

# **Collective Agreement**

## ***TRAFFIC CONTROL***

**2024-2027**

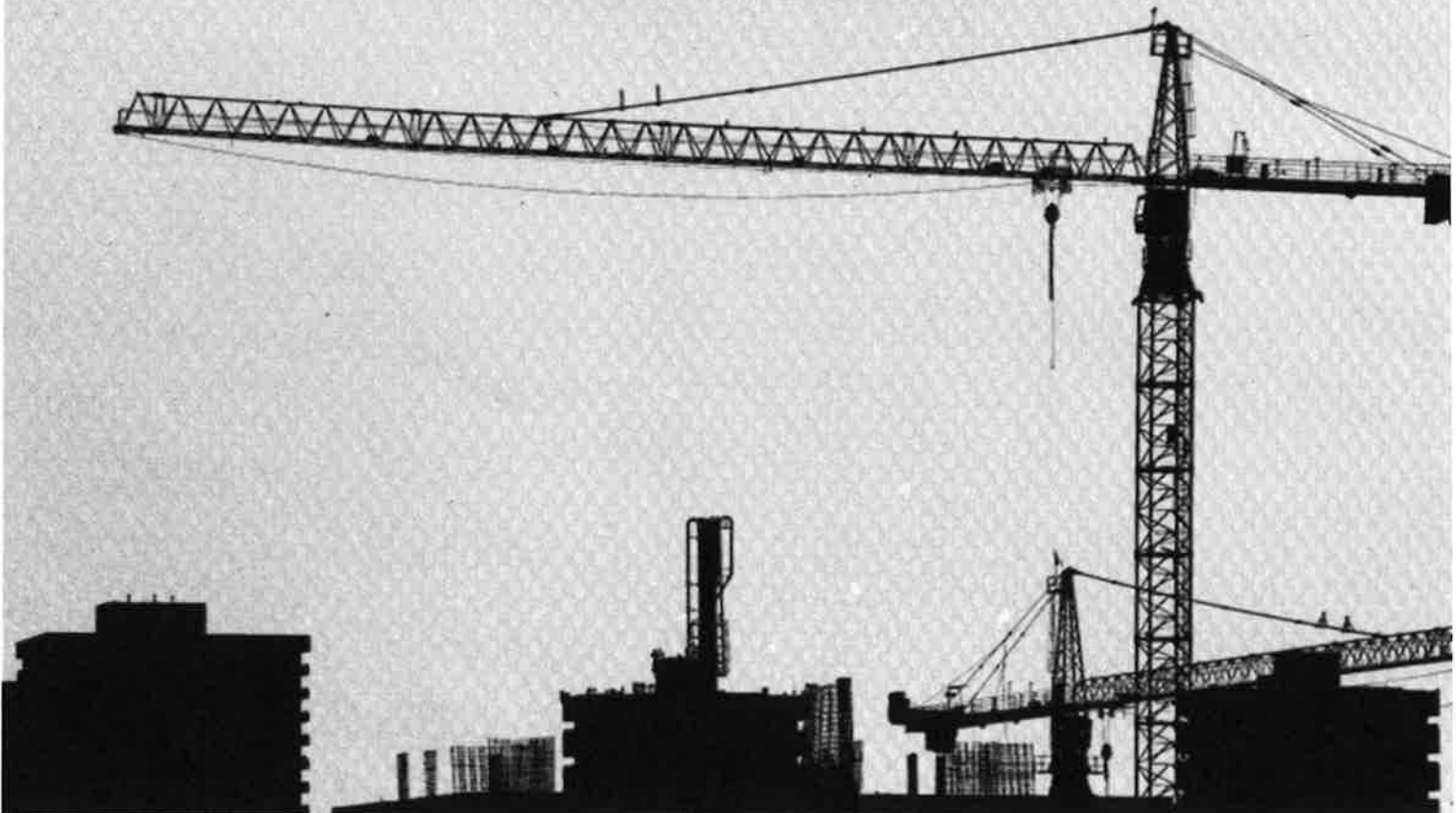
Between

**Vari Traffic NSW Pty Ltd &**

**Employees &**

**Construction Forestry and Maritime Employees  
Union**

**CFMEU**  
**NEW SOUTH WALES**



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**1. TITLE**

This Enterprise Agreement shall be known as the:

**Vari Traffic NSW Pty Ltd / CFMEU Collective Agreement 2024-2027**

**2. DEFINITIONS**

The Company: Vari Traffic NSW Pty Ltd  
(hereinafter referred to as “the Company”)  
Address: Unit 3, 42-50 Violet Street Revesby NSW 2212  
Telephone: 1300 00 8274

BCGOA: Building and Construction General On-site Award 2020  
(hereinafter referred to as “BCGOA”)

Union: Construction, Forestry and Maritime Employees Union,  
(hereinafter referred to as “the Union”)

The Agreement: Vari Traffic NSW Pty Ltd / CFMEU Collective Agreement 2024-2027  
(hereinafter referred to as “the Agreement”)

Employees: Employees covered by the agreement.

NES: National Employment Standards as contained in the Fair Work Act 2009 (Cth)

**3. PARTIES AND PERSONS BOUND AND COVERED**

- a) The Company in respect of all of its Employees (hereinafter referred to as “Employees”) of the kind referred to in (c) herein, engaged on work in New South Wales (NSW).
- b) The Construction, Forestry and Maritime Employees Union.
- c) Employees of the Company who are eligible to be members of the Construction, Forestry and Maritime Employees Union.
- d) This Agreement applies in New South Wales only.

**4. INCORPORATION OF AWARD PROVISIONS**

- a) The terms and conditions of the Building and Construction General On-site Award 2020 (“the BCGOA”), are hereby expressly incorporated as terms of this Agreement as if the same were set out in full herein and shall be binding upon the parties during the currency of the Agreement, by operation of this Agreement.
- b) In the event of any inconsistency between the terms and conditions of the BCGOA which are incorporated into this agreement by operation of (a) above and any other express provision of this Agreement, the express provision/s of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise or unless contrary to law.

- c) 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.

**5. DURATION OF THE AGREEMENT**

- a) This Agreement shall apply from the date of lodgement and shall remain in force until 4 July 2027.
- b) This Agreement shall continue to apply beyond its nominal expiry date until replaced by another agreement or terminated by one of the parties.
- c) At least three (3) months before the expiry of this Agreement, and ongoing as necessary, the Parties may commence discussions concerning a future agreement. Employees, including casuals, will be eligible to attend a maximum of four (4) paid meetings (maximum duration four (4) hours) during ordinary hours of work convened to discuss their needs and expectations in respect of any future Agreement. The meetings will be convened at a date and time convenient to the Company and the Union.

**6. EMPLOYEE AWARENESS**

- a) The Company must ensure that copies of this Agreement, the BCGOA 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.
- b) All current Employees will be given a copy of this Agreement, along with all future Employees upon commencement.
- c) To assist new employees in familiarising themselves with this Agreement, new Employees will be given the contact details of the Union Delegate upon engagement. The Union Delegate(s) will be advised of the engagement of new employees.

**7. MINIMUM STANDARDS AND NO DISADVANTAGE**

- a) This Agreement will not operate so as to cause any overall reduction in rates and conditions as would otherwise apply under the BCGOA, or in standards concerning parental leave, termination change and redundancy, standard hours of work, annual leave or long service leave.
- b) Arising from the implementation of this Agreement, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

**8. COMPANY CONSULTATIVE COMMITTEE, CONSULTATION AND PARTICIPATION**

- a) The Company may establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the parties.
- b) The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees. The parties agree

that there will be a maximum of three representatives from management and three from the site workforce.

- c) The principal purpose of this Committee will be to:
- (i) Monitor the implementation of the terms of this Agreement
  - (ii) Facilitate the process of workplace reform through consultation
  - (iii) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
  - (iv) Monitor, discuss, develop and / or recommend measures or actions in respect of but not limited to:
    - Productivity
    - Job Security
    - Skills audit and training
    - Management of quality assurance
    - Work health and safety
    - Existing and future work
    - Removal of restrictive work practices
    - Productive use of inclement weather downtime
    - Rehabilitation of injured Employees
    - Environmental protection
    - Redundancies
- d) These meetings should be conducted in a formal manner with an agenda, minutes and signed attendance register.
- e) Where a Company Consultative Committee is not established consultation will take place direct with the workforce and their representatives.

## **9. OBJECTIVES**

This Agreement has the following objectives:

- a) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging.
- b) To establish skills-related career paths for Employees.
- c) To create a dispute free environment through consultation and common purpose.
- d) To maintain and enhance Company Work Health and Safety performance.
- e) To eliminate discrimination and sexual harassment (See Appendix A).
- f) To promote equal employment opportunity and encourage affirmative action, the Company will seek to where possible employ indigenous Australians and women.
- g) To engage apprentices.
- h) To provide opportunities for injured Employees through rehabilitation.
- i) To pay Employees fair wages and provide enhanced employment conditions.

- j) To help Employees apply a proper balance between work and family/social life.
- k) To promote fair, cooperative, and productive workplace relations in the construction industry.
- l) To improve efficiency.

## **10. WORK HEALTH AND SAFETY**

### **10.1 Safety Issues**

- a) The Company, the Employees and the Union agree that for the purposes of s. 81 of the Work Health and Safety Act 2011 (NSW) matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.
- b) The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:
  - (i) the Principal Contractor (as defined under the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;
  - (ii) the Company - the Site Manager or any other person nominated by the Company(s); and
  - (iii) The Employees - person nominated by the employee to act as the Employee's representative(s) (eg Union or other representative).

(collectively referred to as "Nominated Parties")
- c) The Nominated Parties agree that representatives shall be entitled to:
  - (i) inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;
  - (ii) consult with relevant Employees in relation to resolving the issue;
  - (iii) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;
  - (iv) inspect and take copies of any document that is directly relevant to resolving the issue; and
  - (v) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.
- d) Any inspection shall be conducted by all parties and/or their representatives.
- e) The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:
  - (i) there is an issue to be resolved; and
  - (ii) the nature and scope of the issue.
- f) As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.
- g) The Nominated Parties and/or their representatives must have regard to all relevant matters including:

- (i) the degree and imminent risk to the Employees or other persons affected by the issue;
  - (ii) the number and location of Employees and other persons affected by the issue;
  - (iii) the measures both temporary and permanent that must be implemented to resolve the issue;
  - (iv) who will be responsible for implementing the resolution measures;
  - (v) whether the hazard or risk can be isolated; and
  - (vi) the time that may elapse before the hazard or risk is permanently corrected.
- h) Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next health and safety committee meeting minutes with the agreed resolution.
- i) The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue.
- j) Direction to cease work
  - (i) If a safety issue exists concerning exposure to a serious risk to the Employee's health or safety, emanating from an immediate or imminent exposure to a hazard (Unsafe Work), there will be a right to cease the Unsafe Work in accordance with Division 6 of Part 5, WHS Act 2011 (NSW). The Company and/or the health and safety representative (HSR) for the designated work group in relation to which the issue has arisen may after consultation between them, direct that the work is to cease.
  - (ii) During any period for which work has ceased in accordance with such a direction, the Company may assign any Employees whose work is affected to suitable and safe alternative work.
- k) Health and Safety Representatives
  - (i) The Company and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.
  - (ii) The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis and shall be subject to recall by a similar process.
  - (iii) Parties covered by this Agreement recognise the important role of Health and Safety representatives. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.
  - (iv) The HSRs shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

- (v) HSRs will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees he/she represents.
- (vi) HSRs will have the right to convene and address a meeting of employees following site induction to facilitate consultation relating to site matters, work health and safety and compliance.
- (vii) At all times the HSR may seek the assistance of the Union, or a person suitability qualified in WHS. A supervisor may also seek such advice or assistance.

l) Rectification of Safety Hazard & Emergency Work

- (i) Where, because of the existence of a safety hazard, a site has been stopped for a defined period of time and Employees sent off site by agreement between the Company and any combination of HSRs/Union/Safety Committee, those people who remain on site to do rectification work and emergency work will be paid at the rate of double time for all such work.
- (ii) This is not applicable to normal dewatering or housekeeping, or where normal rectification occurs in a section of the site declared unsafe and whilst the remainder of the site carry on working.

m) Site Safety Inductions

In the interests of the safety best practice all site safety inductions will be done on site and communicated face to face in paid ordinary hours. The Company will not accept online safety induction processes.

n) Concrete Pours

Concrete slab pours over 150m<sup>3</sup> in volume will not commence after 11:00am however, for concrete pours that do not involve slabs and are over 150m<sup>3</sup>, there may be consultation with the Parties as to the commencement of such pours after 11.00am.

10.2 Protective Clothing

- a) All Employees, including apprentices however engaged, are entitled to appropriate footwear on commencement of employment in accordance with clause 21.1 of the BCGOA. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required. Alternatively, employees can replace damaged footwear to a value of \$300 that will be reimbursed by the Company on the production of a receipt.
- b) All Employees, including apprentices however engaged, will be provided with protective clothing in accordance with Appendix C.
- c) All protective clothing, footwear and Personal Protective Equipment (P.P.E.) supplied will be replaced on a fair wear and tear basis.
- d) The issuing of Personal Protective Equipment (PPE) and clothing is vital to Employee health and safety, comfort and productivity therefore needs to be selected in full consultation with Employees.



- e) The Work Health and Safety Regulation 2011, reg40, places an obligation on the Company to ensure that:
  - (i) ventilation enables workers to carry out work without risk to health and safety.
  - (ii) workers carrying out work in extremes of heat or cold are able to carry out work without risk to health and safety.
- f) The shirts, shorts/trousers, jackets, footwear etc. and P.P.E. supplied, needs to be selected following thorough risk assessments with regards to specific workplace and environmental hazards and needs to maximise protection from all elements including but not limited to; visibility, sun, weather, dirt, cuts and abrasions, direct and indirect sources of heat, humidity, sparks and/or electrical conductivity.
- g) Such clothing once agreed with Employees, shall be made from natural fibres, and provide optimum comfort and protection for Employees without creating additional risks to their health and safety. All clothing/PPE must meet the relevant AS/NZS standards (see below) and be labelled as required by those standards. Employees' request to wear shorts shall not be unreasonably refused.
- h) Additional personal protective equipment e.g. gloves, eye protection, sun protection will be supplied by the Company.
- i) It is a condition of employment with the Company that whilst working on site, Employees are required to wear hard hats, steel capped boots and appropriate protective clothing at all times.
- j) The relevant standards are as follows;
  - AS/NZS 1801 Occupational protective helmets
  - AS/NZS 1906.4:2010 High-visibility materials for safety garments
  - AS/NZS 2161.1:2016 Occupational protective gloves
  - AS/NZS 2210.1:2010 Safety, protective and occupational footwear
  - AS/NZS 4399:2017 Sun protective clothing
  - AS/NZS 4501 Occupational protective clothing
  - AS/NZS 4602 Garments for high risk applications
  - AS/NZS 1715:2009 Use and maintenance of respiratory protective equipment

### 10.3 Inclement Weather

- a) Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether hail, snow, cold, high wind, severe dust storm, extreme high temperature, air pollution or the like or any combination thereof) by virtue of which it is either not reasonable or it is not safe for Employees exposed to continue working.
- b) The Parties agree to address the issue of exposure to excessive heat and humidity conditions in accordance with the Policy outlined in Appendix F, in addition, the process set out in Clause 24.14(a) of the BCGOA shall also apply to exposure to excessive heat and wind.
- c) The Company must confer with Employees and/or the Union /HSRs within a reasonable time (which does not exceed 30 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply. Further, prior to the commencement of normal

work, and no less than 30 minutes after the cessation of a period of rain during the workday, the site safety committee will undertake a safety walk to enable areas to open progressively.

