



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Wallace Family Trust T/A Wallace Concrete Pumping**  
(AG2023/3588)

## **WALLACE CONCRETE PUMPING PTY LTD ENTERPRISE AGREEMENT 2023 - 2027**

Building, metal and civil construction industries

DEPUTY PRESIDENT BEAUMONT

PERTH, 12 OCTOBER 2023

*Application for approval of the Wallace Concrete Pumping Pty Ltd Enterprise Agreement  
2023 - 2027*

[1] Wallace Family Trust T/A Wallace Concrete Pumping (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *Wallace Concrete Pumping Pty Ltd Enterprise Agreement 2023 - 2027* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Agreement was approved on 12 October 2023 and, in accordance with s 54, will operate from 19 October 2023. The nominal expiry date of the Agreement is 12 October 2027.



DEPUTY PRESIDENT

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**WALLACE CONCRETE PUMPING PTY LTD  
ENTERPRISE AGREEMENT  
2023 - 2027**

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**1. TITLE**

- 1.1** This Agreement shall be known as the Wallace Concrete Pumping Pty Ltd Enterprise Agreement 2023 – 2027.

**2. DEFINITIONS**

- 2.1** In this Agreement, unless the contrary intention appears:

2.1.1 The “Agreement” means the Wallace Concrete Pumping Pty Ltd Enterprise Agreement 2023 - 2027.

2.1.2 The “Company” means Wallace Family Trust trading as Wallace Concrete Pumping Pty Ltd.

2.1.3 “Construction work” means all work performed in connection with the construction, alteration, extension, restoration, maintenance, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent in, or in connection with the operations of the Company.

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

2.1.5 “FWC” means Fair Work Commission.

2.1.6 The “FW Regulations” means regulations made under the FW Act.

2.1.7 “Workplace Right” has the same meaning as that contained in Section 341 of the FW Act as far as this applies to Employees.

2.1.8 “Adverse Action” has the same meaning as that contained in Section 342 of the FW Act as far as this applies to Employees.

2.1.9 “Superannuation legislation” means the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Industry (Supervision) Act 1993 (Cth)

2.1.10 The “National Employment Standards” (NES) are minimum standards applying to employment conditions.

2.1.11 “Distant Work” means work at locations where it is not reasonable or possible for the Employee to return to their normal place of residence, or to any separately maintained residence, each night.

2.1.12 “Employee” means a person:

- (a) employed by the Company; and
- (b) who performs work in any State or Territory in Australia; and
- (c) who performs work in accordance with the classifications covered by this Agreement, and
- (d) has the meaning in the FW Act.

2.1.13 “The Company” has the same meaning as “Employer” as defined in the FW Act.

2.1.14 “Employee Representative” means a person:

- (a) who is an Employee; or

- (b) chosen and appointed by an individual Employee or a number of Employees to represent them in relation to the terms of this Agreement; or
- (c) who acts on the instructions of the Employee or Employees.

2.1.15 "Parties" to this Agreement shall mean the Company and the Company's Employees engaged on work classified in this Agreement.

2.1.16 "Weekly Hire Employee" – is an Employee engaged on a full-time or part-time basis and is entitled to the notice of termination provisions of the FW Act as defined in this agreement and who works 38 ordinary hours per week as a full-time Employee or who works an average of fewer than 38 ordinary hours per week as a part-time Employee.

2.1.17 "Leading Hand" – is an Employee who is required to supervise or direct or be in charge of another Employee or other Employees.

### **3. POLICIES, AWARDS AND AGREEMENTS**

#### **3.1 Duration of Agreement**

3.1.1 This Agreement shall come into operation seven (7) days after the Agreement is approved by FWC under the FW Act.

3.1.2 The Agreement has a nominal expiry date of four (4) calendar years from the date of approval by the FWC.

3.1.3 The Agreement shall continue to apply beyond its expiration date until it ceases to operate by virtue of the operation of Sections 58, 224 or 227 of the FW Act.

#### **3.2 Application**

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

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

#### **3.3 Scope**

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

#### **3.4 Relationship to other Awards, Agreements and the National Employment Standards**

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

3.4.2 The relevant Award for purposes of applying the Better-Off-Overall test to this Agreement is the Building and Construction General On-site Award 2020. The provisions of this Award are expressly incorporated into the terms and conditions of this Agreement.

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

3.4.4 This Agreement 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.

### **3.5 No Extra Claims Commitment**

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

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

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

## **4. CONTRACT OF EMPLOYMENT**

### **4.1 Engagement of Employees**

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

- (a) Full-time weekly hire Employees
- (b) Part-time weekly hire Employees
- (c) Casual Employees

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

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

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

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

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

4.1.6 The Company shall give each Employee a copy of the Fair Work Information Statement as provided for in section 124 of the FW Act, before, or as soon as practicable, after an Employee commences employment.

### **4.2 Full-Time or Part-Time Employment**

4.2.1 All full-time or part-time Employees engaged in building and construction work shall be employed on a weekly hire basis. A full-time Employee shall work an average of 38 hours per week calculated over a four (4) week period. A part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.

4.2.2 For each ordinary hour worked, a part-time Employee will be paid no less than the hourly



rate of pay for the relevant classification and pro rata entitlements for those hours. The Company must inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

- 4.2.3 Where the normal hours of a part-time Employee fall on a public holiday and work is not performed by the Employee, such Employee will not lose pay for the day.
- 4.2.4 A part-time Employee may agree to work additional hours to those they are contracted to perform. Where this occurs, overtime payment in accordance with clause 7.3 shall be paid when such Employee works in excess of their ordinary contracted hours.
- 4.2.5 The Company and a part-time Employee may agree, in writing to alter the contracted days and / or hours upon which the Employee works. Where these hours fall within the ordinary hours of work prescribed in clause 7.1, the agreed variation will form the ordinary hours of work for the part-time Employee. In this circumstance, hours in excess of the original contracted part-time hours of work shall not attract any overtime penalty unless such hours fall outside the ordinary hours prescribed in clause 7.1.

### **4.3 Casual Employment**

- 4.3.1 A casual Employee is one who is engaged as a casual and paid in accordance with the provisions of this clause.
- 4.3.2 A casual Employee shall be paid a 25% loading on the applicable ordinary time hourly rate in accordance with the calculation as prescribed in **Table B** in Appendix 2 of this Agreement for the Employee's classification, for each hour of ordinary duty worked. This casual loading shall not attract any premium or penalty.
- 4.3.3 Subject to the provisions of clause 7.1.2 of this Agreement, where a casual Employee performs overtime work, weekend work or public holiday work, the penalty payment applicable shall be calculated using the rates set out in **Table B** of Appendix 2 of this Agreement and applying the following penalty rates in accordance with clause 7.3 and 7.4 of this Agreement as appropriate:
  - (a) Time and a half - 175% of the ordinary time hourly rate;
  - (b) Double time - 225% of the ordinary time hourly rate;
  - (c) Double time and a half - 275% of the ordinary time hourly rate.
- 4.3.4 On each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours' work, plus any relevant allowances for time actually worked.
- 4.3.5 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except payment for annual leave, annual leave loading, personal / carers leave, jury service, public holidays not worked, redundancy, and rostered days off.

### **4.4 Conversion from Casual to Ongoing Employment**

- 4.4.1 Offers and requests for conversion from casual employment to full-time or part-time employment will be actioned in accordance with the provisions below.
- 4.4.2 For the avoidance of doubt, the ability to request conversion to full-time is only available to casual Employees. A part-time Employee cannot utilise this provision to request conversion to full-time employment.
- 4.4.3 The ability to request conversion only applies if there are more than fifteen (15) Employees on an ordinary headcount who are subject to the Agreement. This

headcount does not include casual Employees but does include regular casual Employees.

4.4.4 The Company must make an offer to a casual Employee for that Employee to convert their employment from casual to either full-time or part-time if:

- The Employee has been employed by the Company for a period of twelve (12) months beginning the day the employment started; and
- During at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).

4.4.5 The offer outlined at clause 4.4.4 must:

- Be in writing; and
- Be an offer for the Employee to convert in accordance with one of the following criteria:
  - For an Employee that has worked the equivalent of full-time hours during the period referred to in 4.4.4 (a) to full-time employment; or
  - For an Employee that has worked less than the equivalent of full-time hours during the period referred to 4.4.4(a) to part-time employment that is consistent with the regular pattern of hours worked during that period; and
  - Be given to the Employee within the period of 21 days after the end of the 12 months period referred to in 4.4.4(a).

