



Fairbrother Pty Ltd
Construction

Southern Tasmanian Enterprise Agreement 2024-2028

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SECTION 01 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be known as the Fairbrother Pty Ltd [Construction] Southern Tasmanian Enterprise Agreement 2024 - 2028 (the '**Agreement**').

2. DEFINITIONS

Act means the Fair Work Act 2009.

Award means the Building and Construction General On-site Award 2020.

Company means Fairbrother Pty Ltd (or the Employer).

Continuous Service means the period of service of an Employee notwithstanding an Employee's absence from work for any of the following reasons:

- (a) Annual leave, personal leave, or parental leave
- (b) Illness or accident up to a maximum of four (4) weeks after the expiration of paid sick leave;
- (c) Jury service;
- (d) Injury received during the course of employment;
- (e) Where called up for military service for up to three (3) months in any qualifying period;
- (f) Long service leave; and
- (g) Any reason satisfactory to the Company. The reason will not be deemed satisfactory unless the Employee has informed the Company within twenty-four (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 thereof.

Employee means a person employed by the Company and classified under this Agreement.

FWC means the Fair Work Commission.

Parties means the Company, the Employees covered by the Agreement and the Union.

NES means the National Employment Standards.

Union means the Construction, Forestry, Mining and Energy Union.

3. COMMITMENTS

3.1. The Parties to this Agreement commit themselves to ensuring that:

- 3.1.1. The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.
- 3.1.2. The Agreement is consistent with the provisions of the Act.
- 3.1.3. Productivity gains will not be achieved at the expense of health and safety standards.
- 3.1.4. The disputes settlement procedures provided herein are strictly adhered to.

4. PARTIES COVERED BY THE AGREEMENT

- 4.1. This Agreement covers and applies to the Company and the Employees permanently located in the Southern Region of Tasmania and who are employed within the Southern Construction Division of the Company and are engaged in work within a classification contained in Appendix A – Classifications and Rates of Pay.
- 4.2. This Agreement does not cover Fairbrother Construction North West, Fairbrother Construction North, Fairbrother Joinery or Fairbrother Facility Management Employees.

5. COMMENCEMENT DATE OF AGREEMENT AND DURATION

- 5.1. The Agreement will commence 7 days after approval by the FWC and shall have a nominal expiry date of 3 February 2028.
- 5.2. Pay increases shall be effective from the beginning of the first full pay period on or after the increase dates nominated in Appendix A.

6. RELATIONSHIP TO PARENT AWARD, PREVIOUS AGREEMENTS AND THE NES

- 6.1. Subject to this clause, the Award, as varied from time to time, is incorporated into and forms part of this Agreement, except for those provisions identified in Appendix E.
- 6.2. If there is any inconsistency between an express term of this Agreement and an incorporated Award term, the express term of the Agreement will prevail to the extent of any inconsistency.
- 6.3. Nothing in this agreement will operate to provide a less favourable entitlement for Employees in a particular respect than that provided by the NES. Employee entitlements under this Agreement:
- 6.3.1. Apply unless a superior condition applies in accordance with the NES; and
 - 6.3.2. Are provided in satisfaction of, and not in addition to, entitlements under the NES.

7. ACCESS TO THE AGREEMENT, AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

- 7.1. The Company must ensure that copies of this Agreement, the Award and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible or made available (whether in hard copy or through electronic means) to an Employee within a reasonable time following a request by the Employee.

8. MINIMUM STANDARDS

- 8.1. This Agreement will not operate so as to cause any overall reduction in rates and conditions as would otherwise apply under the Award, or in standards concerning parental leave, termination, change and redundancy, standard hours of work, annual leave or long service leave.

9. SEVERABILITY

- 9.1. It is the intention of those covered by this Agreement that contains only permitted matters under the Act.
- 9.2. The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of section 253 of the Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.

9.3. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

SECTION 02 – CONSULTATION, DISPUTES RESOLUTION AND REPRESENTATION

10. CONSULTATION TERM

10.1. This clause 10 applies if the Company:

10.1.1. Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

10.1.2. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

10.2. For a major change referred to in subclause 10.1.1:

10.2.1. The Company must notify the relevant Employees of the decision to introduce the major change; and

10.2.2. Clauses 10.3 to 10.9 apply.

10.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause 10.

10.4. If:

10.4.1. A relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

10.4.2. The Employee or Employees advise the Company of the identity of the representative;
the Company must recognise the representative.

10.5. As soon as practicable after making its decision, the Company must:

10.5.1. Discuss with the relevant Employees:

- (i) The introduction of the change; and
- (ii) The effect the change is likely to have on the Employees; and
- (iii) Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

10.5.2. For the purposes of the discussion provide, in writing, to the Relevant Employees:

- (i) All relevant information about the change including the nature of the change proposed; and
- (ii) Information about the expected effects of the change on the Employees; and
- (iii) Any other matters likely to affect the Employees.

10.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 10.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclause 10.2.1 and clauses 10.3 and 10.5 are taken not to apply.
- 10.9. In this clause 10, a major change is likely to have a significant effect on Employees if it results in:
- 10.9.1. The termination of the employment of Employees; or
 - 10.9.2. Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 10.9.3. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4. The alteration of hours of work; or
 - 10.9.5. The need to retrain Employees; or
 - 10.9.6. The need to relocate Employees to another workplace; or
 - 10.9.7. The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10. For a change referred to in subclause 10.1.2:
- 10.10.1. The Company must notify the relevant Employees of the proposed change; and
 - 10.10.2. Clauses 10.11 to 10.15 apply.
- 10.11. The relevant Employees may appoint a representative for the purposes of the procedures in this clause 10.
- 10.12. If:
- 10.12.1. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 10.12.2. The Employee or Employees advise the Company of the identity of the representative;
the Company must recognise the representative.
- 10.13. As soon as practicable after proposing to introduce the change, the Company must:
- 10.13.1. Discuss with the relevant Employees the introduction of the change; and
 - 10.13.2. For the purposes of the discussion-provide to the relevant Employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) Information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - 10.13.3. Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 10.14. However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 10.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 10.16. In this clause 10, relevant Employee(s) means the Employees who may be affected by the change referred to in subclause 10.1.

11. DISPUTES AND RESOLUTIONS PROCEDURE

- 11.1. If a dispute arises about any matter under or in any way related to this Agreement or the NES (including subsections 65(5) or 76(4) of the Act), the parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the parties will attempt to resolve the dispute by further discussion with more senior levels of management.
- 11.2. A party may refer the dispute to FWC to settle the dispute where:
- 11.2.1. The dispute cannot be resolved at the workplace level; or
 - 11.2.2. The dispute is not being progressed in a timely manner; or
 - 11.2.3. There are aspects of the nature of the dispute which require the dispute to be dealt with urgently; or
 - 11.2.4. The Company and the other party in dispute otherwise agree to refer the dispute.
- 11.3. FWC may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by FWC. If the dispute remains unresolved, FWC may settle the dispute by arbitration.
- 11.4. Safety issues shall be isolated from industrial matters and any issues relating to safety shall be dealt with in accordance with Company procedure.
- 11.5. Subject to clause 11.6 below, a decision of FWC under this dispute resolution procedure will bind the parties.
- 11.6. Notwithstanding clause 11.5, either party may exercise a right of appeal against the decision to the Full Bench of FWC.
- 11.7. Parties to a dispute may appoint a person or organisation of their choosing to represent them in the dispute settlement process.

12. EMPLOYEE REPRESENTATION

- 12.1. The Company recognises and respects an employee's right to be represented by their union delegate or any other person of their choosing.
- 12.2. Union delegates shall have the right to:
- (a) Be treated fairly and to perform their role as union delegate without any discrimination in their employment;
 - (b) Formal recognition by the Company that endorsed union delegates speak on behalf of union members in the workplace;
 - (c) Bargain collectively on behalf of those they represent;

- (d) Consultation, and access to reasonable information about the workplace and the business;
- (e) Paid time off work to represent the interests of members to the Company and industrial tribunals;
- (f) Reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union; and
- (g) Take reasonable leave to work with the union provided it is agreed to by the Company.
- (h) Prior to the Employer making a decision to terminate or transfer a Union Delegate, the Employer shall notify the Union Delegate one week in advance of such termination or transfer. Payment in lieu of notice may be made by agreement.

