

**Lendlease Construction
and
CFMEU
(New South Wales
and
Australian Capital Territory)
Collective Agreement 2024**

Contents

1. Title.....	3
2. Definitions.....	3
3. Parties and Persons Bound and Covered	4
4. Incorporation of Award Provisions.....	4
5. Duration of the Agreement.....	5
6. Employee Awareness	5
7. Minimum Standards.....	5
8. Joint Commitment, Objectives and Inclusion	5
9. Terms of Employment	8
10. Effective Work Organisation	10
11. Consultation and Participation	11
12. Individual Flexibility.....	13
13. Dispute Resolution Procedure.....	14
14. Lendlease Benefits	15
15. Wage Rates and Other Employment Benefits	19
16. Allowances.....	20
17. Redundancy Schemes.....	21
18. Hours of Work.....	21
19. Breaks	21
20. Leave.....	22
21. Skills Development.....	28
22. Training and Related Matters	29
23. Security of Employment.....	30
24. Sham Contracting and Compliance	31
25. Industry Fund Compliance	33
26. Employee Representation	34
27. Work Health and Safety.....	36
28. Crane Crews	37
29. Protective Clothing.....	38
30. Performance Management	38
31. Redundancy Procedure.....	39
32. Termination.....	40
33. Payment of Wages.....	41
34. Severability	43
35. Application of Appendices	43
36. Endorsement of The Agreement	44
Appendix 1: Living Away from Home Allowance	46
Appendix 2: Skill Development Line.....	49
Appendix 3: Skills Development Program.....	54
Appendix 4: Australian Capital Territory	60
Appendix 5: New South Wales.....	72
Appendix 6: NSW County Boundaries.....	89
Appendix 7: NSW Five Day Week - Monday to Friday Projects.....	91
Appendix 8: NSW Work on RDOs on Identified Projects	93
Appendix 9: ACT Five Day Week - Monday to Friday Projects.....	94
Appendix 10: ACT Rostered Day Off Calendar.....	96
Appendix 11: NSW Rostered Day Off Calendar.....	101

1. Title

This enterprise agreement shall be known as the *Lendlease Construction / CFMEU (New South Wales and Australian Capital Territory) Collective Agreement 2024*.

2. Definitions

The following definitions shall apply in this Agreement:

Term	Meaning
Agreement	means the <i>Lendlease Construction / CFMEU (New South Wales and Australian Capital Territory) Collective Agreement 2024</i> .
Approved Training Organisation	means for the purpose of Appendix 4, clause 11 CSI, or as otherwise agreed by the Parties to this Agreement.
Award	means the <i>Building and Construction General On-site Award 2020</i> (as amended from time to time).
Bargaining Representative	means a bargaining representative as defined in the Fair Work Act.
BTG	means Building Trades Group.
Company	means Lendlease Construction Pty Limited (ABN 97 000 098 162) and Lendlease Construction (Southern) Pty Limited (ABN 56 002 625 130) as the context requires.
Consultative Committee	means a Regional Consultative Committee.
Continuous Service	means 'continuous service' as defined in the Award.
Continuous Shiftworker	means ' <i>continuous shiftworker</i> ' as defined in the Award.
CSI	means Construction Employment Training Welfare Ltd as trustee for Creative Safety Initiative (CSI) Trust (ABN 16 827 621 177).
CCW	means Construction Charitable Works (ABN 65 129 595 651).
Employee	means employees of the Company who are employed as construction workers on the Company's projects in New South Wales and the Australian Capital Territory and who fall within the classifications prescribed in the Agreement. The Agreement does not cover employees of the Company who are engaged in administrative, managerial, or supervisory roles (including, for example supervisors, trainers, forepersons, and sub-forepersons).
Employee Benefit Rate (EBR)	means the EBR which is comprised of the following amounts: <ol style="list-style-type: none"> 1. Weekly Rate of Base Pay; 2. Weekly Productivity Benefits; and 3. Weekly Tool Allowance.
EH&S	means Environment, Health & Safety.
Fair Work Act	means the <i>Fair Work Act 2009</i> (Cth).
FWC	means the Fair Work Commission.
General Construction Work	means miscellaneous activities that do not normally form part of a trade package and may include: <ol style="list-style-type: none"> 1. Safety rectification works (e.g. fixing handrails or making safe an area); 2. Sundry/miscellaneous site establishment activities; 3. Sundry/miscellaneous activities to assist maintaining program; 4. General trade work carried out on an incidental basis including: <ol style="list-style-type: none"> a) Site access maintenance (e.g. temporary handrails, clean up); and b) Defect rectification.
Health and Safety Representative (HSR)	means a member of a designated work group elected to represent that designated work group on matters relating to occupational health and safety, in accordance with the WHS Act.
Lendlease Group	means Lendlease Corporation Limited, and its related bodies corporate.
NES	means the National Employment Standards prescribed in the <i>Fair Work Act</i> .
Ordinary Hours	means 36 hours per week for a full time Employee, and for part time and casual Employees, is as provided for in this Agreement.

Term	Meaning
Party/Parties	means the Company, the Employees and/or the Union, as the context requires.
Region	means: · the Australian Capital Territory; or · New South Wales, as the context requires.
Shiftwork	means work comprising recurring periods in which different groups of workers do the same jobs in rotation.
Shiftworker	means an Employee who performs Shiftwork in accordance with the Agreement.
Union	means the Construction, Forestry and Maritime Employees Union.
Union Delegate	means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members employed by the Company as required.
WHS Act	means <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Act 2011</i> (ACT) as the context requires.

3. Parties and Persons Bound and Covered

- 3.1 Subject to the exclusions in 3.3 below, this Agreement covers:
- (a) The Company in respect of its Employees (hereinafter referred to as “Employees”) of the kind referred to in 3.1(b) herein, who are engaged as construction workers to work on the Company’s projects in New South Wales (NSW) and the Australian Capital Territory (ACT);
 - (b) Employees of the Company who are eligible to be members of the Construction, Forestry and Maritime, Employees Union; and
 - (c) The Construction, Forestry and Maritime Employees Union.
- 3.2 This Agreement covers the Company and its Employees in New South Wales and the Australian Capital Territory only.
- 3.3 Cottage/housing projects are excluded from the operation of this Agreement. For the purposes of this Agreement, cottage/housing projects means the construction of single occupancy dwellings and/or multiple occupancy residential units of no more than two living levels in height where the value of the project does not exceed more than \$20 million.

4. Incorporation of Award Provisions

- 4.1 The terms and conditions of the *Building and Construction General On-site Award 2020* (the **Award**) 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.
- 4.2 In the event of any inconsistency between the terms and conditions of the Award which are incorporated into this Agreement by operation of 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.
- 4.3 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.
- 4.4 Nothing is intended to confer a double benefit to an Employee in respect of a particular subject matter or entitlement.
- 4.5 For the sake of clarity, nothing in this clause is intended to confer an Award entitlement that has been expressly excluded under the terms of this Agreement.