- d) The Parties agree that inclement weather does not automatically create unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather. Employees shall not be required to commence a concrete pour in inclement weather. Refer to Heat Policy in Appendix F for concrete pours on days affected by heat. For concrete pours that do not involve slabs and are over 150m<sup>3</sup>, there may be consultation with the Parties as to the commencement of such pours after 11.00am.
- e) Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by inclement weather, the Employee may be transferred to other work in the Employee's classification on site until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the Employee shall remain on site subject to the provisions of the BCGOA. The Employee shall be paid for such time without reduction of the Employees inclement weather entitlement.
- f) Should a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- g) Appropriately qualified Employees shall be available to clean up and / or de-water relevant work areas as directed following inclement weather where applicable.
- h) Where any Employee is required to work in inclement weather in cases where emergency work is required, or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.
- i) Where any Employee is required to undertake emergency work, demobilizing a mobile crane, or is required to work to ensure a concrete pour already commenced is completed to a practical stage, the Employee will be paid at the rate of double time calculated to the next hour from the point in time a decision is made to continue with the works until the works are completed, and in the case of wet weather be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain during emergency work, demobilizing a mobile crane, or a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the ordinary day without loss of ordinary pay. For clarity this subclause will apply to all employees involved in undertaking this work.
- j) All other BCGOA conditions apply except clause 24.13(b).

#### 10.4 Company Drug and Alcohol Policy

- a) Under no circumstances will any Employee affected by alcohol and / or affected by any other drug be permitted to work and / or operate any equipment on Company projects. The parties agree that no alcohol / drugs will be permitted on Company projects.
- b) The Company supports the objectives, rehabilitation measures, consulting, peer support and training initiatives offered by the Building Trades Group (BTG) Drug and Alcohol Safety Rehabilitation Program and the Construction Industry Drug and Alcohol Foundation (CIDAF).

The Company will encourage Employees who are affected by alcohol or any other drugs to utilise the services of BTG/CIDAF.

- c) The Parties agree to apply the Drug & Alcohol Policy in Appendix G.
- d) If there is a requirement to vary this program it will occur following consultation between the parties and the Union.

#### 10.5 Mental Health and Well-being

- a) The Company and Employees recognise that mental health issues have a significant impact on health and safety. Suicide rates in the construction industry are higher than average and it is best practice for companies and employees to work to tackle the issue of mental health at the workplace.
- b) The Company and Employees also recognise that following a serious incident personnel may suffer trauma.
- c) In order to improve mental health outcomes, the Company agrees to sponsor the applicable Foundo Blue program (considered best practice) provided by the Construction Industry Drug and Alcohol Foundation tailored to the building and construction and allied industries and to utilise the related services available in managing health and safety issues.
- d) In addition, the Foundo Blue program will be introduced at inductions.

#### 10.6 Employee Tools

- a) Lock up for Tools:
  - (i) The Company shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable (or if requested by the Employee), a suitable and secure waterproof lock-up solely for the purpose of storing Employees' tools, and on multistorey and major projects the Company shall provide, where possible, a suitable lock-up for Employees' tools within a reasonable distance of the work area of large groups of Employees.
  - (ii) Where an Employee is absent from work because of illness or accident the Company shall ensure that the Employee's tools are securely stored during his/her absence.

- b) Compensation for Loss of Employee Tools:

The Company will replace all Employee tools lost or stolen while stored at the direction of the Company in a room, building, premises, job, workshop, Company vehicle or in a locker, up to a maximum value in accordance with Appendix H. Where satisfactory evidence is produced by the Employee that they have suffered a greater loss, the Company shall pay the additional amount.

#### 10.7 Mess/Change Sheds

- a) All sheds shall be weatherproof and soundly constructed to comply with the Construction Work Code of Practice July 2014.
- b) Covered walkways will be in place between sheds, toilets and first aid facilities.

- c) Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of the Company's' equipment, tools, and materials.

#### 10.8 First Aid

- a) In the case where Employees are operating plant unaccompanied, at a distance of more than one (1) kilometre from an established camp or depot or from the centre of operation of a gang to which they are attached, a suitable first aid kit shall be provided for the operator of the machine.
- b) Every camp/depot will have a defibrillator or defibrillators available installed and maintained to relevant Australian Standards.

#### 10.9 Access to Floors, Tower Cranes and Jumpform

- a) In the interest of employee safety and wellbeing and best practice safety in particular in the event of emergency/first aid procedures, Employees will not be required to walk up or down more than the equivalent of 4 ordinary floors. Above 4 floors and below 4 floors the Company must install a hoist or builder's lift.
- b) In the interest of employee safety and wellbeing and best practice safety, in particular the chance of a fatality, any tower crane crew required to climb 30 metres or more in height must have hoist access to the crane.
- c) In the interest of employee safety and wellbeing and best practice safety, all hoists and builders' lifts will be operated by appropriately ticketed operators at all times.

### **11. WAGE RATES AND OTHER EMPLOYMENT BENEFITS**

#### 11.1 Wage Rates

- a) Employees will be paid in accordance with the classification structure and wage rates in Appendix B. In addition, there will be additional benefits payable in Appendix C, Appendix H and Employees shall also receive expense related and other BCGOA entitlements where applicable.

#### 11.2 Productivity Allowance

- a) In return for compliance with the provisions of this Agreement, a company productivity allowance will be paid to all Employees, including apprentices however engaged, covered by this Agreement. The rate payable will be in accordance with Appendix C of this Agreement.
- b) This allowance will be paid weekly for each hour worked attracting no premium or penalty and remain in force for the duration of the Agreement. This allowance is not paid to Employees when they leave site and go home due to inclement weather.
- c) For the avoidance of doubt, productivity allowance is payable for all hours that Employees are working at the direction of the Company, including but not limited to, training and work in the yard.

11.3 Site Allowance

- a) A site allowance shall be paid to all Employees, including Apprentices however engaged, covered by this Agreement at the appropriate rate as set out in Appendix C.
- b) This allowance will be paid weekly for each hour worked attracting no premium or penalty and remain in force for the duration of the Agreement. This allowance is not paid to Employees when they leave site due to inclement weather.

11.4 Redundancy and Income Protection, Trauma and Journey Insurance and Training Levy

11.4.1 In respect of redundancy benefits:

- a) Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.
- b) The Company will become and remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 5 Fund") of which Redundancy Payment Central Fund Ltd ("Incolink") is trustee (the "Nominated Redundancy Fund"), and Employees of the Company covered by this Agreement will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.
- c) The Company shall pay contributions to the Nominated Redundancy Fund on behalf of each Employee, including apprentices and casuals covered by this Agreement, calculated on a weekly basis in accordance with Appendix C and paid in accordance with the Trust Deed.
- d) The liability of the Company to pay redundancy benefits to an Employee under this Agreement will be met to the extent that contributions are made by the Company in respect of that Employee to the Nominated Redundancy Fund.
- e) References in this clause to "Nominated Redundancy Fund" include a reference to another fund for comparable purposes for the purpose of this Agreement as a fund which supersedes the Incolink No 5 fund.

11.4.2 In respect of Income Protection, Trauma and Journey Insurance and other Benefits

- a) IPT Agency Co Ltd administers the insurance schemes covering income protection, trauma and journey accidents (Income Protection, Trauma and Journey Accidents Insurance Schemes).
- b) The Company shall pay contributions to IPT Agency Co Ltd collected through Incolink, on behalf of each Employee, including apprentices and casuals, on a monthly basis, in the amount of:

Year	Maximum Sum Insured	Insurance Premium per week per Employee
Year 1 2024/25	\$2,200	\$49.00
Year 2 2025/26	\$2,200	\$49.00
Year 3 2026/27	\$2,300	\$52.00
Year 4 2027/28	\$2,300	\$52.00

- c) Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an Employee covered by this Agreement will be covered for Income Protection, Trauma and Journey Accidents insurance.
- d) In addition, there may be additional benefits payable to Employees covered by this Agreement including Childcare Assistance Benefit payable in the event of a death of an Employee or their dependent spouse and Bill Payer Insurance to qualifying Incolink members.
- e) In the event the Company has failed, including by way of omission or delay, to pay the premium to effect insurance coverage for any Employee covered by this Agreement, the Company must immediately make good any shortfall or arrears in premium/contribution to IPT Agency Co Ltd. The Company will pay to any affected Employee \$2000 net per week and all the benefits that would have otherwise been payable to the Employees under the insurance policy.

11.4.3 In respect of the Industry Training Levy

- a) As an initiative to enhance the employment and career opportunities of Employees, the Parties will continue to facilitate ongoing training to improve occupational health and safety in the industry and to improve Employees' work skills so as to advance progression to higher industry skill levels.
- b) To support the cost of these training initiatives the Company will make a payment per Employee per week in accordance with the table below. Such monies to be paid into an entity nominated by the Union and collected by Incolink to support that body's funding initiatives.

Year commencing	Contribution per Employee per week
1 July 2024	\$1.00
1 July 2026	\$2.00

11.5 Superannuation

- a) Superannuation shall be paid in accordance with the Superannuation Guarantee Administration Act 1992 (Cth). Where an employee does not nominate a fund, contributions will be paid into Cbus as the default fund, or the contributions shall be paid into an eligible My Super fund nominated by the Employee.
- b) The Company shall make superannuation payments monthly in accordance with the Superannuation Guarantee Levy (SGL) + 2.5% up to a maximum of 14.5%, for all employees, including Apprentices however engaged, and in compliance with the Trust Deed and in accordance with Appendix C under this Agreement.
- c) "Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and paid leave and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings, including shift loading, prescribed by the BCGOA or this Agreement. In respect of any applicable company productivity / site allowance the SGL contribution rate plus + 2.5% up to a maximum of 14.5%, will apply for ordinary time pay including Designated Shutdown Long Weekend Saturday payments. All other provisions of the BCGOA shall apply.
- d) The Company will allow Employees to make additional contributions over and above Company contributions to their Cbus account by way of genuine salary sacrifice from pre-tax earnings.

- e) Employees electing to make salary sacrifice payments to superannuation shall sign the Salary Sacrifice Agreement Form found at <https://www.cbussuper.com.au>. Any arrangement or agreement for salary sacrifice will not affect or reduce an Employee's current or future entitlement under this Agreement, in terms of Superannuation Guarantee, annual leave, leave loading, overtime penalty rates, long service, redundancy, sickness benefits, workers compensation or any other accrual or entitlement. Such current entitlements will continue to accrue at current hourly gross rates. Any future wage, salary increase, accrual or entitlements including superannuation contributions under this Agreement and/or SGL will be based on gross rates of pay.

#### 11.6 Meals

- a) A meal allowance provision for overtime shall be payable in accordance with Appendix C. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the BCGOA. The meal allowance is payable where an employee is required to work overtime for at least 1.5 hours after working ordinary hour inclusive of time worked for accrual purposes.
- b) This amount shall replace the amount prescribed by the BCGOA and shall remain in force without variation for the duration of the Agreement.

#### 11.7 Workers Compensation & Rehabilitation of Injured workers

- a) In the event of a notifiable work-related injury, illness or disease the Company will ensure that a workers compensation claim is lodged in respect of the injured Employee in compliance with its obligations under relevant Workers Compensation legislation.
- b) The Parties to this Agreement shall ensure that any Employee who sustains a work-related injury, illness or disease, will be afforded every assistance in accessing a rehabilitation program aimed at returning that Employee to meaningful employment within the industry. The Company shall advise the Union Delegate/HSR of such Employees and their return to work plans, subject to compliance with the Privacy Act 1988 (Cth).

#### 11.8 Security of Entitlements under this Agreement

- a) The parties recognise that due to the nature of the building and construction industry, the Company may from time-to-time face liquidity problems that may affect the Company's capacity to meet its obligations in terms of entitlements and remuneration due to Employees under this Agreement. If this occurs, the Company shall notify the Union and Employees.
- b) The Company must immediately notify the Union and Employees if the Company is going into, being placed or otherwise intending to go into administration (voluntary or otherwise) or liquidation or transferring Employees to a new entity.

#### 11.9 Industry / Workers Welfare

- a) The Company will contribute \$4.00 per week for each Employee covered by this Agreement to the Construction Industry Drug and Alcohol Foundation (CIDAF), to assist with the provision of Employee drug and alcohol rehabilitation and treatment services.
- b) The weekly contributions are to be paid monthly to Incolink.
- c) This will apply to all Employees of the Company (except apprentices and trainees).

## 12. TERMS OF EMPLOYMENT

### 12.1 Engagement

- a) An Employee can be employed full time (36 ordinary hours) or as a part-time employee, being an employee who works fewer than 36 ordinary hours but not less than twenty-four (24) ordinary hours per week, or a casual employee in accordance with Clause 23. Further on any day required to work a part-time Employee must be offered a minimum of eight (8) ordinary hours per day (inclusive of the RDO accrual). For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro-rata entitlements for those hours. Where an employee is employed part-time the Company and the Employee will agree in writing. Where opportunities for full-time employment arises, the Company will offer part-time employees full-time employment.
- b) All prospective Employees shall be required to fill out the Company pre-employment application form and may be required to undertake a pre-employment medical examination.
- c) Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

### 12.2 Redundancy

- a) The parties agree that in the spirit of this Agreement, redundancy will be consistent with the objectives and goals of the Company and the workforce. Redundancy shall be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service with the Company and anticipated skills and future labour requirements. The Union and Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making Employees redundant.
- b) When redundancies are deemed necessary there will be appropriate consultation with the workforce and the Union prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.
- c) The Company will ensure that selection of Employees will be done fairly and in accordance with the established criteria.
- d) Where the need for redundancies is disputed, the dispute resolution clause will apply.

### 12.3 Resignation/Termination

- a) When an Employee leaves of their own accord, their termination pay will be banked into their account at the end of the next pay period.
- b) Where the Company terminates an Employee, termination pay will be paid by cheque or through electronic funds transfer into the Employee bank account at the time of termination and in compliance with the relevant BCGOA provision. Where this is not practicable, the Company shall have two working days to send monies due to the Employee by registered post (or where paid by EFT the monies are transferred into the Employee's account), provided that if the money is not posted (or transferred) within that time, the time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours' pay per day up to a week's pay when the right to waiting time shall terminate.



- c) Where employment is terminated by the Company, payment in lieu of notice shall be at the ordinary hourly rate of pay only (as provided in Appendix B of this Agreement). Payment for redundancy, superannuation and / or any other allowances prescribed by this Agreement shall not be applicable for the notice period where notice is not worked.

12.4 Union Delegate/ Health and Safety Representative Termination

In cases where the Company is considering terminating (or transferring) the services of an elected Union Delegate/ Health and Safety Representative a ten-day mandatory consultation period shall be initiated by the Company with the affected Employee and the Union, prior to any final decision on termination or transfer being made. The affected Employee and the Union will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process (except in cases where Appendix F Clause 3 applies). If the Company fails to comply with any of these requirements, the notice period that the Company must give to the affected Employee over above the notice otherwise due shall be increased by 4 (four) weeks.

**13. PAYMENT OF WAGES**

- a) Except as provided in this clause the BCGOA conditions shall apply.
- b) All wages, allowances and other monies shall be paid by electronic funds transfer (EFT).
- c) For all Employees the following provisions shall apply:
- (i) Payments shall be paid and available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week.
  - (ii) In any week in which a holiday falls on a Thursday or Friday, wages accrued shall be paid on the previous Wednesday. Nothing shall prevent any alternative mutual arrangement between the Company and an Employee.
  - (iii) The Company shall not keep more than two days wages in hand.
  - (iv) An Employee who has not received their wages on pay day, whether by cash, cheque, or EFT, after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of the Company), shall be paid at overtime rates after that quarter-hour with a minimum of a quarter of an hour, up until the wages are actually paid.
  - (v) Particulars of details of payment to each Employee shall be included on the envelope including the payment, or in a statement handed to the Employee at the time payment is made, and shall contain the following information:
    - name of the Company;
    - Company Australian Business Number (ABN);
    - name of the Employee;
    - classification of the Employee in accordance with the BCGOA;
    - date of payment;
    - period covered by such payment;
    - the ordinary hourly rate;
    - the number of hours employed in the period at the ordinary rate;
    - the amount of the payment made at the ordinary rate;

- any overtime rates;
- the number of hours employed at the overtime rates;
- the amount of the payment at overtime rates;
- any allowances, special rates or other separately identifiable entitlement not included in the hourly rate paid and the nature thereof;
- the gross amount of the payment;
- the net amount of the payment;
- the amount and purpose of any deductions made;
- the name, or the name and number of the fund or account into which the amount of the deduction was paid;
- the amount of each superannuation contribution made during the period;
- the fund into which the superannuation contributions were made and the Employee number;
- the Employees long service leave registration number;
- annual leave payments;
- annual leave accrued hours including weekly and year to date accruals;
- any unpaid leave hours;
- payment due on termination, including payment for annual leave, annual leave loading, payment in lieu of notice, rostered day off accumulation, and public holidays; and
- rostered day off weekly and year to date accrued hours
- personal leave accrual and payments
- Redundancy contributions

#### 14. TRAVEL

- a) Employees, including apprentices however engaged, are entitled to payment of the daily fares allowance and related matters in accordance with this Clause 14 and Appendix C (including the County Maps) of this Agreement for travel to work each day. One daily fares allowance is payable for travel per day in accordance with this Clause 14. For avoidance of doubt the distance travelled referred to below is measured as the actual distance travelled by road.
- b) Employees covered by this Agreement shall be paid the applicable fares and travel allowance amounts provided for in Appendix C of this Agreement in lieu of the fares and travelling allowance amount in Clause 26.1(a) of the BCGOA. This rate shall be paid for days the employee performs or reports for duty including Shiftwork; and paid on RDOs and will be taken into account when calculating annual leave loading and shall remain in force without variation for the duration of the Agreement.
- c) The Fare allowance payable on an RDO will be the fares allowance that applies in accordance with Clause 14(e) below i.e., same as for travel only within one of the three counties.
- d) Apprentices shall be entitled to be paid daily fares and travel allowance in accordance with this Clause, including whilst attending training.

