



DECISION

Fair Work Act 2009

s.185 - Application for approval of a greenfields agreement

Protech Personnel Pty Ltd T/A Protech
(AG2024/1728)

PROTECH COOMERA CONNECTOR CENTRAL CIVIL WORKS GREENFIELDS AGREEMENT 2024

Building, metal and civil construction industries

COMMISSIONER DURHAM

BRISBANE, 30 MAY 2024

Application for approval of the Protech Coomera Connector Central Civil Works Greenfields Agreement 2024

[1] An application has been made for the approval of a greenfields agreement known as the Protech Coomera Connector Central Civil Works Greenfields Agreement 2024 (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Protech Personnel Pty Ltd T/A Protech (**the Applicant**).

[2] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act.

[3] I am satisfied that each of the requirements of ss.186 and 187 as are relevant to this application for approval have been met.

[4] Noting clause 13.5 regarding compassionate leave of the Agreement, it was brought to the attention of the parties that this clause appear to be inconsistent with s.105(1)(b) and (c) of the Act respectively. However, noting clause 6 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] In accordance with s. 187(5)(a) of the Act, I am satisfied that the Australian Workers' Union (**AWU**) is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[6] Pursuant to s.53(2)(b) of the Act, I note the Agreement was made with the AWU and that the Agreement covers this organisation.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

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**PROTECH COOMERA CONNECTOR CENTRAL
CIVIL WORKS GREENFIELDS AGREEMENT 2024**

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1.0 NAME OF AGREEMENT

This Agreement will be known as the Protech Coomera Connector Central Civil Works Greenfields Agreement 2024 (the Agreement).

2.0 DEFINITIONS

In this Agreement:

- A. **'ACIRT'** means the Australian Construction Industry Redundancy Trust.
- B. **'Afternoon Shift'** means where the ordinary hours of work commence between 10:00am and before 8:00pm.
- C. **'Agreement'** means Protech Coomera Connector Central Civil Works Greenfields Agreement 2024.
- D. **'Union'** means the Australian Workers' Union who are party to the agreement.
- E. **'Casual'** means employees engaged on an hourly basis and shall be paid for all hours worked at the applicable rate specified for their classification.
- F. **'Day Shift'** means work commencing between 6:00am and 10:00am.
- G. **'Day Worker'** means an employee required to work ordinary hours of work between 6:00am and 6:00pm, Monday to Friday.
- H. **'Double Time'** refers to the employee's applicable ordinary time rate multiplied by 200%.
- I. **'Double Time and a Half'** refers to the employee's applicable ordinary time rate multiplied by 250%.
- J. **'Employee'** means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in the classifications in Clause 11.1.1.
- K. **'Employer'** means either Protech Personnel Pty Ltd, or Protech Northern Region Pty Ltd.
- L. **'Full Time'** means an employee engaged for an average of 36 hours per week plus reasonable additional hours.
- M. **'Inclement Weather'** means the existence of rain or abnormal climatic conditions (i.e. high wind, lightning or similar, severe dust storms, extreme high temperatures, 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.
- N. **'Modern Award'** means the Building and Construction General On-site Award 2020
- O. **'National Employment Standards'** (NES) are minimum standards applying to employment conditions.
- P. **'Night Shift'** means a roster whereby the ordinary hours of work commence between 8:00pm and before 6:00am.
- Q. **'Ordinary Hours'** means the ordinary hours that an employee is required to work, Monday to Friday. This is an average of 36 hours per week over a nominated work cycle of a maximum of 26 weeks.
- R. **'Ordinary Time Rate'** means the employee's ordinary rate as prescribed in Clause 11.2.1 and any applicable all-purpose allowances.
- S. **'Overtime Rate'** means work performed outside of the ordinary hours and paid at time and a half or double time.
- T. **'Parties'** means the Employer, Employees and Union(s).
- U. **'Part-Time'** means employees who are engaged on a regular basis of less than 36 hours per week.
- V. **'Project'** means the Coomera Connector Central Project.
- W. **'RDO'** means Rostered Day Off.
- X. **'Representative'** means a nominated person on behalf of employees.
- Y. **'Shiftworker'** A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal

breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

Z. 'The Act' means the Fair Work Act 2009 (Cth).

AA. 'Time and a Half' refers to the employee's applicable ordinary time rate multiplied by 150%.

BB. 'WHS Act' refers to the Work Health and Safety Act 2011 (QLD)

3.0 PARTIES TO THE AGREEMENT

The Parties to the Agreement will be as follows:

- Protech Personnel Pty Ltd and Protech Northern Region Pty Ltd as single interest employers within the meaning of section 172(5) of the FW Act ("the Employer")
- Employees of the Employer engaged on the Coomera Connector Central Project and in the classifications contained herein and defined in Clause 4 (Employees); and
- The Australian Workers' Union ("AWU").

4.0 APPLICATION OF AGREEMENT

This Agreement will apply to the Employer and the employees engaged in classifications contained in this agreement on the Coomera Connector Central civil construction works.

This Agreement shall not apply to the following activities or personnel:

- Administrative, supervisory or managerial personnel, engineers, technicians, surveyors, paramedics, nursing or medical support personnel.
- Transportation of deliveries and removal of goods, material and equipment to and from the Project.
- The offsite manufacturing or fabrication of goods, materials and equipment.
- Warranty, repair and maintenance work performed on plant and machinery.
- Technical and/or specialist employees engaged by equipment suppliers.
- Commissioning Personnel.
- Security Personnel.
- Landscaping Works.
- Electrical and mechanical works.
- All work conducted on the Project relating to utilities.

5.0 DURATION OF AGREEMENT

The Agreement shall apply seven (7) days after approval with the Fair Work Commission. The agreement shall apply for a period of four (4) years from the date of approval by the Fair Work Commission.

6.0 PURPOSE OF AGREEMENT

The purpose of the agreement is to comprehensively provide the wages and conditions of employment for the work performed described herein. The Agreement incorporates the Building and Construction General On-Site Award 2020 (the Modern Award). Provided that where the terms and/or conditions of the Agreement and the terms and/or conditions of the Modern Award are inconsistent, the Agreement terms and conditions shall prevail over the Modern Award.

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

7.0 LEGAL AND OTHER GOVERNMENT AND CLIENT REQUIREMENTS

The Parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to:

- The Fair Work Act 2009 (Cth)
- Any successor code, and legislative, government and client obligations as amended from time to time.

8.0 NO EXTRA CLAIMS

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

In the event Protech is directed by the Client as a variation under the Head Contract to adjust the wage rates (cl 11.2.1), allowances (cl11.4), annual percentage increases (cl 11.2.5) and other employee entitlements covered in this agreement, subject to the adjusted entitlements being more favourable to the employees, in accordance with the implementation of a new Transport BPIC document for the Project, Protech and AWU will agree to meet as soon as practicable to make a variation to increase these terms to this agreement. This will not be considered an extra claim for the purposes of this clause.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

- Pursue any claims for additional benefits or obligations (whether or not known at the time the parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from Modern Award variations; and
- Take industrial action in support of extra claims, Modern Award or over Modern Award, for the nominal term of this Agreement. For avoidance of doubt, employees and/or the union will not engage in industrial action for the purpose of advancing claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of employees.