5. Duration of the Agreement

- 5.1 This Agreement will be effective from the date it is lodged with the FWC (**Commencement of Agreement**), noting that it will come into legal operation seven (7) days after its approval by the FWC and, will continue in force until 4 July 2027 (the **Nominal Expiry Date**). All increases to wages rates, allowances, superannuation and all other monetary entitlements will be applicable from the dates prescribed in the Agreement.
- 5.2 All increases to rates of pay and allowances in this Agreement shall be payable from the first full pay period on or after the date of the applicable increase.
- 5.3 This Agreement shall continue to operate beyond the Nominal Expiry Date until replaced by another agreement or terminated, in accordance with the *Fair Work Act*.
- 5.4 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 will be eligible during bargaining for a future agreement to attend a maximum of four (4) paid meetings with the Parties, with each of these meetings being to a maximum duration of four (4) hours in NSW, and two (2) hours in ACT during ordinary hours of work to discuss their needs and expectations in respect of any future agreement. The meeting will be convened at a date, time and location convenient to the Company and the Union.

6. Employee Awareness

- 6.1 The Company must ensure that copies of this Agreement, the Award and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace, or through electronic means, whichever makes them more accessible or available (whether in hard copy or through electronic means) to an Employee, within a reasonable time following a request by the Employee.
- 6.2 All current Employees will be provided access to this Agreement, along with all future Employees upon commencement of their employment with the Company.
- 6.3 To assist new Employees in familiarising themselves with this Agreement, new Employees will be given the contact details of the relevant Union Delegate upon engagement. The Union Delegate(s) will be advised of the engagement of new Employees where consented to by the new Employee.

7. Minimum Standards

- 7.1 This Agreement will not operate so as to cause any overall reduction in rates and conditions as would otherwise apply under the Award (with the exception of those rates and conditions in the Award that are expressly excluded under this Agreement), or in minimum standards under applicable workplace laws concerning for example parental leave, termination of employment, standard hours of work, annual leave, or long service leave (i.e. the National Employment Standards under the *Fair Work Act*).

8. Joint Commitment, Objectives and Inclusion

- 8.1 The intention of this Agreement is to provide a framework within which a relationship based on innovation, collaboration and consultation can be fostered.
- 8.2 It is the intention of the Parties to ensure these Joint Commitment, Objectives and Inclusion clauses (see below) are met, through the implementation of this Agreement, in order to achieve fair, cooperative and productive workplace relations.
- 8.3 **Joint Commitment: Cooperative and Productive Workplace Relations**
- (a) This Agreement reflects a joint commitment by the Parties to the following five (5) principal aims:
- (i) increased job satisfaction, security of employment and quality of life for Employees;

- (ii) increased competitiveness of the Company through continual improvement in efficiency, productivity, safety and quality of production;
- (iii) development of a communication process that promotes a shared vision and shared decision making through consultation and participation;
- (iv) development of innovative, adaptable, committed and highly skilled Employees, valued for skills recognised by both the industry and the Company; and
- (v) recognition of Employees to ensure they share in the improved productivity of the Company.

8.4 Objectives

The Parties agree to continue to develop and implement the following objectives:

(a) Employee Engagement

- (i) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging;
- (ii) To establish skills-related career paths for Employees;
- (iii) To eliminate discrimination and sexual harassment;
- (iv) To promote practices that support productivity, flexibility and inclusion;
- (v) To pay Employees fair wages and provide enhanced employment conditions;
- (vi) To help Employees achieve balance between personal life through adopting healthy hours of work, and taking leave regularly; and
- (vii) To improve efficiency.

(b) Environment, Health & Safety

- (i) Achieving leadership in sustainable EH&S practices, and a commitment to operate incident and injury free on all Company projects;
- (ii) Implementation and promotion of leading environmental practices on all Company projects;
- (iii) Understanding and promotion of waste minimisation on projects with all site personnel achieving the Company waste minimisation targets;
- (iv) To maintain and enhance Company EH&S performance;
- (v) To maintain a cooperative and open mind to approaching EH&S matters providing for flexible and innovative solutions particularly in respect to the challenges presented by unprecedented times; and
- (vi) Understanding, promoting and taking actions to achieve Lendlease's global sustainability targets.

(c) Harmonious Workplace

- (i) To create a dispute free environment through consultation and common purpose;
- (ii) To promote fair, cooperative, productive and inclusive workplace relations in the construction industry; and
- (iii) Implementation of this Agreement, the Award and compliance with statutory provisions.

(d) Work Organisation

- (i) Implementation of forms of work organisation that encourage the use and acquisition of skills and continual learning;
- (ii) Continued development of more effective management practices;
- (iii) Continued development of communication processes that facilitate participation by all levels of the Company;

- (iv) Introduction of new technology (that may include new and innovative ways of working) and associated changes to enhance the competitive position of the Company;
- (v) Improved quality of work;
- (vi) To innovate; and
- (vii) To eliminate unproductive time.

8.5 Workplace Inclusion

- (a) Consistent with the values of the Company, the Parties to this Agreement recognise the importance of investing for the future and creating a flexible and inclusive workplace where diversity is embraced and supported.
- (b) The Parties agree that creating an accessible work environment that facilitates flexible and inclusive work practices and strategies around the attraction, engagement and retention of Employees, who represent the communities within which we operate, is important.
- (c) Importantly for the life of the Agreement the Parties will focus on:

Women

- (i) It is recognised that the construction industry requires greater diversity and that more women should be encouraged to work in the industry. The Parties shall discuss means to achieve this during the life of this Agreement. Positive workplace initiatives may be introduced and implemented that will encourage and assist women to seek and maintain employment in the construction industry.
- (ii) In recognition of this, where practicable, the Company is committed to:
 - (A) The adoption of flexible work practices; and
 - (B) Providing women construction workers with access to training and skill development opportunities that will provide access to a wide range of roles in the workplace.

First Nations

- (i) It is recognised that the construction industry needs to facilitate greater access for Aboriginal and Torres Strait Islander peoples to employment opportunities within the construction industry. Measures will be introduced and implemented that will encourage and assist Aboriginal and Torres Strait Islander peoples to seek and maintain employment in the construction industry.
- (ii) Where practicable, the Company is committed to:
 - (A) facilitating an Acknowledgement of Country component in its site induction procedure; and
 - (B) When the number of Employees on a Company project site exceeds 50, organising an Acknowledgement of Country/Welcome to Country or a smoking ceremony.

Transition to Retirement

- (i) The Company recognises that Employees who are retiring from careers in the construction industry may require support mechanisms to assist them with this transition.
- (ii) In recognition of this, the Company will endeavour to assist Employees transition into retirement from work. Where an Employee notifies the Company that they intend to retire from work, the Company where practicable, may provide assistance, including:
 - (A) access to part time work and job sharing and other flexible working arrangements where reasonably practicable;

- (B) access to the Lendlease Employee Assistance Program for up to 3 months beyond an Employee's retirement date; and
- (C) release from duty, if the Employee chooses, for up to a total of four (4) Ordinary Hours (at EBR), to see their financial planner.

(Note: The Company will not provide financial planning services or advice and the Employee will not be required by the Company to source and pay for any financial planning services.)

8.6 Rehabilitation of Injured Workers

- (a) 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 relevant Regional Consultative Committee of such Employees and their return to work plans, subject to compliance with the *Privacy Act 1988 (Cth)*.

8.7 Fitness for Work: Drug and Alcohol

- (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.
- (b) The Parties agree alcohol and/or drugs will not be permitted on Company projects.
- (c) The Company supports the objectives, rehabilitation measures, consulting, peer support and training initiatives offered by:
 - (i) the Building Trades Group (BTG) Drug and Alcohol Safety Rehabilitation Program and the Construction Industry Drug and Alcohol Foundation (CIDAF) in New South Wales; and
 - (ii) Construction Charitable Works (CCW) in the Australian Capital Territory.
- (d) The Company will encourage Employees who are affected by alcohol or any other drugs to utilise these services.