13. INDUSTRY CONSULTATION MEETINGS

13.1. Throughout the life of this agreement, parties agree to three industry wide paid mass meetings. This is in recognition by the parties that in order to expedite negotiations for a new agreement, prior to the expiry date of the current agreement, it is agreed that attendance at these meetings would be beneficial to all parties.

14. RIGHT OF ENTRY

14.1. Recognition of rights

- (a) The Parties acknowledge the regulation of union entry to workplaces under the Fair Work Act and the OHS Act, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The Parties agree that nothing in this clause can deprive any Party of their rights or remedies under the Fair Work Act and OHS Act.
- (b) The Parties recognise that Union officials can enter a site at the express invitation of the Employer for other purposes and that any such invitation may be withdrawn at any time at the discretion of the Employer.

14.2. Notice of entry

- (a) When seeking to exercise right of entry pursuant to s.481 of the Fair Work Act, each Union official must provide a duly completed entry notice outlining the nature of the breach (including particulars as required by the Fair Work Act). This notice must be provided in accordance with the Fair Work Act.
- (b) When seeking to exercise statutory rights of entry for the purposes of discussions with Employees under s.484 of the Fair Work Act, each Union official must provide a duly completed entry notice in accordance with the requirements of the relevant legislation including providing 24 hours' written notice before the entry.
- (c) When seeking to exercise entry for workplace health and safety purposes under s.494 of the Act, and the relevant provisions of OH&S Legislation, the Parties will comply with relevant statutory requirements, including those relating to entry notices.

14.3. Permits

- (a) Each Union official exercising statutory entry rights in relation to the Employer must provide the following to the Employer upon request on each occasion they visit site:
 - (i) their Federal right of entry permit; and
 - (ii) if they are exercising a right under the OHS Act, their permit under the OHS Act in addition to their Federal right of entry permit,
 - (iii) and carry them with them at all times whilst on site.

14.4. Procedures when entering site

- (a) Each Union official must, prior to entering and while on any site owned, operated or occupied by the Employer:
 - (i) be wearing all suitable personal protection equipment required for that site;
 - (ii) identify themselves, including their full names, on request by the Employer, provided that such requests are not repeated unreasonably;
 - (iii) sign their names in the visitor's book, or any other sign in book at a designated location on site (Sign In Book);
 - (iv) have undertaken or agree to undertake the applicable site visitor induction, so as to ensure that they are aware of specific safety requirements at that site at the time of the visit, as required by site management; and
 - (v) comply with all reasonable occupational health and safety requirements that apply to the site.
- (b) When leaving any site owned, operated or occupied by the Employer, Union officials will sign out of the Sign In Book.
- (c) Upon a request made by the Union for a visitor induction for a specific site, the Employer will provide the relevant visitor induction within a reasonable period.

SECTION 03 – TYPES OF EMPLOYMENT, TERMINATION OF EMPLOYMENT AND RELATED MATTERS

15. CONTRACT OF EMPLOYMENT

15.1. Types of Employment

15.1.1. Employees under this Agreement will be employed in one of the following categories:

- (i) Daily hire Employees;
- (ii) Full-time weekly hire Employees (apprentices only);
- (iii) Part-time hire Employees; or
- (iv) Casual Employees.

15.1.2. At the time of engagement, the Company will inform each Employee, in writing, of the terms of their engagement and, in particular, whether they are to be daily hire, full-time, part-time or casual Employees.

15.2. Probationary Employment

- 15.2.1. At commencement each new Employee (other than a casual Employee) will serve a probationary period of 4 weeks, unless the Company decides on a lesser period.
- 15.2.2. During this period, should either party not be satisfied with the relationship, either party without recrimination may terminate employment.
- 15.2.3. A new Employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight hours' work or payment therefore at ordinary rates, plus the appropriate allowance prescribed by clause 40 – Daily Fares and Travel Patterns Allowance. However, if the services of any Employee are not required by reason of inclement weather then the provision of clause 47 - Inclement weather, shall apply.
- 15.3. Daily Hire Employment
- 15.3.1. An Employee who is not specifically engaged as a full-time weekly hire, part-time hire or casual Employee is for all purposes of this Agreement a daily hire Employee.
- 15.3.2. A daily hire Employee is an Employee employed in accordance with the conditions of clause 11 of the Award.
- 15.3.3. Termination shall be in accordance with clause 16 of the Award for daily hire Employees.
- 15.4. Full-time Weekly Hire Employees (Apprentices Only)
- 15.4.1. Directly employed apprentices will be engaged to work on a full-time weekly hire basis and will work an average of 38 ordinary hours per week.
- 15.4.2. Conditions of apprentice employment including redundancy entitlement and termination provisions shall be in accordance with clause 14 of the Award.
- 15.5. Part-time Hire Employment
- 15.5.1. An Employee may be engaged to work on a part-time hire basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 15.5.2. Before commencing part-time employment, the Employee and Company must agree in writing:
- (a) On the hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (b) On the classification applying to the work to be performed in accordance with Appendix A(1) – Classifications and Rates of Pay.
- 15.5.3. The terms of the agreement in clause 15.5.2 may be varied by consent in writing.
- 15.5.4. The Agreement under clause 15.5.2 or any variation to it under clause 15.5.3 must be retained by the Company and a copy of the agreement and any variation to it must be provided to the Employee by the Company.
- 15.5.5. Except as otherwise provided in this Agreement, a part-time Employee must be paid for the hours agreed on in accordance with clauses 15.5.2 and 15.5.3.
- 15.5.6. The terms of this Agreement will apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.
- 15.5.7. When the normal paid hours of a part-time Employee fall on a public holiday and work is not performed by the Employee, such Employee must not lose pay for the day. Where the part-time

Employee works on the public holiday, the part-time Employee must be paid in accordance with clause 37.

15.5.8. Where a part-time Employee is eligible to be enrolled in and have contributions paid into an Industry Specific Redundancy Scheme, the Company will pay contributions on a pro rata basis.

15.6. Casual Employment

15.6.1. A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for casual employment, they will be informed in writing that they have been employed as a casual, with details of the job to be performed, the classification level, the actual or likely length of engagement including the number of hours to be worked per week, and the relevant rate of pay.

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

In regard to the entitlement of casual employees to parental leave, this Agreement shall be read and applied in accordance with section 67(2) of the Fair Work Act and National Employment Standards.

15.6.3. On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of four hours work plus the relevant Daily Fares and Travel Patterns Allowance.

15.6.4. A casual Employee for working ordinary hours shall be paid 125 percent of the hourly rate prescribed in this Agreement for the Employees' classification.

15.6.5. A casual Employee required to work overtime or weekend shall be entitled to the relevant penalty rates prescribed in this Agreement provided that:

(a) Where the relevant penalty rate is time and a half the Employee shall be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification and where the relevant penalty rate is double time the Employee shall be paid 225 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

15.6.6. A casual Employee required to work on a public holiday shall be paid 275 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

15.6.7. Termination of all casual employment shall require one hour's notice on either side or the payment or forfeiture of one hours pay, as the case maybe.

15.6.8. Casual Employees may have the option to convert to daily hire or part-time employment in accordance with clause 14.8 of the Award.

15.7. Termination

15.7.1. The termination provisions shall be in accordance with clause 40 of the Award.

16. REDUNDANCY

16.1. Requirement

16.1.1. Redundancy means a situation where an Employee ceases to be employed by the Company, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding

meaning. A redundant Employee shall receive redundancy/severance payments as per clause 41 of the Award, noting that for the purposes of clause 41.4 of the Award, the Company has offset Employees' redundancy pay entitlements by making contributions to redundancy funds as detailed in this clause.

16.2. Industry Specific Redundancy Scheme

16.2.1. The Company is, and will remain during the life of this agreement, a member of the INCOLINK Number 2 and/or ACIRT redundancy funds and will enroll all Employees within the scope of this agreement in the fund nominated by the Employee.

16.2.2. Redundancy/severance payments (in accordance with Appendix A(4)) will be paid into the Employees elected redundancy fund.

16.2.3. All Employees (including apprentices that have finalised an apprenticeship), may elect in writing to be enrolled into either fund. In the event that an Employee does not elect a fund, INCOLINK Number 2 shall be the default fund.

16.2.4. An Employee who is absent from site on authorised paid leave on any ordinary working day during the normal pay week shall be deemed to have completed a complete week of eligible service and contributions shall be made in respect of that week and service entitlements shall accrue in respect of that week.