4.4.6 Despite clause 4.4.4, the Company is not required to make an offer under that clause to a casual Employee if:

- there are reasonable grounds not to make the offer; and
- the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

4.4.7 Reasonable grounds for not deciding to make an offer include but are not limited to the following:

- the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
- the hours of work which the Employee is required to perform will be significantly reduced in that period;
- there will be a significant change in either or both of the following in that period:
  - the days on which the Employee's hours of work are required to be performed;
  - The times at which the Employee's hours of work are required to be performed, which cannot be accommodated within the days or times the Employee is available to work during that period;
  - Making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or Territory.

4.4.8 The Company must give written notice to a casual Employee if:

- The Company decides under clause 4.4.5 not to make an offer to the Employee; or
- The Employee has been employed by the Company for the 12 month period referred to in clause 4.4.4(a) but does not meet the requirement referred to in paragraph 4.4.4(b).

- 4.4.9 The written notice referred to at clause 4.4.7 must:
- Advise the Employee that the Company is not making an offer under clause 4.4.4; and
  - Include details of the reasons for not making the offer (including any grounds on which the Company has decided to meet the offer); and
  - Be given to the Employee 21 days after the end of the 12 month period referred to in clause 4.4.4(a).
- 4.4.10 The Employee must give the Company a written response to the offer within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer. If the Employee fails to give the Company a written response the Employee is taken to have declined the offer.
- 4.4.11 If the Employee accepts the offer, the Company must, within 21 days after the day the acceptance is given to the Company, give written notice to the Employee of the following:
- Whether the Employee is converting to full-time employment or part-time employment;
  - The Employee's hours of work after the conversion takes effect;
  - The day the Employee's conversion to full-time employment or part-time employment takes effect.
- 4.4.12 However, the Company must discuss with the Employee the matters the Company intends to specify for the purposes of clauses 4.4.10(a), (b) and (c) before giving the notice.
- 4.4.13 The day specified for the purposes of clause 4.4.10(c), must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and the Company agree to another day.
- 4.4.14 If for any reason the Company neglects to make the offer outlined above, a residual right of conversion arises. Such a residual offer will be subject to the terms outlined for residual offers in the NES.

#### **4.5 Flexibility Arrangements**

- 4.5.1 A Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:
- (a) The Agreement deals with 1 or more of the following matters:
    - (i) Arrangements about when work is performed;
    - (ii) Overtime rates;
    - (iii) Penalty rates;
    - (iv) Allowances;
    - (v) Leave loading; and
  - (b) The arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in Clause 4.5.1(a); and
    - i. The arrangement is genuinely agreed to by the Company and the Employee.
- 4.5.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the FW Act; and
  - (b) Are not unlawful terms under section 194 of the FW Act; and

- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

4.5.3 The Company must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the Company and Employee; and
- (c) Is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) Includes details of:
  - (i) The terms of this Agreement that will be varied by the arrangement; and
  - (ii) How the arrangement will vary the effect of the terms; and
  - (iii) How the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.

4.5.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

4.5.5 The Company or Employee may terminate the individual flexibility arrangement;

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and Employee agree in writing to the termination – at any time.

#### **4.6 Stand Down of Employees**

4.6.1 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:

- (a) Industrial action (other than industrial action organised or engaged in by the Company);
- (b) A breakdown of machinery or equipment, for reasons by which the Company cannot be held responsible for the breakdown;
- (c) A stoppage of work for any cause for which the Company cannot reasonably be held responsible.

4.6.2 An Employee is not taken to be stood down during a period when the Employee:

- (a) is taking paid or unpaid leave that is authorised by the Company; or
- (b) is otherwise authorised to be absent from their employment.

#### **4.7 Employee Performance Management**

4.7.1 Where the Company believes that an Employee is not meeting the standards of performance, conduct reasonably expected of them or affected by alcohol and / or any other drug the following procedures will apply:

- In the first instance, the Employee will be counselled as to where their performance or conduct is deficient. Where appropriate, the steps to be taken to remedy the deficiency will be identified and a review period will be set. Where an Employee is found to be affected by alcohol and / or any drug, counselling and rehabilitation may be offered to the Employee. In more serious cases a written warning may be issued at this stage.
- If the Employee's work performance or conduct fails to improve to the standard reasonably required by the Company, the Employee will be counselled again and the Company may issue a written warning advising the Employee that their employment is in jeopardy if there is not an immediate and sustained

improvement by the Employee. A further monitoring and review period may be set if appropriate. In more serious cases, the Company issues the Employee with a final written warning.

- Should the matter still not be resolved, except where the Employee has already been issued with a final written warning, the Employee will be counselled again and a further written warning given. This warning shall be a final warning unless, in the opinion of the Company, this is not warranted.
- A final written warning should advise the Employee that unless there is an immediate and sustained improvement by the Employee, their employment may be terminated.

4.7.2 The Employee will at all stages be given the opportunity to make a response and have another Employee or support person present if they so wish.

4.7.3 Nothing prevents the Company from terminating the Employee's employment in accordance with this Agreement during any stage of this process.

## **5. REMUNERATION**

### **5.1 Classification**

5.1.1 Persons engaged as Employees under the terms of this Agreement shall be classified in accordance with the classifications set out in Appendix 1 of this Agreement.

5.1.2 Any payments or other entitlements provided to Employees in excess of the minimum requirements set out in this Agreement (if applicable), may be off set against any liability, claim or entitlement that an Employee may claim against the Company with respect to their employment.

5.1.3 The provisions of sub-clause 5.1.2 of this Agreement, shall not operate or be applied in any way which may result in or have the effect of excluding or reducing NES entitlements.

### **5.2 Rates of Pay**

5.2.1 The wage rates set out in Table A of Appendix 2 of the Agreement apply to full-time and part-time Employees engaged in the classifications described in Appendix 1 of this Agreement over the life of the Agreement.

5.2.2 Rates apply on and from the beginning of the first pay period to commence after the date indicated.

5.2.3 The rates of pay in Appendix 2 of this Agreement have been calculated to incorporate the the Industry Allowance and where applicable, the Tool Allowance.

5.2.4 The payment of Linehands will be on a "site to site" basis and will attract a travel allowance.

### **5.3 Superannuation**

5.3.1 The Company shall make superannuation contributions to the Construction and Building Industry Super (Cbus) fund, or another fund nominated by the Employee provided the fund complies with the Superannuation Guarantee Legislation (SGL) including a MySuper product.

5.3.2 The rate of contribution shall be paid in accordance with the SGL for the ordinary time earnings in accordance with superannuation legislation which may change from time to time.

5.3.3 "Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work. This includes the Employee's wage rate (including casual loading), allowances, bonus', paid leave or holiday pay, payments made in lieu of notice or any other remuneration paid in relation to ordinary time worked or work related injury or illness for which the Employee is receiving Workers' Compensation payments (subject to a maximum of 52 weeks).

5.3.4 From 1 July 2022, Employees earning less than \$450 per month shall be entitled to any superannuation contribution in accordance with the SGL.

5.3.5 Employees under the age of 18 years of age, who work less than 30 hours per week, shall not be entitled to any superannuation contribution.

#### **5.4 Payment of Wages**

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

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

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

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

5.4.4 If any overpayment remains unreconciled at the time of termination, when determining the termination payment, the Company may deduct from the payment an amount that is no more than one week's wages for the Employee provided any such deduction is not unreasonable in the circumstances and does not diminish any NES entitlements.

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

#### **5.5 Site Specific Payments**

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

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

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

#### **5.6 Productivity Allowance**

5.6.1 Subject to the provisions of clause 5.7 (Tunnel Allowance) of this Agreement, The Company shall pay a Productivity Allowance of \$1.00 per hour for each hour worked to Employees classified at Appendix 1 of this Agreement in Level1 to Level 3 and \$2.00

per hour to Employees in Level 4 to Level 8.

5.6.2 The Productivity Allowance attracts no premium or penalty addition.

## **5.7 Tunnel Allowance**

5.7.1 The Company shall pay to Employees a Tunnel Allowance of \$5.00 per hour. This Allowance shall only be paid where an Employee is physically working inside a tunnel.

5.7.2 When an Employee is paid a Tunnel Allowance, the Productivity Allowance provided for in clause 5.6 of this Agreement shall not be paid.

5.7.3 The Tunnel Allowance attracts no premium or penalty addition.

## **5.8 Over-Agreement Payments**

5.8.1 The Company may enter into an arrangement with an Employee to pay that Employee remuneration in excess of that provided in Appendix 2 of this Agreement. Additional remuneration may be paid by way of a higher rate than the rate specified for the Employee's classification in the relevant Table in Appendix 2 of this Agreement.

5.8.2 Where remuneration is paid by way of a higher hourly rate, the new rate shall become the hourly rate for all purposes of this Agreement, including for the calculation of long service payments by the Long Service Corporation.