9. Terms of Employment

9.1 Engagement

- (a) An Employee can be employed:
 - (i) on a full-time (36 ordinary hours) basis; or
 - (ii) on a part-time basis, being an Employee who works fewer than 36 ordinary hours:
 - A. but not less than 20 ordinary hours per week in the ACT; or
 - B. but not less than 24 ordinary hours per week in NSW. Further on any day required to work, a part-time Employee in NSW, must be offered a minimum of eight (8) ordinary hours per day (inclusive of the RDO accrual).
 - (iii) However, notwithstanding the above, Employees on agreed flexible working or transition to retirement arrangements, who, as a result of these arrangements, work less than 20 ordinary hours per week in ACT or 24 ordinary hours per week in NSW, may still be classified as a part-time Employee under this Agreement.; or
 - (iv) on a casual basis in accordance with clause 9.3.
- (b) Prospective Employees may be required to undertake a pre-employment medical examination.
- (c) Parties agree that new Employees (full-time and part-time) shall be subject to a probationary period of six (6) weeks.

9.2 Part-Time Employees

- (a) On any day required to work, a part-time Employee must be offered a minimum of four ordinary (4) hours work in the ACT or eight (8) ordinary hours work in NSW.

- (b) For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly EBR for the relevant classification and entitlements will accrue on a pro-rata basis (excluding Redundancy contribution) for those hours worked.
- (c) Where an Employee is employed on a part-time basis, the Company and the Employee will agree to these arrangements in writing.
- (d) The terms of an agreement under clause 9.2(c) can be varied by consent, in writing, and copies of an agreement and variation provided to the Employee. Where opportunities for full-time employment arise, the Company, unless impractical to do so, will offer part-time Employees full-time employment.

9.3 **Casual Employment**

- (a) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except ESAP Benefit (clause 14.2), Annual Leave, paid Personal Leave, paid Parental Leave, Jury Service, paid Compassionate Leave, Public Holidays on which no work is performed and Sickness and Accident Benefit (clause 14.3). A casual employee is entitled to unpaid bereavement leave, family and domestic violence leave, unpaid carer's leave and unpaid parental leave.
- (b) For the purposes of clarity, the applicable contributions to superannuation, redundancy, income protection and training or other funds nominated herein, must be made by the Company in respect of casual Employees.
- (c) On each occasion a casual Employee is required to attend work, they must be offered a minimum of four (4) ordinary hours work in ACT or eight (8) ordinary hours work in NSW plus allowances, Travel Allowance and a daily rate of Redundancy contribution (weekly rate divided by 5 days) and be entitled to be paid for time worked.

(d) **Casual Employee Conversion**

- (i) A casual Employee, employed by the Company on a regular and systematic basis and, who has been engaged for a period of employment in excess of six (6) weeks, thereafter has the right to request to have their contract of employment converted to permanent employment (part-time or full-time) if that employment is to continue beyond the conversion process.
- (ii) Clause 9.3(d)(i) above shall not apply to a casual Employee who has been engaged by the Company to perform work on an occasional basis and whose work pattern is not regular and systematic.
- (iii) A casual Employee, employed by the Company on a regular and systematic basis who works longer than a period of six (6) weeks as a casual Employee, is entitled to be paid the appropriate loadings as set out below (9.3(e)(iii) Casual Loading) for that work that continues for more than six (6) weeks. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.

(e) **Casual Loading**

- (i) A casual Employee (except when 9.3(d)(iii) above applies), working ordinary hours, shall be paid 135% of their hourly EBR.
- (ii) A casual Employee (except when 9.3(d)(iii) above applies) who is required to work overtime, weekend work or on a public holiday shall be entitled to the relevant penalty rates set out in this Agreement provided:
 - (A) where the relevant penalty rate is time and a half, the Employee shall be paid 185% of their hourly EBR;
 - (B) where the relevant penalty rate is double time, the Employee shall be paid 235% of their hourly EBR; and
 - (C) where the relevant penalty rate is for work on a public holiday, the Employee shall be paid 285% of their hourly EBR.
- (iii) When regular and systematic casual employment continues for more than six (6) weeks, a casual Employee, working ordinary hours, shall be paid 180% of their hourly EBR from the first day of the 7th week of working on a regular and systematic basis;

- (iv) When regular and systematic casual employment continues for more than six (6) weeks, a casual Employee who is required to work overtime, weekend work or on a public holiday shall be entitled to the relevant penalty rates set out in this Agreement, provided:
 - (A) where the relevant penalty rate is time and a half, the Employee shall be paid 230% of their hourly EBR;
 - (B) where the relevant penalty rate is double time, the Employee shall be paid 280% of their hourly EBR; and
 - (C) where the relevant penalty rate is for work on a public holiday, the Employee shall be paid 330% of their hourly EBR.

9.4 Apprentices

- (a) Apprentices will be engaged through a group training arrangement. The Company's current providers are:
 - (i) Australian Capital Territory: Macarthur Group Training Limited; and
 - (ii) New South Wales: Macarthur Group Training Limited.

10. Effective Work Organisation

- 10.1 Effective Work Organisation refers to methods of organising work so that Employee and Company objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.
- 10.2 Effective Work Organisation has several inter-related elements:
 - (a) organisation of people to perform work;
 - (b) skill development, including communication; and
 - (c) career planning or goal setting.
- 10.3 Subject to clause 10.6 below, the Company will directly utilise Employees (Construction Workers) on its projects in the most productive manner possible, in the following key attendant roles:
 - (a) First aid attendants;
 - (b) Amenities attendants;
 - (c) Hoist drivers (including builders' lift drivers);
 - (d) Crane crews (except where supplied by a specialist company or subcontractor and subject to custom and practice in the relevant Region);
 - (e) Gate persons;
 - (f) Certain traffic attendant roles (except where supplied by a specialist subcontractor or where there is a legal requirement); and
 - (g) Material handling (i.e. forklift and manitou drivers in accordance with custom and practice in the relevant Region).
- 10.4 The Company is committed to the continued utilisation of Employees to undertake General Construction Work where the works do not form part of a trade package and where Employees can be used in a productive manner.
- 10.5 The Company, where practicable and in the most productive manner possible, may utilise Employees to supplement labour shortages of subcontractors.
- 10.6 The Parties to this Agreement acknowledge it may not be possible to directly engage Employees in the roles referred to in clauses 10.3 and 10.4 for example:
 - (a) due to client tender/contract conditions (e.g. some Commonwealth Department of Defence projects, or existing projects where there are contractual requirements); or

- (b) on minor projects up to the Company's contract value of \$20 million per site. For the purposes of this clause, the Company's contract value is calculated at the time of contract award to the Company.

In such instances, the application of clauses 10.3 and 10.4 will be discussed with the Union/relevant Regional Consultative Committee with at least seven (7) days' notice of the meeting or as soon as practicable.

11. Consultation and Participation

11.1 Workforce Engagement: Tool Box Meetings

- (a) A workforce engagement tool box meeting will be organised by the Company for Employees only, to be held when required 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; EH&S and wellbeing; job design; productivity; innovation; inclusion; 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 Parties prior to the scheduled date.

11.2 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 will be invited to attend up to two (2) communication meetings per annum for up to four (4) hours each meeting, paid at the EBR for Ordinary Hours.
- (b) These meetings should encourage a forum of open discussion and feedback. These meetings should be conducted in a formal manner.