16.2.5. Apprentices during the period of their apprenticeship will be enrolled with Incolink Number 2. Apprentices are not entitled to redundancy contributions while they are under a training contract. Redundancy contributions will not be made during the term of an apprenticeship. On completion of an apprenticeship redundancy payments will commence.

16.2.6. Work-related injury or illness - in the event of an Employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:

- (i) The person remains an Employee of the Company; and
- (ii) The Employee is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with statutory requirements or the provisions of this Agreement.

17. LONG SERVICE LEAVE

17.1. The Company will be registered with TasBuild and will make contributions in accordance with its obligations under the Construction Industry (Long Service) Act 1997.

17.2. For avoidance of doubt the Construction Industry (Long Service) Act 1997 does not form part of this Agreement.

18. SHAM SUB-CONTRACTING

18.1. The use of sham sub-contracting arrangements, as defined under the Act, would constitute a breach of this Agreement.

19. SUPPLEMENTARY LABOUR HIRE

19.1. The Company commits to utilising only reputable labour hire companies on the basis that they are able to demonstrate a proven industrial relations track record consistent with the intent of this Agreement.

20. INDIVIDUAL FLEXIBILITY ARRANGEMENT TERM

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

- (a) The arrangement deals with 1 or more of the following matters:
 - (i) Arrangements about when work is performed; and
 - (ii) Varying the primary location of employment (associated with out of area work).
- (b) The arrangement meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in 18.1(a); and
- (c) The arrangement is genuinely agreed to by the Company and Employee.

20.2. The Company must ensure that the terms of the individual flexibility arrangement:

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

20.3. The Company must ensure that the individual flexibility arrangement:

- (a) Is in writing;
- (b) Includes the name of the Company and Employee;
- (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;
- (d) Includes details of:
 - (i) The terms of the Agreement that will be varied by the arrangement;
 - (ii) How the arrangement will vary the effect of the terms;
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (b) States the day on which the arrangement commences.

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

20.5. 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 at any time.

21. EMPLOYEE OBLIGATIONS

21.1. All Employees are required to adhere to the following requirement for the purposes of ensuring that the Company is able to operate in a safe, efficient and productive manner. The following procedures and practices shall be observed at all times and are in addition to other workplace requirements as set out in this Agreement and the Company's Work Health and Safety policies:

21.1.1. All Employees are required to report to their supervisor or leading hand on arrival at the workplace and at the completion of the day's work where deemed necessary.

21.1.2. Employees will provide all tools as listed in Appendix C and Appendix D as per their appropriate trade. The wage rates listed in Appendix A(1) reflect that each Employee will provide and maintain in good working order, all of the tools required by this Agreement. Should an Employee fail or refuse to provide the full kit of tools, the Company will seek to forfeit the Company Enterprise Agreement Allowance prescribed in Appendix A(1) using the Disputes and Resolution Procedure described at clause 11 to resolve the matter.

21.1.3. As workplace safety is of paramount importance all Employees are required to adhere to safe work practices and maintain a safe working environment. Where an Employee is unsure of the safety requirements, he/she should discuss the matter with their supervisor, Safety Representative or leading hand.

21.1.4. Safety clothing, safety footwear, hard hats and any other necessary safety equipment will be provided by the Company and must be worn or used in accordance with the Company's safety requirements. All supplied clothing will be replaced using the principle of 'fair wear and tear'.

21.1.5. The supervisor and leading hands are the Company's representatives on site and will issue all work-related directions and instructions.

21.1.6. An Employee will not present for work whilst under the influence of alcohol or drugs or have any alcohol or non-prescription drugs in their possession while in the workplace.

21.1.7. When an accident occurs, it must be reported immediately to the leading hand, a Safety Representative or to the site office.

21.1.8. Where an Employee is unable to report for duty for any reason the office must be notified of the Employee's absence prior to 9.00am on the day of absence, unless special circumstances apply, in which case the Employee will notify the Company as soon as practicable.

21.1.9. Before the completion of each day's work, Employees are required to ensure that the workplace is left in a clean and safe manner.

SECTION 04 – WAGES, ALLOWANCES AND RELATED MATTERS

22. CLASSIFICATIONS AND RATES OF PAY

22.1. See Appendix A – Classifications and Rates of Pay.

22.2. The increases identified in Appendix A – are to be the only wage increase to apply during the period of this Agreement (excluding any cost-of-living allowances or other allowance adjustments specified in this Agreement). Any wage or other increases, whether by decision of FWC or otherwise, will not apply to the wage rates of Employees employed under this Agreement, unless contrary to law.

23. LEADING HANDS

23.1. A person specifically appointed to be a Leading Hand (as defined in the Award) shall be paid the wage rates set out in Appendix A(1).

24. MIXED FUNCTIONS / HIGHER DUTIES

24.1. An Employee engaged for more than two hours during a single day on duties carrying a higher rate than the Employee's ordinary classification shall be paid the higher rate for the whole day. Otherwise, the Employee must be paid the higher rate for the time so worked.

25. FIRST AID ALLOWANCE

25.1. An Employee appointed by the Company to the position of the First Aid Officer will be paid an allowance per working day in accordance with the rates set out in Appendix A(6). For the purpose of identifying eligibility under this clause, a designated First Aid Officer is an Employee who is identified on the emergency response personnel notices posted at notice boards on sites and in offices.

26. INDUSTRIAL SITE ALLOWANCE

26.1. A flat rate industrial site allowance will be paid to Employees for each hour worked in accordance with the rates set out in Appendix A(9) while working at the following industrial facilities:

- (a) Comalco;
- (b) Temco;
- (c) Boyer;
- (d) Nyrstar;
- (e) Operational mines - i.e. sites where above ground or underground excavations take place. This does not extend to off-site facilities such as administrative offices or accommodation complexes;
- (f) Risdon Prison, Wilfred Lopes Centre and operational detention facilities where Employees are required to work within the secure confines of an operating detention facility; or
- (g) Other sites as agreed in consultation with the client and parties to the Agreement.

27. SERVICE ALLOWANCE

27.1. The Company recognises the value and loyalty of long-term Employees. Where an Employee achieves relevant service with the Company, a weekly service allowance will be paid as specified in Appendix A(8) of this Agreement.

27.2. The amount to be paid for service allowance is payable on rostered days off (as accrued), personal leave days, public holidays and annual leave days. The allowance will not be payable for any unpaid leave taken.

27.3. A former Employee who re-joins the Company shall recommence accumulating their years of service towards qualification of the Service Allowance from the date of recommencement.

28. SPECIAL PROJECT ARRANGEMENTS NOT PAYABLE

- 28.1. Any project arrangement, term, condition, benefit or allowance not provided for in this Agreement are expressly not payable under this Agreement as they have been absorbed and form part of the rates of pay set out in Appendix A of the Agreement.

29. ALLOWANCES NOT PAYABLE

- 29.1. Allowances listed in the Award and not in this Agreement are expressly not payable under this Agreement as they have been absorbed and form part of the pay rates of the Agreement.

30. SUPERANNUATION

30.1. Requirement

30.1.1. Ordinary Time Earnings ('OTE') shall be as defined by the Superannuation Guarantee (Administration) Act 1992, which shall take precedent to the extent of any inconsistency.

30.1.2. The Company shall make superannuation contributions into an eligible fund as defined by clause 28.4 of the Award, and as nominated by the Employee. In the absence of an eligible nominated superannuation fund, C+BUS will become the default fund.

30.2. Company Contributions

30.2.1. The level of contributions to be paid into an eligible fund by the Company on behalf of each Employee shall be as prescribed under the Superannuation Guarantee (Administration) Act 1992.

30.3. Salary Sacrifice

30.3.1. An Employee may make a written agreement with the Company to salary sacrifice for superannuation.

30.3.2. The Employee must specify an amount as a percentage of ordinary time earnings by which his or her salary is to be reduced ('Salary Sacrifice').

30.3.3. The Salary Sacrifice will be deducted from the Employee's salary and contributed by the Company to their eligible fund each month.

30.3.4. The Company will continue to calculate the contributions required by Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's OTE before the Salary Sacrifice is deducted.

30.3.5. Salary Sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this Agreement less the Salary Sacrifice deduction.

30.3.6. Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the Salary Sacrifice contributions.