5.8.3 An hourly rate in excess of the wage rates set out in the relevant Table in Appendix 2 of this Agreement may be subject to review based on Employee performance, project progress, or other criterion. Payment of the amount of the higher hourly rate may be discontinued in circumstances where an Employee's performance is assessed as unsatisfactory. Alternatively, the amount of excess may be offset against any later increases in the hourly rates prescribed in the relevant Table in Appendix 2 of this Agreement.

## **5.9 Leading Hand Allowance**

5.9.1 An Employee shall be paid a Leading Hand Allowance where such Employee is required by the Company to take responsibility for supervising the work of other Employees. The Leading Hand Allowance will be paid in addition to the Employee's ordinary hourly rate of pay for all purposes of this Agreement.

<b>Leading Hands</b>	<b>Allowance Per Hour \$</b>
<b>In charge of 1 person</b>	<b>0.70</b>
<b>In charge of 2 to 5 persons</b>	<b>1.40</b>
<b>In charge of 6 to 10 persons</b>	<b>1.80</b>
<b>In charge of more than 10 persons</b>	<b>2.30</b>

## **6. TRAVEL ARRANGEMENTS**

### **6.1 Daily Fares**

6.1.1 Employees shall start and cease work on a building and construction site at the usual commencing and finishing times, and will transfer from site to site as directed by the Company.

- 6.1.2 Time spent by Employees travelling from home to the site and return outside ordinary hours will not be regarded as time worked, except as otherwise provided in this Agreement.
- 6.1.3 The allowances prescribed by this clause are not to be taken into account for calculating entitlements for overtime, penalty rates, annual or personal / carer's leave or rostered days off.
- 6.1.4 Employees shall start and cease work on the job at the usual commencing and finishing times, and will transfer from site to site as directed by the Company.
- 6.1.5 Time spent by Employees travelling from home to the job and return outside ordinary hours will not be regarded as time worked, except as otherwise provided in this Agreement.
- 6.1.6 The allowances prescribed by this clause are not to be taken into account for calculating entitlements for overtime, penalty rates, annual or personal / carer's leave or rostered days off.
- 6.1.7 Line Hands who are required to commence or cease work on a construction site shall be paid a Daily Travel Allowance of \$21.00 for each day worked on a construction site located within a 60 km radius from the Company's depot.
- 6.1.8 The Company will pay a second Daily Travel Allowance of \$21.00 for each day to Line Hands who work on a construction site located within a 100 km radius from the Company's depot.
- 6.1.9 Concrete Pump Operators will be paid \$30.00 per hour travelled to and from a construction site from the Company's depot.
- 6.1.10 The allowance entitlement in the preceding clause shall not apply where: -
- (a) The Company provides the Employee with a fully maintained vehicle free of charge; or
  - (b) The Company provides or offers to provide transport from the Employee's home to the job and return free of charge; or,
  - (c) Or where the Employee is absent from work.

## **6.2 Travel Outside Radial Areas**

- 6.2.1 For this Agreement, a radial area is;
- An area beyond the radius of 60 kilometres of the GPO in a capital city of a State (except for Sydney, NSW) or Territory;
  - Beyond the radius of 60 kilometres of the principal post office in a regional city or town in a State or Territory; or
  - Beyond the radius of 60 kilometres from the place where an Employee performing distant duty is accommodated with the Company's approval.
- 6.2.2 Where the Company requires an Employee to travel daily from inside a radial area mentioned in the clause 6.2.1, to work on a building and construction site outside that area, the Employee will be entitled to:
- (a) Payment for the time reasonably spent in travelling from the Employee's usual place of residence to the job and return to the Employee's usual place of



residence. Payments shall be calculated to the next 15 minutes, with a minimum payment of 30 minutes per return journey per day; and,

- (b) Any other expenses necessarily and reasonably incurred in such travel, which will be at a rate per kilometre set out in the table below where the Employee uses their own vehicle to travel by the most direct trafficable route.

<b>Start Date Per KM \$</b>	<b>1 July 2022 Per KM \$</b>	<b>1 July 2023 Per KM \$</b>	<b>1 July 2024 Per KM \$</b>	<b>1 July 2025 Per KM \$</b>
0.56	0.57	0.58	0.59	0.60

- 6.2.3 An employee whose residence is outside the areas prescribed in clause 6.2.1 and who crosses a radial boundary while travelling to work on a building and construction site will be entitled to the daily fares allowance (where applicable) but not the payments set out in sub-clauses 6.2.2(a) or (b).

- 6.2.4 An Employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the Company, must be paid reasonable cost of fares by the most convenient public transport between such sites.

- 6.2.5 Where an Employee agrees to the Company's request to use the Employee's own vehicle for such a transfer, the Employee must be paid an allowance per kilometre at a rate set out in the table below where the Employee travels by the most direct trafficable route.

<b>Start Date Per KM \$</b>	<b>1 July 2022 Per KM \$</b>	<b>1 July 2023 Per KM \$</b>	<b>1 July 2024 Per KM \$</b>	<b>1 July 2025 Per KM \$</b>
0.81	0.82	0.83	0.84	0.85

### **6.3 Travel To and From Distant Work**

- 6.3.1 An Employee travelling to or from a location where Distant Work is undertaken shall be:

- Paid at the relevant rate of pay set out in Appendix 2 of this Agreement for a period of up to eight (8) hours per day while travelling to the site location, or home from the location.
- Reimbursed for any fares, meals, or any other incidental expenses reasonably incurred in the travelling.

- 6.3.2 An Employee undertaking Distant Work shall be permitted to return to their home during a period of distant work. Where an Employee does return to their home, the travel shall be undertaken in the Employee's own time at the Employee's own expense.

- 6.3.3 An Employee undertaking Distant Work shall be entitled to the Weekend Return Home provisions and the Rest and Recreation provisions of the reference Modern Award.

### **6.4 Accommodation and Board During Distant Work**

- 6.4.1 The Company may require an Employee to undertake distant work at locations where it is not reasonable or possible for the Employee to return to their normal place of residence each night.

- 6.4.2 Where this occurs, the Company shall provide the Employee with accommodation in a hotel, motel or rented premises at no expense to the Employee. This accommodation shall be in clean and well maintained premises, and be of an adequate standard, in a

single or shared room with adequate furnishings, bedding, floor coverings, lighting, heating and access to bathroom facilities.

6.4.3 The Company shall also reimburse an Employee undertaking distant work a sum of up to \$70.00 per day for:

- The cost of three adequate meals each day; and,
- For other incidental expenses incurred by the Employee while undertaking distant work.

## **7. HOURS OF WORK**

### **7.1 Averaging Ordinary Hours - Monday to Friday**

7.1.1 The ordinary hours of work for full-time Employees are up to eight (8) hours per day, and an average of 38 per week, worked from Monday to Friday between the hours of 7.00 a.m. and 6.00 p.m. The ordinary hours of work for part-time Employees are less than 38 per week.

7.1.2 With respect of clause 7.1.1, pursuant to clause 16.11(a) of the Building and Construction General On-Site Award 2020, the ordinary working day may start at 6.00 a.m. The change to the start time requires an agreement between the Company and the Employee(s) and their representative(s) if required.

7.1.3 The Company shall fix the daily hours of work for Employees within the Ordinary Hours and Spread of Hours provisions in this clause. Where a change to the fixed daily ordinary hours of work are necessary, the provisions of clause 7.1.5 and 7.1.6 shall apply.

7.1.4 Ordinary working hours may be established by agreement between the Company and the majority of Employees in the business or part of the business concerned in accordance with the provisions of the Hours of Work clause in this Agreement.

7.1.5 The matters on which agreement may be reached include:

- How the hours are to be averaged within a work cycle established in accordance with this clause;
- The duration of the work cycle for Employees provided that such duration does not exceed four weeks;
- Rosters which specify the starting and finishing times of working hours

Any change to ordinary working hours made under clauses 7.1.4, 7.1.5, 7.1.6 and / or 7.1.7 of this Agreement must be within the confines of that which is prescribed by clause 7.1.1 of this Agreement.

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

### **7.2 Rostered Days Off**

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

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

7.2.3 Employees are paid for the rostered day off at the applicable rate contained in the

relevant Appendices of this Agreement.

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

7.2.5 Alternatively individual Employees may elect to: -

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

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

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

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

### **7.3 Overtime**

7.3.1 Overtime for full-time Employees shall be paid where an Employee works in excess of eight (8) ordinary hours in any one day, Monday to Friday or outside the span of ordinary hours set out in clause 7.1.1, 7.1.2 or 7.1.3 of this Agreement. When a part-time Employee works in excess of their ordinary contracted hours on a daily or weekly basis Monday to Friday, they shall be paid overtime in accordance with this Clause.