#### ***Fares Allowance (see also Map in Appendix C):***

##### e) *Fares Allowance 1*

Fares Allowance 1 in Appendix C is payable where an employee undertakes travel:

- (i) Only within one of the three Counties; or
- (ii) Only in the Regional Area outside of the three Counties but not more than 150km in either direction.

f) *Fares Allowance 2*

Fares Allowance 2 in Appendix C is payable where an employee undertakes travel:

- (i) From one County to an adjacent County.
- (ii) from the counties to the Regional area and vice versa but not more than 70km from the county boundary in either direction.

g) *Fares Allowance 3*

Fares Allowance 3 in Appendix C is payable where an employee undertakes travel:

- (i) from Northumberland County to Camden County or vice versa

***Excess Fares and Travel***

h) (i) The following situations will attract excess fares and travel and be in addition to the applicable daily fares allowance:

- i. Travel from the Counties to the Regional areas and vice versa, more than 70km from the county boundary in either direction.
- ii. Travel only in the regional areas outside of the three Counties more than 150km in either direction.

(ii) Excess fares and travel will include the following:

- i. payment for the time outside ordinary working hours reasonably spent in travel beyond the travel distances nominated in the options below and for each return journey, paid at the ordinary time hourly rate, calculated to the next quarter of an hour; and
- ii. any expenses necessarily and reasonably incurred in such travel, which will be 0.93c /km (or higher in accordance with the relevant allowance in Appendix H) per kilometre where the Employee uses their own vehicle.

**15. TRAINING AND RELATED MATTERS**

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

b) Accordingly the Company agrees to:

- (i) Provide Employees with the paid opportunity to acquire additional skills through appropriately structured training based on nationally endorsed competency standards and curriculum and
- (ii) Encourage Employees to seek formal recognition of skills including recognition of prior learning (RPL).

c) The Company will consult Employees in respect of appropriate training which:

- (i) Is consistent with Company business requirements.
- (ii) Is relevant to the needs and expectations of Employees.

d) Any approved training costs for courses will be paid by the Company. The Company will not be requested to meet the costs of training undertaken by Employees which is not approved.

e) All training will be in paid time and any training conducted outside of ordinary hours will be paid for at overtime rates of pay.

f) Health and safety representative training

Employees elected as health and safety representatives in accordance with applicable work health and safety legislation will undertake an agreed training course arranged by the Company within six weeks of being elected, at no cost to the Employee. This training will be provided by the Union, or another provider nominated by the Union.

g) Asbestos and Silica awareness training

(i) The Company agrees to schedule an agreed asbestos/silica awareness training course. It is agreed that this training will be provided by Creative Safety Initiatives (CSI) or another provider nominated by the Union.

(ii) Training will be undertaken within three months of the commencement of this Agreement for each current Employee who has not already participated in the training; and

(iii) within three months of a new Employee commencing employment.

(iv) Training will be re-done every three years.

h) Suicide Prevention Awareness

The Parties recognise that suicide prevention of Employees in the construction industry is an important issue, and the Company agrees to provide agreed awareness training to Employees, including apprentices, however engaged, as a component of their sponsorship for, and implementation of, the Foundo Blue Program (considered best practice).

i) Workplace Impairment Training/Procedure

(i) The Company will provide, through the BTG Program, regular and on-going awareness, education and impairment training to all employees.

(ii) Impairment awareness and policy information sessions will be delivered to all Employees and renewed every 5 years.

(iii) An impairment awareness and policy information component will be developed and incorporated into employee contractor, labour hire and visitor induction prior to entering the site for the first time.

(iv) Impairment awareness and policy information will also be provided in a variety of multimedia formats including posters, flyers and regular tool box meetings.

(v) No Impairment testing of any kind, including drug and alcohol testing, will be undertaken until impairment awareness training has been undertaken by an Employee.

(vi) Payment for the training will be paid in advance of the training being held.

- j) Additional Training and Related Matters
  - (i) This clause covers training matters that are agreed between the Parties.
  - (ii) The Parties recognise that to increase the efficiency and productivity of the industry, a significant commitment to structured training and skills development is required. The Company recognises its obligation to contribute to the skills and knowledge base of the industry.
  - (iii) The Parties will consult on the development of training programs which are consistent with the following:
    - a. An Employee's skills will be assessed against those required in the nationally recognised formal training package relevant to their employment. Any necessary training will be provided to attain the relevant nationally recognised formal qualification.
    - b. Training provided will be consistent with the Company's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards.

## **16. LONG SERVICE LEAVE**

Upon commencement of employment, the Company shall register each Employee if not already registered with the Building and Construction Industry Long Service Payments Corporation. The Company will strictly comply with all requirements of the relevant long service legislation. An Employee will be entitled to payment of long service where applicable calculated on the hourly rate, company productivity, site allowance and leading hand allowance where applicable provided for in this Agreement.

## **17. ANNUAL LEAVE**

### **17.1 Entitlement**

- a) Employees (other than casuals) will be entitled to 4 weeks paid annual leave per annum, provided that Continuous Shiftworkers shall be entitled up to one additional week's paid annual leave.
- b) 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.
- c) Annual Leave is paid at the ordinary rate being paid to the Employee immediately prior to the taking of the Annual Leave, plus 17.5% loading.

### **17.2 Taking of Annual leave**

The Company and an Employee shall seek to reach agreement on the taking of annual leave. The Company will not otherwise unreasonably refuse an Employee's request to take annual leave or refuse a request to take annual leave where the Employee has given at least 2 weeks notice of the intention to take annual leave.

### **17.3 Annual Leave upon termination**

- a) On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.

- b) Leave loading will also apply to annual leave paid out upon termination.

#### 17.4 No Cashing Out

It is a breach of this Agreement for an Employee to be paid his/her full accrual, or part thereof, of annual leave at Christmas or any other time, unless that Employee takes such annual leave or his/her employment is terminated. Employment is not to be terminated for reasons of avoidance of this sub-clause.

#### 17.5 Public Holidays falling within Annual Leave

If a Public Holiday, as prescribed in this Agreement, falls within an Employee's annual leave the Public Holiday does not constitute part of the Employee's annual leave and will be paid as ordinary hours.

#### 17.6 Employee not taken to be on paid Annual Leave at Certain Times

If the period during which an Employee takes paid annual leave includes a period of other leave e.g. a scheduled RDO, personal leave, or a period of absence for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave of absence.

#### 17.7 Method of taking leave

- a) Where annual leave is proposed to be given and taken during the Christmas and New Year holidays. The Company will consult with its Employees no later than 31 October in each year in order to fix the commencing and finishing dates for the forthcoming Christmas -New Year period of leave.
- b) Where no agreement can be reached between the Company and its Employees, the matter shall be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

#### 17.8 Leave allowed before due date

- a) The Company may allow an Employee to take annual leave prior to the Employee's right thereto.
- b) Where the Company has allowed an Employee to take annual leave and the Employee's services are terminated (by whatsoever cause) prior to the Employee completing the requisite continuous service for which leave was allowed in advance, the Company may for each completed week of the qualifying period of requisite service not served by the Employee, deduct from whatever remuneration is payable upon the termination of the employment one-fifty second of the amount of wages paid on account of the annual leave.

#### 17.9 Calculation of continuous service

For the purposes of this Agreement service shall be deemed to be continuous service notwithstanding an Employee's absence as defined in Clause 2 Definitions and Interpretation of the BCGOA.

#### 17.10 Leave payment

##### *Payment for period of leave*

Each Employee, before going on annual leave, must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave unless the Employee chooses to be paid weekly.

##### *Annual leave loading*

- a) The loading of 17.5% must be calculated on the rates loadings and allowances prescribed by:
  - (i) Clause 11 Wage rates and remuneration and Appendix B whichever is applicable of this Agreement and loadings and allowances if such rates, loadings and allowances would have been received by the Employee for working ordinary time had the employee not been on annual leave in accordance with Clause 31.2(b) of the BCGOA, including:
  - (ii) Clause 25 of the Award (Living away from home - distant work)
  - (iii) Appendix C - Fares allowance of this Agreement
  - (iv) Clause 19.2 - Leading hand allowance (if applicable) of the BCGOA.
  - (v) The loading prescribed above shall also apply to proportionate leave on lawful termination.
- b) In the case of an Employee who would have worked on shiftwork had they not been on leave, clause 31.2(c) of the BCGOA will apply.

##### *Annual close down*

- a) Notwithstanding anything contained in this Agreement the Company giving any leave in conjunction with the Christmas - New Year holidays may, at the Company's option, either:
  - (i) stand down without pay during the period of leave any Employee who has not yet qualified for annual leave hereof, or
  - (ii) stand down for the period of leave any Employee who has not qualified for annual leave hereof and pay the Employee (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 36 hours' continuous service (excluding overtime).
- b) Provided that where the Company at their option decides to close down their establishment at the Christmas - New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of their Employees then qualified for such leave, the Company shall give at least two months' notice to their Employees of their intention so to do.

#### 17.11 Commencement of leave- distant jobs

If an Employee is still engaged on a distant job when annual leave is granted and the Employee returns to the place of engagement, or if employed prior to going to country work the place regarded as the Company's headquarters, by the first reasonable means of transport the Employees annual leave shall commence on the first full working day following the Employees return to such place of engagement or headquarters as the case maybe.

17.12 Prohibition of alternative arrangements

The Company shall not make payment to an Employee in lieu of annual leave or any part thereof except as is provided for in this clause and no contract, arrangement, or agreement shall annul, vary or vitiate the provisions of this clause whether entered into before or after the commencement of this Agreement.

**18. PERSONAL/CARER'S LEAVE**

18.1 Entitlement to paid personal/carer's leave

- a) Paid personal leave will be available to an Employee (other than casual Employees) when they are absent due to:
  - (i) personal illness or injury (sick leave); or
  - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave).
- b) The amount of personal leave to which an Employee is entitled is as follows:
  - (i) Upon commencement of employment Employees will automatically be credited with 5 days Personal and/or Carer's leave. After 6 months of employment, the leave will begin to accrue progressively up until it reaches 10 days at the conclusion of 12 months employment.
  - (ii) Once the Employee has completed one year of continuous employment, the Employee shall be credited with a further ten days personal leave entitlement at the beginning of the Employee's second and subsequent year, which subject to clause 18.1(f) hereof, shall commence on the anniversary of engagement.
- c) In any year unused personal leave accrues.
- d) An Employee will inform the Company of the Employee's inability to attend for duty, and need to take personal leave, as soon as practicable.
- e) An Employee shall prove to the Company's satisfaction that the Employee's Personal/Carer's leave is/was justified. Such evidence may be a medical practitioner's certificate, or a statutory declaration. An Employee will not be required to provide such evidence for single days of absence but only where two or more consecutive days of absence are taken.
- f) If an Employee's employment is terminated by the Company and is re-engaged within a period of six months, then the Employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such case the Employee's next year of service will commence after a total of twelve months has been served with that 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.
- g) Unpaid carer's leave will be in accordance with the NES.



18.2 Immediate family or household

- a) The entitlement to use personal leave for the purpose of carer's or compassionate leave is subject to the person being either:
  - (i) a member of the Employee's immediate family; or
  - (ii) a member of the Employees' household.
- b) The term immediate family includes:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

**19. COMPASSIONATE LEAVE**

- a) This clause is intended to summarise the NES entitlement and shall not over-ride the NES.
- b) Employees (other than a casual) will be entitled to two days paid leave at the ordinary rate when a member of the Employees immediate family or a member of the Employees household, dies, contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life. Further unpaid leave may be granted. The Employee will provide the Company with substantiating documentation if requested.
- c) Unpaid compassionate leave will be in accordance with the NES.

**20. PARENTAL LEAVE**

- a) An Employee is entitled to the Parental Leave provisions contained within the NES. In summary an Employee who has, or will have, completed at least 12 months of continuous service may take up to 52 weeks of unpaid leave where the Employee has or will have a responsibility for the care of the child.
- b) In addition to the entitlement under the NES the Company will pay an additional amount as follows:
  - (i) Where the Employee is to be the primary care giver, the Company will pay for a period of ten (10) weeks the equivalent of the difference between the Government paid parental leave scheme and the Employees 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C.
  - (ii) Where the Employee is not to be the primary care giver, the Company will pay for a period of two (2) weeks the equivalent of the difference between the government paid parental leave scheme and the employee's 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C.
- c) To avoid doubt, if the Government paid parental leave scheme ceases to exist the Company will pay to the Employee the equivalent of the Employees 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C for the periods set out above.
- d) In the event that an Employee does not qualify for the Government paid parental leave scheme, the Employee may elect to take up to two weeks paid leave and the Company will pay up to two weeks' pay to the Employee being the equivalent of the Employees 36-hour

wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C. This is in addition to any accrued leave entitlements.

## **21. FAMILY VIOLENCE LEAVE**

### **21.1 General Principles**

- a) The Company recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support to staff that are subjected to family and/or domestic violence.
- b) An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

### **21.2 Definition of Family and/or Domestic Violence**

- a) For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).
- b) To avoid doubt, this definition includes behaviour that:
  - (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### **21.3 Family and/or Domestic Violence Leave**

An Employee, including a casual Employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:

- a) attending legal proceedings, counselling, appointments with a medical or legal practitioner
- b) relocation or making other safety arrangements; or
- c) other activities associated with the experience of family and/or domestic violence.

### **21.4 Notice and Evidentiary Requirements**

- a) The Employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- b) If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 20.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

- c) The Company must ensure that any personal information provided by the Employee to the Company concerning an Employee's experience of family and/or domestic violence is kept confidential.

#### **21.5 Individual Support**

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all Employees, the Company will approve any reasonable request from an Employee subjected to family and/or domestic violence including:

- (i) changes to their span of hours or pattern or hours and/or shift patterns
- (ii) job redesign or changes to duties
- (iii) relocation to suitable employment within the Company
- (iv) a change to their telephone number or email address to avoid harassing contact; or
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

#### **22. JURY SERVICE**

In respect of Jury Service the following shall apply.

- a) An Employee (other than casual Employees) 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 per day plus fares whilst meeting this requirement. The Employee shall give the Company proof of such attendance and the amount received in respect of such jury service.
- b) 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.
- c) A casual Employee is entitled to unpaid jury service leave in accordance with the NES.

#### **23. CASUAL LABOUR**

- a) 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 the Employee must be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- b) A casual Employee must be entitled to all the applicable rates and conditions of employment prescribed in this Agreement, including redundancy contributions except annual leave, personal leave, jury service, and public holidays on which no work is performed. A casual employee is entitled to unpaid bereavement leave, domestic violence leave and unpaid carer's leave.
- c) On each occasion a casual Employee is required to attend work, the Employee must be entitled to payment for a minimum of eight (8) hours work plus allowances, the relevant fares, and travel allowance and daily rate of redundancy contribution in this Agreement.