30.3.7. The Employee may revoke the Salary Sacrifice agreement or alter the amount to be deducted at any time.

31. PAYMENT OF WAGES

- 31.1. All wages, allowances and other monies must be paid by electronic funds transfer ('EFT').

- 31.2. Payments must be paid and available to the Employee not later than the end of ordinary hours of work on Thursday of each working week.
- 31.3. When notice is given, all monies due to the Employee must be paid at the time of termination of employment. Where this is not practicable, the Company will have two (2) working days to send monies due to the Employee by EFT, whereby the monies are transferred into the Employee's account (or paid by registered post).
- 31.4. As mutually agreed between the Company and the Employee work related payroll deductions may be arranged on request.

SECTION 05 – HOURS OF WORK, OVERTIME, BREAKS AND RELATED MATTERS

32. HOURS OF WORK

32.1. Ordinary Hours of Work

32.1.1. The ordinary hours of work for a full time Employee shall be 38 per week.

32.1.2. Hours of Work and Rostered Days Off

- (a) The ordinary working hours shall be worked in a 20-day four-week cycle, Monday to Friday inclusive, with nineteen working days of eight hours, with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the rostered day off. Payment on such a rostered day off shall include accrued enterprise allowance entitlement.

32.1.3. Each day of paid leave taken and any Public Holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

32.1.4. An Employee who has not worked a complete 19-day four-week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

The starting and finishing times for Employees may be staggered within the spread of hours 6.00am and 6.00pm to meet specific job requirements.

This spread of hours, by mutual Agreement between the Company and Employee(s) may be altered to suit climatic, seasonal or specific project requirements.

By mutual Agreement between the Company and the Employee(s) the operative times of the afternoon rest period may be varied.

32.1.5. Variation of Ordinary Hours

Weekends may be worked as part of ordinary hours under the following circumstances:

- (i) Greater accessibility of work sites during weekends;
- (ii) To allow for greater continuity of operation;
- (iii) To meet a project deadline.

Provided that:

- (i) Any such work done on weekends shall continue to attract the appropriate Saturday or Sunday penalty rates.
- (ii) The undertaking of such work shall be by agreement between the Company and Employee(s).

32.1.6. By mutual agreement between the Company and Employee(s) the ordinary hours of work on specific projects and/or sites may be increased. In those circumstances any hours in excess of 8 hours shall continue to attract the appropriate penalty rate unless the increase in hours has been requested by the Employees to facilitate the implementation of a 4-day week for specific projects.

32.2. Rostered Days Off

32.2.1. The Parties agree there are potential benefits for the Company and Employees in allowing greater flexibility in taking RDO's. This agreement will provide the Parties with the capacity to develop beneficial arrangements, which may provide for individual Employees to accumulate a maximum of five (5) RDO's.

32.2.2. RDO's can be taken as per the indicative calendar found in **Error! Reference source not found.**, or at mutually convenient times between the Company and the Employee.

(a) The Company may request the Employee to take RDO's once five (5) RDO's have been accrued.

(b) Should an Employee request to take annual leave and their RDO accrual is in excess of five (5) RDO's, the Employee will be required to use their RDO's accrual first to reduce their accrual below five (5) RDO's prior to taking annual leave.

32.2.3. An Employee who has an accumulation of RDO's shall provide the Company with two (2) days' notice before taking up to two (2) RDO's.

32.2.4. Employees will be provided with details of accumulated RDO's with weekly pay slips.

32.3. Meal Break

32.3.1. Except as provided for in clause 32.3.2, there will be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no later than five hours after the commencement of work.

32.3.2. Due to the nature of the work being undertaken, the time of taking the prescribed meal break by one or more of the Employees may be altered by the Company provided that the meal break should commence no later than 1.00pm.

32.3.3. Wash Time

The Company shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable Employees to wash and put away gear.

32.3.4. Working with Toxic Materials

Where an Employee is using toxic materials and such work continues to the Employee's meal break the Employee shall be entitled to take washing time of ten minutes immediately prior to the meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day,

washing time of ten minutes shall be granted. The washing time break or breaks shall be counted as time worked.

32.4. Crib Time / Over Time Meal Allowance

32.4.1. An Employee shall be allowed a paid rest period of 10 minutes between 9.00am and 11.00am. A further rest period of 10 minutes between 2.30pm and 3.30pm shall also be allowed. By mutual Agreement between the Company and the Employee(s), the operative times of the afternoon rest period may be varied.

32.4.2. When an Employee is required to work overtime after the usual ceasing time for the day or shift for greater than two hours, he/she will be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four (4) hours of continuous work, he/she will be allowed to take, also without deduction of pay, a crib time of 30 minutes in duration. In the event of an Employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of more than two hours, he/she will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

32.4.3. For the purposes of this subclause 'usual ceasing time' is at the end of ordinary hours inclusive of time worked for accrual purposes.

32.4.4. An Employee required to work overtime in excess of two hours after working ordinary hours Monday to Friday will be paid an overtime meal allowance of \$15.00.

33. OVERTIME

33.1. Provisions

Except as provided in clause 33.2 below the provisions of clause 29 of the Award shall apply.

33.2. Requirement to work reasonable overtime

- (a) Except as provided in this clause, the Company may require any Employee to work reasonable overtime.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) Any risk to Employee health and safety;
 - (ii) The Employee's personal circumstances including any family responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
 - (v) Any other relevant matter.

34. SHIFT WORK

34.1. Provisions

The provisions of clause 17.1 of the Award shall apply.

This clause shall be read and applied in accordance with Clause 17.1 of the Building and Construction On-site Award 2020.

34.2. Additional Provisions

34.2.1. In addition to the provisions as set out in clause 17.1 of the Award, an Employee classified as a 'shift worker' can qualify for the shift worker entitlement of five weeks annual leave if all of the following apply to the Employee:

- They are employed in activity where shifts are continuously rostered 24 hours a day for seven days a week;
- They are regularly rostered to work those shifts; and
- They regularly work on Sundays and public holidays.

The definition of Shift Worker shall be read and applied in accordance with the definition outline for a Continuous Shift Worker in Clause 2 of the Building and Construction General On-site Award 2020; and

For the purpose of an employee being eligible to an additional week of annual leave entitlement should be read and applied in accordance with Clause 31.1.(a) of the Building and Construction General On-site Award 2020.

35. WEEKEND WORK

35.1. The provisions of clause 30 of the Award shall apply.

SECTION 06 – LEAVE AND PUBLIC HOLIDAYS

36. LEAVE

36.1. Annual Leave

36.1.1. Period of Leave

A period of 20 working days, (exclusive of any public holidays occurring during the period), shall be given and taken as leave annually to all Employees, other than casual Employees, after twelve months' continuous service (less the period of annual leave) with the Company. An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

Where a rostered day off falls during the period when annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments.

36.1.2. Proportionate Leave on Termination

Where an Employee has given five working days or more continuous service, and either leaves employment, or the Employee's employment is terminated by the Company, the Employee shall be paid one twelfth of an ordinary week's wages in respect of each completed five working days of continuous service with the current Company for which leave has not been granted or paid for in accordance with this Agreement.

36.1.3. Payment for Period of Leave

Each Employee may apply, before going on leave, to be paid in advance the wages which would ordinarily accrue during the period of the leave. Unless the Employee specifically applies to receive their wages in advance, the Company shall pay such wages weekly as part of the normal pay cycle. Payment of annual leave shall be at the Employee's ordinary rate of pay.

36.1.4. Annual Leave Loading

Each Employee shall receive during a period of annual leave a loading of 17.5% calculated on ordinary wage rates (per Appendix A(1) and Appendix A(2)). The loading prescribed above shall also apply to proportionate leave on lawful termination.

36.1.5. Christmas Close Down

Where the Company at its discretion decides to close down its establishment during the Christmas - New Year period and requires all, or the majority, of its Employees to take annual leave, the Company shall give at least two months' notice to its Employees of its intention to do so.

Employees who have not accrued sufficient pro rata annual leave prior to the commencement of any Christmas / New Year close down period may be stood down without pay during such period.

36.2. Personal Leave

36.2.1. Full-time Employees will be provided with a maximum of 10 days personal leave annually, to be used when absent from work in the following situations:

- (a) Due to personal illness or injury; or
- (b) To provide care or support to immediate family or household member who is ill or injured, or in the case of an unexpected emergency in relation to that person.