7.3.2 An overtime rate of time and a half for the first two (2) hours on each day, and double time thereafter, shall apply to all overtime worked Monday to Friday.

7.3.3 All calculation of overtime payments shall use the applicable ordinary time rates set out in Appendix 2 of this Agreement.

7.3.4 All Employees agree to work a reasonable amount of overtime without notice in the event of unusual events such as delays or urgent rectification work for clients.

7.3.5 All Employees must make themselves available to work reasonable additional hours. Reasonable additional hours shall be determined through consideration of the following factors:

- The Work Health and Safety risk of an Employee working any additional hours
- The personal circumstances of the Employee
- The operational requirements of the Company
- The amount of notice provided to the Employee
- The amount of notice provided by an Employee of an intention to refuse work
- The amount of hours already worked by the Employee over the previous four week period
- Whether the Employee is being asked to work on a public holiday

7.3.6 This list is not exhaustive of all possible considerations to take into account when

determining reasonable additional hours. Communication with each Employee is the key in determining what will be reasonable.

#### **7.4 Work on Weekends and Public Holidays**

7.4.1 All work performed on a Saturday by Employees shall be paid at time and a half for the first 2 hours and at double time after that. Employees, except casuals, undertaking work on a Saturday shall be paid for a minimum attendance of three (3) hours.

7.4.2 All work performed after 12 pm on Saturday shall be paid at double time.

7.4.3 All work performed on a Sunday by Employees shall be paid at double time. A full-time Employee undertaking work on a Sunday shall be paid for a minimum attendance of four hours.

7.4.4 All work performed by Employees on a public holiday shall be paid at a rate of double time and a half, with a minimum payment for four (4) hours.

7.4.5 As a general rule, Employees will not work on public holidays. However, the Company may request an Employee to work on a public holiday if the request is reasonable.

7.4.6 If the Company requests an Employee to work on a public holiday, the Employee may refuse the request if:

- The request is not reasonable; or,
- The refusal is reasonable.

7.4.7 Subject to sub-clause 7.4.4 of this Agreement, where ordinary duty commenced on a Friday and extends after midnight, the whole of the shift shall be paid in accordance with provisions relating to work performed on a Friday.

#### **7.5 Ordinary Time Meal and Rest Breaks**

7.5.1 Subject to the provisions of sub-clause 7.6.5 of this Agreement, Employees are entitled to a paid rest period of 10 minutes between 9.00 a.m. and 11.00 a.m. for any day worked.

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

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

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

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

**7.6 Overtime and Weekend Crib Breaks**

- 7.6.1 An Employee required to work overtime for at least one and a half hours after working ordinary hours, shall be paid a meal allowance of \$18.00 to meet the cost of the meal.
- 7.6.2 An Employee required to work overtime of two (2) hours or more on any day, Monday to Friday, shall be entitled to a crib break of 20 minutes. This break is paid at ordinary time rates of pay.
- 7.6.3 A further crib break of 30 minutes may be taken after each subsequent block of four (4) hours overtime worked. These crib breaks are paid at the rate applicable immediately prior to the crib break.
- 7.6.4 An Employee performing duty on a Saturday, Sunday or public holiday shall be allowed a crib break of 20 minutes after each four hours of work performed.
- 7.6.5 Crib breaks connected with Saturday, Sunday or public holiday work shall be paid at the rate applicable at the time that the break is taken.

**7.7 Rest Period Before or After Overtime**

- 7.7.1 When overtime work is necessary, wherever reasonably practical, it shall be arranged so that Employees have at least 10 consecutive hours off duty between the work of two successive days.
- 7.7.2 If an Employee does not have a break of 10 consecutive hours off between:
- (a) ordinary work on one day and the commencement of their ordinary work on the next day as a result of working overtime; or,
  - (b) Saturdays, Sundays and holidays (not being ordinary working days) in the 24 hours preceding the employees ordinary commencing time on the next ordinary working day or shift, shall:-
    - i. Be released from duty without loss of pay for ordinary working time until they have had 10 consecutive hours rest; or,
    - ii. Be paid at double ordinary time rates if the Employee resumes or continues work without having 10 consecutive hours off duty. When ultimately released from duty they shall not be required to report for work again until 10 consecutive hours is taken.
- 7.7.3 Should an Employee's 10 hours rest period end within two hours of their normal ceasing time, they shall not be required to report for work on that day.
- 7.7.4 If excessive time is involved in an Employee travelling from their home during their rest period, special consideration as to the length of the rest period will be given on an individual basis.
- 7.8 Call Back**
- 7.8.1 An Employee shall be deemed to be on a call back if the Employee is recalled to work overtime without receiving prior notice before ceasing work.
- 7.8.2 Any Employee who is called back to work as defined in clause 7.8.1 shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled, provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment.
- 7.8.3 Except in the case of unforeseen circumstances arising, the Employee shall not be

required to work the full four (4) hours if the job that the Employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an Employee to return to the place of work to perform a specific job(s) outside the Employees ordinary hours, or where overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary hours.

## **7.9 Hours Flexibility**

7.9.1 This clause recognises that a flexible approach to working hours is an industry requirement. Full-time or Part-time Employees and casual Employees will not usually be required to work more than two (2) hours overtime a day, Monday to Friday.

7.9.2 A five (5) or six (6) day working week will be the usual requirement, but in terms of the hours to be worked and the days on which work is to be performed, the parties shall adopt a reasonably flexible approach.

## **7.10 Shift Work**

7.10.1 Employees may work some or all of their ordinary hours on shift work.

7.10.2 For the purpose of this clause:

- Afternoon Shift means a shift commencing at or after 1.00 pm and before 3.00 pm.
- Night Shift means a shift commencing at or after 3.00 pm and before 11.00 pm.
- Early Morning Shift means a shift commencing at or after 11.00 pm but before 4.30 am
- Morning Shift means a shift commencing at or after 4.30 am and before 6.00 am.
- Early Afternoon Shift means a shift commencing on or after 11.00 am and before 1.00 pm.

7.10.3 Provided that the Employee is employed continuously (inclusive of public holidays) for five (5) shifts Monday to Friday, the following rates shall apply:

- (a) Afternoon, Night and Early Morning Shifts - Ordinary time hourly rate plus 50 per cent (50%).
- (b) Morning and Early Afternoon Shifts - Ordinary time hourly rate plus 25 per cent (25%).

7.10.4 In the case of broken shifts (i.e., less than five (5) consecutive shifts Monday to Friday), the rates prescribed shall be time and a half for the first two (2) hours and double time thereafter.

7.10.5 Where ordinary duty commenced on a Friday and extends after midnight, the whole shift shall be paid in accordance with provisions relating to the relevant shift contained above.

7.10.6 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift. Provided further, where a shift commences on a Sunday night but the majority of the shift is worked on the Monday morning, the shift will be paid as a Monday shift. Conversely, where the majority of the shift is worked on a Sunday night (prior to midnight), then the Sunday rate of pay will be paid for the entire shift.

7.10.7 All work in excess of shift hours, Monday to Friday shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

**8. INCLEMENT WEATHER PROCEDURE**

**8.1 Inclement weather means rain, or abnormal climatic conditions such as hail, snow, cold, high wind, severe dust storm, extreme high temperature, or any combination of these.**

- 8.1.1 The procedures set out below shall apply if it is either not reasonable, or not safe, for Employees exposed to these climatic conditions to continue working.
- 8.1.2 The Company and relevant Employees must confer within a reasonable time (not exceeding 60 minutes) whether or not the conditions in this clause shall apply.
- 8.1.3 An Employee will be entitled to payment by the Company for ordinary time lost through inclement weather for up to 32 hours in every calendar month. The calendar shall operate in accordance with the Inclement Weather Calendar published by the Master Builders Association of NSW. No Employee will be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks.
- 8.1.4 A part-time Employee, will be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four (4) week period.
- 8.1.5 Where an Employee has less than one month of continuous employment with the Company, the maximum pay entitlement for time lost due to inclement weather shall be determined by which week in the four week inclement weather calendar that the Employee commenced work.
- 8.1.6 Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Company, useful work is available in that area or site. If it is necessary, and consistent with safe working procedures, to walk through inclement areas in order to make areas safe, reasonable personal protection will be provided.
- 8.1.7 If only a part of a project is affected by inclement weather, all other Employees not affected shall continue working, regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- 8.1.8 Employees shall be transferred to work within the scope of their skill, competence and training.
- 8.1.9 Where it is necessary to transfer to another site or location, transport shall be provided, or payment made for use of an Employee's own vehicle, at ordinary time rates.
- 8.1.10 Where a full-time Employee is not able to perform any work at any location because of inclement weather, the Employee shall receive payment at the ordinary rate. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any calendar month for each Employee.
- 8.1.11 Where Employees are prevented from working by inclement weather, and have not been assigned duties where it is reasonable and safe to work, the Company may release Employees from any requirement to remain on-site.
- 8.1.12 Employees may be released from duty where Employees have been prevented from working: -
- For more than an accumulated total of four hours of ordinary time in any one day; or after the meal break,
  - For more than an accumulated total of 50% of the normal afternoon work time; or,

- During the final two hours of the normal work day for more than an accumulated total of one hour.