9.0 CONTRACT OF EMPLOYMENT

9.1 ENGAGEMENT

The employment shall be full-time, part-time or casual employment. The employee will be notified at the time of engagement of the employment status.

9.1.1

A full-time employee shall mean an employee engaged for an average of 36 hours per week.

9.1.2

Part-time employees shall be entitled to the same entitlements of a full-time employee on a pro-rata basis. Part-time employees shall be engaged on a regular basis of less than 36 hours per week.

Before commencing a period of part-time employment, the employee and employer will agree in writing:

- That the employee may work part-time.
- Upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work.
- Upon the classification applying to the work to be performed; and
- Upon the period of part-time employment.

All hours worked in excess of an employee's agreed weekly or daily hours shall be paid at the applicable overtime rates.

All permanent employees will be subject to a six (6) month probation period at the commencement of their employment.

9.1.3

Casual employees meaning employees engaged as such will receive a loading of 25% in addition to the rates prescribed in Clause 11.2 as their ordinary rate. This rate will compensate for annual leave, personal/carers leave, notice, redundancy and any other permanent entitlements that do not apply to casuals. A casual employee shall be entitled to a payment of a minimum of four (4) hours' work per engagement.

For the purposes of calculating overtime for a casual employee, the overtime penalty rate will be applied to the casual rate defined in this subclause.

9.2 CASUAL CONVERSION

9.2.1

A casual employee, other than an irregular casual employee, who has been engaged by the Employer for a sequence of periods of employment under this Agreement during a period of 12 weeks, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

9.2.2

An irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

9.2.3

The Employer shall provide an eligible employee notice in writing of the provisions of Clause 9.2 within four weeks of the employee having attained such period of 12 months. The employee retains their right of election under Clause 9.2 if the employer fails to comply with the clause.

9.2.4

Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

9.2.5

Any casual employee who has a right to elect under Clause 9.2, on receiving notice or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably refuse.

9.3 QUALIFICATIONS

Employees may be required by the Employer to provide evidence of their qualifications related to their occupation during the pre-employment recruitment process or during the course of their employment.

9.4 TERMINATION

A permanent employee's termination shall be in accordance with the provisions of the Modern Award. The period of notice to be given by the employer shall be as follows:

Where the employee's period of continuous service with that employer is:	The period of notice is
Up to 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

This period of notice shall be increased by one (1) week where the employee is over 45 years of age and has completed two years of continuous service with the Employer.

The period of notice to be given by the employee shall be one (1) weeks' notice.

In circumstances where an employee does not provide the one (1) weeks' notice, the Employer may deduct up to one (1) weeks' wage in accordance with the Modern Award.

Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu. Payment in lieu of notice shall be at the employee's ordinary weekly wage for the ordinary hours not worked by the employee during the period of notice.

Nothing in this Clause shall affect the right of the employer to summarily dismiss an employee for serious misconduct.

The Employer at its discretion may suspend an Employee with pay and require the Employee not to attend work for a period determined by the Employer while an investigation is being conducted.

10.0 EMPLOYEE RELATIONS POLICIES

10.1 PROJECT CODE OF CONDUCT

Employees are to adhere to the Project Code of Conduct, work methods, procedures, guidelines and standards as issued and updated from time to time when on the Project, in proximity of the Project, interacting with the community whilst engaged on the Project and being transported to and from the Project. Employees must comply with any policies and procedures that the Employer may implement as a lawful & reasonable direction.

Each Employee is accountable for:

- Complying with appropriate project environmental and health & safety regulations, policies and procedures and for taking responsibility for their own personal safety; including properly using all appropriate protective clothing and equipment provided.
- Abiding by project work rules as specified and as amended from time to time; and
- Their own personal fitness for work, including alcohol and other drugs testing as directed (both random or for cause).

10.2 ANTI-DISCRIMINATION, EEO AND SEXUAL HARASSMENT

The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.

The Parties to this Agreement have an obligation to comply with sex discrimination and antidiscrimination legislation. The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Code of Conduct.

Any breach of the established discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in disciplinary action including but not limited to dismissal.

10.3 CLOTHING

The Employer shall provide each employee with appropriate protective clothing, including the following:

- Six (6) high visibility long sleeved shirts.
- Six (6) pairs of trousers.
- One (1) pair of approved safety footwear.
- Personal protective equipment including access to sunscreen.
- A broad brimmed hard hat.
- A pair of safety glasses to the approved Australian Standard.
- A winter jacket issued by the Employer on an agreed date with employees.

The replacement of protective clothing items will be on a fair wear and tear basis.

10.4 WORKFORCE TRAINING AND DEVELOPMENT

The parties recognise the mutual benefit of structured learning and development to the Project and to the career opportunities of all Employees and will coordinate, deliver and participate in such development.

10.4.1

Training may be prescribed by the employer or requested by the employee(s) and submitted to an approval process. It is expected that employees participate in various forms of approved training that may be required for their role or for upskilling. This includes in-house training, industry based non-accredited training, accredited short courses and full qualifications where appropriate.

10.4.2

Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally recognised Statement of Attainment.

10.4.3

Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide employees with more satisfying and challenging work and enhance their career growth opportunities. All employees will be required to perform a diverse range of functions.

10.4.4

An Employee may be required to, and shall perform, any function providing the employee has the required skills to safely discharge the requisite and provided that, such functions shall be subject to safe, legal and practical work practices.

10.4.5

In line with the commitment to provide employees with quality training to assist them in the performance of their functions on the project, company initiated training may be scheduled for employees in accordance with this clause. Any training that is initiated by the Employer will be delivered during normal working hours wherever possible and employees undertaking such training will not suffer any loss of pay for attending such training.

10.4.6

All expenses (such as accommodation) associated with or incurred by an Employee attending a training course as provided in this Clause shall be the responsibility of the Employer. An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of expenses associated with the course.

10.4.7

Where an employee has been notified of redundancy from the project and they have an occupational licence or ticket due to expire or expiring within three (3) months of the date of their redundancy, the Employee can request that the Employer arrange and pay for the renewal of that ticket on company time where it is reasonable to do so or other time as agreed to ensure that the occupational licence or ticket is renewed.

10.5 ELECTRONIC DEVICES

The use of electronic devices such as mobile phones, iPods, iPads and personal entertainment devices are restricted to meal and other breaks, except where an electronic device is required for the Employee's role or for an approved Work Health and Safety purpose. Cameras and the taking of photographs is not permitted by Employee (s) anywhere on the Project, unless with prior written authorisation from the Employer.

For clarity, these devices will not be used in the normal course of work, including whilst operating equipment, machinery and vehicles, unless it is an absolute requirement of the Employee's role. The unauthorised use of electronic devices in the normal course of work can result in disciplinary action which may include summary dismissal under Clause 9.4.