11.3 Regional Consultative Committees

- (a) The Parties agree to maintain Regional Consultative Committees to ensure appropriate consultation regarding matters unique to the operations and practices of the Parties in each Region.
- (b) The Regional Consultative Committees will be maintained within their particular Region, consistent with the Joint Commitment, Objectives and Inclusion and Consultation and Participation clauses of this Agreement, to monitor the implementation of this Agreement within their particular Region and will cooperate in resolving any matters that might arise in giving effect to any part of this Agreement.
- (c) The Regional Consultative Committees will address any disputes or general difficulties that may arise in the implementation of the terms and conditions of this Agreement in their particular Region, particularly where there has been a substantive change to custom and practice.
- (d) The Regional Consultative Committees shall consist of appropriate management and Employee representatives from the relevant Region.
- (e) The Regional Consultative Committees will meet on a regular basis to service the needs of individual projects and the relevant Region. Any Party may request a meeting. A request by any Party to meet will not be unreasonably refused.
- (f) The purpose of the Regional Consultative Committees will be to:
 - (i) Facilitate the implementation of this Agreement;
 - (ii) Facilitate the implementation of workplace reform through consultation and participation;
 - (iii) Facilitate discussion, and resolution of any concerns a Party to this Agreement may have regarding Employee entitlement schemes/funds;
 - (iv) Discuss key issues that impact on Company business, including but not limited to:
 - (A) new projects awarded;

- (B) work organisation;
 - (C) direct employment including commitment to female, impaired, indigenous and mature age worker participation in the workforce;
 - (D) skill formation;
 - (E) career planning;
 - (F) training;
 - (G) rehabilitation of injured Employees;
 - (H) EH&S;
 - (I) fitness for work;
 - (J) use of down time due to Inclement Weather;
 - (K) best practice;
 - (L) productivity measures;
 - (M) incremental improvement;
 - (N) delivery systems;
 - (O) restrictive practices;
 - (P) relevant legislative changes and compliance; and
 - (Q) site record keeping.
- (v) Act as a forum for the Parties to express ideas and concerns;
 - (vi) Communicate information regarding the Company direction and objectives; and
 - (vii) Ensure major projects (as agreed by the relevant Regional Consultative Committee) form a project Consultative Committee and develop and implement project productivity improvement plans.

11.4 Consultation regarding major workplace change

- (a) Where the Company is seriously considering, and prior to the making 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. Such consultation will occur off site (also noting that this does not confer a general right to enter site to hold discussions with Employees).
- (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.

11.5 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:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - (iii) 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
 - (iv) give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their representative which may be the 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 provisions concerning the scheduling of work and notice requirements.

12. Individual Flexibility

- 12.1 The Company may agree with an Employee covered by this Agreement to an arrangement (an individual flexibility arrangement) which varies the matters set out in clause 12.5(b) below, in order to meet the genuine needs of the Company and Employee.
- 12.2 Where the Company wants to enter into an arrangement 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.
- 12.3 Provided however that the Company must ensure that any arrangement is genuinely agreed to by the Company and the Employee.
- 12.4 The Company must also ensure that any such arrangement:
 - (a) is 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);
 - (b) includes the name of the Company and the Employee and is signed by the parties, (and if the Employee is under 18, by a parent or guardian of the Employee);
 - (c) is provided to the Employee within 14 days after it is agreed to;
 - (d) states the day on which the arrangement commences; and
 - (e) is able to be terminated by either party giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.
- 12.5 The Company must further ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act;
- (b) relate only to:
 - (i) salary sacrifice arrangements;
 - (ii) span of hours to introduce a 5.00am start (with subsequent meal and crib time adjustments) to allow for daylight saving and special project requirements working arrangements;
 - (iii) increase in rate of accrual of RDOs;
 - (iv) increase in training leave (Union or otherwise);
 - (v) washing time under the Award (clause 16.11(b));
 - (vi) the requirement by the Company to work overtime;
- (c) are not unlawful terms under section 194 of the Fair Work Act; and
- (d) result in the Employee being better off overall than the Employee would be if no arrangement was made.

12.6 Upon direction by an Employee, the Company will provide the relevant Regional Consultative Committee, a copy of that Employee's Flexibility Arrangement, subject to the provision of such information in no way contravening any legal requirements including the *Privacy Act 1988 (Cth)* and the Fair Work Act.

13. Dispute Resolution Procedure

13.1 An objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances and to achieve prompt resolution. The most effective procedure is for the responsibility for resolution to remain as close to the source of the dispute as possible. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the NES, including subsections 65A or 76A of the Fair Work Act) shall be dealt with according to the following procedure.

13.2 Dispute Resolution Procedure

- (a) 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.
- (b) 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.
- (c) Disputes under this clause shall be dealt with according to the following procedure:
 - (i) discussion between those directly affected by the dispute at the workplace level;
 - (ii) discussion on the relevant project between the site management and the Employee affected and/or their Union Delegate/Employee Representative or other representative;
 - (iii) discussion between senior Company management and the Employee affected and/or their Union Delegate/Employee Representative or other representative;
 - (iv) the appropriate Union Delegate/Employee Representative or other representative commits to make him/herself available to be involved at any stage of the procedure as required, or in respect of any potential dispute;
 - (v) A dispute will not be referred to the next level of the above procedure until a genuine attempt to resolve the matter has been made at the appropriate level. Where a dispute impacts Employees across different sites within a Region or Regions, the provisions in clauses 13.2(c)(i) and 13.2(c)(ii) above will not apply.
- (d) This procedure shall be followed in good faith without unreasonable delay.

13.3 Reference to Fair Work Commission (**FWC**):

- (a) A dispute may be referred to the FWC for conciliation and if required, arbitration, in either of the following circumstances:
 - (i) If the dispute still exists after the above disputes procedure has been carried out, the dispute may be referred by any of the parties to the dispute to FWC; or
 - (ii) If any Party to the dispute refuses or fails to follow any step of the above disputes procedure, within a reasonable timeframe, the non-breaching Party will not be obligated to continue through the remaining steps and may immediately refer the matter to the FWC.
 - (b) FWC may deal with the dispute using all the procedures available to it under the Fair Work Act and may attempt to settle the dispute by conciliation or mediation or, where the parties to the dispute agree, a recommendation or expression of opinion by FWC. If the dispute remains unresolved, FWC may settle the dispute by arbitration.
 - (c) A decision of FWC under this dispute resolution procedure will bind the parties to the dispute. Notwithstanding this, either Party to the dispute may exercise a right of appeal against the decision to a Full Bench of FWC.
- 13.4 Parties to a dispute may appoint a person or organisation of their choosing to represent them in the dispute settlement process, including in proceedings in the FWC.

14. Lendlease Benefits

14.1 Lendlease Benefits

- (a) The Company, as a wholly owned subsidiary of Lendlease Corporation Limited, is currently able to provide comprehensive benefits in consideration for work performed.
- (b) Lendlease Benefits aim to provide meaningful income and security in the event of sickness and accident (**Sickness and Accident Benefit**) as well as further link benefits for Employees to Company performance via ownership of Lendlease securities (**ESAP Benefit**).
- (c) The Parties recognise and agree that the Company's obligations and Employees' rights in respect of these benefits are not solely granted or regulated by the terms of this Agreement, but by separate Trust Deeds, Rules, Agreements, and legislation (e.g. applicable superannuation guarantee or taxation legislation). It is recognised that terms of those benefits may be altered by the Lendlease Group or the respective Trusts from time to time, without reference to this Agreement.
- (d) Notwithstanding 14.1(c) these Lendlease Benefits will be maintained for the life of this Agreement.

