars have been agreed and are attached at Appendix D.
- The dates of these RDOs may be changed from the dates at Appendix D by agreement between the Company and the majority of employees.
- The number of agreed RDOs an employee is entitled to under this Agreement is 26 per year. There will be no reduction in the number of RDOs an employee is entitled to under this Agreement each year for the life of this Agreement. Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.
- Work may take place on scheduled RDOs, but in the interests of employees' health and wellbeing, the Company will endeavour to keep this to a minimum.

51.2. Rescheduling of RDOs

RDOs may be rescheduled by agreement between the company and the employee/s. When this is required, the company is committed to providing as much notice as is reasonably practicable of a requirement to work and, save for in the case of casual top up labour, will provide the employee with a minimum of nine days' notice. Where this is followed, the RDO will be paid at the ordinary hourly rate and the RDO is to be rescheduled to be taken on another day. Where the company requires an employee to work on a scheduled RDO without providing at least nine days' notice, save for in the case of casual top up labour, the employee will be paid double time with the RDO to be rescheduled to be taken on another day.

51.3. Save for in the case of casual top up labour, for any work to take place during Christmas shut down and Easter shut down the company will provide at least six weeks' or more notice. Where this is followed, the time will be paid at the applicable hourly rate. Any RDO will be rescheduled to be taken on another day. If the company fails to provide written six weeks' notice, save for in the case of casual top up labour, the employee will be paid triple time for all work with any RDO's to be rescheduled to be taken on another day.

51.4. Work may take place on a scheduled RDO or on any substituted day where it is required by the company and such work is necessary as determined by the company only in consultation with the employees, for instance to allow other employees to be employed productively to carry out out-of-hours maintenance or because of unforeseen delays to the project or a section of it or for other reasons arising from unforeseen, emergency circumstances or due to relevant laws and regulations on the project.

51.5. The untaken RDO will generally be re-scheduled to another day falling within six weeks of the originally scheduled day. The rescheduled RDO is to be taken on a day or days agreed by the company and affected employee/s, with such agreement not to be unreasonably withheld.

51.6. Employees may accumulate up to a maximum of five RDOs at any one time. Accrued RDOs must be taken before any annual leave day(s) are taken.

51.7. RDOs on termination of employment are to be paid out at double time.

52. SHIFT WORK

52.1. Where it is necessary that work be performed in shifts the company will consult with

the employees consistent with clause 8 of this agreement.

52.2. For the purpose of this clause:

All shift work will be paid at double the ordinary time Wage Rate (i.e. a shift loading of 100%, that will be included in the calculation of superannuation for the purposes of all ordinary hours worked to a maximum of 8 hours per shift).

The Parties agree that some aspects of the Company's works will require continuous operations (twenty four hours a day seven days a week). In these circumstances the appropriate shift loadings, penalty payments and other relevant provisions of this Agreement will be applied.

From time to time the Company is required to engage in works under short term occupation or shut down works of major public and privately owned service facilities including but not limited to rail works. Flexibilities will be agreed between the Parties to ensure that the work will not be delayed. Safety is of paramount importance and will not be compromised. It is envisaged that this clause will have application to tram track renewal, road reconstruction, the diversion of major civil services and works of a similar nature.

Afternoon Shift means any shift starting at or after 10.00am and before 8pm.

Night Shift means a shift starting at or after 8pm and before 6.00 am.

Sunday shift means a shift where the majority of rostered Ordinary hours fall on a Sunday. A Sunday shift will be paid at double the Ordinary time rate.

The ordinary hours of both Afternoon Shift and Night Shift will generally be eight hours daily inclusive of meal breaks.

An Employee will be given at least forty-eight hours' notice of the requirement to work shift work.

52.3. For the avoidance of doubt, for the purposes of RDOs and public holidays, the shift leading into the RDO or public holiday will be considered the RDO or public holiday shift. For example, where an RDO or public holiday falls on a Monday, the shift starting on Sunday night and finishing on Monday will be considered the RDO or Public Holiday shift, including for the purposes of the public holiday penalties prescribed in this Agreement.

53. MEAL BREAKS

53.1. A paid morning break of 15 minutes' duration will be taken. Morning break and lunch breaks will be organised so as to ensure continuity of work and taken in a flexible manner during the day/shift however the morning break will be taken within 4 hours of start time. The emphasis will be on arrangements to keep major equipment operating through the morning break and lunch wherever possible, by the staggering of breaks.

53.2. Lunch breaks will be 30 minutes unpaid and may be staggered for individual Employees or work teams. A lunch break should commence within 6 hours of the designated start time of the shift. Lunch break times may be varied outside these times to meet operational requirements with agreement of the Company and an individual or group of directly affected Employees. Where the lunch break has not been taken within six hours, the employee will be paid double time until such time as they have had their lunch break. However it not intended that such working arrangements will be a regular practice.

54. OVERTIME CRIB BREAKS

54.1. When the period of overtime is more than one and a half hours, an Employee, before

starting overtime after working ordinary hours inclusive of time worked for accrual purposes, shall be allowed a crib break of twenty minutes which shall be paid for at overtime rates.