10.6 HEALTH AND SAFETY

10.6.1 Safety Commitment

- a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.
- b) The Employer has a legal obligation to exercise due diligence to ensure compliance with the workplace health and safety legislation and regulations.
- c) All employees are required to contribute positively to Project safety, including raising concerns regarding safety with the Employer.
- d) No employee will be required to work in any unsafe area or situation. An employee or employees may cease, or refuse to carry out work if they have reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.
- e) Health and Safety policies and procedures are not incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act 2011 and regulations being replaced or amended.

10.6.2 Induction Training

All Employees will be required to undertake an induction on or before their commencement on the Project that details key project info including:

- Project overview
- Project / site layout
- Relevant workplace health and safety, quality and environmental procedures
- Project code of conduct and workplace behavioural expectations
- Freedom of association
- Expectations when dealing with the public and local community
- Relevant work procedures
- Industrial Instrument
- Training opportunities
- First Nations People and cultural awareness training

On the successful completion of the induction training program, Employees will be issued with approved project identification which they must carry at all times when on the project.

10.6.3 Health and Safety Committee

The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the Work Health and Safety Act 2011 and corresponding Regulations.

The Employer and its Employees will comply with Part 5 of the WHS Act 2011 – Consultation, Representation and Participation in relation to the establishment of a health and safety committee.

10.6.4 Health and Safety Representatives

The parties to this agreement recognise the important role of health & safety representatives (HSRs). The HSRs have a key role in the early intervention in health and safety issues.

When requested, health and safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the employee is a member.

A health and safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees they represent.

10.6.5 HSE Issue Resolution Procedure

The parties to this Agreement commit to adhere to the HSE Issue Resolution Procedure established to address any Health, Safety & Environmental issues as they arise. This procedure will be in accordance with the WHS Act (Qld) 2011 and corresponding regulations. The parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.

The parties acknowledge the right of either party to appoint another person or representative to act on the behalf of the party in relation to resolving a HSE issue. The appointment of a representative that is not a party to this Agreement must be communicated in writing by the affected employee(s) to the other party and that representative must act in accordance with the HSE Issue Resolution procedure.

The requirement to access the premises or site facilities of the Employer by the appointed representative in order to settle the HSE issue, in the circumstances where the appointed representative is a Union official, a Right of Entry will need to be exercised. The Union official must hold both a Federal Fair Work right of entry permit and a Work Health and Safety Qld right of entry permit under a right of entry to enter the premises to represent employees in resolving a HSE issue.

Except in situations where there is a perceived immediate threat to employee health & safety, work will continue as normal whilst the issue is resolved.

10.7 DISPUTE RESOLUTION PROCEDURE

The Parties to this Agreement shall observe the following Dispute Resolution procedure in respect of disputes relating to the employment relationship, operation of this Agreement and the application of the National Employment Standards:

The Employer or employee may appoint a representative at any of the steps of the dispute process.

- 1) Parties to the dispute will first meet and confer by holding discussions between the employee/s concerned and an immediate supervisor/s.
- 2) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate.
- 3) If the matter remains unresolved, the Employer or employee may refer it to a more senior level of management for consideration.
- 4) In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission for conciliation.
- 5) Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration. Any decision, determination or outcome of the Fair Work Commission shall be consistent with the Code for the Tendering and Performance of Building Work Amendment Instrument 2022 (Amended Code) as replaced or varied from time to time.
- 6) The parties acknowledge the right of either party to appoint another person or representative to act on behalf of the party in relation to resolving the matter. The appointment of a representative that is not a party to this Agreement must be communicated to the other party in writing, by the affected employee(s), and that representative must act in accordance with this dispute resolution procedure. Access to the Employer premises or site facilities must be authorised by the Employer.
- 7) In the circumstances where the appointed representative is a Union official, a Right of Entry will need to be exercised in accordance with Part 3-4 of FW Act to enter the Employers' premises or site facilities. For clarity, the Union official must hold a valid Federal Fair Work right of entry permit to enter the premises to represent employees' in a dispute.
- 8) The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 9) Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue, and consideration and the needs of the business will remain a priority.

10.8 CONSULTATION

The Parties to the Agreement will be bound by the Consultation Term in Schedule 2.

10.9 FLEXIBILITY

The Parties to the Agreement will be bound by the Flexibility Term in Schedule 3.

10.10 THE ROLE OF EMPLOYEE REPRESENTATIVES

In this Agreement, 'Employee Representative' means a person employed on a project under this Agreement and who is duly elected or appointed by employees (who are also employed on the project under this Agreement). The Employee Representative remains a working employee and is not employed for the sole purpose of carrying out the duties of being an Employee Representative.

Employee Representatives have the right to be treated fairly and to perform their role without any discrimination in their employment.

The Employees must provide advice in writing to the Employer of the identity of Employee Representatives on site. The number of employee representatives' onsite will be agreed to by the employer and the employee group.

The Employer recognises the role of Employee Representative to represent Employees in employment matters.

The Employer shall allow an Employee Representative reasonable access to reasonable resources / facilities (e.g., telephone, computer, printing facility) when acting in the capacity of the Employee Representative.

These resources/ facilities will be available during working hours.

The Employer will therefore grant an Employee Representative reasonable time during the course of employment to:

- a) Represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
- b) Place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws. The employer reserves the right to remove any material that may be deemed offensive, inappropriate or damaging towards the company;
- c) Paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- d) Paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;
- e) Represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;
- f) Represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;
- g) Participate in any bargaining for an agreement to replace this Agreement.

10.11 TRAINING FOR EMPLOYEE REPRESENTATIVES

Each Employee representative, upon application in writing, shall be granted up to 5 days leave with pay each calendar year, non-cumulative, to attend courses conducted by an Employee Organisation party to this agreement or a training provider, that are designed to provide skills and competencies that will assist the Employee Representative to perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace.

The application to the Employer must be in writing, 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 shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.

Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement. Each employee on leave approved in accordance with this clause, shall be paid as per their roster, meaning they are paid the amount they would have received had they performed their work onsite which includes ordinary time earnings, allowances and overtime, where applicable.

An Employee Representative on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Employee Representative.

10.12 FIRST NATIONS

10.12.1

The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a representation of people who identify themselves as ATSI are employed on its project.

10.12.2

The Employer will ensure that all Employees receive cultural awareness training 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.

10.12.3

A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the Project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

10.12.4

The Employer is committed to improving employment opportunities for ATSI (Aboriginal Torres Strait Islanders) employees and will ensure:

- a) access to leave for participation in cultural and ceremonial activities;
- b) skill and career development opportunities for ATSI Employees; and
- c) the development of, retention and promotion for ATSI Employees on its projects.

10.12.5 Cultural Leave

First Nations Employees may access paid cultural leave of up to five days per year in accordance with the project leave request process. Cultural leave does not accrue year to year.

Cultural leave may be used to fulfil cultural or religious responsibilities that are not acknowledged by other forms of leave, including:

- a) attendance at NAIDOC activities;
- b) observe religious commitments not recognised as public holidays;
- c) participate in Indigenous ceremonies or events or procedures;
- d) provide support to family or community members;
- e) engage in land management practices;
- f) or similar matters

For clarity, paid cultural leave will be an employees' ordinary hours at their base rate and casual Employees are entitled to unpaid cultural leave.