36.2.2. Part-time Employees can access the same paid personal leave entitlements as full time Employees, on a pro-rata basis.

36.2.3. Personal leave is cumulative but will not be paid out on the cessation of employment.

36.2.4. Sick Leave

An Employee during the first year of employment with the Company shall be entitled to sick leave at the rate of one day at the beginning of each of the first ten calendar months.

Provided that an Employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of the Employee's second year and each subsequent year thereafter from the anniversary of engagement.

If an Employee is terminated by the Company and is re-engaged by the Company within a period of six months, then the Employee's unclaimed balance of sick leave shall continue from the date of reengagement. In such case the Employee's next year of service will commence after a total of twelve months has been served with the Company excluding the period of interruption in service from the date of

commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

As soon as possible, an Employee shall inform their manager of their inability to attend for duty, and, as far as practicable, state the general nature of the injury or illness and the estimated duration of the Employee's absence.

An Employee shall prove to the Company's satisfaction that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which personal leave is claimed. This will involve the production of a medical certificate for 2 or more day's consecutive leave.

In the case of an Employee who claims to be allowed paid personal leave in accordance with this clause for an absence of 1 day only, such Employee if in the year the Employee has already been allowed paid personal leave on 2 occasions for 1 day only, shall not be entitled to payment for the day claimed unless the Employee produces to the Company a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the Employee was unable to attend for duty on account of personal illness or injury or carer responsibility.

Where an Employee's entitlement to 2 paid days personal leave have been utilised, a personal leave day or days taken either side of a public holiday, RDO or weekend, without provision of a medical certificate, will only entitle the Employee to be paid for the public holiday, RDO or any actual time worked on a weekend. The other days where an Employee does not attend work will be treated as leave without pay.

The Company may agree to accept a Statutory Declaration, stating that the Employee was unable to attend for duty on account of personal illness or injury or carer responsibility in lieu of a medical certificate.

36.2.5. Carers Leave

An Employee (other than a casual) is entitled to use their personal leave entitlement to care for family members or household members who are sick, injured or have an unexpected emergency. This entitlement is subject to the Employee being responsible for the care and support of the person concerned. For the purpose of this clause only, 'family member' is defined as:

- (a) A spouse or de facto spouse of the Employee;
- (b) A child (regardless of age), parent, grandparent, grandchild or sibling of the Employee; or
- (c) A relative of the Employee who is a member of the same household.

The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another. An Employee may take unpaid carer's leave by Agreement with the Company.

In normal circumstances, an Employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

The Employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring leave and

their relationship to the Employee, the reason for taking such leave and the estimated length of the absence. If it is not practicable for the Employee to give prior notice of the absence, the Employee shall notify the Company by telephone of such absence at the first opportunity on the day of the absence.

An Employee, including a casual, may take unpaid carer's leave by Agreement with the Company. Any dispute as to the taking of personal leave shall be dealt with in accordance with the Disputes Settling clause of the Agreement.

36.3. Compassionate Leave

36.3.1. An Employee (other than a casual) is entitled to up to 2 days paid compassionate leave on each occasion of the death or the life-threatening illness or injury (within Australia), of a member of the Employee's immediate family or household inclusive of the Employee's spouse (wife, husband or life partner including same sex partner), child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

36.3.2. Such leave shall be up to and including the day of the funeral of such relation (or where made necessary because of travel arrangements, the day after the funeral). With the consent of the Company, which shall not be unreasonably withheld, an Employee shall in addition be entitled to up to 10 working day's unpaid compassionate leave in respect of the death within Australia or overseas of a relation to whom the clause applies.

36.3.3. If required, proof of such death shall be provided by the Employee to the satisfaction of the Company.

36.3.4. The amount of any payment under this clause will be equal to the Employee's ordinary time wages excluding such allowances as Daily Fares and Travel Patterns Allowance.

37. PUBLIC HOLIDAYS AND HOLIDAY WORK

37.1. Public Holidays are as provided for in the NES, state public holidays are gazetted and provided for by Worksafe Tasmania, for the applicable region.

37.2. The Company and the Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees covered by this Agreement shall constitute Agreement. An Agreement shall be recorded in writing and be available to every affected Employee.

38. JURY SERVICE

38.1. An Employee required to attend for jury service shall be entitled to have the Employees pay made up by the Company to equal the ordinary pay as for eight hours (inclusive of accrued entitlements) for the duration of the service. The Employee shall give the Company proof of such attendance and the amount received in respect of such jury service.

38.2. An Employee shall notify the Company as soon as practicable of the date upon which the Employee is required to attend for jury service, and shall provide the Company with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

39. PARENTAL LEAVE

39.1. Parental leave shall be in accordance with the NES.

39.2. And/or comply with Fairbrother Leave Entitlements Procedure PRO-PLP-400.

SECTION 07 – FARES, TRAVEL AND RELATED MATTERS

40. DAILY FARES AND TRAVEL PATTERNS ALLOWANCE

40.1. Allowance Provisions

40.1.1. The amount to be paid to Employees and Apprentices for Daily Fares and Travel Patterns Allowance shall be the amount stipulated in Appendix A(3) and is not payable for any days an Employee is absent from work due to long service leave, annual leave, personal leave, compassionate leave, public holidays, workers compensation, jury duty, rostered days off, inclement weather or any other days the Employee did not attend work. The rates for Daily Fares and Travel Patterns Allowance are higher than the Award rate and include compensation for the withdrawal of the payment of the allowance for Rostered Days Off.

40.1.2. Travel within 50 kilometres by road from the Hobart General Post Office to a place of work and return shall be undertaken in the Employees own time and shall not be regarded as time worked for any purpose of this Agreement. Time spent travelling beyond 50km shall be paid at ordinary time. The 50 kilometres travelled is to be by the shortest, safest and most direct route.

In the case of an Employee directed by the Company to pick up and/or return other Employees to their homes, such an Employee shall be paid as though the time taken was worked. Any such time shall be paid at ordinary rates and shall be disregarded for determining the hours worked for overtime purposes.

40.1.3. Distant Jobs

The allowances prescribed in clause 40.1.6 of the Agreement shall be paid to Employees employed on a distant job, when the work is carried out away from the place where, with the Company's approval, the Employee is accommodated, in accordance with the by-road calculation method.

40.1.4. Requirements to Transfer

As required by the Company, Employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the Company.

An Employee transferred from one site to another during working hours shall be paid for the time occupied in travelling if approved by a Company supervisor or manager and unless transported by the Company, shall be paid reasonable cost of fares by the most convenient public transport between such sites.

Provided that where an Employee agrees to the Company's request to use the Employee's own car for such a transfer, the Employee shall be paid an allowance at the rate of 76 cents per kilometre if approved by a Company supervisor or manager.

40.1.5. Daily Entitlement with Respect to Other Provisions

The travelling allowances prescribed in this Agreement shall not be taken into account in calculating overtime, penalty rates, leave or rostered days off.

Subject to the foregoing provisions a fare shall be deemed to have been incurred if the Employee has used a bicycle or other means of locomotion or has walked instead of using a public conveyance.

40.1.6. Kilometre Reimbursements for Employee Business Travel

(a) Travel Beyond the Defined Radius

Where an Employee uses their own car to travel to a job site or business location which is more than a distance of 50km by road (shortest, safest and most practical route) from the Hobart General Post Office, then any travel undertaken by the Employee outside this boundary of 50km will be reimbursed by the Company to the Employee at the rate of 60 cents per kilometre. The definition of shortest, safest and most practical route can be confirmed by management for each site.

(b) Where an Employee is agreeable to use their own vehicle, the Company will carry Motor Vehicle insurance to cover the Employee's vehicle provided that it is not otherwise insured. The maximum sum insured is \$50,000.00. The excess is \$500.00 plus any applicable age excess and this amount is the responsibility of the Employee (if the Company's insurance policy changes, employees will be notified).

41. LIVING AWAY FROM HOME ALLOWANCE

41.1. Qualification and Entitlements

41.1.1. Qualification

An Employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from the Employees' usual place of residence that the Employee cannot reasonably return to that place each night under the following conditions:

- (a) The Employee is not in receipt of relocation benefits;
- (b) The Employee is maintaining a separate place of residence to which it is not reasonable to expect the Employee to return each night; and
- (c) The Employee on being requested by the Company informs the Company, at the time of engagement, that the Employee maintains a separate place of residence from the address recorded on the job application.