- 54.2. Crib time by agreement can be moved to the end of the overtime period and will be paid at the overtime rate.
- 54.3. An Employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues work after such crib time.
- 54.4. The Company and an affected Employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.
- 54.5. Weekend Crib Breaks
- 54.6. An Employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of twenty minutes after four hours' work, to be paid for at the applicable rate, but this provision shall not prevent any arrangements being made for the taking of a 30-minute meal period, the time in addition to the paid twenty minutes being without pay.
- 54.7. In the event of an Employee being required to work in excess of a further four hours, such Employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the Overtime rate.

55. OVERTIME MEAL ALLOWANCE

- 55.1. For the purposes of this clause, the overtime meal allowance will be paid where the Employee works at least one and half-hours overtime (at 9.5 hours work) on a Monday to Friday and is calculated from the conclusion of the usual ceasing time at the end of ordinary hours inclusive of time worked for accrual purposes. The "overtime meal allowance" will be the only meal allowance paid to Employees working less than a twelve hour day on Monday to Friday.

First full pay period on or after 1 March 2021	\$27.71
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Overtime meal allowance will be adjusted annually in accordance with CPI (All Groups, Melbourne) movements measured in the twelve month period ending the previous December quarter, effective 1 March annually, rounded to the nearest cent.

56. CONTINUOUS-OPERATIONS

- 56.1. The Parties agree that some sections of a Project program will be conducted on a continuous (24 hours a day, 7 days a week) or extended shift basis as required by the Company. In particular the Parties recognise that construction activities on a Project present unique operational requirements that may require operations to continue without interruption.
- 56.2. In these circumstances the appropriate shift loadings, penalty payments and other relevant provisions of this Agreement will be applied.
- 56.3. Following consultation with the affected Employees, the following type of activity may be conducted for all or part of the time on a continuous/extended basis:
 - Critical concrete pours;
 - Operations involving traffic safety management;
 - Occupation related works including critical trackwork, OHW and signalling works;

Construction activities that require traffic flow changes (e.g. bridge launch); Spoil removal and spoil haulage activities to stockpiles;

Utility relocation and/or protection activity;

Work required to stabilise any excavation against collapse;

Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above;

Significant lifts that cannot be conducted during the normal flow of traffic on affected roads; Work that has fallen behind the program schedule

Work due to specific requirements of the Project (eg, consideration of community and stakeholder matters)

Installation of pre-cast elements

56.4. In such cases as listed above, appropriate safe staffing levels will be provided.

56.5. The provisions of this Agreement relating to RDOs will apply to work conducted under this clause.

PART VII - LEAVE AND PUBLIC HOLIDAYS

57. ANNUAL LEAVE

57.1. Period of leave

- a) Employees (other than casual Employees) will be entitled to 4 weeks (20 days) of annual leave for each 12-month period of continuous service.
- b) Annual leave accrues and will be credited on a pro-rata basis at the end of each week of continuous service.
- c) A period of annual leave is exclusive of the ordinary hours that an Employee would have worked on any public holiday or Scheduled RDO's which occurs during that period had that day not been a public holiday or Scheduled ROO.
- d) Employees are required to give the Company reasonable notice (3 weeks) in a request for annual leave. The Company will not unreasonably refuse a request for annual leave, including where an Employee requests that leave be allowed in one continuous period.
- e) The Company encourages the taking of at least 3 weeks' annual leave each year and may require an Employee to take leave if the Employee has extensive leave accumulated.
- f) For the purpose of the additional week of annual leave provided by the National Employment Standards, a shiftworker means an Employee engaged to work in a system of consecutive shifts throughout 24 hours continuous operations of six or more consecutive days/shifts 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.

57.2. Payment of leave

Each employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed before the leave is taken.

57.3. Annual leave loading

- In addition to the payment prescribed above, an Employee shall receive during a period of annual leave a loading of 17.5% calculated on the Weekly All-Purpose Rate prescribed in this Agreement.

- If the Employee is receiving shift loading immediately prior to taking annual leave they will not be entitled to the annual leave loading. The Employee will receive the shift loading for the period of annual leave.

58. PUBLIC HOLIDAYS

- 58.1. An Employee (other than a casual Employee) shall be entitled to the following public holidays paid at ordinary time rates without deduction of pay including all appropriate shift loadings:
- New Year's Day;
 - Australia Day;
 - Good Friday;
 - Easter Saturday;
 - Easter Sunday (if gazetted in accordance with 56.2 below)
 - Easter Monday;
 - Anzac Day;
 - Queen's Birthday;
 - Labour Day;
 - Grand Final Eve
 - Melbourne Cup Day;
 - Boxing Day;
 - Christmas Day; and
 - Any other day (including the gazetted substitution of public holidays when they coincide with a weekend) declared by or under a law of the State of Victoria to be observed generally within the State as a public holiday.
- 58.2. With the exception of Easter Saturday, in the event that any public holiday falls during a weekend, the first subsequent ordinary weekday will be treated in lieu as the public holiday. Except in the case of continuous shift workers, in which case the holiday shall fall on the actual day prescribed
- 58.3. All work performed on any of the public holidays in this Agreement shall be paid for at the rate of double time and one half. An Employee required to work on a public holiday shall be afforded at least 8 hours' work or paid for 8 hours at the appropriate rate.
- 58.4. The Company may request the Employee to work on a public holiday. The Employee may refuse the request if they have reasonable grounds to do so.
- 58.5. Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for the Employee's wage rate for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 58.5 will only apply when the Public Holiday(s), as provided for in clause 58.1, which falls on any day between Monday and Friday

59. CHRISTMAS AND EASTER CLOSEDOWN

The indicative RDO Calendars and Christmas and Easter shutdown dates have been agreed and are attached at Appendix D.