No request for cultural leave will be unreasonably refused.

10.12.6 Unpaid leave

First Nations Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the NES). Such leave will be subject to the Employer's approval except for up to five-days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

11.0 CLASSIFICATION AND WAGE RATES

11.1 CLASSIFICATION DEFINITIONS

Employees shall be classified and paid in accordance with the following classification structure.

The classification structure is structured to facilitate the development and engagement of a multi-skilled and integrated workforce to perform the civil construction works covered by the agreement. Employees will be mobile and flexible across the various work activities on the project.

11.1.1 Civil Works

Classification	Description
CW 1	<ul style="list-style-type: none"> • An employee with less than 12 month's experience • General Labourer
CW 2	<p>An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:</p> <ul style="list-style-type: none"> • Skilled General Labourer • Basic servicing, maintenance of surface plant and equipment • Storeperson - care, maintenance and storage of all tools and equipment • Utilising tools & equipment in support of Construction Workers Level CW3 and above • Compaction plant up to 8 Tonne
CW 3	<ul style="list-style-type: none"> • Basic Rigging • Basic Scaffolding • Dogging • Concrete Worker / Finisher • Shotcreter • Pipe and Conduit Laying • Steel Fixer • Plant operator able to operate one or multiple minor plant and equipment ancillary to civil construction works, including: <ul style="list-style-type: none"> ○ Bobcat; ○ Forklift; ○ Telehandler; ○ Trucks up to 20 Tonne capacity (payload); ○ Cranes up to 25 Tonne; ○ Excavator up to 8 Tonne; ○ Backhoe; ○ Compaction plant > 8 Tonnes up to 25 Tonnes; ○ Hiab Operator
CW 4	<ul style="list-style-type: none"> • Intermediate Rigging • Intermediate Scaffolding

	<ul style="list-style-type: none"> • Concrete pump operator • Experienced Plant Operator able to operate one or multiple plant and equipment ancillary to civil construction works, including: <ul style="list-style-type: none"> ○ Cranes > 25 Tonne up to 50 Tonne; ○ Grader up to 137kw (Cat 12 and below); ○ Excavators up to .5 cubic metre capacity (> 8 Tonne and up to 20 Tonne operating weight); ○ Crawler Tractors up to 180kw (CAT D7 and below); ○ Scraper Loader up to 15 cubic metre heaped capacity (less than CAT 621); ○ Loaders up to 135kw (CAT 950 and below); ○ Trucks over 20 Tonne capacity (payload); ○ Compaction plant over 25 Tonne;
CW 5	<ul style="list-style-type: none"> • Leading Hand • Employees engaged as a tradesperson (trade qualified) • Formsetter • Advanced Rigger or Scaffolder • Advanced Plant Operator able to operate one or multiple plant and equipment ancillary to civil construction works, including: <ul style="list-style-type: none"> ○ Cranes > 50 Tonne up to 80 Tonne; ○ Grader over 137kw (Cat 14 and above); ○ Excavators over .5 cubic metre capacity (> 20 Tonne operating weight); ○ Crawler Tractors over 180kw (CAT D8 and above); ○ Scraper Loader over 15 cubic metre heaped capacity (Cat 621 and above); ○ Loaders over 135kw (CAT 960 and above); ○ Extruded barrier / slip-form machine;
CW 6	<ul style="list-style-type: none"> • Senior Leading hand (has performed a Leading Hand role for at least 5 years and who is appointed to this position by the Employer) • Specialist Plant Operator (Final Trim or equivalent skill level)

11.2 WAGES

The wage rates for each classification are as prescribed below. The wage rates shall compensate for all disabilities and/or special skills (other than those allowances which are otherwise expressly provided for within this Agreement) and/or special rates associated with, or likely to be associated with, work on, or in connection with, the Project including industry allowance, site or similar allowance.

11.2.1 Civil Works

Classification	Wage Rate (\$/hour) Effective from 1 July 2023
CW1	\$37.87
CW2	\$40.10
CW3	\$40.76
CW4	\$42.77
CW5	\$44.56
CW6	\$46.78

11.2.2 Apprentices and Traineeships

The wage rates for employees undertaking Apprentices and Trainees are prescribed below.

Provided where an employee is employed by the Employer immediately prior to commencing an apprenticeship or traineeship, the employee will not suffer a reduction in the ordinary time rate by virtue of entering into the contract of training.

11.2.3 Apprentices

The ordinary hours of work (36 hours per week) and other conditions of employment shall be in accordance with this Agreement.

An Apprentice shall receive the following percentage of the CW5 ordinary time rate:

- 1st Stage – 75%;
- 2nd Stage – 85%;
- 3rd Stage – 90%; and
- 4th Stage – 95%

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade. An Adult Apprentice will receive the apprentice rates contained in this clause or the CW3 rate, whichever is the higher.

11.2.4 Traineeships

- Trainees may be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- A Certificate II traineeship will consist of no less than 16 modules.
- A Certificate III traineeship will consist of no less than 24 modules.
- Trainees will be paid in accordance with the following table.

Type A Trainee	Level of Completion	Rate of Pay
Certificate II (part-time)	School based Trainee	60% of CW1 ordinary time rate
	Less than 12 Months	75% of Relevant Ordinary Time Rate
Certificate II (full-time)	12 months or more and satisfactory completion of required units of competency	80% of Ordinary Time Rate
	On completion	Ordinary Time Rate
Certificate III (part-time)	School based Trainee	60% of CW1 ordinary time rate
	Less than 12 months	70% of Ordinary Time Rate
Certificate III (full-time)	12 months but less than 24 months and satisfactory completion of required units of competency	80% of Ordinary Time Rate
	24 months or more and satisfactory completion of required units of competency	90% of Ordinary Time Rate
	On completion	Relevant Wage Rate

Trainees may undergo recognition of prior learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

11.2.5 Increases

Employees must be paid wages in accordance with Clause 11.2 from the first full pay period after the dates specified. The wages will increase as follows:

- 3.0% from the 1st July 2024;
- 3.0% from the 1st July 2025, and
- *3.0% from the 1st July 2026

*(*Percentage increase may be adjusted in accordance with Clause 8.0 No Extra Claims under the agreement).*

The above wage increases are only applied to the wage rates illustrated in Clause 11.2.1 and outlined in Schedule 1.

11.3 HIGHER DUTIES

- a) Where an employee on any day is required and has agreed to perform duties of a higher classification than the employee's ordinary classification, the employee will be paid at the higher ordinary time rate for the work performed.
- b) The employee will be paid the higher ordinary time rate for the entire day or shift if the employee is required to work at the higher classification for more than two (2) hours. Otherwise, the employee will be paid at the higher classification for the time worked.
- c) Following the completion of the activities under the higher classification, the employee will revert back to the ordinary time rate that is applicable to their classification prior to undertaking the higher duties.
- d) Notwithstanding the above, employees who are being trained to operate plant or equipment which would otherwise attract a higher ordinary time rate, will not be paid at the higher ordinary time rate until they are assessed as being competent, and are performing duties at the higher classification. This clause will be utilised by the Employer for the purposes of bona fide training and will not be used by the Employer to simply avoid payment to employees at a classification that attracts a higher ordinary time rate.