Subject to 41.1.2 hereof, an Employee is regarded as bound by the statement of the Employees' address and no entitlement shall exist if unknowingly to the Company the Employee wilfully and without duress made a false statement in relation to the above.

41.1.2. Employee's Address

The Company shall require and the applicant shall provide the Company with the following information, in writing, at the time of engagement:

- (a) The address of the place of residence at the time of application; and
- (b) The address of the separately maintained residence, if applicable.

Provided however, that the Company shall not exercise undue influence, for the purpose of avoiding its obligations under the Agreement, in persuading the prospective Employee to insert a false address.

No subsequent change of address shall entitle an Employee to the provisions of this clause unless the Company agrees.

Documentary proof of address such as a long service leave registration card or driver's license may be accepted by the Company as proof of the Employee's usual place of residence.

The address of the Employee's usual place of residence and not the place of engagement shall determine the application of this clause.

Any dispute arising in respect of this clause shall be dealt with in accordance with clause 11 – Disputes and Resolution procedure of this Agreement.

41.1.3. Entitlement

Where an Employee qualifies under 41.1.1 hereof, and based on Agreement between the Employee and their manager, the Company shall offer to:

- (a) Pay for accommodation and pay the Employee \$60.00 per full day spent living away from home to cover the cost of three meals and incidental expenses.

In addition, the Company shall pay the Employee a Living Away From Home allowance of \$2.00 per hour worked on site plus \$20.00 to cover the cost of a meal on the return journey.

41.1.4. Travelling Expenses

An Employee who is sent by the Company or selected or engaged by the Company or agent to go to a job which qualifies the Employee to the provision of this clause shall not be entitled to any of the allowances prescribed by this Agreement for the period occupied in travelling from the Employees' usual place of residence to the distant job, but in lieu thereof shall be paid:

- (a) Forward Journey

The time spent in travelling outside the 50km distance, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).

- (b) Return Journey

An Employee shall, for the return journey outside the 50km distance, receive the same rates of payment as provided on the forward journey hereof.

- (c) Requirements to Transfer

As required by the Company, Employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the Company.

- (d) Transfer During Working Hours

An Employee transferred from one site to another during working hours shall be paid for the time occupied in travelling if approved by a Company

Supervisor or Manager and unless transported by the Company, shall be paid reasonable cost of fares by the most convenient public transport between such sites.

Provided that where an Employee agrees to the Company's request to use the Employee's own car for such a transfer, the Employee shall be paid an allowance at the rate of 76 cents per kilometre if approved by the Employee's manager.

(e) Daily Entitlement in Respect to Other Provisions

The travelling allowances prescribed in clause 40 of the Agreement shall not be taken into account in calculating overtime, penalty rates, annual/personal leave or rostered days off.

41.1.5. Accommodation Standards

Where Employees are required to live away from home, the Company will ensure that accommodation and its facilities are of a good standard, while ensuring the accommodation provides privacy for the Employee. The Company agrees to abide by a 'one person, one room' policy where practicable.

42. MAJOR INFRASTRUCTURE

42.1. For the purpose of this clause "Major Infrastructure" means construction or civil works on projects over total sum package of \$100M. Projects that fall into this category will incur a \$5.00 per hour site allowance. This allowance is to be paid on top of all other allowances that maybe applicable to employees under this agreement. This allowance is to be paid on RDOs taken.

42.2. Examples of Major Infrastructure could include but not limited to Stadiums, Hospitals, Airports, Civil works, Wind Farms and renewable energy projects Hydro projects and Battery of the Nation, Project Marinus, Macquarie Point Precinct, Bridges and associated construction developments. Any demolition aligned with projects under this clause will also be entitled to the site allowance.

42.3. This allowance shall apply to any subcontractors, labour hire, group training and any other supplementary labour engaged by the employer on applicable projects who have an enterprise agreement with the union that:

42.3.1. Does not provide for a site allowance: or

42.3.2. Provides for a site allowance of less than \$5.00 per hour.

42.4. Should a dispute arise as to whether the allowance is applicable to a project around the total sum for example:

42.4.1. A project being split up into stages, the overall project value will be the guide used to determine if this allowance is applied.

42.4.2. Consultation between parties to this agreement prior to a dispute arising is fundamental for the correct implementation of this clause, this should be followed on a project by project basis.

42.4.3. Should a dispute still exist, then the dispute settlement procedure set out in this agreement will apply.

SECTION 08 – TRAINING

43. TRAINING, EDUCATION, SKILLS

43.1. The Parties recognise that in order to increase the efficiency and productivity of the Company a significant commitment to structured training and skill development is required.

43.2. Where an Employee is specifically required by the Company to undertake training for the purpose of obtaining a High Risk Licence, the Company agrees to cover the cost of the issue of that licence and/or relevant endorsements. Where an Employee undertakes training to obtain a High Risk Licence or endorsement that is not specifically required by the Company, the cost of such will be the Employee's responsibility.

44. APPRENTICES

44.1. Apprentice Wages and Training

44.1.1. Directly employed apprentices shall be paid the appropriate wage rate in accordance with the rates set out in Appendix A(2).

44.1.2. An Employee who is under 21 years of age on the expiration of the Employee's apprenticeship and thereafter works as a minor in the occupation, to which the Employee has been apprenticed, shall be paid the adult rate for that classification.

44.1.3. An Employee who is 21 years of age or more at the time of entering into a training contract for a trade will be considered as an Adult Apprentice. The adult apprentice shall be paid not less than the wage rate for the CW1 (B) classification as prescribed in Appendix A(1) of this Agreement.

(a) Where an Employee was employed by the Company immediately prior to becoming an adult apprentice with the Company, that Employee will not suffer a reduction in the ordinary time hourly rate of pay by virtue of entering into the contract of training.

44.1.4. Except where inconsistent with the Vocational Education and Training Act 1994, the general provisions of this Agreement shall apply to apprentices employed on work within the scope of this Agreement.

44.2. Apprentice Tool Kits

44.2.1. Provided that the Company, may, by Agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

44.2.2. In the event of an apprentice being dismissed or leaving employment before the cost of tool kit has been reimbursed the Company shall be entitled to:

- (a) Deduct from any wages due to the apprentice the remaining cost of the tool kit; or
- (b) By Agreement retain tools at the originally nominated value to the amount still owing.

SECTION 09 – WORKPLACE HEALTH AND SAFETY AND INDUSTRY SPECIFIC PROVISIONS

45. WORKPLACE HEALTH AND SAFETY

45.1. The Parties to this Agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all Employees. To facilitate this it is provided that:

45.1.1. It is the Company's obligation to provide a safe and healthy workplace.

45.1.2. Any Employee becoming aware of a situation which is unsafe or has the potential to become unsafe is responsible for immediately reporting the information to his/her supervisor/manager, safety representative or other appropriate representative of the Company.

45.1.3. Issued safety equipment, clothing and footwear must be used and work in the manner intended.

45.1.4. It is strictly against the rules of the workplace to interfere with, or make inoperative, any safety equipment or guards.

45.1.5. Horseplay at the workplace is dangerous and can lead to the injury of those involved, or to bystanders; therefore horseplay or the unauthorised or irresponsible use of fire protection or safety equipment is prohibited. Failure to observe this instruction may lead to dismissal.

45.1.6. Any damage to safety plant or equipment must be reported to the appropriate supervisor/manager as soon as possible.

45.1.7. All requirements of the Work Health and Safety Act 2012 will apply to work covered by this Agreement.

Election of Work Health and Safety representatives and providing approved training.

46. AMENITIES

46.1. Amenities shall be provided as per Appendix B.

47. INCLEMENT WEATHER

47.1. Inclement Weather Provisions

47.1.1. Inclement weather provisions will be as per clause 24 of the Award and the Company and Employees will work together in an attempt to minimise lost time in relation to inclement weather. All Parties to this Agreement will continue to adopt a practical attitude and must consider the safety of Employees when assessing what constitutes inclement weather.

47.1.2. Under this Agreement, temperature at or above 35°C shall be defined as constituting 'inclement weather'. When it is expected that the temperature will reach 35°C or more, or when the temperature approaches 35°C, the Parties on site shall confer regarding the performance of

work. Temperature will be measured by reference to the nearest automatic Bureau of Meteorology monitoring station.