During the Christmas and Easter period it is agreed between the Parties, that the project schedule may require works to be scheduled during the Christmas or Easter period. If this is the case the following will apply:

- The decision on an early return will be on a zone by zone basis;
- Where the Company has planned works during the Christmas or Easter period, save for in the case of casual top up labour, affected Employees are to be notified in writing of their requirement to work during this period at least 2 months prior to the commencement date of these planned works;
- Employees may refuse to work over this period;
- An alternate equivalent period of annual leave is taken at a time agreeable to the affected Employee/s by the 30th June of the following year.

Where this notice is followed, the time will be paid at the applicable hourly rate with the following exceptions:

- Any RDO worked will be consistent with clause 51.
- Any work between Christmas Day and New Year's Day will attract an additional 200% loading.
- Any work between Good Friday and Easter Monday will attract an additional 200% loading.

Save for in the case of casual top up labour, where the Company fails to provide 2 months' notice the following payment will apply:

- An additional 100% loading for all hours worked in addition to any payment (inclusive of loadings and allowances) the employee would have been paid. To be clear, where an employee would have been paid 200% for working overtime they would now receive 300%.

Employees will generally be required to ensure that they have sufficient annual leave remaining to enable them to take leave for the period of the shutdown. In the event that an Employee does not have sufficient annual leave accrued for the period of the shutdown, the Employee may be required to take additional leave without pay for such period.

CANCELLATION OF WORK DURING CHRISTMAS AND EASTER

Save for in the case of casual top up labour, where the Company cancels works over the Christmas or Easter period that has already been agreed to in writing between the Company and the Employee, the Company will provide the Employees with at least 6 weeks' notice in writing. Save for in the case of casual top up labour, where this notice is not given the Employee will be paid for the time they agreed to work regardless of whether or not they are required to work.

60. PERSONAL LEAVE (SICK LEAVE / CARERS LEAVE)

- 60.1. Employees (other than casual Employees) shall be entitled to paid personal/carer's leave in accordance with the FW Act. The entitlement to paid personal/carer's leave is equivalent to 10 days leave for each 12 months of continuous service for working an average of 36 hours per week over a 52-week period. Personal/carer's leave is paid at the ordinary time rate.
- 60.2. In the case of other Employees (excluding casual Employees), a pro rata amount of paid personal/carer's leave will accrue in accordance with the FW Act. Personal/carer's leave includes sick leave for the Employee when ill or injured, and leave for the Employee to provide care or support to a member of the Employee's immediate family who is sick or injured or who has an unexpected emergency, as these entitlements are defined in the FW Act.
- 60.3. Entitlement to carer's leave under this clause is in respect of a member of the Employee's immediate family or household as defined by the FW Act.
- 60.4. New Employees (other than casual Employees) accrue paid personal/carer's leave

entitlements of 1 day per month at the beginning of each of the first 10 months of employment. Thereafter, 10 days are added to the Employee's entitlement on each anniversary of the Employee's engagement. Unused paid personal/carer's leave entitlements in any year can be carried forward.

- 60.5. An Employee will be granted paid personal/carer's leave up to the limit of his/her accrued entitlement if he/she is absent from work due to personal illness or injury (other than injury covered by worker's compensation), or he/she is required to care for an ill or injured member of their immediate family or household, subject to:
- The Employee notifying the Company as soon as practicable (which may be a time after the leave has started) of the commencement of the personal/carer's leave their inability to attend for duty, as far as practicable the nature of their injury, illness or emergency, and the estimated duration of their absence; and
 - Providing to the Company's satisfaction that the personal/carer's leave is/was justified; and
 - In the case of any multiple day absence, or single day absences in excess of 2 single day absences per year, providing a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the Employee was unable to attend for duty on account of personal illness or injury. Where a medical certificate is impracticable, the Company will accept from the Employee a Statutory Declaration stating the relevant circumstances of the reason of the Employee's absence.
 - All unpaid sick leave will be paid out to the employee upon termination.
 - Employees are also entitled to unpaid carer's leave in accordance with the FW Act.

61. MENTAL HEALTH LEAVE

The parties recognise the importance and impact of mental health and wellness on Employees at work and in their personal life, and the effect this may have on their attendance or performance at work.

Mental health is a state of well-being in which every individual realises his or her own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to make a contribution.

The parties commit to providing support to Employees who may have concerns about their mental health and wellbeing or who may experience mental illness.