- d) A casual Employee for working ordinary hours must be paid 135 percent of the hourly rate prescribed in this Agreement for the Employees classification.
- e) A casual Employee required to work overtime or weekend work must be entitled to the relevant penalty rates prescribed in this Agreement provided that:
  - (i) Where the relevant penalty rate is double time the Employee must be paid 235 percent of the hourly rate prescribed in this Agreement Employee's classification.
  - (ii) A casual Employee required to work on a public holiday must be paid 285 percent of the hourly rate prescribed in this Agreement for the Employee's classification.
- f) Termination of all casual employment must require one hour's notice on either side or the payment or forfeiture of one hour's pay, as the case may be.
- g) A casual Employee, who has been engaged by the Company on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.
- h) Any Employee, who is entitled to be converted to permanent employment pursuant to this clause is entitled to be paid 180% of the hourly rate prescribed in this Agreement for the Employee's classification from the first day of the seventh week of their employment.

#### **24. SECURITY OF EMPLOYMENT**

- a) The Parties agree to maximise the continuity of employment for permanent Employees and to ensure that permanent employment opportunities are not eliminated or eroded.
- b) The Company recognises that in certain circumstances the use of subcontractors and labour hire may affect the job security of Employees covered by this Agreement.
- c) As soon as practicable after being awarded a contract and prior to engaging a subcontractor to perform work performed by Employees covered by this Agreement, the Company shall inform the Union. Parties shall recognise both geographical and commercial circumstances and may agree to vary the operation of this clause.

##### **24.1 Use of subcontractors**

- a) If the Company wishes to engage subcontractors and their employees to perform work covered by this Agreement, the Company must consult in good faith with the Union. Consultation will occur prior to the engagement of subcontractors for the construction works.
- b) If the Company decides to engage subcontractors, the Company shall ensure that the employees of the subcontractors are engaged on terms and conditions of employment which are no less favourable overall than Commercial Building Industry Rates. "Commercial Building Industry Rates" means the terms and conditions contained in the standard CFMEU enterprise agreements covering the type of work performed by the subcontractor and its employees.
- c) The use of sham subcontracting arrangements is a breach of this Agreement. The Company who engages subcontractors is responsible for ensuring the employees of subcontractors are entitled to wages, allowances and conditions equal to or better than Commercial Building Industry Rates covering the type of work performed by the subcontractor and its employees on the Company's projects. This obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.

#### 24.2 Use of Supplementary Labour Hire

- a) Supplementary labour hire is defined as temporary "top up" labour designed to meet short term situations such as absences due to personal / carer's leave, annual leave and short-term work peaks.
- b) The Company shall ensure that any workers engaged by such businesses and performing work covered by this Agreement are entitled to wages, allowances and conditions equal to or better than those contained in this Agreement.
- c) The Company who engages labour hire workers is responsible for ensuring those workers are entitled to rates no less than those contained in this Agreement. This obligation extends to liability for all outstanding wages, conditions and entitlements under this Agreement on the Company's projects.
- d) The Company acknowledges that it is not the intention to undermine the employment security and terms and conditions of Employees under this Agreement. As such, there will be no redundancies made while the Company has engaged labour hire to undertake work that is performed by Employees. Any departure from this shall require agreement with the Union.

#### 24.3 Temporary Foreign Labour

- a) The Company must ensure that no person that is not an Australian citizen, or Australian permanent resident (within the meaning of the Migration Act 1958), or unrestricted work rights, is employed to undertake building work unless:
  - (i) the position is first advertised in Australia; and
  - (ii) the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
  - (iii) any skills or experience requirements set out in the advertising were appropriate to the position; and
  - (iv) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job.
- b) The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.
- c) The Company will maintain Human Resource systems (including utilising the Visa Entitlement Verification Online (VEVO) system on an ongoing basis) to ensure that temporary foreign Employees are at all times employed in accordance with the conditions of their visas.

### 25. SHAM CONTRACTING & COMPLIANCE

#### 25.1 Sham Contracting

- a) The Parties acknowledge that sham contracting has the potential to undermine fair employment practices, erode Employee entitlements and affect the job security of Employees covered by this Agreement. A sham contracting arrangement includes where an employer attempts to disguise an employment relationship as an independent contracting arrangement. This is usually done for the purposes of avoiding responsibility for employee entitlements.

- b) In this clause, "sham contracting" is where:
- (i) An employer employs, or proposes to employ, an individual, representing to the individual that the contract of employment under which the individual is, or would be, employed by the employer is a contract for services under which the individual performs, or would perform, work as an independent contractor; or
  - (ii) An employer dismisses, or threatens to dismiss, an individual who is an employee of the employer and performs particular work for the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services; or
  - (iii) An employer employs, or has at any time employed, an individual to perform particular work makes a statement that the Employer knows is false in order to persuade or influence the individual to enter into a contract for services under which the individual will perform, as an independent contractor, the same, or substantially the same, work for the Employer.
  - (iv) Any use of sham contracting, including the use of individual workers paid on an ABN system doing work covered by this Agreement, is a breach of this Agreement.
  - (v) Where the sham contracting allegation exists on the Employer's project, the Employer will make itself available to assist the disputes resolution procedure.
  - (vi) Where there is a sham contract in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement for all hours worked plus allowances and CBUS and Redundancy contributions without any deduction and an additional 75% loading on the full amount payable. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.

## 25.2 Industry Fund Compliance

- a) The Company shall ensure that all its Employees covered by this Agreement are registered and receiving all benefits as applicable under any relevant industry schemes being CBUS, Incolink, Long Service Payment Corporation, Top-Up Workers Compensation/income protection and other related benefits, The Company will also be compliant in respect of its obligations to CIDAF.
- b) It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- c) It is a specific requirement that the Company shall ensure that all payments and/or paperwork to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.
- d) When the Union or an Employee raises a concern in respect of the Employee entitlements and/or the Company's compliance with payments and/or registration with the relevant funds or schemes, the Company will share with the Union, Employees and the Union Delegate, all relevant information to assist in resolving any concerns and an independent audit may be arranged. To assist the Company, the Union, and the Employees in monitoring compliance

with this Agreement the Parties will utilise an agreed provider to conduct such audit(s) if an audit is required. A copy of any audit report will be given to the Union, Union delegates and employees.

- e) If the Company does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme, the Company will be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, the Company must pay the earnings on the relevant Trust Deed and the Fund or scheme that accrued during the period of non-payment. The requirement for the Company to make retrospective payments will not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund. Following any audit and subject to the non-compliance, affected Employees will not be required to work until such time as the non-compliance is rectified.

## **26. DISPUTE RESOLUTION PROCEDURE**

- a) A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.
- b) Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- c) All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute.
- d) In the event of any work-related grievance arising between the Company and an Employee or Employees, the matter shall be dealt with in the following manner:
  - (i) The matter shall be first submitted by the Employee/s or his/her job delegate/ Employee representative or other representative, to the site foreperson/ supervisor or the other appropriate site representative of the Company, and if not settled, to a more senior Company representative.
  - (ii) Alternatively, the Company may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/ Employee representative or other representative.
  - (iii) If still not resolved, there may be discussions between the relevant Union official (if requested by the Employee/s), or another representative of the Employee, and senior Company representative.
  - (iv) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.
- e) This procedure shall be followed in good faith without unreasonable delay.
- f) If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

- g) All Parties will cooperate with the requests of the FWC including requests to provide substantiating information or undertaking an independent audit of matters arising from this Agreement. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.
- h) Clause 39.10 Dispute Resolution Procedure Training Leave of the BCGOA is expressly incorporated as a term of this Agreement.

## **27. HOURS OF WORK / ROSTERED DAYS OFF**

### **27.1 Hours of Work**

- a) The ordinary working hours shall be Monday to Friday 8 hours per day based on a 36 hour week (7.2 hours per day, and 0.8 hours per day accruing towards an RDO). For avoidance of doubt all time spent in pre-start meetings will be paid.
- b) Work will be performed between 6.00 am and 6.00 pm.
- c) The usual working day will be 7.00am to 3.30pm (the **Usual Working Day**). All time worked in excess of 8 hours per day, will be at overtime rates.

#### **Early Starts**

- d) If due to Project requirements, when an early start (from at or after 4.00am to commencement of the Usual Working Day) is required, an Employee will be paid for overtime at overtime rates up to the commencement of the Usual Working Day when Ordinary Hours will commence in accordance with clause 27.1(c) above.

### **27.2 Shift Work**

This clause is operational from the commencement of this Agreement. Only the provisions of the BCGOA clause 17.1 (e) and (j) apply. Clause 17.2 of the BCGOA does not apply.

- a) a "shift" may start at or after 3.00pm and before 4.00am (Shift Work).
- b) Shift Work shall be paid at the rate of double the ordinary hourly rate of pay for all hours worked (including overtime) except for work performed on a Public Holiday where shift work will be paid double time and one half.
- c) An Employee who is required by the Company to work Shift Work (a Shiftworker) shall be provided at least 48 hours' notice of the requirements to work Shift Work. The General Manager, or a nominated representative of the Company must approve Shift Work.
- d) The shift will be eight hours per day (7.2 Ordinary Hours and 0.8 towards an RDO). For the avoidance of doubt, where an employee works shift work, 0.8 of the day is accrued to their RDO bank.
- e) The hours of work for shift workers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the Company, provided that notice of such alteration must be given to the Employee no later than the ceasing time of their previous shift.



27.3 Rostered Days Off 2024-2027

- a) The ordinary working hours shall be worked in a 10 day/ 2 week cycle, Monday to Friday inclusive with eight hours worked for each nine [9] days, and with 0.8 of an hour on each of those days accruing toward the tenth day and can be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO'.
- b) RDO's shown as Other RDO's in the RDO Calendar (Appendix D) can be worked and banked.
- c) Accrued RDO time may be used for a paid Saturday up to 7.2 hours during Designated Shutdown Long weekends.
- d) Where RDOs are taken they are paid at the ordinary time rate paid to Employees at the time of taking the RDO, and on all RDOs payment shall include the daily 'Fares & Travelling Allowance', and any applicable allowances as prescribed by this Agreement.
- e) For clarity, up to 26 RDOs shall be accrued by an Employee in each twelve months continuous service.
- f) Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.
- g) Employees who have not worked a complete ten day/two-week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with that Company, RDOs will be paid in full as they occur.
- h) For Employees working on projects that are structured on a 10 hour day over a 5-day working week, Monday to Friday, the provisions of Appendix I applies.

27.4 RDO Calendars

- a) The agreed RDO calendars for the Company (unless otherwise varied in accordance with this Agreement) is in Appendix D and reflects the agreed scheduling of Designated Shutdown Long Weekends, Fixed Rostered Days Off, Other Rostered Days Off and Christmas/Easter Annual Leave shutdown for 2024, 2025, 2026 and 2027.
- b) On the last day of work prior to a Designated Shutdown Long Weekend, as far as practical, work shall cease by 3.30pm.

27.5 Work on Fixed RDOs and Designated Shutdown Long Weekends for projects other than Identified Projects

- a) Work is prohibited on public holidays, fixed RDOs, and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. Where there is an agreed emergency or a special client need and subject to the agreement of all parties to this Agreement and the Union, limited work may be undertaken on public holidays, fixed RDOs, and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. The Company will give the other parties and the Union 7 days notice of any such need for work so as to ensure appropriate consultation.
- b) Where it is agreed that work can be performed on a Fixed RDO, or on a Designated Shutdown Long Weekend, public holiday and/or the attached RDO(s), the affected Employees, in addition to accrued entitlements, shall be paid double time and a half, the daily 'Fares & Travelling Allowance' and any applicable allowances as prescribed by this Agreement, and shall bank an

additional RDO over and above the time accrued irrespective of the length of notice time provided.

- c) An Employee may refuse to work on any RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
  - (i) the hours of work that will be worked by that Employee in the week of the RDO;
  - (ii) the number of RDOs worked by the Employee within the previous six weeks;
  - (iii) the Employee's family responsibilities; and
  - (iv) any other special circumstances peculiar to the Employee.
- d) All Employees who work on the Fixed RDO, or an RDO attached to a Designated Shutdown Long Weekend will be granted an alternative RDO to be taken on a day or days adjacent to a 'weekend or in conjunction with annual leave, or as otherwise agreed by the Employee and the Company, such agreement not to be unreasonably withheld.

#### 27.6 Work on Fixed RDOs and Designated Shutdown Long Weekends for Identified Projects

Appendix J will apply for Work on Fixed RDOs and Designated Long Weekends for Identified Projects.

#### 27.7 Overtime

- a) The parties to this Agreement recognise that excessive overtime is of detriment to personal, family and community life and can jeopardise workplace safety. The Company and the workforce shall develop guidelines during the life of this Agreement to limit excessive overtime.
- b) The Company may require an Employee to work reasonable overtime. However, the Company will endeavour to ensure that Employees are not required to work 8 hours overtime each Saturday. On jobs where overtime is necessary, the employees may be rostered so that each employee is not disadvantaged to the amount of overtime worked (subject to the Company being able to maintain appropriate levels of coverage as required to meet operational needs). On any day that overtime is worked there be no necessity for all employees on that particular job to work. Reasonable overtime will be determined having regard to:
  - (i) Any risk to Employee health and safety;
  - (ii) The Employee's personal circumstances including family responsibilities;
  - (iii) The needs of the Company;
  - (iv) The notice (if any) given by the Company of the overtime;
  - (v) Any other relevant matter.
- c) All overtime, including Saturday and Sunday, will be paid for at the rate of double ordinary time rates.
- d) Employees required to work and attend work on a Saturday or Sunday must be afforded a minimum six (6) hours work, or those hours permitted by the relevant DA Conditions for the project. Employees will be paid as if worked for six (6) hours, or those hours permitted by the relevant DA Conditions at the applicable overtime rates.

- e) For clarity no time in lieu instead of payment of overtime rate of pay will be given for working overtime.
- f) It is recognised that an apprentice may be engaged by a group apprenticeship scheme where there is limits on the amount of overtime to be worked and prohibition on working on RDO's. In this circumstance the requirements will be negotiated.

## 27.8 Public Holidays and Holiday Work

### 27.8.1 Prescribed Holidays

- a) An Employee, other than a casual Employee is entitled to payment at the Employee's normal ordinary hourly rate of pay for the following public holidays:
  - New Year's Day
  - Australia Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - King's Birthday
  - Labour Day
  - Christmas Day
  - Boxing Day

or such other day(s) proclaimed or gazetted in addition to or in substitution for any of the above days in which case the substituted day will be deemed to be the holiday for the purposes of this Agreement. Employees are entitled to such payment for any day that is a gazetted public holiday, including where the public holiday falls on a Saturday or Sunday.

- b) Subject to clause 28, in addition the first Monday in December of each year shall be the picnic day which for the purposes of this Agreement will be a public holiday.
- c) For the avoidance of doubt, an employee who is a permanent part-time employee, is entitled to receive a full day's payment for the public holiday(s) irrespective of the days worked.

### 27.8.2 Payment for Work on Public Holidays

An Employee required to work on a public holiday or the day after Good Friday will be paid at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu.

### 27.8.3 Minimum Payment

An Employee required to work on a public holiday or the day after Good Friday will be paid for a minimum of eight (8) hours work at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu.

### 27.8.4 Termination

Where an Employee is terminated by the Company except for reasons of misconduct, incompetence or refusal of duty, the Company will pay the Employee a day's ordinary wages for each holiday, or each holiday in a group hereof, which falls within ten (10) consecutive calendar days after the day of termination.

#### 27.8.5 Group of Holidays

Where any two or more of the public holidays prescribed above occur within a seven (7) day span such holidays will for the purpose of this Agreement be a group of holidays. If the first day of the group falls within ten (10) consecutive days after termination, the whole group will be deemed to fall within the ten (10) consecutive days.

#### 28. PICNIC DAY

It is agreed by the parties that the first Monday of December shall be observed as the building industry picnic day. All employees as far as practicable will be given and will take this day as picnic day, without loss of pay to Employees on production of an OK Card by the Employee.