14.2 Lend Lease Employee Share Acquisition Plan Benefit (ESAP Benefit)

- (a) As an enhancement of the Company philosophy of Employee ownership, a non-contributory Employee Share Acquisition Plan was created in November 1988. This applies to full-time and permanent part-time Employees. The securities acquired on an Employee's behalf and allocated through the Plan are shares in Lendlease Corporation Limited which are stapled to units in Lendlease Trust (comprising of Lendlease securities which are publicly traded on the Australian Stock Exchange) (ESAP securities). Employees are entitled to receive distributions on their ESAP securities.
- (b) Employee entitlements under this ESAP remuneration arrangement are as follows:
 - (i) Effective from 2016, for each year of employment with the Company, the Company will contribute up to 1% of an Employee's EBR per annum (pro rated as applicable), with the contribution increasing by 1% per annum to a maximum of 5% per annum, which will be converted into ESAP securities to an equivalent monetary value; but the maximum total contribution per tax year is \$5,000 (which includes both voluntary and Company contribution arrangements); and
 - (ii) the ESAP arrangement is a scheme to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Income Tax Assessment Act 1997 (Cth)). Taxation implications associated with this ESAP remuneration arrangement are generally the same as those for the Lendlease

voluntary ESAP salary sacrifice arrangement (although the \$5,000 tax limit referred to in clause 14.2(b)(i) above includes both voluntary and Company contribution arrangements). Further tax information is available in the ESAP Information Booklet available on the Lendlease website.

14.3 Sickness and Accident Benefit

- (a) The Company's Sickness and Accident Benefit is intended to provide payment for loss of income for Employees who suffer a long term illness or injury of a serious nature (that requires in excess of 20 ordinary working days' absence in respect of that illness/injury) **(Long Term Illness/Injury)**.
- (b) Subject to the conditions outlined in this clause, the Company will provide payment for a loss of income by an Employee due to a Long Term Illness/Injury.
- (c) Over the duration of their employment, the Company may pay a Sickness and Accident Benefit to an eligible Employee for up to a maximum of 12 months (i.e. 52 weeks, 36 hours per week) at 100% of the Employee's EBR for Ordinary Hours only.
- (d) The intent of this Sickness and Accident Benefit is to facilitate an Employee's rehabilitation and return to work. The Company is committed to the rehabilitation and safe return to work of ill and injured Employees.
- (e) In order to access the Sickness and Accident Benefit the following conditions apply:
 - (i) The illness/injury must be a Long Term Illness/Injury that has been medically diagnosed.
 - (ii) **Date of Eligibility**

The Employee must have been absent from work in respect of any Long Term Illness/Injury for more than 20 of their ordinary working days, before qualifying to access, and be paid, the Sickness and Accident Benefit. This is also subject to 14.3(e)(iii) below being met.
 - (iii) **Utilisation of Personal Leave**

The Employee must first access their full personal leave entitlements before accessing any Sickness and Accident Benefit payments. For clarity, the maximum Sickness and Accident Benefit entitlement for a Long Term Illness/Injury is a total of up to 12 months (i.e. 52 weeks, 36 hours per week), which will be made up of the Employee's entire accrued Personal Leave entitlement plus remaining Sickness and Accident Benefit payments.
 - (iv) **Entitlement and ongoing eligibility**
 - (v) The Employee must not have been in receipt of workers' compensation or income protection insurance benefits in respect of the Long Term Illness/Injury.
 - (vi) Entitlement to and ongoing eligibility for this Sickness and Accident Benefit is also subject to:
 - (A) the Employee fully cooperating and participating in all applicable Company rehabilitation and return to work processes;
 - (B) the Employee regularly providing the Company with ongoing supporting medical evidence (including medical diagnosis and prognosis) of their Long Term Illness/Injury;
 - (C) the Employee complying with requests by the Company to obtain an independent medical opinion regarding their Long Term Illness/Injury;
 - (D) the Employee remains available to meet with the Company or attend medical appointments during working hours; and
 - (E) Should an Employee go on holidays during this period, they will be required to access the appropriate leave entitlements.
 - (vii) The Parties acknowledge that the Company Sickness and Accident Benefit provided under this clause is intended to apply where an illness/injury

benefit is not claimable or is refused under the applicable income protection insurance arrangement for the relevant Region; and

- (viii) An Employee will not be entitled to double dip and receive the same benefit under both the Company Sickness and Accident Benefit and the applicable income protection insurance arrangement for the relevant Region.

14.4 Income Protection

- (a) Income Protection arrangements are set out in the relevant Regional Appendix.
- (b) **Top-Up Income Protection**

When an Employee is receiving benefits under the applicable income protection insurance arrangement for the relevant Region, and those benefits are less than 100% of the Employee's EBR for Ordinary Hours only, then where the relevant Regional income protection scheme allows, the Company will 'top up' the benefit at EBR for Ordinary Hours up to a maximum of 12 months (i.e. 52 weeks, 36 hours per week).

14.5 Workers' Compensation

- (a) **Entitlement Accruals and Contributions**

- (i) If an Employee is absent from work for a period for which they have or will claim workers' compensation, the absence shall not affect the Employee's continuous service for accrual purposes for up to 104 weeks. The Employee shall continue to accrue all appropriate leave entitlements for up to 104 weeks of the Employee's absence due to the workers' compensation claim.
- (ii) The Company shall also continue to make contributions (and where applicable, reports of service) on behalf of the Employee to superannuation, redundancy, income protection and long service leave, training, welfare and any other applicable fund listed in this Agreement for up to 104 weeks of the Employee's absence due to the workers' compensation claim.
- (iii) Additional workers' compensation entitlements for Employees are set out in the relevant Regional Appendix.

- (b) **Accident pay**

- (i) The Company shall pay an Employee accident pay where the Employee receives an injury for which weekly payments or compensation are payable by, or on behalf of the Company, pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.
- (ii) Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers' compensation legislation and the Employee's EBR for Ordinary Hours and any RDO accrued entitlements. Where the incapacity is for less than one week, the difference between the amount of compensation paid and the rate for that period will apply.
- (iii) The Company shall pay or cause to be paid accident pay as defined in clause 14.5(b)(ii) during the incapacity of the Employee, arising from any one injury, for a total of up to 104 weeks whether the incapacity is in one continuous period or not.
- (iv) The liability of the Company to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the relevant workers' compensation legislation. The termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Company to pay accident pay as provided in this clause.
- (v) In the event that an Employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the Company to pay accident pay shall cease from the date of such redemption.