## **9. LEAVE**

### **9.1 Accrual of Entitlements / Continuity of Service**

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

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

- illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- jury service;
- injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;
- where called up for military service for up to three months in any qualifying period;
- long service leave; and
- any reason satisfactory to the employer, provided the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration

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

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

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

### **9.2 Annual Leave**

9.2.1 All full-time Employees are entitled to annual leave. Payment for annual leave shall be made at the Employee's ordinary time rate of pay as defined in clause 5.2 of this Agreement.

9.2.2 Employees (other than casual Employees) are entitled to 4 weeks annual leave per year of service.

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

9.2.4 Consistent with Section 87(1)(b)(ii) and Section 196(2) of the FW Act and for the purpose of the additional one (1) weeks leave provided by the NES, for each completed year of continuous service, Employees engaged on continuous shift work shall be entitled to a total of five (5) weeks' annual leave. This entitlement shall accrue on a pro-rata basis for each completed week of continuous shift duty during any anniversary year. For the purpose of this clause, "continuous shiftworker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six



consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.

9.2.5 Annual leave may be taken at any time:

- (a) by agreement between an Employee and the Company;
- (b) subject to clause 9.2.6; and
- (c) subject to available credit and the operational requirements of the Company, but the Company shall not unreasonably refuse or revoke an authorisation for annual leave.

9.2.6 Annual leave may be taken in the following ways:

- (a) at a time, and for a period, fixed by the Company where there is an annual close down or part of the Company closes down;
- (b) in periods of not less than one day, provided that the Employee seeks the agreement of the Company at least one week before commencing the period of annual leave;
- (c) where an Employee has accrued in excess of 2 years (i.e. 8 weeks) worth of annual leave, the Company may require the Employee to take the excess leave at a time and for a period fixed by the Company.

9.2.7 An Employee taking leave may request to be paid in advance for the period of leave taken. This advance payment shall be the amount of wage the Employee would have received on a pay day during the period of leave, for the ordinary time hours the Employee would have worked had they not been on leave during the period.

9.2.8 If a public holiday occurs during a period of annual leave, that public holiday shall be added to the period of leave.

9.2.9 No payment shall be made in lieu of annual leave unless the payment is made in lieu of an Employee's entitlements at the time of terminating employment. A full-time or part-time employee who terminates their employment, or whose employment is terminated by the Company, shall be entitled to a payment for any credit of annual leave not taken.

### **9.3 Annual Leave Loading**

9.3.1 In addition to the payment prescribed in clause 9.2 hereof, an eligible full-time Employee will be entitled to an annual leave loading calculated at 17.5% on the payment due to them for their accrued annual leave entitlement inclusive of the daily fares allowance. This loading shall be paid on accrued leave paid out on termination. However, if an Employee is in receipt of a shift loading and proceeds on annual leave, such Employee shall continue to receive payment of the shift loading in lieu of the 17.5% leave loading where the shift loading is higher.

### **9.4 Personal / Carer's Leave**

9.4.1 Full-time Employees are entitled to 10 days of paid personal/carer's leave based on the Employee's ordinary hours of duty and the Employee's ordinary rate of pay for each completed year of continuous employment with the Company. Part-time Employees are entitled to the pro-rata equivalent.

9.4.2 Paid personal/carer's leave accrues progressively during each year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

- 9.4.3 All accrued personal/carer's leave shall be available for use as sick leave and carer's leave in accordance with the provisions outlined below.
- 9.4.4 An Employee (other than a casual Employee) may take paid personal/carer's leave if the leave is taken:
- (a) As sick leave - because the Employee is unfit for work as a result of a personal illness, or personal injury, affecting the Employee; or
  - (b) As carer's leave - to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
    - (i) a personal illness, or personal injury affecting the immediate family or household member, or
    - (ii) an unexpected emergency affecting the immediate family or household member.
- 9.4.5 An Employee (including a casual Employee) may take 2 days unpaid carer's leave per occasion if:
- (a) the leave is taken to provide care or support as provided for in sub-clause 9.4.4(b) of this Agreement; and
  - (b) the Employee does not have any paid personal/carer's leave available.

## **9.5 Compassionate Leave**

- 9.5.1 An Employee is entitled to two days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
- Contracts or develops a personal illness that poses a serious threat to their life; or,
  - Sustains a personal injury that poses a serious threat to their life; or,
  - Dies.
  - Suffers a miscarriage
  - Has a stillborn child.
- 9.5.2 A child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 9.5.3 The employee, or the employee's spouse or de facto partner, has a miscarriage (other than where the miscarriage results in a stillborn child, or where their former spouse or former de facto partner has a miscarriage).
- 9.5.4 An Employee may take compassionate leave on a particular occasion if the leave is taken:
- For the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the serious personal illness, or sustained the serious personal injury; or,
  - After the death of the member of the Employee's immediate family or household, or the stillbirth of the child; or
  - After the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in 9.5.3.

9.5.5 An Employee may take compassionate leave for a particular permissible occasion as:

- A single continuous period of two days; or,
- Two separate periods of one day each; or,
- Any separate periods to which the Employee and the Company agree.

9.5.6 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

9.5.7 Employees other than casual Employees will be paid for a period of compassionate leave at their base rate of pay for their ordinary hours of work in the period.

9.5.8 For casual Employees, compassionate leave is unpaid leave.

## **9.6 Notice of Absence**

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

9.6.2 The notice: -

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

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

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

9.6.4 The Company may request evidence in the form of a certificate from a treating medical or clinical practitioner, a notice published in a newspaper or other media, or other evidence requested by the Company that would satisfy a reasonable person.

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

## **9.7 Immediate Family or Household**

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

- A spouse includes a former spouse. A de-facto partner includes a former de-facto partner of the Employee. A de-facto partner also means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).

- A child or an adult child (including an adopted child, a step child, stillborn child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse or child of a de-facto partner of the Employee.

## **10. ADDITIONAL LEAVE**

### **10.1 Community Service Activities**

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

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

### **10.2 Absence While Engaging in a Community Service Activity**

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

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

### **10.3 Notice Regarding Absence**

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

10.3.2 The notice:

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

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

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

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

10.4.1 This clause applies if:

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

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

10.4.3 The Company may require the Employee to give the Company evidence that would satisfy a reasonable person:

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

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

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

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

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

## **10.5 Leave to deal with Family and Domestic Violence**

10.5.1 Leave to deal with Family and Domestic Violence will be as per the NES.

## **10.6 Parental Leave**

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

## **10.7 Long Service Leave**

10.7.1 The applicable rate of pay for Long Service Leave will be the corresponding rate of pay in the relevant Table of Appendix 2 of this Agreement or clause 5.8 Over Agreement Payments of this Agreement, whichever is the greater.

## **10.8 Leave Without Pay**

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

## **10.9 Public Holidays**

10.9.1 A full-time Employee shall be entitled to observe public holidays without reduction of ordinary pay where their ordinary hours of work fall on a public holiday. No payment shall be made for Easter Saturday, Easter Sunday or any other public holiday declared on a weekend unless the Employee works on those days.