47.1.3. Where practical Employees will accept being transferred to an area or site which is not affected by inclement weather, if in the opinion of the Company useful work can be carried out at the alternative area or site.

47.1.4. When the above is not possible, Employees will be encouraged to use non-productive time in further skills training or job planning when the situation permits this to occur. Such training shall be relevant and meaningful and will be carried out by a suitably qualified trainer and where practical shall be completed to an appropriate stage.

The Training shall include:

- Quality Assurance
- Safety
- Industry Recognised Programmes
- NBCITC Accredited Modules

47.1.5. Subject to compliance with the above, Employees will continue to be paid during periods of inclement weather in accordance with the provisions of clause 24 of the Award.

SECTION 10 – AGREEMENT OF COMPLIANCE

48. NO FURTHER CLAIMS

48.1. Parties to this Agreement undertake to not pursue any further claims as to wage increases or to improvements or reduce the conditions of employment, whether specified by this Agreement or over-Agreement conditions, during the life of this Agreement.

SECTION 11 – APPENDICES

Appendix A - Classifications and Rates of Pay

1. RATES OF PAY

- 1.1 The following ordinary rates of pay shall apply to the following classifications covered by this Agreement:

Trades Rates	Band	Current	02/10/24	02/07/25	01/07/26	03/02/27
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Senior Foreperson	CW8(A)	\$48.72	\$50.66	\$52.68	\$55.06	\$57.59
Foreperson	CW8	\$45.88	\$47.71	\$49.61	\$51.85	\$54.23
Subforeperson	CW7	\$44.66	\$46.44	\$48.29	\$50.47	\$52.79
Leading Hand (10+)	LH(10+)	\$43.76	\$45.51	\$47.33	\$49.45	\$51.72
Leading Hand (6-10)	LH(6-10)	\$42.95	\$44.66	\$46.44	\$48.54	\$50.77
Senior Carpenter	CW4	\$42.63	\$44.33	\$46.10	\$48.17	\$50.38
Leading Hand (2-5)	LH(2-5)	\$42.48	\$44.17	\$45.94	\$48.01	\$50.22
Carpenter	CW3	\$40.60	\$42.22	\$43.91	\$45.88	\$48.00
General Labourer	CW1(D)	\$39.79	\$41.38	\$43.03	\$44.97	\$47.03
General Labourer	CW1(C)	\$39.39	\$40.96	\$42.59	\$44.52	\$46.56
General Labourer	CW1(B)	\$37.36	\$38.85	\$40.40	\$42.22	\$44.16

- 1.2 A Foreperson (CW8) means an Employee who is given by the Company, or the Company's agent, the responsibility for supervising the programming of work.

- 1.3 A Subforeperson (CW7) is a Foreperson other than a CW8.

2. APPRENTICE RATES OF PAY

- 2.1 Apprentices shall be paid the appropriate wage rates as prescribed below:

Apprentice Rates	Current	02/10/24	02/07/25	01/07/26	03/02/27
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Year 4	\$30.43	\$31.64	\$32.90	\$34.39	\$35.97
Year 3	\$25.35	\$26.36	\$27.41	\$28.65	\$29.96
Year 2	\$20.29	\$21.10	\$21.94	\$22.93	\$23.98
Year 1	\$16.90	\$17.57	\$18.27	\$19.10	\$19.97

3. DAILY FARES AND TRAVEL PATTERNS ALLOWANCE

3.1 A Daily Fares and Travel Patterns Allowance shall be paid as per clause 40 of this Agreement at the following rates:

Trades Rates	Current	02/10/24	02/07/25	01/07/26	03/02/27
Daily Fares & Travel Allowance	\$40.00	\$41.00	\$42.00	\$43.50	\$45.00

3.2 A Daily Fares and Travel Patterns Allowance for apprentices shall be paid as per clause 40 of this Agreement at the following rates:

Apprentice Rates	% of Trades Rates	Current	02/10/24	02/07/25	01/07/26	03/02/27
Year 4	95%	\$38.00	\$38.95	\$39.90	\$41.32	\$42.75
Year 3	95%	\$36.00	\$38.95	\$39.90	\$41.32	\$42.75
Year 2	85%	\$34.00	\$34.85	\$35.70	\$36.97	\$38.25
Year 1	85%	\$30.00	\$34.85	\$35.70	\$36.97	\$38.25

4. REDUNDANCY CONTRIBUTIONS

4.1 As per clause 16 of this Agreement, Employees may elect in writing to be enrolled into either fund and will be entitled to redundancy payments in accordance the following rates:

Allowance Description	Per Week				
	Current	02/10/24	02/07/25	01/07/26	03/02/27
ACIRT or Incolink Contribution	\$40.00	\$42.50	\$45.00	\$47.50	\$50.00

5. OVERTIME MEAL ALLOWANCE

5.1 An overtime meal allowance shall be paid as per clause 32.4.4 of this Agreement at the following rates:

Allowance Description	
Overtime Meal Allowance	\$15.00 per meal

6. FIRST AID ALLOWANCE

6.1 A First Aid Allowance shall be paid as per clause 25 of this Agreement at the following rates:

Allowance Description	
First Aid Allowance	\$2.91 per day

7. LIVING AWAY FROM HOME ALLOWANCE

7.1 Living away from home allowances shall be paid as per clause 41 of this Agreement at the following rates:

Allowance Description	
Living Away From Home Allowance	\$2.00 per hour worked (Flat Rate).
Accommodation	Company pays for accommodation.
Living Away from Home Meal Allowance	\$60.00 per full day spent living away from home to cover the cost of three meals and incidental expenses.
Return Journey Meal Allowance	\$20.00 return meal allowance, to cover the cost of a meal on the return journey.

8. SERVICE ALLOWANCE

8.1 Service allowance shall be paid as per clause 27 of this Agreement at the following rates:

Allowance Description	
(a) Employees with 5 to 10 continuous years of service as a tradesperson or labourer shall be paid an additional 0.25 cents per hour on ordinary hours of work for a full-time Employee.	\$9.50 per week <i>(e.g. paid at 38 hours at \$9.50 per week, RDO accrued).</i>
(b) Employees with 10 or more continuous years of service as a tradesperson or labourer shall be paid an additional 0.40 cents per hour on ordinary hours of work for a full-time Employee.	\$15.20 per week <i>(e.g. paid at 38 hours at \$15.20 per week, RDO accrued).</i>

9. INDUSTRIAL SITE ALLOWANCE

9.1 Industrial site allowance shall be paid as per clause 26 of this Agreement at the following rates:

Allowance Description	
Industrial Site Allowance	\$2.00 per hour

Appendix B - Amenities

1. Amenities shall be as per the Code of Practice for Construction Work.

Appendix C - Apprentice and Carpenter Tool Kit

Protection of Employees' Tools Procedure PRO-PLP-418 to apply to all tools listed in the below table.

No.	Apprentice & Carpenter Tool Kit	Preferred Brand
1	Claw Hammer	Whitei
1	8.0 metre Measuring Tape	Lufkin
1	5 piece Chisel Set	Stanley
1	300mm Combination Square	Stanley
1	Nail Punch Set - 3 piece	Stanley
1	1200mm Spirit Level	Stanley
1	1000mm Folding Rule	Apextool
2	Chalk Line and Chalk Refill	Tajima
1	100 metre Neon Bricklayers Stringline	Apextool
1	Retractable Utility Knife	Stanley
1	12 piece Standard Screwdriver Kit	Apextool
1	300mm Adjustable Wrench	Kincrome
1	Sharpening Stone	Saintg
1	Chisel and Pencil Pouch	Spear
1	550mm Hardpoint Handsaw	Bahco
1	4 Pocket Builders Apron	Spear
1	Tie Wire Reel and Belt Pack	Agpulie
1	50mm Leather Belt	Spear
1	300mm Concrete Nipper	Tridon
12	Medium Red Carpenter Pencil	Apextool
12	Hard Green Carpenter Pencil	Apextool
1	Large Open Tote	Stanley
1	2000mm Spirit Level	Stanley
1	600mm Spirit Level	Stanley
1	610mm Wrecking Bar	Stanley
1	600x400mm Roofing Square	Lufkin
1	Tin Snips - Left Cutting Offset Snip (Red)	Wiss
1	Tin Snips - Right Cutting Offset Snip (Green)	Wiss
1	Tin Snips - Straight Cutting Snips (Yellow)	Wiss
1	Caulking Gun	Dripless
1	300mm Hacksaw and Blades	Bahco
1	8 piece Spade Bit Set	Irwin
1	150mm Adjustable Wrench	Kincrome
1	Block Plane	Stanley
1	21 piece Drill Bit Set	P&N
1	Pop Riveter	Pop
1	Coping Saw	Stanley
2	300mm Quick Action Clamp	Irwin
1	Sliding Bevel	Etc
1	50.0 metre Speed Winder Tape	Lufkin
1	37 piece Socket Set	Stanley
1	10 piece Metric Allen Key Set	Brighton B
1	10 piece Imperial Allen Key Set	Brighton B
1	Fillet Cutters	Reid
1	250mm 2 nd Cut Flat Wood Rasp	Pferd
1	300mm 2 nd Cut Flat File	Pferd
1	1200mm Tradesman Tool Box	Kingcrome
Power Tools:		
1	Battery Drill	Makita
1	Battery Impact Driver (screw gun)	Makita
1	Battery 165mm Circular Saw	Makita
1	Battery Rotary Hammer	Makita
1	Battery Reciprocating Saw	Makita
4	Batteries	Makita
1	Battery Charger	Makita
1	Electric 20mm 2x Speed Hammer Drill	Makita
1	Electric 82mm Planer	Makita
1	Electric 210mm Circular Saw	Makita