11.4 ALLOWANCES

11.4.1 Travel Allowance

A flat allowance of \$40.00 per day shall be paid to each employee for each day worked. This allowance will not be paid in the circumstances where the Employer provides the employee with a vehicle or transport to and from the project.

This allowance shall be a flat amount and not included in the calculation of overtime or other types of leave but shall be payable for any day upon which the employee in accordance with Employer's requirements, works or reports for work or allocation of work.

This allowance shall include compensation for any (excl 11.4.2) travelling time or expense incurred by employees travelling to and from the workplace and entry gates, car parks or transport means. No other payments for travelling to and from work will be payable to any employee.

11.4.2 Living away from home allowance.

Where an Employee is engaged on distant work, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

The living away from home allowance of \$85 (per night) shall be paid.

11.4.3 Productivity Allowance

An employee will receive a productivity payment of \$7.00 per hour for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this agreement.

This allowance will be in lieu of any special rates or allowances included in any Modern Award or other industrial instrument other than for those provided for in this Agreement.

This productivity allowance is a flat payment and will not be included in the calculation of overtime, leave or any shift or other loadings.

This allowance is not payable when employees leave site due to inclement weather, or are on any type of leave, or have been suspended with pay or are absent for any other reason, including public holidays, absence due to a work-related injury, or engage in any form of industrial action.

11.4.4 Meal allowance

In circumstances where an employee is required to work more than 2 hours of overtime Monday to Friday, a meal allowance payment of \$23.50 will be paid.

In the circumstances where an employee is required to work more than 8 hours overtime on either Saturday or Sunday, a meal allowance payment of \$23.50 will be paid.

11.4.5 Tradesperson allowance

An Employee engaged as a Tradesperson CW5 as prescribed at clause 11.1.1 of this Agreement will receive an hourly allowance, as prescribed below. This allowance is an all-purpose allowance. This allowance is inclusive of the tool allowance.

This allowance will be \$3.30 (per hour) for the life of the Agreement:

Employees may be required by the Employer to provide evidence of their qualifications related to their occupation to substantiate this allowance.

11.4.6 First Aid allowance

An employee who is qualified to provide first aid and is appointed by the Employer to be a first aid officer at a workplace will receive an allowance of \$4.50 per day actually worked as a flat rate.

11.4.7 Leading Hands

An employee appointed by their Employer to act as a Leading hand shall be paid an all-purpose hourly allowance for the life of the agreement as prescribed below when working in the capacity of a Leading hand:

In charge of	On commencement
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2-5 people	\$1.80 / hour
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6-10 people	\$2.30 / hour
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11+ people	\$3.20 / hour
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11.4.8 Health and Safety Representative

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of \$2.66 per hour.

11.4.9 Employee Representative

Where an employee is elected by Employees of the Employer as an Employee Representative in accordance with Clause 10.10, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, or the Employee's usual classification. In addition, an Employee Representative is entitled to an all-purpose hourly allowance of \$2.66 per hour.

For clarity, an Employee is only entitled to either the HSR allowance or Employee Representative all-purpose hourly allowance. Notwithstanding, no Employee Representative will suffer a reduction in pay as a result of the implementation of this clause.

11.5 PROJECT PARTNERSHIP PAYMENT

This is an incentive payment to develop and retain a skilled workforce for the Project.

All employees covered by this Agreement who successfully complete the probation period, will be entitled to the Project Partnership Payment. The payment will be \$55.00 for each week the employee attends work or on authorised paid leave on the Project.

The employee will be eligible for the partnership payment on completion of nine (9) months service with the Employer. The payment will be credited from the employee's commencement date. The payment will be made on termination from the Project, however if an employee resigns prior to nine (9) months continuous service on the Project, or is terminated for serious misconduct, this payment will be forfeited.

Notwithstanding the above, this payment will be paid to employees on demobilisation from the Project at the initiation of the Employer. That is, if the employee's duties are no longer required and the employee has not performed nine (9) months service, this payment will continue to apply and will form part of the employee's termination payment.

11.6 SUPERANNUATION

Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

- 11% - effective first full pay period July 2023; and
- 11.5% - effective first full pay period July 2024; and
- 12% - effective first full pay period July 2025

Employees engaged on full-time equivalent hours are entitled to a minimum employer contribution of \$255 per week.

The Employer shall ensure that superannuation contributions pursuant to this clause are made into an eligible choice fund and that such fund is a fund that offers a MySuper product or is an exempt public sector scheme.

All employees will be provided with the opportunity to nominate their individual eligible choice fund.

Where an employee does not nominate a superannuation fund Australian Super or CBUS will be the default fund.

11.7 INCOME PROTECTION

The Employer will maintain income protection insurance (sickness and injury) for employees covered by this Agreement. The benefit will be provided by Chifley Services Limited or another provider as agreed between the parties. The cost to the Employer shall not exceed \$54.30 per person per week initially and then shall increase by no more than 3.0% per annum from the dates applicable to the increases to the Base Rate.

The premium will be reviewed annually to ensure that the premium is market competitive for the product provided.

11.8 REDUNDANCY

Redundancy will be in accordance with the Modern Award.

The employer will contribute \$170.00 per week to ACIRT redundancy fund for full-time permanent employees to offset liability for payments arising in terms of this clause. Part-time and Casual employees will be eligible for ACIRT payments on a prorata basis.

11.9 PAYMENT OF WAGES

The employees will be paid weekly by electronic funds transfer.

12.0 HOURS OF WORK AND OVERTIME

12.1 HOURS OF WORK

- a) The ordinary hours of work shall be an average thirty-six (36) per week averaged over a nominated work cycle of up to maximum of 26 weeks.
- b) The daily ordinary hours shall be worked between the hours of 6.00am and 6.00pm Monday to Friday. These hours may be varied for up to one hour for reasons including, but not limited to, an earlier commencement due to available summer daylight hours. The daily ordinary hours will be a maximum of 8 hours per day. In the case of shift workers, the ordinary hours of work can be worked on cycles that include weekends.
- c) The work cycles will be nominated by the employer. A work cycle can change by reasonable notice and consultation. For the purposes of this subclause, reasonable notice means seven (7) days.
- d) The start and finish times will be determined by the Employer within the span of hours and may vary between work groups to suit the project.
- e) The starting time will be at the employer's pre-start or toolbox meeting.

12.2 DAY WORKERS

Day work is where an employee is required to work ordinary hours of work between the hours of 6:00am and 6:00pm, Monday to Friday.

12.2.1 Weekdays

Day workers will be paid at their ordinary time rate and relevant allowances for the ordinary hours worked on a weekday.

Overtime will be paid at time and a half for the first two (2) hours and double time for all time thereafter.

12.2.2 Saturday

Day workers will be paid at time and a half for the first two (2) hours of overtime worked on a Saturday and double time thereafter.

A day worker required to work on a Saturday will be paid for a minimum four (4) hours work.

12.2.3 Sunday

All hours worked by Day Workers on a Sunday will be paid at double time.