#### 29. TRADE UNION RIGHTS AND REPRESENTATION

##### 29.1 Union Delegate

- a) This clause outlines the rights Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented or not.
- b) Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.
- c) The Company shall not initiate, be involved in, or interfere with the election of a Union Delegate(s).
- d) Where an Employee has been elected as a Union Delegate, the Company will recognise the following rights:
  - (i) the right to be treated fairly and to perform their role without any discrimination in their employment;
  - (ii) the right to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
  - (iii) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;
  - (iv) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
  - (v) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;
  - (vi) the right to represent the interests of members in their workplace to the Union, the Company and industrial tribunals/courts;
  - (vii) the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;

- (viii) the right to paid time (including wages, productivity allowance and fares) to attend Union endorsed training/forums which are directed to improving the skills and knowledge of the participant in the system of workplace relations;
- (ix) prior to the Company making a decision to terminate or transfer a Union Delegate, the Company shall notify the Union Delegate 10 days in advance of such termination or transfer. Payment in lieu of notice may be made by agreement;
- (x) Union members employed by the Company have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement, where they so choose;
- (xi) the right to reasonable time during working hours to consult and confer with Employees, Union members and officials;
- (xii) be present at site induction meetings for the purpose of being introduced as the Delegate;
- (xiii) the right to have reasonable paid time off to participate in the operation of the Union; and
- (xiv) the right to address new Employees about the benefits of union membership at the time they enter employment or on site.

#### 29.2 Facilities

- a) The Company shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner.
- b) The facilities shall include:
  - (i) a telephone;
  - (ii) a table and chairs
  - (iii) a filing cabinet;
  - (iv) air-conditioning/heating;
  - (v) access to stationery and other administrative facilities, including use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management.
  - (vi) a private lockable area.
  - (vii) A suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Union Delegate. The Company will respect the privacy of the Union Delegate's use of these facilities and will not monitor communications using those facilities.

#### 29.3 Trade Union Rights Promoting Representation of Members

- a) Any Company representative who discourages an Employee from becoming a financial member of the Union breaches the intent of this Agreement.

- b) The Company must invite the Union delegate to attend every Company induction for new Employees and to address Employees.
- c) A standing invitation exists for any representative of the Union covered by this agreement to enter any place where Company Employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.
- d) The Company will allow the Union to promote membership of the Union.
- e) The Company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- f) The Company will provide any information to the Union about Employees that the Union requires, to ensure compliance with this Agreement, subject to relevant legislation.
- g) The Company will provide information about the Union to an Employee that the Union requires.

### **30. COUNSELLING AND DISCIPLINARY PROCEDURES**

The Company recognises the importance of clear and understood counselling and disciplinary procedures. Attached hereto as Appendix E of this Agreement are the procedures adopted by the Company and agreed with the workforce.

### **31. CONSULTATION**

#### **31.1 Workforce Engagement: Communication meetings**

- a) It is recognised that from time to time there is a need to provide a forum for discussion and communication of issues that affect Employees. All Employees, including casuals, will be invited to attend two (2) four (4) hourly paid communication meetings per annum.
- b) These meetings should encourage a forum of open discussion and feedback to the Company and Employees for improvement in all facets of Company operations. These meetings should be conducted in a formal manner with an agenda, minutes and signed attendance register.

#### **31.2 Workforce Engagement: Tool Box Meetings**

- a) A workforce engagement tool box meeting will be organised by the Company to be held per site each week to facilitate and foster cooperative and productive workplace relations through effective communication and consultation.
- b) Items to be discussed at each meeting may include: programming of site work; site matters; WH&S and wellbeing; job design; productivity; Company policies and procedures; Agreement compliance including wages and conditions; compliance with statutory obligations and any other relevant workplace matters raised; and
- c) Notice of the meeting will be given to the employees at least one week prior to the scheduled date.

#### **31.3 Consultation for purposes of s 205 of the Fair Work Act 2009 regarding major workplace Change**

- a) Where the Company is seriously considering, and prior to the taking of any definite decision on, the introduction of major workplace changes that are likely to have a significant effect on Employees, the Company must notify and consult with the affected Employees, or their nominated representative/s (e.g. Union or other representative).
- b) The Company must recognise the representative appointed by an Employee (if any) and consult in good faith in relation to such proposed changes, including by representing Employees during consultation regarding the proposed changes. For the purpose of this consultation, the Company will invite any nominated representative/s (e.g. Union or other representative) to attend the consultations under this clause.
- c) For the purposes of the discussion the Company will provide the relevant Employees and/or their nominated representative/s in writing:
  - (i) All relevant information about the change including the nature of the change proposed;
  - (ii) Information about the expected effects of the change on the Employees; and
  - (iii) Any other matters likely to affect the Employees.
- d) However, the Company is not required to disclose confidential or commercially sensitive information.
- e) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- f) "Significant Effects" under this clause include termination of employment (including redundancy), major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

#### 31.4 Consultation about changes to rosters or hours of work

- a) Where the Company proposes to change an Employee's regular roster or ordinary hours of work, the Company must consult with the Employee(s) affected and, if required their representative, about the proposed change.
- b) As soon as practicable after proposing to introduce the change, the Company must:
  - (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion, provide to the relevant Employees and their representative if requested by the Employees:
  - (iii) all relevant information about the change, including the nature of the change; and
  - (iv) information about what the Company reasonably believes will be the effects of the change on the Employees; and
  - (v) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
  - (vi) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and give consideration to any views about the impact

of the proposed change that are given by the Employee(s) concerned and/or their Union.

- c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.

### **32. FLEXIBILITY FOR THE PURPOSES OF s 202 of the FAIR WORK ACT 2009**

- a) The Company may agree with an Employee to vary the effect of clause 27.1 of this Agreement in respect of the span of hours to introduce a 5.00 am start (with subsequent meal and crib time adjustments) to allow for daylight saving and special project requirements; the requirement by the Company to work overtime and clause 16.11(b) washing time of the BCGOA to meet the genuine needs of the Company and an Employee.
- b) Where the Company wants to enter into a variation agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Company must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- c) Provided however that the Company must ensure that any variation agreement is genuinely agreed to by the Company and the Employee and that it results in the Employee being better off overall than they would have been without the agreement.
- d) The Company must also ensure that any such variation agreement is:
  - (i) in writing (including details of the terms that will be varied, how the arrangement will vary the effect of the terms, 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 the day on which the arrangement commences);
  - (ii) signed by the Company and the Employee to the IFA, and if the Employee is under 18, by a parent or guardian of the Employee;
  - (iii) provided to the Employee within 14 days after it is agreed to; and
  - (iv) able to be terminated by the Company or the Employee giving written notice of not more than 28 days, or at any time by both the Company and the Employee agreeing in writing.
- e) The Company must further ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Fair Work Act 2009;
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

### **33. SEVERABILITY**

- a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the Fair Work Act 2009.




- b) The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of s 253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.
- c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

**34. APPLICATION OF APPENDICES**

The Appendices of this Agreement form part of the Agreement and as such are enforceable.

**35. ENDORSEMENT OF THE AGREEMENT**

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 at peak Company, Union and Employee levels.

  
\_\_\_\_\_  
Signature  
**FOR THE UNION**

Phillip Pasfield  
Print Name in Full  
**FOR THE UNION**

Level 2, 63 Miller St  
Pyrmont NSW  
Address of Signatory  
**FOR THE UNION**

Joint Executive Officer  
Position / Authority Held  
**FOR THE UNION**

8/10/24  
\_\_\_\_\_  
Date of Signing Agreement

  
\_\_\_\_\_  
Signature  
**FOR THE COMPANY**

Richard Macdessi  
\_\_\_\_\_  
Print Name in Full  
**FOR THE COMPANY**

Unit 3, 42 Videt St, Ayrshire NSW  
\_\_\_\_\_  
Address of Signatory  
**FOR THE COMPANY**

Director  
\_\_\_\_\_  
Position / Authority Held  
**FOR THE COMPANY**

25/9/24  
\_\_\_\_\_  
Date of Signing Agreement

\_\_\_\_\_  
Signature  
**UNION DELEGATE/EMPLOYEE REPRESENTATIVE  
FOR THE EMPLOYEES**

\_\_\_\_\_  
Print Name in Full  
**UNION DELEGATE/EMPLOYEE REPRESENTATIVE  
FOR THE EMPLOYEES**

\_\_\_\_\_  
Date of Signing Agreement

## **APPENDIX A**

### **Discrimination & Sexual Harassment**

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the Sex Discrimination Act 1984 and the Anti Discrimination Act 1977.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

The Company shall ensure there is appropriate training of all Company personnel.

**APPENDIX B**  
**Agreement Classifications**

<u>Classification</u>	<u>Abbreviation</u>
<b>Construction Worker Level 1</b> An Employee with less than six (6) months experience in the industry including Traffic Control.	<b>CW1</b>
<b>Construction Worker Level 2</b> An Employee with six (6) months or more experience.	<b>CW2</b>
<b>Construction Worker Level 3</b> An Employee with 6 months or more experience, who holds all, and is required to use any, of the following tickets:  -Use Stop Slow Bat -Implementation Traffic Control Plans -Prepare Work Zone Traffic Management Plan	<b>CW3</b>

**APPENDIX B  
Rates of Pay**

**Rates Applicable 1 March 2024**

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	44.33	319.28	35.47	1596.38	88.69	59.87	79.83
CW2	46.47	334.56	37.18	1672.81	92.94	62.73	83.64
CW3 (Non Trade)	48.35	348.12	38.67	1740.63	96.70	65.28	87.03

**Rates Applicable 1 July 2024**

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	47.43	341.63	37.95	1708.13	94.90	64.06	85.42
CW2	49.72	357.98	39.78	1789.91	99.45	67.12	89.49
CW3 (Non Trade)	51.73	372.49	41.38	1862.47	103.47	69.85	93.12

**Rates Applicable 1 July 2025**

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	49.80	358.71	39.85	1793.53	99.64	67.26	89.69
CW2	52.21	375.88	41.77	1879.40	104.42	70.48	93.97
CW3 (Non Trade)	54.32	391.11	43.45	1955.60	108.64	73.34	97.78

**Rates Applicable 1 July 2026**

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	52.29	376.65	41.84	1883.21	104.63	70.63	94.17
CW2	54.82	394.67	43.86	1973.37	109.64	74.00	98.67
CW3 (Non Trade)	57.04	410.67	45.62	2053.38	114.07	77.01	102.67

**Rates Applicable 1 July 2027**

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Double Time	Casual Rate	Casual rate after 6 weeks
CW1	54.91	395.48	43.94	1977.37	109.86	74.16	98.88
CW2	57.56	414.41	46.05	2072.04	115.12	77.70	103.60
CW3 (Non Trade)	59.89	431.20	47.90	2156.05	119.78	80.86	107.80

Further, should this agreement remain in operation past its nominal expiry date a 3% increase will be applied to the ordinary rates of pay in Appendix B applicable from 1 July 2028 and annually thereafter from 1 July each year.

**APPENDIX C  
Extra Benefits and Provisions**

**Company Productivity Allowance**

The Company will pay the following company productivity allowance per hour for each hour worked. This allowance shall be paid in accordance with clause 11.2 of this Agreement and the following.

An Employee who is the holder of an Implement Traffic Control Card/Ticket issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person, regardless of the duration of time within a day, must be paid an additional productivity allowance in accordance with the table below per hour for each hour worked on the day.

An Employee who is the holder of a Prepare Work Zone Traffic Management Plan Card/Ticket issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person, regardless of the duration of time within a day, must be paid an additional productivity allowance in accordance with the table below per hour for each hour worked on the day.

	<b>Implement Traffic Control Card/Ticket</b>	<b>Prepare Work Zone Traffic Management Plan Card/Ticket</b>
<b>Current</b>	\$1.00	\$1.50
<b>1/7/25</b>	\$1.20	\$1.70
<b>1/7/26</b>	\$1.20	\$1.70
<b>1/7/27</b>	\$1.50	\$2.00

**Site Allowance**

The Company shall pay the following Site Allowance in accordance with Clause 11.3 of this Agreement.

- a) The following shall apply:

<b>Project Value – \$million</b>	<b>Site Allowance As at 1.10.2023</b>
0 – 2.6m	2.40
2.6m - 6.8m	2.70
6.8m - 16.8m	2.95
16.8m - 33.7m	3.20
33.7m - 67.3m	3.80
67.3m - 134.8m	4.60
134.8m - 202m	4.70
202m - 269.4m	4.85
269.4m - 404.2m	4.95

For projects above \$404.2 million, there will be an increment of 10cents per additional \$100m or part thereof

- b) The Site Allowance values in this clause shall be adjusted up by the CPI (All Groups, Sydney), effective from 1 October and for each year thereafter according to the CPI movement for the preceding period July to June in each year. The Site Allowance shall be adjusted up to the nearest 5 cents.

### Redundancy Entitlement

The Company will pay the following redundancy contributions in accordance with clause 11.4 of this Agreement:

	For Permanent full-time and part-time Employees Weekly Amount	For Casual Employees only per day to a maximum of 5 days in a given week Monday to Sunday
From 1 March 2023	\$150	\$30
From 1 July 2024	\$160	\$32
From 1 July 2025	\$170	\$34
From 1 July 2026	\$180	\$36
From 1 July 2027	\$190	\$38

### Superannuation Entitlement

The Company will contribute the SGL + 2.5% up to a maximum of 14.5% into Cbus and in accordance with clause 11.5 of this Agreement.

### Additional Meal Allowance Provision

In lieu of the BCGOA meal allowance provision for overtime \$35.65 per day shall be payable in accordance with clause 11.6 of this Agreement.

### Daily Fares and Travel Allowance

The Company will pay the following fares allowance per day for each day worked (including RDO's) in accordance with clause 14 of this Agreement.

	(i) Travel only within one of the three Counties. (ii) Travel only in the Regional Area outside the three Counties but not more than 150km in either direction.	(i) Travel from one County to an adjacent County (ii) Travel from the Counties to the Regional Area but not more than 70km from the county boundary in either direction	Travel from Northumberland County to Camden County or vice versa
From 1 July 2024 per day	\$65.00	\$75.00	\$85.00
From 1 July 2025 per day	\$65.00	\$75.00	\$85.00
From 1 July 2026 per day	\$70.00	\$80.00	\$90.00
From 1 July 2027 per day	\$70.00	\$80.00	\$90.00

### Excess Fares and Travel

- a) The following situations will attract excess fares and travel and be in addition to the applicable daily fares allowance:
  - i. Travel from the Counties to the Regional areas and vice versa, more than 70km from the county boundary in either direction.
  - ii. Travel only in the regional areas outside of the three Counties more than 150km in either direction.
- b) Excess fares and travel will include the following:

- i. payment for the time outside ordinary working hours reasonably spent in travel beyond the travel distances nominated in the options below and for each return journey, paid at the ordinary time hourly rate, calculated to the next quarter of an hour; and
- ii. any expenses necessarily and reasonably incurred in such travel, which will be 0.93c /km (or higher in accordance with the relevant allowance in Appendix H) per kilometre where the Employee uses their own vehicle.

### **Jumpform Allowance**

An Allowance of \$1.50 per hour shall be payable where work performed on a jumpform, including the assembly of jumpform.

### **Hazardous Material Allowance**

An Allowance of \$1.50 per hour shall be payable where work is done on sites where hazardous material is identified and employees are required to wear the required full PPE eg suit including masks and gloves.

### **Tunnel Allowance**

For all work performed underground in a Tunnel an allowance of \$2.50/hour is payable.

### **Living Away from Home -Accommodation, Overnight Allowance and Other Conditions**

The Company shall supply suitable accommodation for Employees required to stay away from home for work purposes, with payment of an additional \$125 per day per Employee for meals and expenses incurred. The Company will, where possible, make this payment prior to the Employee starting Distant Work. In addition, where an Employee is required to work in a remote location, the Company and the Employee may agree for the Company to provide a higher daily payment for distant work.