14.6 Superannuation Contributions

- (a) From the Commencement of Agreement, the Company will make superannuation contributions to a fund of the Employee's choice (which includes a default fund activated prior to the Commencement of Agreement) or to the Construction and Building Unions Superannuation Scheme (Cbus) (provided that the specified fund offers a MySuper product).
- (b) For Employees who are engaged after the Commencement of Agreement, if the Employee does not choose a fund, then by default the Employee will remain (or become) a member of the Cbus.
- (c) Where an Employee wishes to have their pay salary sacrificed for additional superannuation, the Company will comply with the Employee's request, consistent with statutory requirements. All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice pay rate.
- (d) When an Employee enters into an arrangement to have their pay salary sacrificed for additional superannuation, it will be the Employee's responsibility to manage their obligations under applicable superannuation and taxation legislation in respect of those additional contributions.
- (e) All superannuation contributions shall be paid as required by the applicable trust deed.
- (f) All other Award provisions shall apply in respect of superannuation.
- (g) **Accumulation Fund**
 - (i) The Company will make employer superannuation contributions on behalf of Employees into an accumulation superannuation fund unless the Employee is covered by clause 14.6(h) 14.6(h)below.
 - (ii) Superannuation contribution amounts are set out in the relevant Regional Appendix.
 - (iii) The following provisions apply in respect of contributions to an Employee's accumulation superannuation fund:
 - (A) the Company will pay its Employer contributions and any member contributions that the Employee decides to make to the Employee's fund;
 - (B) the Company's employer contributions to the Employee's fund will be in accordance with the relevant Regional Appendix; and
 - (C) the Employee will be responsible for their own Death and Total and Permanent Disability insurance arrangements.
- (h) **Defined Benefit Fund**
 - (i) Employees who are currently part of the JDA Defined Benefit Division (**Defined Benefit Plan**) of the Lend Lease Superannuation Plan (**LLSP**), and who were Employees of the Company prior to 1 January 1999, may continue to be members of the Defined Benefit Plan of the LLSP for the life of this Agreement. The Defined Benefit Plan is non-contributory, and provides a Company Benefit calculated at 12.75% (after Federal Government contributions tax) from the date of operation of this Agreement, for each year of membership, multiplied by the Employee's ordinary time earnings over the previous three (3) years of service.
 - (ii) The Parties recognise that the number of Employees who are members of this Defined Benefit Plan in the LLSP, who wish to remain as members, is reducing over time. The Parties agree to discuss, during the life of this Agreement, the ongoing operation of the Defined Benefit Plan in the LLSP.

15. Wage Rates and Other Employment Benefits

15.1 Weekly Rate of Base Pay

- (a) Employees will be paid a Weekly Rate of Base Pay in accordance with the pay rates set out in the relevant Regional Appendix;
- (b) The Weekly Rate of Base Pay is based on a 36 hour week; and
- (c) The Weekly Rate of Base Pay is paid to Employees in satisfaction of the amounts payable under Minimum Wages (clause 19) and Higher Duties (clause 30) of the Award (as amended from time to time).

15.2 Weekly Productivity Benefits

- (a) Weekly Productivity Benefits will be provided to Employees, as set out in the relevant Regional Appendix;
- (b) The Weekly Productivity Benefits paid to Employees are in satisfaction of any entitlements to allowances provided for in the Award (as amended from time to time) including Expense Related Allowances clause 21, Industry Allowances clause 22 and Other Allowances clause 23 (except Tool Allowance, Meal Allowance, Compensation for Clothes and Tools, Multistorey Allowance and First Aid Allowance).
- (c) For clarity, the Weekly Productivity Benefits are also paid in compensation for any work performed underground, in a jumpform or for dealing with hazardous materials.

15.3 Weekly Tool Allowance

- (a) The Weekly Tool Allowance payable to Employees is set out in the relevant Regional Appendix, and is in satisfaction of the tools and protective or other clothing or equipment (clause 21.1) prescribed and payable under the Award.

15.4 Employee Benefit Rate (EBR)

- (a) The EBR is comprised of the following amounts, as set out in the relevant Regional Appendix:
 - (i) Weekly Rate of Base Pay;
 - (ii) Weekly Productivity Benefits; and
 - (iii) Weekly Tool Allowance.
- (b) The EBR will be used for the calculation of the following:
 - (i) All paid leave entitlements including annual leave, annual leave loading, long service leave and personal leave;
 - (ii) Workers' Compensation Entitlements;
 - (iii) Shiftwork penalty on ordinary hours of work;
 - (iv) ESAP Benefit; and
 - (v) Overtime.
- (c) The Ordinary time hourly rate for all purposes shall be calculated by dividing the applicable weekly EBR by 36.

- 15.5 The Weekly Rate of Base Pay, Weekly Productivity Benefits, Weekly Tool Allowance and the EBR is set out in the relevant Regional Appendix.

16. Allowances

16.1 Living Away from Home Allowance

When Employees are required by the Company to be engaged on a project requiring them to live away from their usual place of residence, the provisions of Appendix 1 will apply in determining their entitlement and the conditions whilst they are living away from their usual place of residence.

16.2 Multistorey Allowance Interpretation

- (a) In accordance with clause 23.3 Multistorey Allowance of the Award, a Multistorey Allowance will be paid to Employees on a project in respect of works performed by the Company on that project:
 - (i) Up to the Company's contractual practical completion for the last separable portion of that project, and
 - (ii) To any additional work that is continuous and carried out by the Employees of the Company on that project post practical completion, that falls under the Company's original contract (for example defects work).
- (b) Multistorey Allowance will be applicable in accordance with Clause 23.3 Multistorey Allowance of the Award as prescribed from time to time. The applicable rate for Multistorey Allowance will be calculated in accordance with clause 23.3(e)(i) of the Award.

16.3 Meal Allowance

The provisions set out in the relevant Regional Appendix will apply.

16.4 Responsibility Allowance

The provisions set out in the relevant Regional Appendix will apply.

16.5 Site Allowance Interpretation

- (a) The total project value (at the time of contract award to the Company) will be applied for the purpose of calculating the Site Allowance payable by the Company to its Employees on that project.
- (b) Site allowance will be paid 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.
- (c) The project value applicable to a project will be fixed for the life of that project.
- (d) The applicable Site Allowance will be paid to Employees on a project in respect of works performed by the Company on that project:
 - (i) Up to the Company's contractual practical completion for the last separable portion of that project, and
 - (ii) Also to any additional work that is continuous and carried out by the Employees of the Company on that project post practical completion, that falls under the Company's original contract (for example defects work).
- (e) Site Allowance terms and conditions are provided for in the relevant Regional Appendix.

16.6 Additional Allowances

Additional allowances, as set out in the relevant Regional Appendix, will apply.

17. Redundancy Schemes

17.1 This Agreement incorporates the 'Industry specific redundancy scheme' (clause 41) of the Award.

17.2 Redundancy Fund

(a) The Company shall be a participating employer in the relevant Regional redundancy fund. All Employees will be enrolled in the relevant fund and will be entitled to redundancy payments in accordance with the relevant Regional Appendix.

(i) Authorised paid leave

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

(ii) Work related injury or illness

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

(A) The person remains an Employee of the Company; and

(B) The Employee is receiving workers' compensation payments or is receiving regular payments directly from the Company in accordance with statutory requirements or the provisions of this Agreement.

17.3 The Redundancy Procedure is outlined at clause 31.

18. Hours of Work

18.1 Arrangements in relation to hours of work are provided for in the relevant Regional Appendix.

19. Breaks

19.1 Payment for Work During Meal Break

- (a) For all work done by Employees during the normal meal break and thereafter until a meal break is allowed, double time rates must be paid;
- (b) It is the responsibility of the Employee to take a meal break; and
- (c) No work will occur during meal breaks unless authorised by the relevant managerial representative of the Company.