A day worker required to work on a Sunday will be paid a minimum four (4) hours work.

12.2.4 Meal Breaks and Rest Pauses

There will be a meal break and a rest pause for each shift or day where a minimum of eight (8) hours are worked Monday to Friday. The meal break shall be thirty minutes duration and will be unpaid. The rest pause will be twenty minutes duration and paid.

When an employee is required to work overtime for more than 2 hours after the conclusion of their ordinary hours Monday to Friday, the employee must be allowed to take a paid crib time of 20 minutes' duration immediately after their finishing time and, after each 4 hours of continuous work, a paid crib time of 30 minutes' duration.

In the event of an employee remaining at work after conclusion of their ordinary hours without taking the crib time of 20 minutes and continuing at work for a period of more than 2 hours, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

An employee required to work overtime on a Saturday, Sunday or rostered day off shall be allowed a 20-minute paid crib break after four (4) hours worked if the work is scheduled to continue after the break. Payment for the crib break shall be at the prevailing overtime rate. A second meal break of 20 minutes shall be due if working more than 8 hours (exclusive of the first crib break) and paid at the prevailing overtime rate. Subsequent paid meal breaks are due every 4 hours.

The times of taking the breaks will be as agreed between the Employer and majority of employees affected and may be staggered by the Company to meet work requirements. In the absence of agreement, the Company is entitled to determine the time of taking meal breaks.

If the Company requires an employee to work during a meal break for continuous works such as concrete work or paving machine operations, the break(s) will be taken prior to the conclusion of ordinary time, provided that the employee is provided opportunity to eat and drink refreshments during the continuous works. If a meal break(s) is not taken by the conclusion of ordinary hours, a payment of 1 hour at the employee's applicable double time rate will be made in addition to actual hours worked for that day.

In circumstances, other than continuous works, where an employee is directed to work during the meal break, the employee will be paid at double time until the meal break is taken.

12.3 SHIFT WORKERS

Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with project needs. Shift work shall mean the working of afternoon or night shift as defined in this clause. The requirement to work shift work will only occur after consultation with the appropriate employees.

12.3.1 Shift Definitions

For the purpose of this Agreement, shift work will be defined as a requirement to perform 5 or more continuous rostered shifts as further defined below:

- An afternoon shift is defined as a roster whereby the ordinary hours of work commence between 10.00am and before 8.00pm.
- A night shift is defined as a roster whereby the ordinary hours of work commence between 8.00pm and before 6.00am. Except where the commencement of the shift is a day shift varied in accordance with 12.1(b)

For clarity, Day work (i.e. work commencing between 6.00am and 10.00am) that does not form part of shift roster is not shift work.

In the event that shift pattern is less than 5 continuous rostered shift, the applicable shift loading for the ordinary hours will be time and a half for the first two (2) hours and double time thereafter.

12.3.2 Weekdays

- a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
 - Day Shift – Ordinary Time Rate
 - Afternoon Shift – Ordinary Time Rate plus 30% loading of Ordinary Time Rate.
 - Night Shift – Ordinary Time Rate plus 50% loading of Ordinary Time Rate.
- b) The above shift work loadings of the ordinary time rate will only be paid on the ordinary hours of work, Monday to Friday.
- c) All time worked in excess of a shift worker's ordinary hours, Monday to Friday, will be paid at double time. The overtime rate will apply in lieu of the shift work loadings.

12.3.3 Saturday

- a) All hours worked by a shift worker on Saturday will be paid at double time for all hours worked.
- b) A shift worker required to work on a Saturday will be paid a minimum four (4) hours work.
- c) The overtime rate applying to a Saturday shift will be in lieu of the shift work loadings.

12.3.4 Sunday

- a) All hours worked by a shift worker on Sunday will be paid at double time for all hours worked.
- b) A shift worker required to work on Sunday will be paid a minimum of four (4) hours at double time.
- c) The overtime rate applying to a Sunday shift will be in lieu of the shift work loadings.

12.3.5 Meal Breaks and Rest Pauses

- a) Shift workers will receive a paid rest pause of 20 minutes and a paid meal break of 30 minutes for each shift, to be treated as time worked.
- b) This break will be taken at times to suit continuity.

12.3.6 Weekend overtime

The Employer is committed to providing reasonable notice to Employees of any cancellation of weekend overtime. To this end, notice will generally be provided prior to the normal meal break on Thursday. Where the Employer is unable to give such notice the Employer may offer/cancel such overtime by notifying affected Employees before the finish time of ordinary hours on Friday

Employees required to work on a Saturday or Sunday will be afforded a minimum 4 hours work.

If overtime is cancelled after the finish of ordinary hours on Friday, Employees will be paid 4 hours at the aforementioned overtime rates.

12.4 ROSTERED DAYS OFF

For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO")

In respect of the works, there will be thirteen (13) scheduled RDO's for each calendar year. Outlined in Schedule 4 are the RDO calendars.

In the event that there is a requirement for work to be carried out on scheduled RDO's, the Employer will, in advance of this requirement, notify, consult and reach an agreement with affected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.

The following is agreed in respect of RDOs:

- a) If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances.
- b) Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Base Rate at the time of termination.
- c) RDO's do not accrue while Employee's are on unpaid or unauthorised leave or while taking RDOs.
- d) With a view to ensuring employees actively manage personal fatigue and wellbeing, excessive banking of RDOs will also be actively monitored and managed.
- e) An Employee may request to cash out a maximum of 6 days of banked RDO's or as agreed to by the Employer.

12.5 RECALL

An employee recalled to work overtime after leaving the site on any day Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is recalled.

Except in the case of unforeseen circumstances arising, the employees shall 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 overtime shall not be regarded as overtime for the purpose of Clause 12.6 when the actual time worked is less than four hours on the recall or on each of the recalls.

12.6 REST PERIOD

An employee who works overtime shall have at least a ten-hour rest period between the end of ordinary/overtime hours on any one day and start of ordinary hours on the next day.

If requested by the employer, the employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double time until he or she is released from duty for a ten-hour rest period. The employee shall then be entitled to be absent without loss of pay for ordinary working hours occurring during the ten-hour rest period.

12.7 INCLEMENT WEATHER

12.7.1

The intent of the parties is for disruption to work on the Project to be minimised during periods of inclement weather.

12.7.2

During inclement weather, work will continue unless the nominated Employer representative in agreement with the nominated employee safety committee representative or Health & Safety Representative for that work area determines it is not safe to do so.

12.7.3

Employees will return to work when it has been determined that it is safe to do so by the nominated Employer representative in agreement with the nominated employee safety committee representative or Health & Safety Representative.

12.7.4

Inclement weather does not automatically create unsafe working conditions and an Employee is not entitled to leave the Project because of inclement weather.

12.7.5

In order to improve this area of lost productivity the following will apply to all Employees:

- 1) Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, and that work is within the scope of the employee's skill, competence and training.
- 2) The employer and employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather.
- 3) Non-productive time arising from inclement weather can be used for project briefings or safe work procedure briefings and discussion of major work activities.
- 4) The employer and employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather.
- 5) The practice of 'one out all out' for inclement weather will not occur. Should a portion of the project be affected by inclement weather, all other employees not so affected will continue working in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.