On occasions an employee may be directed to work away from his/her home depot where it is not practical and reasonable to return to his/her home depot on a Saturday and/or Sunday. If this is the case, and the employee will not achieve at least 48 hours work Monday to Sunday, the employee will be paid 4 hours at ordinary rates for each Saturday and Sunday where he/she is not required to work.

Where an employee is required to work away from his/her usual depot, employee representatives will be consulted around accommodation arrangements to ensure the standard of living arrangements are suitable. Where available, accommodation shall be single with self-contained laundry and cooking facilities. Where this standard of accommodation is not available and following consultation where no different agreement has been reached, employees shall be compensated with the payment of a living away from home allowance of \$150/day (this will be in lieu of the \$125/day).

Whilst working away from home for a period in excess of 3 consecutive weeks, the living away from home allowance payable will be \$150/day (this will be in lieu of the \$125/day allowance above).

### **Protective Clothing**

Employees will be eligible for protective clothing.

Employees each year will be re-issued with the following:

- a) In April five (5) shirts, 2 sloppy joes and 1 jacket and five (5) pairs of pants / shorts
- b) In October five (5) shirts and five (5) pairs of pants / shorts



Provided that any failure by the Company to provide the clothing above, by the due date, shall not relieve the Company from the obligation to provide the clothing.

### **County Boundaries**

The County Boundaries for the purposes of clause 14 of this Agreement are as follows:

#### **Boundary of the County of Cumberland**

Pacific Ocean, Hawkesbury River, Nepean River, Cataract River, Cataract Creek and Woodlands Creek.

#### **Boundary of the County of Camden**

Woodlands Creek, Cataract Creek, Cataract River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Joarimina Creek, Shoalhaven River and Pacific Ocean.

#### **Boundaries of the Counties of Northumberland and Camden and Cumberland**

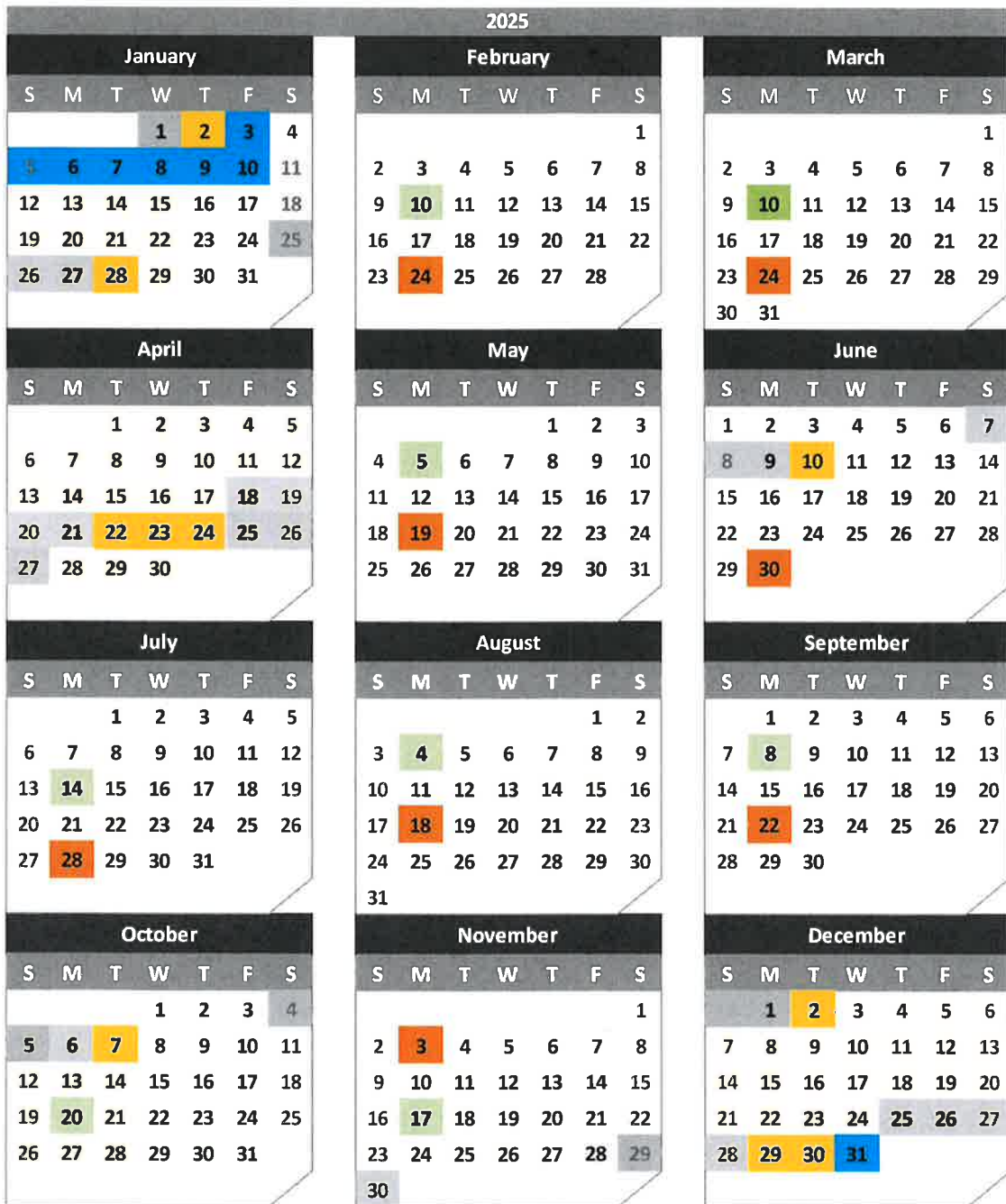
The areas bounded by the intersecting points of the Pacific Ocean, Hunter River (including Fullerton Cove and the North Channel), Wollombi Brook, Parsons Creek, Darkey Creek, Howes Valley Creek, Macdonald River, Hawkesbury River, Nepean River, Warragamba River, Wollondilly River, Uringalla Creek, Barkers Creek, Joarimina Creek, and the Shoalhaven River.



APPENDIX D  
RDO Calendars

2024						
January '24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31			
February '24						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
March '24						
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24	25	26	27	28	29	30
31						
April '24						
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14	15	16	17	18	19	20
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28	29	30				
May '24						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31
June '24						
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23	24	25	26	27	28	29
30						
July '24						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
August '24						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September '24						
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29	30					
October '24						
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13	14	15	16	17	18	19
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27	28	29	30	31		
November '24						
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December '24						
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22	23	24	25	26	27	28
29	30	31				

- = Annual leave (optional)
- = Other RDO
- = Fixed RDO
- = Designated Shutdown Long Weekend (Public Holiday and RDO)



- = Annual leave (optional)
- = Other RDO
- = Fixed RDO
- = Designated Shutdown Long Weekend (Public Holiday and RDO)



2026						
January '26						
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February '26						
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March '26						
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April '26						
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May '26						
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June '26						
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July '26						
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August '26						
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October '26						
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November '26						
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December '26						
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- = Annual leave (optional)
- = Other RDO
- = Fixed RDO
- = Designated Shutdown Long Weekend (Public Holiday and RDO)

2027						
January						
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February						
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August						
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September						
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October						
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November						
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- = Annual leave (optional)
- = Other RDO
- = Fixed RDO
- = Designated Shutdown Long Weekend (Public Holiday and RDO)

## APPENDIX E

### Counselling and Disciplinary Procedures/Termination of Employment

#### 1. Counselling and Disciplinary Procedures

- a) This procedure applies in respect of Employees at the conclusion of their probationary period. Upon commencement of employment an Employee will be advised of the following procedure. The procedure will apply in all cases where formal counselling and disciplinary action is necessary.

#### 2. Performance / General Misconduct

- a) In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following counselling procedure will be applied. An Employee may elect at any step to have a Union delegate or Union Organiser present. All counselling will occur at a location where building work does not occur. Each Employee has the right to determine whether they wish to be represented by a Union Delegate, another representative of their choosing or not at all.

##### Step 1 – Verbal Warning / Counselling

- a) The Company shall have a discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then:
- (i) Remind the Employee of the procedures;
  - (ii) Issue a verbal first warning;
  - (iii) Advise the Employee of the standards of improvement required

##### Step 2 – First Written Warning / Improved Performance

- a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a written warning detailing:
- (i) The issues of concern;
  - (ii) The standards of improvement required
- b) At the request of the Employee, copies of any written warnings will be given to the Company Union delegate/representative or Union Organiser.

##### Step 3 – Final Written Warning / Improved Performance

- a) If the Employee fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a final written warning detailing:

- (i) The issues of concern;
  - (ii) The standards of improvement required;
  - (iii) That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal
- b) The relevant Employee being counselled will be requested to sign a copy of the written warnings referred to in Step 2 and Step 3 of this clause.

#### **Revocation of Warning**

- a) If an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, then all warnings becomes null and void and cannot be considered grounds for termination.

#### **Step 4 – Dismissal**

- a) If after receiving a final warning, the Employee repeats the same conduct within a period of 3 months, then the Employee may be terminated.
- b) If the Employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will have the opportunity to respond to the allegations. This will occur where building work is not performed. If appropriate the Company may then issue a written notice of dismissal in accordance with this Agreement detailing the reasons for the dismissal

### **3. Serious and Wilful Misconduct**

- a) In the case of serious and wilful misconduct (e.g. theft, assault), the following procedure will be followed:
- (i) The Company shall have a discussion with the Employee in which it will advise him / her of the alleged serious and wilful misconduct.
  - (ii) The Employee shall be entitled to have a Union delegate/representative or Union Organiser in attendance and will have the opportunity to respond to the allegation.
  - (iii) If appropriate the Company may then issue a written notice of dismissal detailing the reasons for the dismissal.

### **4. Commitment to Follow Procedure**

- a) The Company agrees that this procedure will be adhered to prior to termination of employment.



## APPENDIX F

### Heat Policy

The Parties recognise the risk to worker health caused by exposure to high temperatures in the work environment. To reduce the potential for heat related illness, the parties agree to the following heat policy.

- a) Workers should be alerted to possible extreme or excess heat conditions by the PCBU, Site Manager and/or the WHS Committee before commencing work or as soon as practicable after work commences.
- b) Once the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way.
- c) During periods of hot weather, if there are areas of the workplace that are below 35°C, work shall continue as normal. Workers will walk a reasonable distance through the open to and from amenities, provided it does not pose a serious threat to their health or safety. By agreement with the PCBU's and workers during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

#### Monitoring of Temperature

Temperatures shall be monitored as follows:

- a) Temperatures shall be monitored during the course of the day by the PCBU's, Site Manager, WHS Committee Chairperson and/or the Deputy Chairperson.
- b) Readings shall be taken from the nearest Bureau of Meteorology (BOM) weather station.

#### Humidity

Humidity creates a significant risk to workers' health and safety.

- a) Consultation with workers must take place when humidity exceeds 75% to assess all risks associated with the work being performed. Things taken into account should include: air flow/ventilation, PPE requirements, supervision, and the health of individual workers.
- b) NB. Where work is required to be performed in additional PPE, action levels will need to be altered in consultation with workers, HSR's and the WHS Committee.

#### Concrete pours

- a) In circumstances where it is predicted that the temperature will be 35°C, concrete pours shall not be scheduled and Employees shall not be required to start a concrete pour. However, after prior consultation and agreement between the Company and the Union, agreed concrete pours may commence no later than 7.00am.
- b) Upcoming concrete pours shall be an agenda item for the site WHS Committee, so they can view the weather forecast for the proposed day(s) and make recommendations regarding their suitability. Work should be programmed in such a way as to reduce the risk of heat stress. Sufficient numbers of workers should be engaged to allow rotation of workers in periods of heat.

#### Guide to Heat Stress symptoms

Heat illness covers a range of medical conditions that can arise when the body is unable to properly cope with working in heat.

- a) These conditions include:
  - Heat stroke (a life threatening condition that requires immediate first aid and medical attention)

- Fainting
  - Heat exhaustion / fatigue
  - Heat cramps
  - Rashes (also called prickly heat)
  - Magnifying of pre-existing illnesses and conditions.
- b) Signs and symptoms of heat illness include feeling sick, nauseous, dizzy or weak. Clumsiness, collapse and convulsions may also be experienced as a result of heat illness.
- c) Workers with these signs or symptoms need to seek immediate medical attention.

### **Control Measures**

Measures employed on site to prevent the effects of Heat Stress:

- Workers shall have easy access to cool, clean drinking water.
- Caffeinated drinks should be avoided as they promote dehydration.
- Mist busters will be deployed for dust suppression and aid in worker comfort in earthworks zones.
- Reduce physical activity/tasks where possible.
- Rotation of workers.
- Work in cooler parts of the day.
- Utilise Shaded areas.
- Reduction of PPE, where permissible.
- Wear light clothing under coveralls.
- Individuals should seek medical advice on the effect of medication being taken and communicate with the PCBU/First Aid Officer if they believe necessary.
- In addition, rest breaks as needed by an individual. Individuals should not be discouraged from taking needed rest breaks.
- It is expected mandated breaks of “smoko” and lunch be adhered to.
- Training – (addressed below).

### **Incident Response/ First Aid**

All heat stress incidents are to be reported to first aid and the PCBU's. Employees experiencing symptoms of heat stress must report to the first aid shed and receive medical attention. If unable to walk to the shed, normal first aid procedures will apply.

### **Incident Reporting**

All heat related incidences are to be reported in accordance with this policy as follows:

- a) After any reported heat related incident the first aider shall advise the site Safety Coordinator who will notify the Chair of the WHS Committee and the relevant working group HSR immediately.
- b) The WHS Committee shall also be notified of the incident at its next meeting, or more immediately if there is a risk to other workers on site.
- c) In addition, LTIs, discomfort or related complaints and absenteeism related to heat stress shall be monitored by the WHS Committee.

### **Training**

All PCBUs and workers on site will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. With refresher training to take place annually. This training will be provided by Creative Safety Initiatives (CSI) or another provider nominated by the Union.

In addition, First Aiders need to be specifically trained in responding to heat related incidences. Training shall be provided by a suitably qualified organisation.

### **Sun Safe Tips**

In addition to the effects of heat, skin cancers are a major concern for workers in the industry. Here are some tips to help protect against them:

- Wear light coloured, long-sleeved collared shirts with a minimum UPF of 50+.
- Wear a broad brim hard hat attachment including neck flap.
- Wear long trousers or shorts that go to the knee.
- Avoid heatstroke by ensuring clothing is lightweight, comfortable, well-ventilated and does not restrict movement.
- Wear sunglasses that meet Australian Standards and are safe for driving.
- Apply a broad spectrum sunscreen with a minimum SPF of 30+ and lip balm.
- Use natural or portable shade where possible.
- New workers at any site should be informed, trained and supervised in sun safe techniques.
- All building workers should have their skin checked regularly by a doctor, regardless of age.
- Monitor your own skin and look out for new or unusual spots, a sore that won't heal, or a spot or mole that has changed size, shape or colour.

APPENDIX G

Drug & Alcohol Policy

1. Purpose

The procedure applies to all employees, staff, workers, permanent and casual subcontractors on projects and workplaces during work hours. This procedure also applies to any visitors to the project or workplace, whereby the visitor/s may be requested to undertake impairment testing and/or to leave the site should they present behavioural signs of possible impairment.