For an Employee experiencing mental health concerns or illness the Employer may at its absolute discretion grant up to 5 days per year (non-cumulative) paid leave. This may be for (but not limited to) the purpose of attending appointments to support their mental health.

Reasonable proof of mental health concerns or illness may be required and can be in the form of (but not limited to) certification issued by a mental health practitioner or a mental health service provider.

The parties recognise that in order to maintain a safe and healthy working environment, Employee work arrangements may need to be modified and the Employer commits to making reasonable efforts, as it may determine, to accommodate any such requests made by the Employee, subject to operational requirements.

62. PARENTAL LEAVE

- 62.1. Parental Leave shall be in accordance with the NES including that after 12 months of continuous employment, an Employee may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.

- 62.2. In addition, if the Employee is entitled to paid parental leave under the *Paid Parental Leave Act 2010* (Cth) (**PPL Act**) as the primary carer of the child:
- a) The Employer will provide 18 weeks' paid parental leave for part of the 52 weeks' of unpaid leave as outlined in clause 62.1 above; and
 - b) The payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for an 18 week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the Building and Construction General On-site Award 2010 as varied from time to time applicable to their classification.
- 62.3. In accordance with section 22 of the Fair Work Act, unpaid leave does not count as continuous service, however, it does not break service.
- 62.4. **Dad and Partner Pay**
- If the Employee is entitled to dad and partner pay under the PPL Act, the Employer will provide 2 weeks' paid leave in accordance with this clause.
- The payment will be the equivalent to the difference between the Employee's entitlement to dad and partner pay, for a 2-week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the Building and Construction General On-site Award 2010 as varied from time to time applicable to their classification.

63. COMPASSIONATE LEAVE

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

64. DOMESTIC/FAMILY VIOLENCE LEAVE

The parties recognise that employees sometimes face situations of violence or abuse (howsoever described) in their personal life that may affect their attendance or performance at work. Therefore, the parties commit to providing support to employees that experience domestic and/or family violence.

The parties accept the definition of family violence as described in the *Family Violence Protection Act 2008* (Vic) as well as including physical, sexual, emotional, psychological, verbal, financial or emotional abuse by a domestic and/or family member.

Reasonable proof of domestic and/or family violence may be required and can be in the form of (including but not limited to) a document issued by the Victorian Police, a Court, medical practitioners, registered nurse, mental health care professional, lawyer or statutory declaration.

All personal information concerning domestic and/or family violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

No adverse action or detrimental decision-making will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic and/or family violence.

The parties will identify an agreed contact(s) either within and/or external to the employer who will be trained in domestics and/or family violence and privacy issues (for example training in domestics and/or family violence risk assessment and risk management). The employer will advertise the name of the agreed contact(s) for the purpose of domestic and/or family violence.

An employee experiencing domestic and/or family violence may raise the issue with another person if they so choose. That person may seek advice from the agreed and suitably trained person mentioned above.

Where requested by an employee, the agreed contact or such other person appointed by the employee will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with this clause.

The parties will develop agreed guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee utilises this clause. The parties will not unreasonably withhold agreement in relation to such guidelines. Such guidelines must also be developed through a genuine and proper consultation process. As a minimum the consultation requirement prescribed in the *Occupational Health and Safety Act 2004 (Vic)*.

An Employee (other than a casual not employed on a regular and systematic basis) experiencing domestic and/or family violence will have access to 10 days per year (non-cumulative) of paid special leave paid at the Employee's minimum weekly wage rate prescribed by clause 19.1(a) of the Award, for medical appointments, legal proceedings and other activities related to domestic and/or family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval provided notification occurs as soon as is reasonably practicable. Such leave is not paid out on termination of employment.

An employee who supports a person experiencing domestic and/or family violence may take carer's leave to accompany that person or assist that person.

In order to provide support to an employee experiencing domestic and/or family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing domestic and/or family violence for:

- Changes to their hours of work and/or shift pattern
- Job re-design or alteration to duties
- Relocation to suitable employment within the employer or associated entity
- Change to contact details
- Any other reasonable measure including those available under existing provisions for family friendly and flexible work arrangements.

An employee experiencing domestic and/or family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP will include professionals trained specifically in domestic and/or family violence. An employee experiencing domestic and/or family violence will be given a resource pack of information regarding support services.

65. JURY SERVICE

- 65.1. An Employee (other than a casual Employee) called for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours expended at the Court. The Employee will notify the Company as soon as practicable of the date upon which they are required to attend for jury service.

65.2. The Employee will provide the Company with proof of attendance, duration of attendance and amount received from the Court.

66. COMMUNITY SERVICE LEAVE

Community service leave applies in accordance with the FW Act.

67. CONSTRUCTION INDUSTRY MENTAL HEALTH DAY

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

All Employees including regular and systematic casuals, shall, as far as practicable, and only so far as it meets the operational requirements of the Company and does not limit the Company's rights to manage its business, be given and shall take this day as Mental Health Day without deduction of pay.