- 10.9.2 A part-time Employee shall be entitled to observe public holidays without reduction of pay where their ordinary hours of work fall on a public holiday.
- 10.9.3 An Employee is entitled to be absent from work on a public holiday. The Company may reasonably request an Employee to work on a Public Holiday in accordance with Section 114 of the FW Act.
- 10.9.4 An Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so.
- 10.9.5 The following days are considered public holidays:
- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Saturday
  - Easter Sunday
  - Easter Monday
  - Anzac Day
  - Christmas Day
  - Boxing Day
  - King's Birthday
  - Labour Day
- And any other day, or part-day, declared under a law of a State or Territory to be observed generally within the State, Territory, or a region of the State or Territory, as a public holiday.
- 10.9.6 If an Act of Parliament or Proclamation substitutes another day for any of the above named public holidays, the special rates shall only be payable for work done on the day substituted.
- 10.9.7 Where an Employee is absent from their employment on the working day before, or the working day after a public holiday, they shall provide a Doctors Certificate or other acceptable evidence to support an application for such leave on the day.
- 10.9.8 Employees in receipt of pay for public holidays while receiving workers compensation benefits, shall be paid in accordance with Clause 11.1.2.
- 10.9.9 Public holidays may be substituted for alternative days by agreement between the Company and an Employee. Where an alternative day is substituted for a public holiday in accordance with this clause, penalty rates will only be payable if an Employee works on the alternative day.
- 10.9.10 Where any day or half day, other than those listed in clause 10.9.5 of this Agreement, is gazetted as a public holiday in the area where the Employee is scheduled to work, the Company may request the Employee to work in the area where the public holiday is being observed. The Employee shall not unreasonably refuse a request to work in accordance with Section 114 of the FW Act.
- 10.9.11 In the case where an Employee works in the circumstance described in clause 10.9.10 of this Agreement, it is further agreed in accordance with Section 115 of the FW Act that:
- (a) Where an Employee agrees to work a full-day, that day will be regarded as a normal working day, and an additional one and a half days' paid leave during the Christmas – New Year period will be substituted for the public holiday; or

- (b) Where an Employee agrees to work a half-day, that half-day will be regarded as a normal working half-day and an additional days' paid leave during the Christmas – New Year period will be substituted for the public holiday.

## **11. INSURANCE**

### **11.1 Workers Compensation**

- 11.1.1 An Employee entitled to worker's compensation payments will be paid the rate of pay as determined by the relevant State or Territory legislation.
- 11.1.2 Where an Employee is absent from work and receiving workers compensation benefits and such absence falls over a Public Holiday, payment for the Public Holiday shall be made by the Workers Compensation Insurer or the Company, but not both.

## **12. TERMINATION**

### **12.1 Notice of Termination**

- 12.1.1 The required period of notice for full-time or part-time weekly hire Employees is to be calculated as follows:
- (a) calculate the period of notice using the table at the end of this sub-clause; and
- (b) then increase the period of notice by one (1) week if the Employee:
- is over 45 years old; and
  - has completed at least two (2) years of continuous service with the company.

<b>Employee's period of continuous service with the Company</b>	<b>Period of Notice</b>
<b>Not more than 1 year</b>	<b>At least 1 week</b>
<b>More than 1 year but not more than 3 years</b>	<b>At least 2 weeks</b>
<b>More than 3 years but not more than 5 years</b>	<b>At least 3 weeks</b>
<b>More than 5 years</b>	<b>At least 4 weeks</b>

- 12.1.2 Notice of termination of employment shall be given by either party to this Agreement. However, where an Employee is over 45 years of age and has worked for the Company for two or more years, the Employee is not required to give the Company the additional weeks' notice. The Company may pay the dismissed Employee the equivalent to the notice period in lieu of receiving notice; alternatively an Employee may forfeit payment for the notice period.
- 12.1.3 Nothing in this clause shall affect the right of the Company's ability to summarily dismiss an Employee without notice in accordance with Clause 12.4, Summary Dismissal, of this Agreement.
- 12.1.4 An Employee shall be entitled to receive payment upon termination for all unused Annual Leave, Rostered Day Off entitlements if applicable and Long Service Leave entitlements.

### **12.2 Notice of Termination (Casual Employees)**

- 12.2.1 Termination of all casual engagements shall require one (1) hour's notice on either side or the payment or forfeiture of one (1) hour's pay, as the case may be.
- 12.2.2 The Company may advise a casual Employee that their services are not required the next day, or until advised by the Company. This advice must be given on a day that the

Employee works, before the Employee ceases duty. Such advice constitutes notice of termination for the purposes of this Agreement.

### **12.3 Abandonment of Employment**

- 12.3.1 Absence of a full-time or part-time Employee from work for a continuous period exceeding three working days without the consent of the Company shall be prima facie evidence that the Employee has abandoned their employment.
- 12.3.2 The Company shall send a letter, by registered post, to the Employee's address requiring the Employee provide a valid reason for the absence within a period of five (5) working days from the date of the letter. Alternatively, the Company may contact the Employee by email or other electronic means, extending the same five (5) working days period to respond.
- 12.3.3 If the Employee fails to establish to the Company's satisfaction that they were absent for reasonable cause, the Employee shall be deemed to have abandoned their employment.
- 12.3.4 The abandonment of employment by the Employee shall be deemed to take effect in accordance with the notice provisions set out in Clause 12.5.1 of this Agreement.
- 12.3.5 In such circumstances and consistent with Section 118 (or Section 117 in the case of Weekly Hire Employees) of the FW Act, a full-time (or part-time) Employee shall be entitled to be paid in lieu of notice in accordance with clause 12.1 or 12.2 of this Agreement as applicable.

### **12.4 Summary Dismissal**

- 12.4.1 Nothing in this clause affects the Company's ability to dismiss an Employee due to serious misconduct as provided for in clause 12.4.3 of this Agreement.
- 12.4.2 In such circumstances, payment shall be made up to the time of dismissal only and no notice is payable.
- 12.4.3 The circumstances where summary dismissal may be warranted include but are not limited to:
- (a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
  - (b) conduct that causes serious and imminent risk to:
    - (i) the health or safety of a person; or
    - (ii) the reputation, viability or profitability of the Company's business.
  - (c) an Employee, in the course of their employment, engaging in:
    - (i) theft; or
    - (ii) fraud; or
    - (iii) assault;
  - (d) an Employee being intoxicated or under the influence of illicit drugs at work;
  - (e) an Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

### **12.5 Consultation about major workplace change**

- 12.5.1 If the Company makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have **significant effects**



on Employees, the Company must:

- (a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected Employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on Employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

12.5.2 For the purposes of the discussion under clause 12.5.1(b), the Company must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on Employees; and
- (c) any other matters likely to affect Employees.

12.5.3 Clause 12.5.2 does not require an Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.

12.5.4 The Company must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 12.5.1(b).

12.5.5 In clause 12.5 significant effects, on Employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the Company's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for Employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

12.5.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 12.5.5, such alteration is taken not to have significant effect.

## **12.6 Consultation about changes to rosters or hours of work**

12.6.1 Clause 12.6 applies if a Company proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

12.6.2 The Company must consult with any Employees affected by the proposed change and their representatives (if any).

12.6.3 For the purpose of the consultation, the Company must:

- (a) provide to the Employees and representatives mentioned in clause 12.6.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

12.6.4 The Company must consider any views given under clause 12.6.3(b)

12.6.5 Clause 12.6 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

### **13. REDUNDANCY / SEVERANCE**

#### **13.1 This clause shall apply to full-time and part-time weekly hire Employees.**

13.1.1 For the purpose of this clause, redundancy means a situation where an Employee ceases to be employed by the Company, other than for reasons of misconduct or refusal of duty.

13.1.2 The Company shall provide Employees with notice in accordance with sub-clauses 12.1.1, 12.1.2 and 12.1.4 of this Agreement, where termination of employment is to occur on the grounds of redundancy or payment in lieu of such notice shall be given by the Company.

13.1.3 In addition to the period of notice prescribed above, an Employee whose employment is terminated by reason of redundancy shall be entitled to severance pay in accordance with the following table:

<b>Period of continuous service with the Company</b>	<b>Redundancy / Severance Pay</b>
<b>Less than 1 year</b>	<b>1.75 hours pay for each completed week of service</b>
<b>1 year or more but less than 2 years</b>	<b>2.4 weeks pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay</b>
<b>2 years or more but less than 3 years</b>	<b>4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay</b>
<b>3 years or more but less than 4 years</b>	<b>7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay</b>
<b>4 years or more</b>	<b>8 weeks pay</b>

13.1.4 An Employee employed for less than 12 months will be entitled to a redundancy /severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the Employee.

13.1.5 Service as an Apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the Employee completes an Apprenticeship and remains in employment with the Company for a further 12 months.

13.1.6 A weeks' pay is defined as 38 hours at the Employees' rate of pay as provided in this Agreement without any allowances.

13.1.7 A part-time Employee will be entitled to payment on a pro-rata basis.

13.1.8 The above redundancy provisions do not apply in any of the following circumstances:

- Where an incoming Company offers to continue the employment of the Employee;
- Where the Company transfers the Employee to a related Company and ensures continuity of service;
- Where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty, or
- Where the Employee is a casual Employee, Apprentice or a trainee or an Employee engaged for a specific period of time or for a specific task or tasks.

### **13. WORK HEALTH AND SAFETY**

**13.2** The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and health of all Employees and other persons who may enter the workplace.

13.2.1 Smoking is not permitted inside Company premises (including toilets) or vehicles.

13.2.2 Employees should immediately notify Company management by completion of the relevant form if they injure themselves at work or subsequently become aware of any injury or disease that they may have sustained during the course of employment with the Company.