19.2 Ordinary Hours worked – meal break:

- (a) For Ordinary Hours worked, in lieu of the 'Meal break - day workers' provision of the Award (clause 18.1(a)), there must be a cessation of work and of working time, for the purpose of a meal on each day, of no less than 30 minutes (unpaid), to be taken as agreed between the Company and a majority of Employees, provided that an Employee must not be required to work more than six (6) hours without a break for a meal.
- (b) For Ordinary Hours worked, in lieu of the 'Meal break – shiftworkers' provision of the Award (clause 18.2), at no later than six (6) hours after the commencement of each Shift there must be a cessation of work of 30 minutes duration to allow shiftworkers to take a meal break which will be counted as time worked.

19.3 **12 Hour Break** (Minimum Break between finishing overtime worked and commencing the following days' Ordinary Hours):

- (a) Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had twelve (12) consecutive hours off duty between the termination of the overtime and the commencement of the Employee's Ordinary Hours on the next day or shift.

- (b) In the event that an Employee agrees to a request from Company site management to resume or continue to work without having had twelve (12) consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.
- (c) Where an Employee is released from duty in accordance with this clause the Employee will not suffer a loss of pay for ordinary working time occurring during such absence. Any such release from duty will not change the usual start and finish times for the working of ordinary hours.
- (d) This clause will not apply where a Five Day Week (Monday to Friday) is being worked.

19.4 ACT and NSW Five Day Week: 10 Hour Break

- (a) For Employees working on Company projects in ACT and NSW, where a Five Day Week (Monday to Friday) Project is in operation (Refer to Appendix 9 ACT and Appendix 7 NSW), a 10 hour break between overtime and the commencement of the Employee's Ordinary Hours on the next day will apply.

19.5 All other provisions relating to breaks are contained in the applicable Regional Appendix.

20. Leave

20.1 Except as provided below the leave entitlements set out in the Award and the NES will apply to Employees whose employment is subject to this Agreement. Employees will be entitled to the following leave.

20.2 Annual Leave

(a) Entitlement

- (i) Employees (other than casuals) will be entitled to 4 weeks (20 days or 144 hours) paid annual leave per annum, provided that Continuous Shiftworkers shall be entitled up to one additional week of paid annual leave in accordance with the NES.
- (ii) A part time Employee will accrue this entitlement on a pro-rata basis.
- (iii) 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.

(b) Payment for Annual leave taken

- (i) Annual leave is paid to the Employee at the following rate:
 - (A) EBR;
 - (B) First Aid Allowance (if applicable);
 - (C) Responsibility Allowance (if applicable); and
 - (D) Travel Allowance (and Excess Travel if applicable).
- (ii) Annual leave loading, at the rate of 17.5%, is also calculated on the sum of the above components.
- (iii) An Employee working Shiftwork, who is on annual leave, will receive 17.5% annual leave loading (calculated in accordance with clause 20.2(b)(ii) above) instead of shift loadings they would have otherwise received had they worked over their annual leave period.
- (iv) This is in satisfaction of 'Payment for Annual Leave' (clause 31.2) of the Award.

(c) Taking of annual leave

- (i) The Company and an Employee shall seek to reach agreement on the taking of annual leave. The Company will not unreasonably refuse an Employee's request to take annual leave. The Employee should provide at least two (2) weeks' notice of their intention to take annual leave when the proposed leave is greater than one (1) week.

- (ii) Employees shall be able to take single annual leave days where approved by the Company.
- (d) **Excessive leave**
 - (i) It is recognised that the accrual of excessive leave balances is not in the interests of the Company or the Employee.
 - (ii) The Company may direct an Employee to take annual leave where the Employee has accrued a total annual leave balance of eight (8) weeks or more (**Excessive Annual Leave**).
 - (iii) The Company and Employee must first genuinely attempt to agree on a plan to reduce the Employee's Excessive Annual Leave balance. If the Company and the Employee cannot reach an agreement, the Company may direct the Employee to take Excessive Annual Leave provided that:
 - (A) the Employee is provided with a minimum of eight (8) weeks' (but no more than twelve (12) months) notice prior to being required to take the directed period of Excessive Annual Leave;
 - (B) the Employee's remaining accrued annual leave balance after the directed period of Excessive Annual Leave cannot be less than eight (8) weeks;
 - (C) the maximum period of leave for which an Employee can be directed to take Excessive Annual Leave in any one (1) calendar year is eight (8) weeks;
 - (D) the Parties accept Employees may accrue annual leave for a pending retirement. If an Employee identifies to the Company their retirement date in writing (**Identified Retirement Date**) which will occur within 18 months of the Company's initial direction to take Excessive Annual Leave, the Company may hold that direction provided:
 - i. At the Identified Retirement Date, the Employee agrees that if they proceed with the retirement, they will only take up to four (4) weeks annual leave before retiring with the remaining annual leave balance paid on termination;
 - ii. Should an Employee choose not to retire on, or revise, their Identified Retirement Date, the Company may reinstate the initial direction for the Employee to take their Excessive Annual Leave balance commencing immediately, subject to sub-clause 20.2(d)(iii) above. For the purpose of this clause, notice will be considered to be given at the time of the initial direction;
 - (E) the Parties accept that Employees may accrue annual leave for an extended vacation, of no less than six (6) weeks, to be taken within 18 months from the Company's initial direction to an Employee to take Excessive Annual Leave. In these circumstances, the Company may hold the direction to an Employee to take Excessive Annual Leave, provided that:
 - i. the Employee will provide to the Company in writing the intended date (**Identified Annual Leave Date**) and duration for the planned extended vacation (together the **Extended Vacation**);
 - ii. Should the Employee not take the Extended Vacation at the Identified Annual Leave Date, the Company may reinstate the initial direction for the Employee to take their Excessive Annual Leave balance commencing immediately subject to sub-clause 20.2(d)(iii). For the purpose of this clause, notice will be considered to be given at the time of the initial direction;
 - (F) Employees are entitled to request to take excessive leave in accordance with the Award; and

- (G) the Award provisions, clauses 31.6 to 31.8 (Excessive leave accruals) will otherwise apply to the extent they are consistent with this clause (d) Excessive leave.
- (e) **Annual leave upon termination**
 - (i) On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.
 - (ii) Annual leave loading will also apply to annual leave paid out upon termination.
- (f) **Public Holidays falling within annual leave**
 - (i) 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.
- (g) **Employee not taken to be on paid annual leave at certain times**
 - (i) If the period during which an Employee takes paid annual leave includes a period of authorised absence e.g. a scheduled RDO, Personal/Carer's 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.
- (h) **Leave allowed before due date**
 - (i) The Company may allow an Employee to take annual leave (up to 2 days) prior to the Employee accruing an entitlement to the leave.
 - (ii) Where the Company has allowed an Employee to take annual leave in advance, and the Employee's employment is terminated (by whatsoever cause) prior to the entitlement accruing, the Company may deduct from whatever remuneration is payable, upon the termination of the employment, the remainder of the amount of wages paid on account of the annual leave provided in advance (pro rata as applicable).
- (i) **Annual close down**
 - (i) Notwithstanding anything contained in this Agreement, the Company requiring any leave to be taken in conjunction with the Christmas - New Year holidays may, at the Company's option, either:
 - (A) require an Employee to take leave without pay, accrued RDOs, or up to two (2) days' annual leave in advance during the period of the close down when the Employee does not have sufficient accrued annual leave for the period of the close down, or
 - (B) require the Employee to take paid accrued annual leave for the period of the close down.
 - (ii) Where the Company decides to close down a project over the Christmas - New Year period, and requires Employees to take leave for a longer period than the applicable proposed calendar at Appendix 10 and Appendix 11, the Company shall give at least two (2) months' notice to their Employees of their intention so to do.
- (j) **Commencement of leave- Living Away From Home (distant work)**
 - (i) 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 the distant work the place regarded as the Company's headquarters) by the first reasonable means of transport, the Employee's annual leave shall commence on the first full working day following the Employee's return to such place of engagement (or headquarters) as the case may be.