Employees will be encouraged to participate in the Mental Health day fundraiser. The Employer may require from the Employee evidence of his/her participation, this can be by the production of a ticket purchased for the day. Where such evidence is requested by the Employer payment need not be made unless the evidence is produced. This requirement only applies so long as the Employee has been given reasonable opportunity to purchase a ticket.

An employee may be required to work on the Mental Health Day in order to meet the Company's operational requirements. The Employee may refuse the request if the Employee has reasonable grounds to do so.

Any Employee required to work on this Day shall be paid at the rate of double time and a half, and shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate.

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

68. LONG SERVICE LEAVE

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

PART VIII - GENERAL EMPLOYMENT ARRANGEMENTS

69. MENTAL HEALTH & WELLBEING

69.1. The Employer recognises that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:

- a) Establishing, in consultation and by agreement with the employees covered by the Agreement, a mental health and wellbeing policy and mental health first aid officer policy;
- b) Fostering communication and openness in relation to mental health issues to reduce any stigma or barriers to employees seeking support;
- c) Providing assistance and support to employees, including access to an employee assistance program with an agreed provider, access to flexible work arrangements that the employer will not unreasonably refuse to agree to, access to resilience training and the training of employees to enable such support;
- d) Identifying and taking reasonable steps to eliminate or reduce identified workplace factors that may contribute to the development of work-related stress and ill health; and
- e) Making information about service providers who may be able to offer additional

support available to employees.

- 69.2. The Employer recognises the importance of proactive initiatives that support employees who may be suffering from mental health issues.
- 69.3. To assist the facilitation of such initiatives, the Employer, in consultation with the parties covered by this Agreement, will partner with industry support groups to ensure tailored and effective programs are adopted to support employees who are affected by mental health issues.

SUPPORTING WELLNESS

- 69.4. The Employer recognizes the importance of workplace culture, day to day practices, access to health initiatives at work, and the creation of an environment that supports and encourages healthy choices in creating a healthy workplace.
- 69.5. Employees are encouraged to participate in health and wellness initiatives at work and are eligible to access the wellness reimbursement as set out in this clause.
- 69.6. The Employer will contribute \$2 per week per employee to an agreed mental health support provider or agreed industry fund (such as but not limited to ADA) to assist in developing and maintaining a positive mental health culture. This provider will assist with drug & alcohol, mental health training and awareness support programs (delivery by agreement between the parties) as well as providing on-going support services. The weekly contribution will increase by \$1 per year from 1 March 2022.

70. CLOTHING ISSUE AND SAFETY FOOTWEAR AND EQUIPMENT

70.1. Mandatory equipment

All Employees engaged to work on site will be supplied with appropriate safety footwear, high visibility apparel, safety glasses and clean safety helmets with name clearly displayed before commencing work on the Project.

These items must be worn at all times, or, as instructed during the site induction process.

Where there is evidence that Employees are not wearing the mandatory equipment whilst engaged to work on the site they will be dealt with in accordance with the Counselling and Disciplinary Procedure set out in this Agreement.

70.2. Work clothing

Two sets of cotton drill protective clothing will be issued to all Employees, upon request, within two weeks of commencing work with the Company. Employees will be made aware of these entitlements at the time of engagement.

A set of clothing will consist of either:

- Three pairs of overalls; or
- Three pairs of long trousers and three long sleeved shirts; or
- Work denims at cost no greater than the above three choices.
- One 32oz bluey jacket or equivalent

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

70.3. Tool storage

The Company shall provide where reasonably necessary and practicable a suitable and secure waterproof lock-up solely for the purpose of storing Employees' tools.

70.4. Source of clothing

The Parties seek to provide opportunities for Australian and New Zealand suppliers

(Local Suppliers) to supply on the basis of best value for money for the provision of work clothing to its employees.

Reasonable efforts will be made to make Local Suppliers of clothing aware of opportunities to supply clothing to the Employer.

71. FLEXIBILITY TERM

- 71.1. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement.
- 71.2. The Company and Employee may agree to an individual flexibility arrangement ("the arrangement") to vary the requirement in the Annual Leave term that up to a maximum of 12 single days of annual leave may be taken.
- 71.3. The arrangement must meet the genuine needs of the Company and Employee and be genuinely agreed to by the Company and the Employee.
- 71.4. The Company must ensure that the arrangement:
- Be about a permitted matter under the FW Act if the arrangement were an enterprise Agreement; and
 - Not include a term that would be an unlawful term under the FW Act if the arrangement were an enterprise agreement.
- 71.5. For the avoidance of doubt, this sub-clause does not allow the arrangement to vary the effect of terms of this Agreement other than the requirement in the Annual Leave term that up to a maximum of 12 single days of annual leave may be taken.
- 71.6. The Company must ensure that the arrangement results in the Employee being better off overall than the Employee would be if no arrangement were agreed to.
- 71.7. The Company must ensure that the arrangement:
- is in writing;
 - includes the name of the Company and Employee;
 - is signed by the Company and Employee and if the Employee is under 18 years of age, also signed by a parent or guardian of the Employee;
 - includes detail of:
 - the Annual Leave term that will be varied by the arrangement;
 - how the arrangement will vary the effect of the Annual Leave term;
 - how the Employee will be better off overall than the Employee would be if no arrangement were agreed to; and
 - States the date on which the arrangement commences.
- 71.8. The Company must give the Employee a copy of the arrangement within 14 days after it is agreed to.
- 71.9. The Company or Employee may terminate the arrangement:
- by giving written notice of not more than 28 days; or
 - if the Company and Employee agree in writing – at any time.