2. Definitions

Accredited Laboratory	Means a laboratory which meets minimum Australian performance standards set by an accrediting agency, being the National Australian Testing Authority (NATA).
Alcohol	Refers specifically to the chemical substance ethanol which, in this context may occur in either a liquid, food, medications or gaseous form.
Authorised Organisation	An agency that meets the requirements of relevant Australian standards for Designated Collectors that are used for the collection of specimens for drug testing and who also may be used for alcohol testing.
Amphetamine-type stimulants	Amphetamine-type stimulants may include, but are not limited to, the following: amphetamine, methylamphetamine, methylenedioxymethylamphetamine (MDMA), methylenedioxyamphetamine (MDA).
Blood Alcohol Concentration (BAC)	BAC is the measurement of alcohol in the body, in grams of alcohol per 100 millilitres of blood and recorded as a percentage i.e. 0.00%.
Chain of Custody	Chain of Custody is a series of procedures to account for the integrity of each oral fluid specimen by tracking its handling and storage from point of collection to final disposal.
Cocaine	Cocaine includes cocaine and its metabolites including cocaine, benzoylecgonine and ecgonine methyl ester.
Confirmatory Test	Confirmatory Test refers to a second alcohol breath test to confirm the initial reading or, in the case of drugs, an oral fluid analysis conducted at an accredited laboratory to confirm the non-negative ("fail") result obtained in the initial test. The confirmatory test results in a definitive positive ("fail") or negative ("pass") result. For Alcohol a result greater than 0.000% Breath Alcohol Concentration (BAC). For Drugs: (a) A test result greater than the Confirmatory Test Target Concentrations listed in table 5.1 of AS4760; and (b) A test result greater than the Cut-Off Concentrations for Confirmation Tests in Oral Fluid within appendix E of the European Guidelines for Workplace in Oral Fluid 2015-05-29 Version 02 (for Benzodiazepines only)
Confirmed Positive Test	<b>Or</b> When testing is scheduled and any one of the following occurs: – a Worker fails to present for testing within a Reasonable Time; or – refusal by a Worker to be tested; or – refusal by a Worker to complete the Consent / Chain of Custody Form. This shall be deemed a Positive Result Confirmatory Test.
Designated Collector	A person who has been trained and assessed as competent in the use of drug or alcohol testing equipment in accordance with the Australian Quality Training Framework (AQTF) requirements for Australian Standard AS4760 Procedures for Collection, Detection and Quantification of Drugs in Oral Fluid and AS/NZS3547 Breath Alcohol Testing Devices For Personal Use.
Drug	Drug means a substance that has a physiological effect on the body, either by itself or through its metabolite(s). The term 'drug' refers to the drug and/or its metabolite(s) for the purpose of detecting a target drug in oral fluid.
CIDAF	Construction Industry Drug and Alcohol Foundation that aims to provide employees with assistance when affected by personal or job related problems.
Impairment	Physical or mental state of a person that enables them to perform assigned work-related tasks competently and in a manner that does not impact the health and safety of themselves and to others. For Alcohol a test result of 0.000% Breath Alcohol Concentration (BAC). For Drugs: (a) A test result less than the Onsite Initial Test Target Concentrations listed in table 3.1 of AS4760; and (b) A test result less than the Cut-Off Concentrations for Screening Tests in Oral Fluid contained within appendix D of the European Guidelines for Workplace in Oral Fluid 2015-05-29 Version 02 (for Benzodiazepines only).
Negative Result Initial Test	For a negative result on the Initial test a Confirmatory test is not required.
Non-negative Result Initial Test	For Alcohol a test result of greater than 0.000% Breath Alcohol Concentration (BAC). For Drugs:

<p>Opiates Prescription Medication Tetrahydrocannabinol (THC)</p>	<p>(a) test result greater than the Onsite Initial Test Target Concentrations listed in table 3.1 of AS4760; and (b) test result greater than the Cut-Off Concentrations for Screening Tests in Oral Fluid contained within appendix D of the European Guidelines for Workplace in Oral Fluid 2015-05-29 Version 02 (for Benzodiazepines only). For a Non-Negative Result Initial Test a Confirmatory test is required. Opiates may include but are not limited to the following: morphine, codeine and 6-acetylmorphine. Prescription Medication means medication that is prescribed by a healthcare professional. THC refers to tetrahydrocannabinol, also known as marijuana or cannabis. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:</p> <ul style="list-style-type: none"> <li>- an employee (either salaried or wages);</li> <li>- a contractor or subcontractor;</li> <li>- an employee of a contractor or subcontractor;</li> <li>- an employee of a labour hire company;</li> </ul> <p>Worker</p> <ul style="list-style-type: none"> <li>- an apprentice or trainee;</li> <li>- a student gaining work experience;</li> <li>- an outworker;</li> <li>- a volunteer;</li> <li>- a visitor to a workplace.</li> </ul>
<p><b>3. Responsibilities</b></p>	
<p><b>Position</b></p>	<p><b>Responsibilities</b> Define the Drug &amp; Alcohol Policy and related procedure. Authorise the implementation and communication of workplace drug and alcohol random testing. Appoint an Authorised Organisation to conduct drug and alcohol testing or drug testing only.</p>
<p><b>Company Management</b></p>	<p>Comply with any request at random for drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment. Provide an employee assistance program (EAP) service provider for employees that request confidential assistance for drug and alcohol related use. Refer employees to CIDAF where assistance is requested. Approve in writing where any deviation or changes to this procedure or related impairment for work drug and alcohol testing project plan is requested for any special project or other workplace</p>
<p><b>Head of Health and Safety</b></p>	<p>Comply with any request at random for drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment. Review and authorise the Drug and Alcohol Testing Plan with relevant stakeholders. Facilitate the provision of education A Supervisor is defined as a person with front line supervision responsibilities over workers undertaking work, irrespective of whether they are employed by this or another party. Supervisors are responsible for the following in relation to their work areas and related workers in those areas over which they exercise supervision:</p>
<p><b>Supervisor</b></p>	<ul style="list-style-type: none"> <li>(i) Take steps to ensure that the Drug and Alcohol Policy and this Procedure is communicated to Workers;</li> <li>(ii) Comply with any request for random for drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment;</li> <li>(iii) Request Drug and Alcohol testing as part of the screening process;</li> <li>(iv) Following the report of a significant incident;</li> <li>(v) Where reasonable cause has been observed from which a Worker is suspected of being under the influence of Drugs or Alcohol;</li> <li>(vi) Report any incidents and implement appropriate counselling and consequence management action.</li> </ul>
<p><b>Workers</b></p>	<p>Comply with any request at random drug and alcohol test sampling as a condition of entry to the workplace and as a condition of employment. Ensure they are fit for the inherent requirements of their job task whilst carrying out work-related activities. Notify their Supervisor of any issue that may impair their ability to be fit for work; Comply with and provide samples to Designated Collectors for the purpose of any alcohol or other drug testing. Ensure that any Prescribed Drug or Pharmacy Only Drug is taken in line with the advice of the Medical Practitioner or the medication manufacturer's directions or recommendations. Notify their Supervisor of any drug they are taking that could affect their fitness for work. Immediately notify their Supervisor or Employee Representative where their health or safety is being affected by the conduct of others in the workplace.</p>

**Health and Safety  
Committee & Employee  
Representatives**

It is the role of the Health and Safety Committee and Employee Representative(s) to assist with consultation between employers and Workers in instigating, developing and carrying out measures designed to ensure the health and safety of Workers at work.

A Worker that is the subject of a Non Negative Result Initial Test can request the support of an Employee Representative in discussions related to the worker's exclusion from the workplace pending the results of confirmatory testing and any follow up discussions with the worker's employer related to return to work. At all times Health and Safety Representatives shall be advised before any testing occurs of any testing and any consequential action.

**4. Dealing with Suspected Impairment**

Declining fitness for work and poor performance associated with alcohol or drug use will be dealt with as a performance matter, therefore:

- a) The employee's performance should be monitored.
- b) Declining performance will be brought to the attention of the employee the performance issue will be discussed confidentially to identify the cause and to agree on remedial action.
- c) The supervisor will not attempt to diagnose the causes of the decline in performance; however, will use a problem-solving approach with the employee to identify possible causes. These could be work related and /or personal issues.
- d) The supervisor will ensure that the employee is aware that the Employee Assistance Program (EAP) or referral to CIDAF can be accessed.
- e) An action plan will be developed with the employee and supervisor to resolve the issue. Follow up sessions will take place to review the employee's performance until the issue is resolved.
- f) Where an employee's work performance continues to be unsatisfactory, supervisors are required to follow the organisation's disciplinary procedure.
- g) Accurate Records should be kept of any performance discussion.

**5. Education and Awareness**

- a) The content of this procedure and any specific workplace procedures relating to alcohol or other drugs will be communicated to workers and other persons during the induction process. It also forms part of all subcontractor contractual requirements.
- b) The workplace induction shall include the following as a minimum to promote the health and wellbeing of all Workers and outline the company's commitment to a safe and healthy workplace. The training provider shall be the BTG workplace impairment officer or other agreed provider between the union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principal contractor workers), subcontractors and labour hire workers at least once every five years.
- c) All training must be delivered face to face
- d) Workplace impairment training must be a minimum of 2 hours in length and must cover the following topics:
  - Australian Workplace Health and Safety statistics
  - Overview of the workplace health and safety act – state specific
  - Mental health – discussing at length stress, anxiety and depression
  - Fatigue – overview of causes and coping mechanisms
  - Illness and injury – management of illness and injury, legal requirements, rehabilitation process
  - Chemicals, heat cold and noise and their abilities to cause impairment at work
  - Legal/illegal drugs and alcohol – statistics on current use, potential negative consequences to the workplace, workplace deaths and accidents associated with alcohol and other drug use
  - Harm relating to alcohol and other drug use
  - Understanding what is a standard drink and how long this will stay in your system
  - Detection rates for legal and illegal drugs
  - Administering self-alcohol and drug tests
  - Information about the Construction Industry Drug and Alcohol Foundation (CIDAF) and Employee Assistance Programs and the services they both offer.

**6. Alcohol at approved company functions or occasions**

- a) Consumption of alcohol may be permitted at some company sponsored events such as team dinners, functions, celebrations or annual parties. In these instances, socially-responsible behaviour is expected, and responsible service of alcohol applies. Personnel who consume alcohol at company sponsored events must ensure that they do not perform work if their BAC exceeds the acceptable limit for their project or workplace.

**7. Possession and Supply of Alcohol and Other Drugs (AOD)**

- a) Workers and other persons must not bring and/or have any alcohol or drugs in their possession or control at the workplace, except for Drugs prescribed by a medical practitioner and/or Non-prescribed legal drugs for personal use, in the recommended doses.

- b) Any unauthorised supply of alcohol and/or other drugs in the workplace is prohibited and shall result in disciplinary action and the worker or other person's instant removal from the workplace.

**8. Prescribed Medication or Pharmacy Drugs**

- a) If a Worker has a medical condition that could affect their Fitness For Work, they should inform their Supervisor and if they wish, an employee representative. The individual is not obliged to disclose confidential medical information unless it is relevant to their Fitness for Work and the ability of the Worker to safely perform the inherent requirements of their work task. If a Worker's ability to safely perform the inherent requirements of their work task is affected by taking prescription or pharmacy drugs, the Worker should obtain this advice in writing from the medical practitioner or pharmacist and provide it to their supervisor and if they wish an employee representative, as soon as practicable.
- b) Any Worker required to participate in drug testing is obliged to declare any medication taken immediately prior to the drug and alcohol test being conducted. Such information will remain confidential and only used in determining if such medication has contributed to or caused a non-negative result.
- c) Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the Registered Medical Practitioner, then a Negative Result shall be recorded, and no results retained.
- d) Where the results of the confirmatory test identify the Prescribed Drug / Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Register Medical Practitioner or another drug(s) type is recorded, then a Confirmed Positive Test Result shall be recorded, and the provisions of this procedure shall apply.

**9. Alcohol and Other Drug (AOD) Testing**

- a) AOD testing can be administered in the following situations and/or scenarios:
  - (i) Voluntary / self-testing for AOD
  - (ii) Random testing
  - (iii) Reasonable grounds testing
  - (iv) Post incident testing
  - (v) Targeted testing

**9.1.1 Voluntary and Self-testing**

- a) Equipment for voluntary self-testing for alcohol will be made available to workers at all worksites prior to commencing work, including a wall mounted breathalyser in an area that affords privacy and self-testing kits for drugs. No results are recorded.
- b) Employees, who are concerned that they may have a personal problem, should seek professional support through the organisation's EAP or CIDAF.
- c) All Workers have obligations under the Work Health and Safety Act and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work

**9.1.2 Random Testing**

- a) Workers are required to comply with a request to participate in random drug and alcohol testing.
- b) Workers chosen to participate may be random individuals and/or random workgroups. The method adopted for choosing random participants, to be chosen from both workers on and off the tools on site on each occasion, will be fair, transparent and equitable through a designated collector or authorised organisation independent software (exclusive of gate entry software).
- c) The following ratio of testing for both Alcohol and other drugs:
  - (i) Where there are less than 30 workers on site – no more than 10% of the workforce
  - (ii) Where there are 30 to 100 workers on site – no more than 5 workers per month
  - (iii) Where there are greater than 100 workers on site – no more than 10 workers per month

**9.3 Reasonable Grounds Testing**

- a) If there are reasonable grounds or cause to suspect a worker is impaired or otherwise affected by alcohol or other drugs, then an alcohol and other drug test can be initiated.
- b) Where a supervisor or other person has reason to suspect that a worker may be under the influence of alcohol or other drugs, the supervisor will meet with the worker and if the worker wishes their employee representative and set out the basis for the suspicion.
- c) The Supervisor may complete a **-Reasonable Grounds for Alcohol and Other Drugs Checklist (Sch 1)**, and if as a result the worker is deemed to be effected by drugs or alcohol the Worker may be tested in accordance with the procedure in this Policy.
- d) If a worker is not affected by drugs or alcohol the worker will return to work and all records destroyed.

**9.4 Post Incident Testing**

- a) After the occurrence of a Significant Incident event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.
- b) Post Incident Testing will be conducted as soon as practical after a significant incident event and when it is safe to do so.
- c) Where a Worker(s) is to be tested following a significant incident event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.
- d) Post incident testing will be conducted as soon as practicable after the incident event and when it is safe to do so.
- e) An injured Worker who requires immediate medical attention may only be tested when it is appropriate. This will be determined by the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

**9.5 Targeted Testing**

- a) If the worker has produced a 'Confirmed' Positive Test, it is mandatory that the worker be included in the test group for the following random test that is conducted.
- b) Targeted testing may be carried out on defined High-Risk Construction Work and other higher risk activities as determined by risk assessment. Details will be recorded in the Project WHS Plan and/or Project Risk Assessment.

**9.6 HSRs**

- a) At all times Health and Safety Representatives shall be advised before any testing occurs of any testing under this Policy and any consequential action.

**10. Testing Methods**

Testing methodologies include:

**10.1.1 Alcohol**

- a) Blood Alcohol Concentration testing will be conducted using a breathalyser that is calibrated as per the applicable Australian Standards.
- b) The process shall be explained by the administrator of the test to the worker.
- c) The cut off levels for blood alcohol content (BAC) is based on 0.00 grams per 100 mL.
- d) The acceptable limit for workers and other persons is a BAC of 0.00% at worksites.
- e) If a BAC non-negative result is returned (i.e. greater than acceptable BAC limit) a second confirmatory test will be conducted after 60 minutes. If the second test is again a non-negative result, then this will be regarded as a 'Confirmed' positive test. The result recorded will be that of the second confirmatory test.

**10.1.2 Other Drugs**

- a) All aspects of the testing shall be carried out in a confidential and private manner
- b) On site random drug testing may be conducted using oral fluid (saliva) methods
- c) Testing will be carried out by an independent authorised organisation or designated collector and testing to be carried out a NATA accredited laboratory.
- d) The following sets out the targeted levels (cut offs) that will constitute a Non Negative Result Initial Test result for saliva drug testing:

Table of Limits

Initial Test – Class	Cut-off level (ng/ml)
Cannabinoids: (THC, Marijuana)	20
Cocaine and metabolites	50
Amphetamine / Methamphetamine	50
Opiates	50
Benzodiazepines	10
Confirmatory Test - Class	Laboratory Cut-off level (ng/ml)
Morphine	25
Codeine	25
6-Acetyl morphine	10
Amphetamine	25
Methylamphetamine	25
Methylenedioxymethylamphetamine	25
Methylenedioxyamphetamine	25
<b>Δ9 tetrahydrocannabinol (THC)</b>	<b>10</b>
Cocaine	25
Benzoylcegonine	10
Ecgonine methyl ester	25

Notes:

The levels specified in the above tables are taken from Australian Standard AS4760

- e) If the site/contract/legislative requirement dictates the method of testing, those requirements shall be applied. Details of these requirements will be documented in the Project WHS Plan and/or other applicable site procedures.
- f) If a non-negative result is received from the initial drug testing then the following shall occur:
  - (i) The worker will be stood down immediately and conveyed to his / her place of residence or abode
  - (ii) The non-negative sample shall be sent for confirmatory laboratory testing. Should the results from the laboratory confirmatory testing indicate that it is a positive result it shall be considered a 'Confirmed' Positive Test.