12.7.6

Workers in air-conditioned cabins will continue work during periods of Inclement Weather unless the employee determines it is not safe to do so.

12.7.7

All Employees will be available to clean up and dewater relevant work areas as directed by the Employer following inclement weather. The dewatering and clean-up process is not considered inclement weather for the purposes of any penalty payment.

12.7.8

Where the Employer determines that a transfer is not practical, affected permanent employees will be entitled to payment for ordinary time lost through inclement weather for up to 32 hours (non-cumulative) per calendar month.

12.7.9

Employees will be credited with:

- 32 hours where the Employee commences on any working day within the first week of a 4-week period.
- 24 hours where the Employee commences on any working day within the second week of a 4-week period.
- 16 hours where the Employee commences on any working day within the third week of a 4-week period; and
- 8 hours where the Employee commences on any working day within the fourth week of a 4-week period.

12.7.10

Payment may be made from an Employee's wet weather credits where the Employer advises the Employee no later than the day before that the Employee should not report for work due to wet weather or expected wet weather.

12.7.11

Critical Work in Inclement Weather – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work will be the completion and protection of concrete pours, emergency work, or work required to ensure safety or environmental legal compliance.

In situations where the weather has been declared inclement and an Employee is requested and agrees to work in the rain (subject to appropriate safety procedures being in place) the Employee will be provided with wet weather gear, as appropriate and with safety equipment and respite to minimise the impact of work in the rain.

Employees will be paid a 100% loading in addition to the Employee's ordinary Wage Rate for all work performed in Inclement Weather. The additional payment above the Wage Rate will not apply to Employees working in dry situations, which includes but is not limited to working on plant with a weatherproof cabin and/or working undercover, who will continue to work the normal Project hours.

On completion of work in Inclement Weather and where it is expected that the Inclement Weather will cease in a timeframe where meaningful work can be undertaken:

- 1) Employees may be provided with additional dry clothing to allow ordinary work to continue; or
- 2) With the approval of the general superintendent or equivalent, employees who carry out critical work in inclement weather and who get wet as a result may be allowed to go home when critical work is completed.
- 3) Employees who are sent home with the approval of the general superintendent within their ordinary time hours, will be paid their ordinary rate of pay. Employees who are sent home with the approval of the general superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

13.0 CONDITIONS OF EMPLOYMENT

13.1 ANNUAL LEAVE

13.1.1 Entitlement

A permanent employee shall be entitled to be paid annual leave at the rate of four (4) weeks of ordinary time for each year of continuous service consistent with the Fair Work Act 2009 (Cth). The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Notwithstanding the above, an employee defined as a shift worker for the purposes of the National Employment Standards (NES) will be entitled to an additional week of annual leave as provided for in the NES.

13.1.2 Calculation of Annual Leave Pay

Payment for annual leave

- a) Instead of the base rate of pay, an employee under this agreement must be paid the amount which they would have received for working ordinary time hours if they had not been on leave.

- b) In addition to the payment prescribed in clause (a), an employee must be paid during a period of annual leave a loading of 17.5% calculated on that amount. This loading will also be payable on accrued leave paid out on termination of employment.
- c) Instead of the payment in respect of annual leave loading provided for in clause (b), an employee who would have worked on shift work had they not been on leave and where the employee would have received shift loadings prescribed by clause 12.3.2, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 12.3.2 will be included in the rate of wage prescribed by clause (a) instead of the 17.5% loading.

13.1.3 Taking of Annual Leave

The taking of annual leave will be subject to mutual agreement and at times convenient to the requirements of the Project. The Employer by giving one (1) months' notice may require employees to take annual leave for an annual shutdown.

13.2 PAYMENT ON TERMINATION

An employee on termination will be paid the accrued untaken annual leave based on the period of service. This payment will include the 17.5% annual leave loading.

13.3 PERSONAL/CARERS LEAVE

13.3.1 Entitlement

A permanent employee shall accrue paid personal/carers leave at the rate of 10 days for each year of continuous service consistent with the Fair Work Act 2009 (Cth). Personal/carers leave will be paid at the employee's ordinary rate of pay for ordinary hours for the period of leave.

Personal/carers leave shall not apply for illnesses or injury covered by worker's compensation. An employee shall not be entitled to be paid personal/carers leave for more ordinary hours than the employee would have worked on that day.

13.3.2 Payment

Personal/carers leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours and the employee must meet the following requirements:

- Have a credit entitlement to a period of leave,
- Notify the Employer of the absence as soon as possible,
- Advise the Employer how long the absence on personal/carers leave is likely to be,
- Provide evidence satisfactory to a reasonable person of the illness or injury. An employee absent on personal/carers leave for more than two (2) consecutive days or on more than two (2) single days in any year may be required by the Employer to produce a medical certificate from a qualified medical practitioner or statutory declaration stating the nature of the illness and the period the employee will be unable to work.

13.3.3 Deduction from Personal/carers Leave Credits

Personal/carers leave debits will be equivalent to the ordinary hours an employee would have worked had they not been on personal/carers leave.

13.3.4 Personal/carers Leave Cumulative

Personal/carers leave shall accumulate from year to year.

13.3.5 Carers Leave

An employee may use accrued personal/carers days as carers leave to tend to the care or support to a member of the employee's immediate family, or a member of the employee's household. The leave will be subject to the employee providing reasonable proof of the need for the use of carer's leave. In circumstances where the employee has exhausted all of the paid leave, a further two (2) days unpaid leave may be taken per occasion. Casual employees shall be entitled to a maximum of two (2) unpaid days per occasion.

13.4 PARENTAL LEAVE

Employees will be entitled to Parental Leave in accordance with the Fair Work Act 2009 (Cth).

13.5 COMPASSIONATE LEAVE

A permanent employee may take compassionate leave when a member of the employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life or dies. Compassionate leave shall be a maximum of two (2) paid days per occasion. Compassionate leave for casual employees shall be a maximum of two (2) unpaid days per occasion.

The following are members of an employee's immediate family:

- a) a spouse or de-facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.
- c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

13.6 COMMUNITY SERVICE LEAVE

Employees will be entitled to Community Service Leave in accordance with the Fair Work Act 2009 (Cth).

13.7 FAMILY AND DOMESTIC VIOLENCE LEAVE

This clause applies to all employees, including casuals.

13.7.1 Definitions

- a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- b) A reference to a spouse or de facto partner in the definition of family member in clause 13.7.1(i) includes a former spouse or de facto partner.

13.7.2 Entitlement to paid leave

An employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

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

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The Employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

Note 3 : The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

13.7.3 Taking further unpaid leave

An employee may take further unpaid leave to deal with family and domestic violence if the employee:

- a) is experiencing family and domestic violence; and

- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

13.7.4 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

13.7.5 Notice and evidence requirements

a) Notice

An employee must give their Employer notice of the taking of leave by the employee under clause 13.7. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

b) Evidence

An employee who has given their employer notice of the taking of leave under clause 13.7 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 13.7.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

13.7.6 Confidentiality

- a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 13.7.6 is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in clause 13.7.6 prevents an Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

13.7.7 Compliance

An employee is not entitled to take leave under clause 13.7 unless the employee complies with clause 13.7.