72. POSTING OF AGREEMENT

- 72.1. To ensure the Parties are aware of the terms of this Agreement, and to assist in the resolution of any dispute or the avoidance thereof, a copy of this Agreement shall be retained by the Company at all times for ready access by any Employee covered by this Agreement, and the Company shall provide a permanent copy for each

Employee Representative and Employee Workplace Health and Safety Representative on the Project.

- 72.2. A notice board will be provided at each set of crib sheds and amenities. This board will measure no less than 2m x 1m, and will be used for the posting of information related to this Agreement, industry related Union notices, health and safety notices, and matters relating to amenities and services on site.

73. INDUSTRY FUND COMPLIANCE

The Employer shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes Incolink, Protect, CBus and Coinvest.

It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

On commencement, and in accordance with fund procedures, the Employer shall register the Employee/s with the relevant industry funds. These are CBUS for superannuation, Incolink or Protect for severance pay Chifley income protection insurance, and Co-INVEST for long service entitlements.

It is a specific requirement that the Employer shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.

When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Employer's compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the Employee, or their representative if requested by the Employee, all relevant information to assist in resolving any concerns.

Failure to Make Payments to Industry Funds etc.

If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with this clause (inclusive) the following will apply:

- (i) the person or their representative must notify the Employer in writing of the alleged non compliance and what must be done to remedy it;
- (ii) the parties must consult in good faith in an effort to resolve the matter;

Any disputes related to this clause shall be dealt with via the disputes procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.

Additional Remedy for Non-Compliance with Superannuation.

If the Employer does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme the Employer shall be liable to make the appropriate contributions immediately upon notification of the noncompliance. Further, the Employer shall pay the earnings on the relevant Trust Deed and the Fund or scheme that accrue during the pay of non-payment. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund.

74. MENTORING AND TRAINING

The Company is committed to the development of its Employees.

The Company understands the significance of support, training and mentoring services for Employees within each Project and therefore is committed to working with Employees to provide support services such as:

- Assistance with the recruitment process;
- Development of Personal Development & Training Plans;
- Regular meetings with each Employee.

A Company representative will as far as reasonably practicable make contact with the Employee's direct supervisor at least every second month to identify any training needs.

The Company will coordinate with its clients to develop pathway plans for its Employees with the intent to offer its Employees the opportunity to progress through the various classifications.

The Company will encourage each full time Employee to attend at least 1 course per year to assist them in their development and progression through the classifications.

All identified training courses will have the aim of providing the Employee with transferable skills that can be used within civil, rail or mining industries which will also benefit the community.

Any training program would be intended to be hands-on, culturally aware and adapted to suit the Employee's learning abilities and skills.

Training costs of courses approved at the discretion of the Employer will be met by the Employer and the Employee/s concerned shall not suffer any loss of pay.

Development through training will focus on providing a strong foundation to develop Employees.

75. FIRST NATIONS PEOPLE


- 75.1. The Employer, Employees and the Union recognise the significance of First Nations People in the State of Victoria.
- 75.2. The Employer will ensure that an acknowledgement of Traditional Owners of the Land will be made on every project. All Employees will receive cultural awareness information as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.
- 75.3. A 'Welcome to Country' ceremony may be arranged with the Traditional Owners to demonstrate the Employer's commitment to the principles of social, restorative justice and cultural affirmation.

76. TOOL BOX MEETINGS

- 76.1. Tool Box Meetings are regarded as an important part of site based communications. The Employer will develop a program of consultation with its site based employees around safety, productivity, constructability and methodology.

77. SIGNATORIES


Signed for and on behalf of the Company

Date	15.2.22
Name	BEN FITZSIMMONS
Address	UNIT 8/75
Street:	CORIMER STREET
State	VIC
Postcode	3006
Title	
I am authorised by the Company to sign this Agreement on its behalf	Signature 

Witness

Date	15/02/2022
Name	TAYLOR HEAD
Address	8/75
Street	LEVLINER STREET
State	VIC
Postcode	3006
Title	civil team manager
	Signature 

Signed for and on behalf of the Australian Workers' Union

Date	1 March 2022
Name	Ben Davis
Address	685 Spencer Street, West Melbourne, VIC, 3003.
Title	Secretary, Victorian Branch.
I am authorised by the Union to sign this Agreement on its behalf	Signature 

Witness

Date	1 March 2022
Name	Elizabeth Hill
Address	685 Spencer Street, West Melbourne, VIC, 3003.
Title	Executive Assistant
	Signature 

APPENDIX A - CLASSIFICATION STRUCTURE

Where an employee's classification is silent in this Agreement the classification structure in the Award classification will apply for the purpose of identifying a classification.