**11. Testing Room Requirements**

- a) Every project or workplace shall have a room nominated for the purpose of undertaking Alcohol and Other Drug testing in accordance with this procedure. This room will provide privacy, including a closing door (not lockable from the inside), be clean and hygienic and free from interruptions during testing.



**12. Alcohol and Other Drug breaches of this Procedure**

a) The following circumstances are considered breaches of this standard:

- (i) Refusal to sign documentation and/or to participate in testing
- (ii) Failure to produce the required sample in the required timeframe
- (iii) Any worker who provides a substituted specimen, or interferes with a specimen or a testing device, in an attempt to prevent detection of alcohol or other drugs
- (iv) Any worker or visitor who refuses to be tested
- (v) A 'Confirmed' Positive Test result (for alcohol or other drugs)

b) The consequences of breaching this Policy are outlined below and should be read in conjunction with this Agreement in terms of an Employee's rights. At all times a Worker has the right to be supported by the employee representative.

Employee / Breach	Consequence
<p><b>Employee</b></p> <p>1st Confirmed Positive Test Result or Breach</p>	<ul style="list-style-type: none"> <li>▪ The worker will be stood down from work immediately and paid the equivalent of their normal scheduled work routine for the time they are excluded from the workplace until such time a negative result can be produced and arrangements made for their transport home. Should the confirmatory test return a negative result then that employee shall return to their workplace with no adverse effect to their pay, leave or other entitlements. Should the confirmatory test confirm a positive result in the case of an employee, the employee will not receive pay for the time excluded from the workplace but the employee may elect to take annual leave and then unpaid leave.</li> <li>▪ The worker will be offered assistance through EAP or external support agency for counselling and/or rehabilitation if applicable at the Company's expense.</li> <li>▪ The worker shall not be allowed to recommence work without the production of a negative test result. If costs are incurred these costs will be Company's responsibility</li> <li>▪ A negative breathalyser reading is acceptable for an alcohol breach. These may be conducted at site prior to commencement of shift. A negative oral fluid (saliva) method result will be required for other drugs before returning to work.</li> <li>▪ A formal first written warning shall be given to the employee advising them that a 2 additional positive tests results within the next 12 months will result in dismissal.</li> <li>▪ Employees will be subject to targeted testing for the following random screening.</li> </ul>
<p><b>Employee</b></p> <p>2nd Confirmed Positive Test Result or Breach (Within 12 months since last Confirmed Positive Test Result)</p>	<ul style="list-style-type: none"> <li>▪ The worker will be stood down from work immediately and paid the equivalent of their normal scheduled work routine for the time they are excluded from the workplace until such time a negative result can be produced and arrangements made for their transport home. Should the confirmatory test return a negative result then that employee shall return to their workplace with no adverse effect to their pay, leave or other entitlements. Should the confirmatory test confirm a positive result in the case of an employee, the employee will not receive pay for the time excluded from the workplace but the employee may elect to take annual leave and then unpaid leave.</li> <li>▪ The worker will be offered assistance through EAP or external support agency for counselling and/or rehabilitation if applicable at the Company's expense.</li> <li>▪ The worker shall not be allowed to recommence work without the production of a negative test result. If costs are incurred these costs will be the Company's responsibility.</li> <li>▪ A negative breathalyser reading is acceptable for an alcohol breach. These may be conducted at site prior to commencement of shift. A negative oral fluid (saliva) method result will be required for other drugs before returning to work.</li> <li>▪ A formal second and final written warning shall be given to the employee advising them that a 1 additional positive test result within the next 12 months will result in dismissal. The worker will be informed of the consequences of testing positive and their obligations to present or remain in a fit state.</li> <li>▪ Employees will be subject to targeted testing for the following random screening.</li> </ul>
<p><b>Employee</b></p> <p>3rd Confirmed Positive Test Result or Breach (Within 12 months since the last Confirmed Positive Test Result)</p>	<ul style="list-style-type: none"> <li>▪ The worker's employment could be terminated.</li> <li>▪ There may also be reasons to consider the extension of an employee's contract past the three incidents for termination time period. This would only be in exceptional circumstances and would be subject to the employee whose employment is to be terminated requesting special consideration by way of providing a written request for reconsideration and detailing any mitigating circumstances that may apply.</li> </ul>
<p><b>Other Persons and Subcontractors</b></p>	<ul style="list-style-type: none"> <li>▪ Any other persons or Subcontractors who produce a non-negative result will be removed from site immediately until a confirmatory test can be conducted at their cost.</li> <li>▪ Subcontractors will be offered a Referral to the EAP or external support agency for counselling and/or rehabilitation.</li> </ul>

- If a Confirmed Positive Test is produced they will be removed from site immediately.
- Workers, other than direct employees, who are excluded from a workplace for a Positive Result Confirmatory Test can be readmitted to a workplace upon application by their employer.
- The matters to be considered in whether to readmit an excluded worker include but are not limited to:
  - Demonstrated compliance by the Workers employer with their drug and alcohol procedure including its rehabilitation and consequence management requirements.
  - Demonstrated compliance of the Worker with the rehabilitation and/or consequence management outcomes of their employers drug and alcohol procedure.
  - Worker Fitness for Work Drug and Alcohol Policy breach history.
  - Provision by the excluded Worker of a negative test result (cost to their employer) for Drugs and Alcohol at the time the Worker presents to recommence work at a workplace, as the work to be carried out by that Worker is classified as a higher-risk activity.
- Where a Worker is not readmitted to a workplace, then:
  - The worker will be advised of the decision and the reasons for the decision.
  - The worker will be provided with the opportunity to show cause why they should not remain excluded from workplaces and may have a representative of their choice to assist them.
- Contractors will be responsible for the management / arrangements for their employees who return a positive test result for Drugs or Alcohol in accordance with their own employment arrangements.
- Unless extenuating circumstances exist, a Worker other than a direct employee who receives three Positive Result Confirmatory Test results may be permanently excluded from all workplaces.

### 13. Recording Test Results

- a) Any confirmed positive test results will be held in the worker's personnel file together with the formal written warning issued for the duration of employment. Any formal disciplinary action taken for breaches of this standard is to be counted with any other disciplinary action taken against the worker.
- b) Once the 12-month period of a negative test result has been achieved, any formal disciplinary action issued during that period for Confirmed Positive Test results will be disregarded in future disciplinary action.
- c) Numbers of tests, types of tests and numbers of positive tests shall be recorded in each of the project document management systems. All personal information will be managed confidentially.

### 14. Employee Assistance Program/Assistance

- a) All employees, workers and managers can access the employee assistance program to obtain confidential help, assistance and support. If a worker has raised concern about personal issues relating to alcohol or other drugs they must be given assistance by sourcing an external counselling and/or an approved rehabilitation service provider.
- b) Employees covered by this Agreement will have access to the following additional services;
  - (i) Construction Industry Drug and Alcohol Foundation Counselling / Rehabilitation – Phone: (02) 9810 3117  
Drugs & Alcohol – info@foundationhouse.net.au
  - (ii) Gambling – problemgambling@foundationhouse.net.au
  - (iii) Admissions / Hotline – Phone: (02) 9555 4034 – intake@foundationhouse.net.au
  - (iv) CIDAF Suicide Awareness program/Foundo Blue- info@foundationhouse.net.au

### 15. PRIVACY AND CONFIDENTIALITY

- a) Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth).
- b) Any information provided or declared by a Worker regarding:
  - (i) Prescribed Drug and Pharmacy Only Drug consumed
  - (ii) Medical conditions or the like
  - (iii) Their proposed return to a workplace following exclusion by this procedurewill also remain confidential and managed in accordance with the Privacy Act 1988 (Cth) and use/access/dissemination shall be restricted to those whose role makes it necessary to have access to it. The company will only release information to a third party as required by law.

- c) Employees who record a non-negative result will be treated at all times in a respectful and non-judgmental manner by all involved in the management of the matter.
- d) Where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.
- e) All Positive Result Confirmatory Test records will be retained for a maximum period of (1) year for the purposes of implementing this procedure and its consequence management framework.

**16. Protections from Worker Deoxyribonucleic Acid (DNA) Misuse**

- a) Workers selected for testing shall have their personal DNA protected by:
  - (i) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an Initial Test, by the worker being offered the used collection cartridge upon completion of the Initial Test.
  - (ii) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.
- b) These protections will be notified to Workers during site inductions.

**17. Regulations, Standards and Codes**

Work, Health and Safety Regulation 2017 (NSW)  
AS/NZS 3547 Breath Alcohol Testing Devices for Personal Use  
AS/NZS 4308 Drugs of Abuse Testing  
AS/NZS 4760 Procedures for Specimen Collection and the Detection of Quantization of Drugs in Oral Fluid

**Schedule 1: Reasonable Grounds for Alcohol and Other Drugs Checklist**

<b>Project:</b>		<b>Date:</b>			
<b>Personnel and Event Details</b>					
<b>Employee / Worker Name:</b>		<b>Company / Employer:</b>			
<b>Position / Role:</b>		<b>Contact Number:</b>			
<b>Work Location:</b>					
<b>Description of Event</b>					
<b>Reasonable Grounds for Testing Criteria</b>					
<b>Physical / Observations (Speech / Balance)</b>	<input type="checkbox"/> Attempt to conceal objects	<input type="checkbox"/> odours of marijuana	<input type="checkbox"/> odours of alcohol	<input type="checkbox"/> bloodshot eyes	
	<input type="checkbox"/> dilated pupils	<input type="checkbox"/> slurring speech	<input type="checkbox"/> slow speech	<input type="checkbox"/> rambling speech	
	<input type="checkbox"/> falling over	<input type="checkbox"/> staggering	<input type="checkbox"/> stumbling	<input type="checkbox"/> unbalanced	
<b>Behaviours / Unusual Actions</b>	<input type="checkbox"/> Excessive sweating	<input type="checkbox"/> Emotional crying	<input type="checkbox"/> aggressive / fighting	<input type="checkbox"/> tremors	
	<input type="checkbox"/> slow reactions				
<b>Additional details / Witnesses</b>					
<b>Employee / Worker</b>					
<b>Name:</b>		<b>Signature:</b>		<b>Date:</b>	
<b>Test Authorisation / Approval Company</b>					
<b>Name:</b>		<b>Signature:</b>		<b>Date:</b>	

**APPENDIX H**

**Allowances**

	<b>Current</b>	<b>From 1 July 26</b>
First-aid attendant (minimum qualification) per day	\$4.80	\$5.00
Higher first aid cert. per day	\$7.58	\$7.80
Leading hand not more than 1 per hour	\$0.88	\$0.90
Leading hand 2 and not more than 5 per hour	\$1.91	\$2.00
Leading hand 6 and not more than 10 per hour	\$2.43	\$2.50
Leading hand more than 10 per hour	\$3.23	\$3.30
Transfers during working hours (per Km)	\$1.67	\$1.75
Compensation for tools	\$3,030.74	\$3,030.74

**APPENDIX I**  
**Five-Day Week Monday to Friday Projects**

This Appendix applies to Employees working on projects that are structured over a 5-day, Monday to Friday working week. Once a project has commenced as a 5-day work week (Monday to Friday) arrangement, the Company can revert to a standard working week (Monday to Sunday) one time only and once it does so will then remain so.

**1. Hours of Work**

The provisions of Clause 27.1 of the Agreement apply.

**2. Overtime**

- a) It is the intention of the Company and Employees that excessive overtime will not be worked.
- b) To this end the general standard of weekly hours will usually not be more than 50 hours per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by agreement be exceeded from time to time to perform works which the Company considers necessary and to meet operational requirements, including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.
- c) Reflecting this intention, it is recognised that the Company is not restricted as to the setting of daily hours within the 50-hour general standard.
- d) 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 matters including:
  - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees; or
  - (ii) the Employee's personal circumstances including any family responsibilities; or
  - (iii) the notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it; or
  - (iv) any other relevant matter.

**3. Rostered Days Off**

The provisions of Clauses 27.3, 27.4 and 27.5 of the Agreement apply with the following exceptions:

- a) Projects will be fully operational on all Fixed RDOs days not attached to a Designated Shutdown Long Weekend (which include the Easter and Christmas shutdown periods).
- b) If an Employee works on a Fixed RDO, they will take the accrued RDO as a substitute day, at a later date, at the Employee's choosing for each RDO that they are required to work. Employees will be required to take up to thirteen 13 RDOs in a calendar year. In addition to the Designated RDO's, with these RDO's able to be utilised in accordance with clause 27.3 c) of this Agreement, or any other Saturday of the Employees choosing.

#### **4. Weekend Work**

- a) Weekend work will be limited to where there is a need for genuine operational reasons to undertake specific works on weekends which may be high risk in nature or have an effect on existing facilities or areas outside the project. High risk works, or works having effect as outlined above would include, but not be limited to the following:
  - (i) erection or dismantle of tower cranes;
  - (ii) climbing of tower cranes;
  - (iii) removal of jumpforms, or similar high-risk bespoke elements of work;
  - (iv) service shutdowns involving external authorities; or
  - (v) connections to existing buildings.
- b) Before the Company commences consultation regarding the requirement for Weekend Work, the Company must have approval from (insert most senior person title in the region) or equivalent. No work is authorised unless this approval is provided in writing.
- c) Work may be carried out on a weekend if the Company consults and agrees with the Union about the need to carry out work. As far as practical, given operational requirements, the Company will give affected Employees at least 7 days' written notice of any such need for work to occur, so as to ensure appropriate consultation. Such work shall be paid at the rate of double time ordinary rate of pay for all hours worked.
- d) If 7 days written notice is not provided by the Company, then the affected Employees, shall be paid double time and a half of the ordinary rate of pay. This will not apply for events outside the control of the Company, where emergency work is required to be undertaken.
- e) Where work is required to be conducted over two (2) consecutive weekends and an RDO is not taken over this period, Employees who work on consecutive weekends will take the RDO foregone at an alternative day falling within six (6) weeks of the originally scheduled day, provided the re-scheduled RDO is to be taken on a day (or days) adjacent to a Saturday or Sunday or RDO, in conjunction with annual leave, or as otherwise agreed by the Employee and the Company. Such agreement will not be unreasonably withheld.

## APPENDIX J

### Work on RDOs on Identified Projects

This Appendix applies to Identified projects in accordance with Clause 27.6 of the Agreement.

#### 1. Identified Projects

#### 2. Rostered Days Off 2024-2027

The provisions of Clauses 27.3 and 27.4 apply.

#### 3. Work on Fixed RDOs and Designated Long Weekends

- a) Work is prohibited on public holidays and Designated Shutdown Long Weekends and RDOs attached to a Designated Shutdown Long Weekend. Where there is an agreed emergency or a special client need and subject to the agreement of all Parties to this Agreement and the Union, limited work may be undertaken on public holidays and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. The Company will give the other Parties and the Union 7 days notice of any such need for work so as to ensure appropriate consultation.
- b) In relation to Fixed RDOs not attached to a Designated Long Weekend, these may be worked with the agreement of an Employee.
- c) An Employee may refuse to work on a Fixed RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
  - (i) the hours of work that will be worked by that Employee in the week of the Fixed RDO;
  - (ii) the number of Fixed RDOs worked by the Employee within the previous six weeks;
  - (iii) the Employee's family responsibilities;
  - (iv) any other special circumstances peculiar to the Employee.
- d) In addition to accrued entitlements, such work that is on any Fixed RDO that is not attached to a Designated Long Weekend, shall be paid for at ordinary time rates of pay including the daily 'Fares and Travelling Allowance' and any applicable allowances prescribed by this Agreement.
- e) On Designated Long Weekends, in addition to accrued entitlements, such work shall be paid for at double time and a half, including the daily 'Fares and Travelling Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.
- f) Where the Company and the Employee agree, up to six days of RDOs in a twelve-month period may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed. Details of such banked RDOs shall be entered on to each Employee's employment records. These RDOs may be taken as a group of consecutive days or any other combination subject to reasonable notice by an Employee.