Appendix D - Labourer Tool Kit

Protection of Employees' Tools Procedure PRO-PLP-418 to apply to all tools listed in the below table.

No.	Labourer Tool Kit	Preferred Brand
1	Claw Hammer	Whitei
1	8.0 metre Measuring Tape	Lufkin
1	Nail Punch Set - 3 piece	Stanley
1	1200mm Spirit Level	Stanley
1	Retractable Utility Knife	Stanley
1	12 piece Standard Screwdriver Kit	Apextool
1	300mm Adjustable Wrench	Kincrome
1	4 Pocket Builders Apron	Spear
1	Tie Wire Reel and Belt Pack	Agpulie
1	50mm Leather Belt	Spear
12	Medium Red Carpenter Pencil	Apextool
12	Hard Green Carpenter Pencil	Apextool
1	Large Open Tote	Stanley
1	610mm Wrecking Bar	Stanley
1	Caulking Gun	Dripless
1	150mm Adjustable Wrench	Kincrome
1	21 piece Drill Bit Set	P&N
Power Tools:		
1	Battery Drill	Makita
1	Battery Impact Driver (screw gun)	Makita
1	Battery Rotary Hammer	Makita
4	Batteries	Makita
1	Battery Charger	Makita

Appendix E - Excluded Award Clauses

The Agreement incorporates and/or explicitly supersedes via negotiations several provisions of the Modern Award.

To avoid confusion and/or possible claims for additional payments the following clauses shall not apply to Employees performing work:

- Clause 1 – Title
- Clause 2 – Commencement and transitional
- Clause 3 – Coverage
- Clause 4 – Access to the award and the National Employment Standards
- Clause 6 – The National Employment Standards and this award
- Clause 7 – Award flexibility
- Clause 8 – Consultation
- Clause 9 – Dispute resolution
- Clause 10 – Types of employment
- Clause 12 – Full-time weekly hire employment
- Clause 13 – Part-time weekly hire employment
- Clause 14 – Casual employment
- Clause 15 – Apprentices
- Clause 18 – Classifications
- Clause 19 – Minimum wages
- Clause 20 – Expense related allowance
- Clause 21 – Site and general wage related allowances
- Clause 22 – Special rates
- Clause 24 – Living away from home – distance work
- Clause 25 – Fares and travel patterns allowance
- Clause 26 – District allowances
- Clause 30 – Higher duties
- Clause 31 – Payment of wages
- Clause 32 – Superannuation
- Clause 33 – Ordinary hours of work
- Clause 34.2 – Shift work – Civil construction sector
- Clause 35 – Meal breaks
- Clause 38 – Annual leave
- Clause 39 – Personal/carer’s leave and compassionate leave
- Clause 42 – Lift industry
- Clause 43 – Forepersons and supervisors
- Schedule A – Transitional Provisions;
- Schedule B, B.1 – Classification Definitions;
- Schedule B, B.2.4 – B.2.6 and B.2.9 – Classifications and related issues
- Schedule E – 2017 Part-day Public Holidays.

Appendix F – Passenger and Material Lifts

SECTION I 1. Definition of Building Where Lift Required

- 1.1 A passenger/materials lift shall be provided on a building which shall, when complete, consist of more than six (6) storey levels excluding the roof, parapets and basement levels (if any), but including the ground floor.
- 1.2 For the purposes of this Sub-Clause, a storey level means structurally completed floor, walls, columns, and ceilings (not being false ceilings), and shall include mezzanine or similar levels, but excluding “half floors” such as toilet blocks or store rooms located between floors.
- 1.3 For the purpose of defining the number of story levels in a building; where any plant or similar structure does not exceed 25 per cent of the top floor area, such plant room or similar structure shall not be counted as a storey level or levels as the case may be.
- 1.4 For a building with sloping or split floors (e.g., a car park), the method of determining storey levels shall be by taking the height of that building and dividing its height by the average floor height of a building which does not have sloping or split floors.

SECTION II 2. When Lift Required

- 2.1 The passenger/materials lift shall be in operation from the date of commencement of formwork erection above the floor level of the fifth storey when counted from the lowest adjacent street level. Floor level means that stage of construction which, in the completed building, would constitute the walking surface of each particular floor level.
- 2.2 Employees will not be required to walk down from the ground floor more than four (4) levels. However, the Parties accept that from time to time there will be occasions where an alternative arrangement will need to be implemented.

SECTION III 3. Operation of Lift

- 3.1 The mode of operation of the passenger/materials lift shall be at the discretion of Management, but there shall be landings at intervals of not more than four (4) storey levels. Subject to sub-clause 3.3, an employee would not be required to walk either up or down more than two (2) floors within the range of the lift, or more than four (4) floors within the range of the lift.
- 3.2 When the building has risen so that the formwork exceeds floors above the lift travel, the lift travel shall be extended.
- 3.3 If mechanical or power failure puts the passengers/materials lift out of action, Management must endeavour to correct the failure as soon as possible and have the passengers/materials lift back in use. During such temporary stoppage of the passengers/materials lift, the employees are expected to walk to their place of work to a maximum of four (4) levels to work in their respective classification, and no industrial action or dispute should take place.
- 3.4 When lifts are also used to carry materials, preference must be given to the transporting of employees at the starting, finishing and lunch times. Starting times of various Trades may be staggered by agreement to avoid lift congestion at starting and finishing times.
- 3.5 Should a crane or cranes on a building not be able to operate (e.g., because of wind or mechanical failure), employees will continue to work to a maximum of four (4) levels above the range of the lift, provided that the appropriate emergency service is satisfied that it is capable of being able to provide first aid attendance, and removal if necessary, to/of any employee on any section of the project without the use of the crane/s.
- 3.6 Subject to the provisions of the relevant OH&S legislation, the Lift Diver(s) shall remain on site to operate the lift to carry passengers.


Appendix G – Tower Crane Related Matters


Tower Crane


1.1 Where a Tower Crane has been erected on site and the Fairbrother is the principal contractor, it is agreed that the Tower Crane crew will be at minimum a 3 person crew and will consist of the following:

- One (1) tower crane driver; and
- One (1) rigger/dogman; and
- One (1) relief driver/rigger/dogman.

SECTION 12 – ENDORSEMENT OF AGREEMENT

Signed for and on behalf of Fairbrother Pty Ltd:	
Name:	Philip De Jong
Position:	Manager - Construction - Southern Tasmania
Address:	59 Sandy Bay Rd, Battery Point, TAS 7004
Date:	25/09/2024

Signed for and on behalf of Bargaining Representatives:	
Name:	Ross Cranford
Position:	Senior Carpenter
Address:	81 Roslyn Avenue Kingston TAS 7050
Date:	25/09/2024

Signed for and on behalf of Bargaining Representatives:	
Name:	ZACHARY SMITH
Position:	EXECUTIVE OFFICER
Address:	540 ELIZABETH STREET, MELBOURNE VIC 3000
Date:	01 OCTOBER 2024