Construction Worker 1 (CW 1)
New entrant (less than 12 months industry experience), general labourer, asphalt labourer, trades assistant, formwork stripper, concrete gang, peggie, demolition labourer, concrete cutter, chainman, fencer Roller (0 to 5 tonnes)
Construction Worker 2 (CW 2)
Concrete batcher, scaffolder, steel fixer, concrete finisher, manhole builder, pitcher or beacher, spotter, tack welder Roller (5 to 10 tonnes) Trucks (up to 12 tonne payload)
Construction Worker 3 (CW 3)
Dogman, drainer, form setter, pipe layer, renderer, drilling machine operator, small trenching machine, Roller (over 10 tonnes) Trucks (12 to 60 tonnes payload) Excavator (up to 16 tonnes) Skid steer (single class) Wheel and track loader (up to 100 kw) Scrapers (up to 300 kw) Winch driver, forklift driver, mobile hydraulic platform operator
Construction Worker 3 Trade (CW 3 trade)
Tradesperson level 1, rigger, form worker / carpenter
Construction Worker 4 (CW 4)
Marker / setter out, shaft or trench sinker, drilling machine (over 155mm to 230mm), winding and haulage driver, concrete paver, tradesperson level 2 Compactors (up to 200 tonnes) Excavators (16 to 25 tonnes) Backhoe loader (single class) Wheel and track loader (100 to 200 kw) Crawler tractors (up to 100 kw) Graders (up to 130 kw) Scrapers (300 to 400 kw) Trucks (60 to 120 tonnes payload) Mobile cranes (up to 15 tonnes)
Construction Worker 5 (CW 5)
Drilling machine (over 230mm) Compactors (200 kw plus) Excavators (25 to 65 tonnes) Wheel and track loaders (200 to 300 tonnes) Crawler tractors (100 to 200 kw) Graders (130 kw to general) Scraper (400 kw plus) Trucks (120 to 200 tonne payload) Mobile cranes (15 to 100 tonnes)
Construction Worker 6 (CW 6)
Excavator (65 to 115 tonnes) Wheel and track loaders (300 kw plus) Crawler tractors (200 kw to 350 kw plus) Grader (final trim), trucks (200 tonnes plus payload), mobile cranes (100 tonnes plus)

APPENDIX B – BASE RATES OF PAY

	March 2021 Base rate per hour	March 2022 Base rate per hour	March 2023 Base rate per hour
CW1	46.17	47.58	49.03
CW2	47.64	49.09	50.59
CW3	49.27	50.77	52.32
CW3 TRADES	50.69	52.24	53.83
CW4	52.76	54.37	56.03
CW5	54.75	56.42	58.14
CW6	57.38	59.13	60.93

APPENDIX C- AMENITIES

- 1.1. The Employees and the Employees' Representatives agree that it is the responsibility of the Company to ensure that the amenities prescribed below are provided for the Project. Where that standard is not maintained due to an action or event beyond the control of the Company, the Employee Representative agrees that the Company should be allowed reasonable time in which to rectify the problem.
- 1.2. If the Company acts to rectify the problem, there should be no interruption to work from industrial stoppages, bans and limitations.
- 1.3. In all instances, the following procedure shall be observed:
 - 1.3.1. A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, shall be provided. Mobile amenities in the form of caravans and like accommodation may be provided where work is extended over substantial distances and the workforce is continually changing. These amenities will be the equivalent in type and standard to fixed amenities.
 - 1.3.2. Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. The Employee Representative agrees to a reasonable period to allow the Company, if alleged to have committed a breach, to comply with all requirements of this clause. While steps are being taken to rectify the issue, the Employee Representative agrees that there shall be no bans or limitations restricting the Company's ability to rectify the issue.
2. Mess/change shed facilities dimension/construction requirements and construction of sheds.
 - 2.1. All sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
 - 2.2. Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area is not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space. Lunch rooms will not be used for any other purpose than preparing and eating meals.
 - 2.3. Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
 - 2.4. Adequate facilities are to be provided for warmth and for drying clothes e.g. Strip heaters.
 - 2.5. Provided that 20 or more Employees are employed on site at any one time, the Company shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.
3. Contents
 - 3.1. In the changing facilities, separate clothes hanging facilities for each Employee are to be provided (coat hooks only to be used).
 - 3.2. In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
 - 3.3. In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
 - 3.4. Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
 - 3.5. Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.

- 3.6. A washable vinyl floor surface in all facilities is to be provided.
- 3.7. Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).
- 3.8. All facilities are to be cleaned and disinfected on a regular basis.
- 3.9. In the messing facilities air-conditioning (cooling) shall be supplied.
- 4. Sanitary facilities - construction
 - 4.1. Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials, which shall be impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.
 - 4.2. If closets are of single unit construction (only to be used for the formwork process), not contained within a purpose built ablution block, privacy walls, which shield the closet/s from outside view, shall be installed (privacy walls are not required for purpose built ablution blocks e.g. ATCO huts).
 - 4.3. Where practicable, toilets may be connected to sewerage before commencement of the job.
 - 4.4. Closet/urinal location to be conveniently accessible to Employees but not so close as to cause a nuisance to the Employees.
 - 4.5. Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
 - 4.6. Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
 - 4.7. Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
 - 4.8. Soap and towels are to be supplied.
 - 4.9. Closet/Urinal Requirements

Employees	Closets	Urinals
1-5	1	Nil
6-10	1	1
11-20	2	2
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

- 4.9.1. For each additional 20 persons or part thereof up to 200 persons, one additional urinal and one additional closet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional closet is required. If a slab urinal is provided, each 600 mm shall be regarded as one urinal.