13.8 LONG SERVICE LEAVE

All Employees shall be entitled to long service leave in accordance with the relevant State Legislation. The Employer will ensure that any registration necessary for the purpose of Portable Long Service Leave Schemes will be undertaken.

13.9 PUBLIC HOLIDAYS

All permanent employees shall be entitled to the following public holidays without loss of pay:

- Christmas Eve (From 6.00pm to midnight)
- Christmas Day
- Boxing Day
- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday

- Easter Sunday
- Easter Monday
- Anzac Day
- Labour Day
- King's Birthday
- Any additional public holiday prescribed by legislation or gazetted for the district and/or state that the employee is working in (e.g. Show Day).

Any employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half for all time worked.

All employees will be entitled to a minimum engagement of four (4) hours for all public holiday work performed.

It will be available for the employer and the individual employee by agreement to substitute the nominated public holidays for another day and the prescriptions of this clause will apply to the substituted day.

14.0 JOB SECURITY

Without limiting the Employer's right to determine its operational requirements, the Parties to this Agreement will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

The Employer recognises that in certain circumstances the use of subcontractors and labour hire may affect the job security of Employees covered by this Document.

The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by the Employer's direct workforce covered by this Agreement, the Employer must consider any matters raised in consultation by potentially affected employees before making any final decision to engage subcontractors or supplementary labour.

Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

As soon as practicable after being awarded a contract, upon request from the Employee Representative, the Employer shall inform the Union via its Employee Representative which subcontractors have been engaged for the project.

Labour hire employees engaged by the Employer on works that are usually performed by the Employer under this Agreement will receive the following minimum entitlements that are equivalent or are no less favourable overall for wage rates, allowances, hours of work including RDO accrual, and penalties, as prescribed by this enterprise agreement.

No permanent employee will be made redundant whilst labour hire employees are performing work within the same classification that would usually be performed by that permanent employee. Provided that this subclause will not apply in respect of labour hire engaged for top up and intermittent works.

This clause does not apply in respect of specialist contractors who do not fall within the scope of the Agreement.

15.0 SIGNATURE PROVISIONS

Employer

Signed by:

 Date: 7/5/2024

Full Name: ARIAN JOHN BAKER

For and on behalf of **Protech Personnel Pty Ltd** of Building 14, Level 1, 2728 Logan Road, Eight Mile Plains QLD 4113.

Position in Company: EXECUTIVE GENERAL MANAGER

Witnessed by:

 Date: 7/5/24

Full Name: Simon Garth Hallmann

Signed by:

 Date: 7/5/2024

Full Name: Natalie Stewart

For and on behalf of **Protech Northern Region Pty Ltd** of Building 14, Level 1, 2728 Logan Road, Eight Mile Plains QLD 4113.

Position in Company: Group People Director

Witnessed by:

 Date: 7/5/24

Full Name: Simon Garth Hallmann

Australian Workers Union

Signed by:

 Date: 13th May 2024

Full Name: Stacey Lee Schinnerd

For and on behalf of **Australian Workers Union** of Level 13, 333 Adelaide Street, Brisbane, QLD 400

Title: Queensland Branch Secretary

Witnessed by:

 Date: 13th May 2024

Full Name: Jeehan Habib

SCHEDULE 1

Wage Increases

CIVIL WORKS

Classification	%	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026
CW1	85%	\$37.87	\$39.01	\$40.18	\$41.38
CW2	90%	\$40.10	\$41.30	\$42.54	\$43.82
CW3	92%	\$40.76	\$41.98	\$43.24	\$44.54
CW4	96%	\$42.77	\$44.05	\$45.37	\$46.73
CW5	100%	\$44.56	\$45.89	\$47.26	\$48.68
CW6	105%	\$46.78	\$48.19	\$49.63	\$51.12

SCHEDULE 2

CONSULTATION TERM

- 1) This Clause applies if the Employer:
 - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 2) For a change referred to in paragraph (1)(a):
 - a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - b) clauses 2.1 to 2.6 of this Consultation Term apply.
- 2.1) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 2.2) If:
 - a) A relevant Employee appoints, or relevant Employees appoints, a representative for the purposes of consultation; and
 - b) The Employee or Employees advise the Employer of the identity of the representative.The Employer must recognise the representative.
- 2.3) As soon as practicable after making its decision, the Employer must:
 - 2.3.1) Discuss with the relevant Employees:
 - a) The introduction of the change.
 - b) The effect the change is likely to have on the Employees; and
 - c) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 2.3.2) For the purposes of the discussion provide, in writing, to the relevant Employees:
 - a) All relevant information about the change including the nature of the change proposed; and
 - b) Information about the expected effects of the change on the Employees; and
 - c) Any other matters likely to affect the Employees.
- 2.4) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.5) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 2.6) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation not the enterprise of the Employer, the requirements set out in Clauses 2(a), 2.1 and 2.3 of this Consultation Term are taken not to apply.
- 2.7) A major change is likely to have significant effect on Employees if it results in:
 - a) the termination of the employment of employees; or
 - b) change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 3) For a change referred to in paragraph (1)(b):
 - a) the Employer must notify the relevant employees of the proposed change; and
 - b) subclauses (4) to (9) apply.
- 4) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 5) If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the Employer of the identity of the representative.

The Employer must recognise the representative.

- 6) As soon as practicable after proposing to introduce the change, the Employer must:
 - a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7) If a term of this Agreement provides for a change or modification of rosters or ordinary hours of work, the requirements set out in Clause 6 of this Consultation Term are taken not to apply.
- 8) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

SCHEDULE 3

FLEXIBILITY TERM

- 1) An Employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) The agreement deals with one or more of the following matters:
 - (i) Arrangements about when work is performed;
 - (ii) Arrangements that deals with the taking of rest breaks; and
 - b) the arrangement meets the genuine needs of the Employer and employee in relation to the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the Employer and employee.
- 2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 3) The Employer must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the Employer and employee; and
 - c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and (e) states the day on which the arrangement commences.
- 4) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5) The Employer or employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Employer and employee agree in writing at any time.

SCHEDULE 4

RDO and Public Holiday Calendar 2023

Employee Representatives and the AWU will be consulted on the subsequent RDO calendars which will be posted to noticeboards by 31st October for the following year. The number of scheduled RDO's per year will not increase.

2024 RDO and Queensland Public Holidays Calendar

Public Holidays (Queensland)

FHHMJV RDO

January 2024							February 2024							March 2024							April 2024						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
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5	6	7	8	9	10	11	5	6	7	8	9	10	11	4	5	6	7	8	9	10	1	2	3	4	5	6	7
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26	27	28	29				26	27	28	29				25	26	27	28	29	30	31	22	23	24	25	26	27	28
29	30	31																			29	30					

May 2024							June 2024							July 2024							August 2024						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
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September 2024							October 2024							November 2024							December 2024						
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