### **14. DRUGS AND ALCOHOL**

14.1.1 Under no circumstances will any Employee affected by alcohol and/or any other drug be permitted to work and/or operate any equipment on a work site.

14.1.2 If an Employee is affected by alcohol and/or any other drug and is consequently sent home from a worksite to recover, such Employee will not be paid for any lost time.

14.1.3 The parties to this Agreement agree that no alcohol or drugs will be permitted on a work site or whilst using Company vehicles, plant or equipment.

14.1.4 An Employee who is taking prescription medication is responsible for ensuring that the medication prescribed will not affect their ability to work safely. Where an Employee is taking prescription medication that may adversely affect their ability to undertake any kind of work safely, the Employee will advise their Supervisor or Management so the risks can be managed.

14.1.5 Where an Employee is found to be affected by alcohol and/or any other drug, the Company may take disciplinary action under clause 4.7 of this Agreement.

14.1.6 To ensure the maintenance of this policy and compliance with Work Health and Safety requirements, Employees may be subject to alcohol and/or any other drug testing.

### **15. EQUIPMENT AND APPAREL**

#### **15.1 Protective and Working Clothing**

15.1.1 The Company shall provide hard hats, steel capped boots, gloves, protective eye wear, hearing protection and other appropriate personal protective equipment required by Employees when carrying out their work.

15.1.2 Within four weeks of commencing their employment with the Company new Employees will receive the following items of work clothing:

- Two (2) Long Sleeve Shirts.

- Two (2) Pairs of Trousers or Overalls.
- One (1) Jacket.

15.1.3 Equipment and clothing shall be replaced by the Company on the basis of fair wear and tear.

15.1.4 The Company may require that old items of apparel are presented for inspection if required, prior to replacement.

15.1.5 Employees are expected to wear Company provided clothing and maintain it in a tidy manner, so as to display a professional Company image.

## **15.2 Supply of Vehicles**

15.2.1 The Company may provide full-time Employees with a serviced motor vehicle for the purposes of: -

- Travel between their place of residence and work sites;
- Transfer from site to site during working hours;
- Carriage of other Employees, Company equipment or working materials as required; and,
- Other purposes authorised by the Company.

15.2.2 The Company shall ensure that the motor vehicle provided is registered, insured and is in a fully roadworthy condition when it is provided to an Employee for use in accordance with this clause. The Company shall pay for the cost of fuel, oil and lubricants, other consumables, and maintenance for fair wear and tear.

15.2.3 An Employee supplied with a vehicle is required to comply at all times with applicable laws, and shall exercise due care in overall use of the Company vehicle provided, as well as in its garaging and security.

15.2.4 An Employee supplied with a vehicle shall take all reasonable steps to ensure that the vehicle is appropriately cleaned and maintained. Repairs to a vehicle for wear and tear that is above and beyond a level reasonable for the industry shall be the full responsibility of the Employee.

## **15.3 Company Owned Tools and Equipment**

15.3.1 Where an Employee is supplied with Company owned equipment and / or tools, such equipment / tools, shall be the sole responsibility of the Employee.

15.3.2 It is agreed that Employees covered by this Agreement shall carry Company owned tools between sites without penalty to the Company.

15.3.3 The Company may deduct from an Employee's wages the cost of replacement of any Company owned tool / equipment for which the Employee assigned the tools / equipment cannot account for. Any deduction must be authorised in writing by the Employee.

## **16. ANTI-DISCRIMINATION**

### **16.1 It is agreed that:**

- (a) The parties will achieve a principal object of the FW Act, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of age, race, colour, sex, sexual

- preference, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
- (b) Any dispute concerning this clause and its operation may be progressed under the dispute resolution procedure in this agreement.
- (c) Nothing in this clause:
  - (i) limits the ability of the parties to this Agreement to exercise their rights under applicable Commonwealth, State or Territory legislation, or
  - (ii) allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

## **17. SETTLEMENT OF DISPUTES**

### **17.1 If a dispute relates to:**

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

this term sets out procedures to settle the dispute.

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

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

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

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

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

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

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

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

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

- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

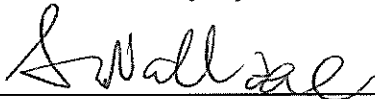
17.1.7 In discharging its role and exercising its powers under this procedure, the FWC must not determine an outcome that is inconsistent with the Building Code 2016.

**18. ENDORSEMENT OF AGREEMENT**

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

19.2 This Agreement is made on this 27<sup>th</sup> day of September 2023.

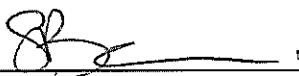
**Executed for and on behalf of the Company:**

Signed: 

**Director's Name and Title:** STEPHEN WALLACE, DIRECTOR

Address of Director: C/- 16 Bromley Road EMU HEIGHTS NSW 2750

Signed by the Witness:

Signed: 

Name of Witness: SAMANTHA BARROW

Address of Witness : C/- 16 Bromley Road EMU HEIGHTS NSW 2750

**Signed by the Employee Bargaining Representative:**

Signed: 

**Name of Employee and Job Title:** TREVOR WHEATLEY, OPERATOR

Address of Employee : C/- 16 Bromley Road EMU HEIGHTS NSW 2750

Signed by the Witness:

Signed: 

Name of Witness: SAMANTHA BARROW

Address of Witness : C/- 16 Bromley Road EMU HEIGHTS NSW 2750

**APPENDIX 1 – AGREEMENT CLASSIFICATIONS**

Agreement Classifications	Award Equivalent Classifications	Description
New Entrant	CW1(d)	A new Entrant to the on-site building industry or less than 12 months construction experience. An employee in this classification will be assessed on the duties of a Level 1 Employee (as provided below) on a quarterly basis where upon they may be promoted to Level 1.
Level 1	CW2	<p>Duties/requirements of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Minimum 12 months construction experience</li> <li>• Completion of the Company probation and three months service</li> <li>• Extra Hand/Pump Hand on mobile concrete pump in placing of concrete</li> <li>• Works from instructions and procedures</li> <li>• Any other duties incidental and peripheral to the position</li> </ul>
Level 2	CW3	<p>Duties/requirements of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Minimum of 24 months WCP experience</li> <li>• Extra Hand/Pump Hand on mobile concrete pump in placing of concrete</li> <li>• Work with minimal supervision and instruct others</li> <li>• Carry out those duties associated with a Level 1 classification</li> </ul>
Level 3	CW4	<p>Duties of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Line Pump Operator – experience up to 150 metres of line</li> <li>• MR License (minimum)</li> <li>• Work with minimal supervision and instruct others</li> <li>• Operate and maintain plant &amp; equipment</li> <li>• Carry out those duties associated with a Level 1 &amp; 2 classification</li> </ul>
Level 4	CW4	<p>Duties of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Driver/Operator of mobile concrete pump, boom length from 18 and up to 23 metres</li> <li>• Capable of running up to of 30m extra line off the boom with 2 man crew</li> <li>• HR License (minimum)</li> <li>• Work with minimal supervision and instruct</li> </ul>



		<p>others</p> <ul style="list-style-type: none"> <li>• Operate and maintain plant &amp; equipment</li> <li>• Carry out those duties associated with Levels 1, 2 &amp; 3 classification</li> </ul>
Level 5	CW4	<p>Duties of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• High Pressure Line Pump Operator – experience above 250 metres of line</li> <li>• HR License (minimum)</li> <li>• Work with minimal supervision and instruct others</li> <li>• Operate and maintain plant &amp; equipment</li> <li>• Carry out those duties associated with a Level 1, 2, 3, &amp; 4 classification</li> </ul>
Level 6	CW4	<p>Duties of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Driver/Operator of mobile concrete pump, boom length from 24 and up to 33 metres</li> <li>• Capable of running up to 30m extra line off the boom with 2 man crew</li> <li>• HR License (minimum)</li> <li>• Work with minimal supervision and instruct others</li> <li>• Can work alone if required</li> <li>• Operate and maintain plant &amp; equipment</li> <li>• Carry out those duties associated with Levels 1, 2, 3, 4 &amp; 5 classification</li> </ul>
Level 7	CW4	<p>Duties of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Driver/Operator of mobile concrete pump, boom length from 34 and up to 43 metres</li> <li>• Capable of running up to 30m extra line off the boom with 2 man crew</li> <li>• HR License (minimum)</li> <li>• Work with minimal supervision and instruct others.</li> <li>• Can work alone if required</li> <li>• Operate and maintain plant &amp; equipment</li> <li>• Carry out those duties associated with Levels 1, 2, 3, 4, 5 &amp; 6 classification</li> </ul>
Level 8	CW4	<p>Duties of an employee at this level will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Driver/Operator of mobile concrete pump, boom length from 44m and above</li> <li>• Capable of running up to 30m extra line off the boom with 2 man crew</li> <li>• HR License (minimum)</li> <li>• Work with minimal supervision and instruct others</li> </ul>

		<ul style="list-style-type: none"><li>• Can work alone if required</li><li>• Operate and maintain plant &amp; equipment</li><li>• Carry out those duties associated with Levels 1, 2, 3, 4, 5, 6 &amp; 7 classification</li></ul>
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**Notes:**

Employees working in the level above their normal classification level for a part of or all of the day, shall be paid at the rate of payment for the higher-level classification for the whole of that day.