APPENDIX D – RDO CALENDARS

Working Day Calendar 2021

JANUARY						
S	M	T	W	T	F	S
						7
3				7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25		27	28	29	30
31						

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

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

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

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

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

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

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

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

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

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

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

Public Holiday

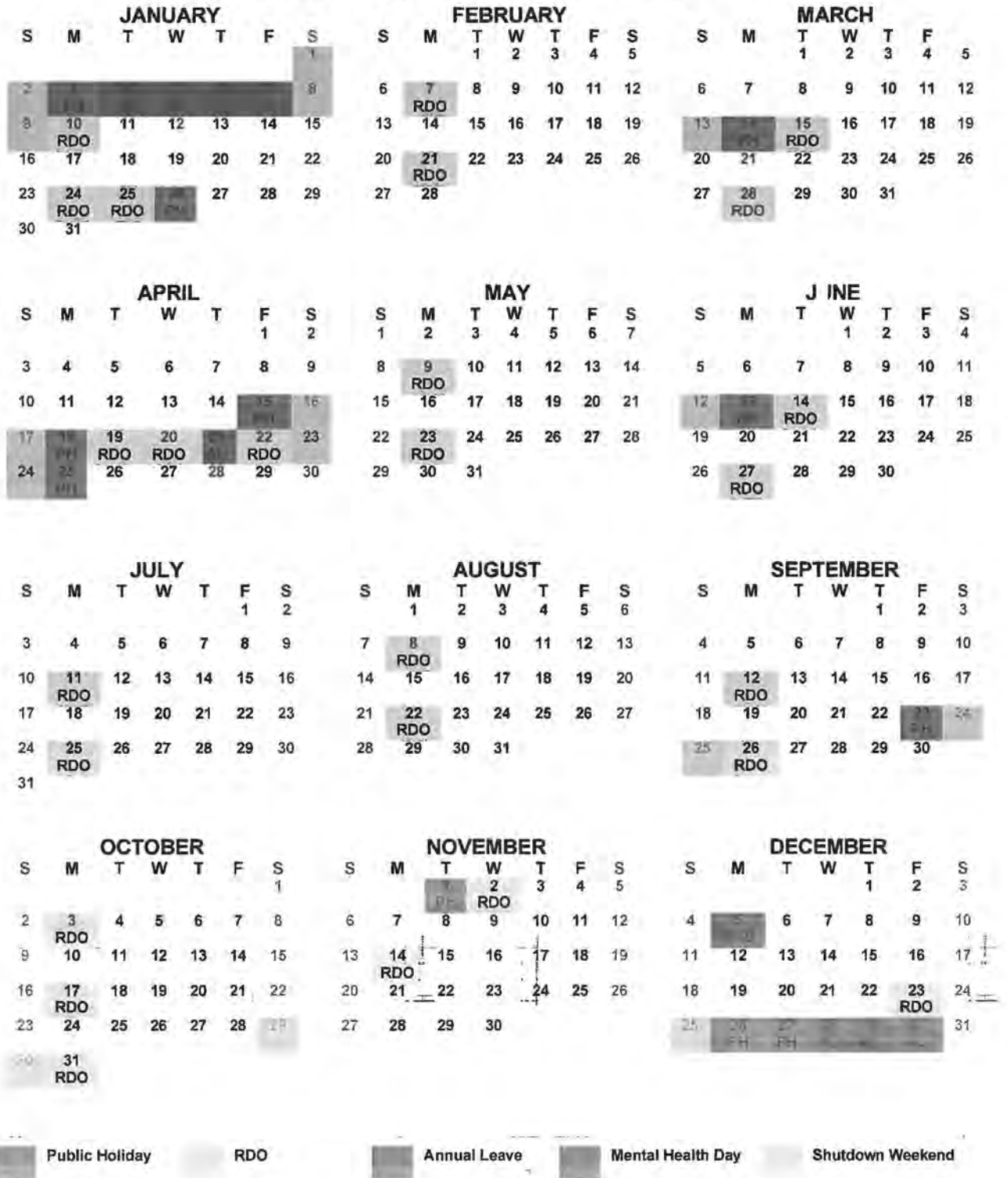
RDO

Annual Leave

Mental Health Day

Shutdown Weekend

Working Day Calendar 2022



Working Day Calendar 2023

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

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

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

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

Public Holiday
 RDO
 Annual Leave
 Mental Health Day
 Shutdown Weekend

Working Day Calendar 2024

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

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

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

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

Public Holiday
 RDO
 Annual Leave
 Mental Health Day
 Shutdown Weekend