Upon promotion all team members must complete a 3-month probation. A performance review will be held at the end of the probation period where a decision will be made on a permanent position. If the review finds the employee is not ready for the promotion, then the employee will return to their previous position.

Drivers under instruction will only be paid "Site to Site".

**APPENDIX 2 – WAGE RATES**

The rates in Column 1 are the base rates of pay, inclusive of special allowance and industry allowance payable pursuant to the reference award. They shall apply over the life of the Agreement for the calculation of Employee remuneration, and for any calculation of Employee redundancy pay, public holiday pay, personal leave and annual leave entitlements.

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

**Table A - Weekly Hire Employees****Start rates**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$28.00	\$42.00	\$56.00
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$30.00	\$45.00	\$60.00
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$33.00	\$49.50	\$66.00
<b>Level 3</b> LP Op	\$36.00	\$54.00	\$72.00
<b>Level 4</b> Boom 18-23	\$38.00	\$57.00	\$76.00
<b>Level 5</b> HP	\$40.00	\$60.00	\$80.00
<b>Level 6</b> 24-33	\$42.00	\$63.00	\$84.00
<b>Level 7</b> 33-43	\$44.00	\$66.00	\$88.00
<b>Level 8</b> 44m and above.	\$46.00	\$69.00	\$92.00

**Rates Applicable from the first full pay period to commence from 1 July 2024**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$28.84	\$43.26	\$57.68
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$30.90	\$46.35	\$61.80
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$33.99	\$50.99	\$67.98
<b>Level 3</b> LP Op	\$37.08	\$55.62	\$74.16
<b>Level 4</b> Boom 18-23	\$39.14	\$58.71	\$78.28
<b>Level 5</b> HP	\$41.20	\$61.80	\$82.40
<b>Level 6</b> 24-33	\$43.26	\$64.89	\$86.52
<b>Level 7</b> 33-43	\$45.32	\$67.98	\$90.64
<b>Level 8</b> 44m and above.	\$47.38	\$71.07	\$94.76

**Rates Applicable from the first full pay period to commence from 1 July 2025**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$29.71	\$44.56	\$59.41
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$31.83	\$47.74	\$63.65
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$35.01	\$52.51	\$70.02
<b>Level 3</b> LP Op	\$38.19	\$57.29	\$76.38
<b>Level 4</b> Boom 18-23	\$40.31	\$60.47	\$80.63
<b>Level 5</b> HP	\$42.44	\$63.65	\$84.87
<b>Level 6</b> 24-33	\$44.56	\$66.84	\$89.12
<b>Level 7</b> 33-43	\$46.68	\$70.02	\$93.36
<b>Level 8</b> 44m and above.	\$48.80	\$73.20	\$97.60

**Rates Applicable from the first full pay period to commence from 1 July 2026**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$30.60	\$45.89	\$61.19
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$32.78	\$49.17	\$65.56
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$36.06	\$54.09	\$72.12
<b>Level 3</b> LP Op	\$39.34	\$59.01	\$78.68
<b>Level 4</b> Boom 18-23	\$41.52	\$62.29	\$83.05
<b>Level 5</b> HP	\$43.71	\$65.56	\$87.42
<b>Level 6</b> 24-33	\$45.89	\$68.84	\$91.79
<b>Level 7</b> 33-43	\$48.08	\$72.12	\$96.16
<b>Level 8</b> 44m and above.	\$50.27	\$75.40	\$100.53

**Rates Applicable from the first full pay period to commence from 1 July 2027**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$31.51	\$47.27	\$63.03
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$33.77	\$50.65	\$67.53
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$37.14	\$55.71	\$74.28
<b>Level 3</b> LP Op	\$40.52	\$60.78	\$81.04
<b>Level 4</b> Boom 18-23	\$42.77	\$64.15	\$85.54
<b>Level 5</b> HP	\$45.02	\$67.53	\$90.04
<b>Level 6</b> 24-33	\$47.27	\$70.91	\$94.54
<b>Level 7</b> 33-43	\$49.52	\$74.28	\$99.04
<b>Level 8</b> 44m and above.	\$51.77	\$77.66	\$103.55

**Table B – Casual Employees****Start rates**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$35.00	\$52.50	\$70.00
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$37.50	\$56.25	\$75.00
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$41.25	\$61.87	\$82.50
<b>Level 3</b> LP Op	\$45.00	\$67.50	\$90.00
<b>Level 4</b> Boom 18-23	\$47.50	\$71.25	\$95.00
<b>Level 5</b> HP	\$50.00	\$75.00	\$100.00
<b>Level 6</b> 24-33	\$52.50	\$78.75	\$105.00
<b>Level 7</b> 33-43	\$55.00	\$82.50	\$110.00
<b>Level 8</b> 44m and above.	\$57.50	\$86.25	\$115.00

**Rates Applicable from the first full pay period to commence from 1 July 2024**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$36.05	\$54.07	\$72.10
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$38.62	\$57.93	\$77.25
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$42.48	\$63.73	\$84.97
<b>Level 3</b> LP Op	\$46.35	\$69.52	\$92.70
<b>Level 4</b> Boom 18-23	\$48.92	\$73.38	\$97.85
<b>Level 5</b> HP	\$51.50	\$77.25	\$103.00
<b>Level 6</b> 24-33	\$54.07	\$81.11	\$108.15
<b>Level 7</b> 33-43	\$56.65	\$84.97	\$113.30
<b>Level 8</b> 44m and above.	\$59.22	\$88.83	\$118.45

**Rates Applicable from the first full pay period to commence from 1 July 2025**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$37.13	\$44.56	\$59.41
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$39.78	\$47.74	\$63.65
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$43.76	\$52.51	\$70.02
<b>Level 3</b> LP Op	\$47.73	\$57.29	\$76.38
<b>Level 4</b> Boom 18-23	\$50.38	\$60.47	\$80.63
<b>Level 5</b> HP	\$53.05	\$63.65	\$84.87
<b>Level 6</b> 24-33	\$55.70	\$66.84	\$89.12
<b>Level 7</b> 33-43	\$58.35	\$70.02	\$93.36
<b>Level 8</b> 44m and above.	\$61.00	\$73.20	\$97.60

**Rates Applicable from the first full pay period to commence from 1 July 2026**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$30.60	\$55.70	\$76.48
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$32.78	\$59.67	\$81.95
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$36.06	\$65.63	\$90.15
<b>Level 3</b> LP Op	\$39.34	\$71.61	\$98.35
<b>Level 4</b> Boom 18-23	\$41.52	\$75.58	\$103.81
<b>Level 5</b> HP	\$43.71	\$79.56	\$109.27
<b>Level 6</b> 24-33	\$45.89	\$83.55	\$114.73
<b>Level 7</b> 33-43	\$48.08	\$87.52	\$120.20
<b>Level 8</b> 44m and above.	\$50.27	\$91.50	\$125.66

**Rates Applicable from the first full pay period to commence from 1 July 2027**

<b>Agreement Classification</b>	<b>Column 1 Ordinary Time Hourly Rate \$</b>	<b>Time and a Half Per Hour \$</b>	<b>Double Time Per Hour \$</b>
<b>New Entrant</b> Min 12 in role	\$39.38	\$59.08	\$97.07
<b>Level 1</b> Linehand - 12-24 months in WCP role	\$42.21	\$63.31	\$125.00
<b>Level 2</b> Linehand - Above 24 months in WCP role	\$46.42	\$69.63	\$78.78
<b>Level 3</b> LP Op	\$50.65	\$75.97	\$84.41
<b>Level 4</b> Boom 18-23	\$53.46	\$80.18	\$92.85
<b>Level 5</b> HP	\$56.27	\$84.41	\$101.30
<b>Level 6</b> 24-33	\$59.08	\$88.63	\$106.92
<b>Level 7</b> 33-43	\$61.90	\$92.85	\$112.55
<b>Level 8</b> 44m and above.	\$64.71	\$97.07	\$118.17