20.3 Compassionate leave

- (a) This clause is intended to summarise the NES entitlement and shall not override the NES.
- (b) Employees (other than a casual) will be entitled to two (2) days' paid leave at the applicable EBR for Ordinary Hours when a member of the Employees immediate family (as defined in 20.5(g) below) 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.

20.4 Long Service Leave

- (a) When applicable, upon commencement of employment, the Company shall register each eligible Employee (if not already registered) with the relevant building and construction industry portable long service leave scheme in New South Wales or the Australian Capital Territory (as applicable).
- (b) The Company will comply with all requirements of the relevant long service legislation.
- (c) The provisions of the relevant building and construction industry portable long service leave scheme in New South Wales or the Australian Capital Territory (as applicable) will apply.
- (d) For the purpose of the New South Wales or the Australian Capital Territory (as applicable) long service leave payments schemes, the rate applicable for the long service leave payments will be the EBR and the Responsibility Allowance (where applicable).

20.5 Personal/Carer's Leave

- (a) Entitlement to paid Personal/Carer's leave:
- (i) Paid Personal/Carer's leave will be available to an Employee (other than casual Employees) when they are absent due to:
- (A) sick leave being personal illness or injury (Personal leave); or
- (B) for the purposes of caring for an immediate family member or household member who is sick or injured or during an unexpected emergency affecting the member and requires the Employee's care and support (Carer's leave).
- (b) The amount of Personal/Carer's leave to which an Employee is entitled is as follows:
- (i) Upon commencement of employment Employees will automatically be credited with five (5) days' (7.2 hours per day) Personal/Carer's leave. After six (6) months of employment, the leave will begin to accrue progressively up until it reaches ten (10) days (7.2 hours per day) at the conclusion of 12 months employment.
- (ii) Once the Employee has completed one (1) year of continuous employment, the Employee shall be credited with a further ten (10) days (7.2 hours per day) Personal/Carer's leave entitlement at the beginning of the Employee's second and subsequent year, which subject to clause 20.5(e) below, shall commence on the anniversary of engagement.
- (iii) A part time Employee will accrue this entitlement on a pro-rata basis.
- (iv) In any year, unused Personal/Carer's leave accrues.
- (c) An Employee will inform the Company of the Employee's inability to attend for duty, and need to take Personal/Carer's leave, as soon as practicable.
- (d) 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 (2) or more consecutive days of absence are taken.
- (e) If an Employee's employment is terminated by the Company and they are re-engaged within a period of six (6) months, then the Employee's unclaimed balance of Personal/Carer's 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 (12) 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.
- (f) Unpaid Carer's leave will be in accordance with the NES.

(g) Immediate family or household:

- (i) The entitlement to use Personal/Carers' leave for the purpose of Carer's leave is subject to the person being either:
 - (A) a member of the Employee's immediate family; or
 - (B) a member of the Employee's household.
- (ii) The term immediate family includes:
 - (A) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (B) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

20.6 Family Violence Leave

(a) General Principles

- (i) 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 Employees who are subjected to family and/or domestic violence.
- (ii) 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.

(b) Definition

- (i) For the purposes of this clause, family violence 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).
- (ii) To avoid doubt, this definition includes behaviour that:
 - (A) is physically or sexually abusive; or
 - (B) is emotionally or psychologically abusive; or
 - (C) is economically abusive; or
 - (D) is threatening; or
 - (E) is coercive; or
 - (F) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - (G) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph 20.6(b)(ii)20.6(b)(i) above.

(c) Confidentiality

- (i) The Company must take all reasonable measures to ensure personal information concerning an Employee's experience of family and/or domestic violence is kept confidential.

(d) Leave

- (i) An Employee (including a casual Employee) who is subject to family and/or domestic violence will have access to ten (10) days per year of paid family and/or domestic violence leave paid at the EBR for Ordinary Hours applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- (ii) Family and/or domestic violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

- (iii) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
 - (iv) In addition, the Company may require the Employee to produce evidence to support the need for family and/or domestic violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
 - (v) For the avoidance of doubt, family violence leave does not accumulate from year to year and is not paid out on termination of employment.
- (e) **Individual Support**
- (i) 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:
 - (A) changes to their span of hours or pattern or hours and/or shift patterns
 - (B) job redesign or changes to duties
 - (C) relocation to suitable employment within the Company
 - (D) a change to their telephone number or email address to avoid harassing contact; or
 - (E) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

20.7 **Jury Service**

- (a) In respect of Jury Service the following shall apply:
 - (i) An Employee (other than a casual Employee) required to attend for jury service shall be entitled to have the Employees pay made up by the Company to equal the ordinary pay as for eight (8) hours per day plus Travel Allowance whilst meeting this requirement. The Employee shall give the Company proof of such attendance and the amount received in respect of such jury service.
 - (ii) 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.
 - (iii) A casual Employee is entitled to unpaid jury service leave in accordance with the NES.

20.8 **Parental Leave**

- (a) Employees are entitled to Parental Leave in accordance with the NES and *Paid Parental Leave Act (2010)* (Cth).
- (b) In addition to sub-clause (a) above, and consistent with the Objectives, Joint Commitment and Inclusion provisions in this Agreement, the Company will provide the below benefits to eligible Employees.
- (c) **Paid Primary Carer Leave**
 - (i) An Employee is eligible for Paid Primary Carer Leave benefits if:
 - A. the leave is associated with the birth of a child by the Employee or the Employee's spouse or de facto partner, or the placement of a child, with the Employee, for adoption; and
 - B. the Employee is the Primary Carer of the child. For the purposes of this clause, Primary Carer means the person who has the major daily responsibility for caring for the child (including daily supervision and making arrangements for the child) in that leave period; and
 - C. the Employee has more than 12 months' continuous service with the Company.

- (ii) Eligible Employees will be entitled to a maximum of 18 weeks' Paid Primary Carer Leave benefits to commence within six (6) weeks prior to the birth of a child if the Employee is the birth giver or, no later than the date of the birth of the child or the placement of a child, with the Employee, for adoption;
 - (iii) Paid Primary Carer Leave must be taken in a single continuous period;
 - (iv) Paid Primary Carer Leave is paid at the applicable EBR and is paid for Ordinary Hours only;
 - (v) For clarity, an Employee will not be eligible for Paid Primary Carer Leave for any period when another person is receiving paid parental leave entitlements from their employer as the Primary Carer of that same child over the same period; and
 - (vi) The Company may request evidence from an Employee in relation to their eligibility for Paid Primary Carer Leave benefits.
- (d) **Paid Secondary Carer Leave**
- (i) An Employee is eligible for Paid Secondary Carer Leave if:
 - A. the leave is associated with the birth of a child by the Employee or the Employee's spouse or de facto partner, or the placement of a child, with the Employee, for adoption; and
 - B. the Employee has responsibility for the care of the child (but is not the Primary Carer); and
 - C. the Employee has more than twelve (12) months' continuous service with the Company.
 - (ii) Eligible Employees will be entitled to a maximum of five (5) days' Paid Secondary Carer Leave benefit to commence within the first four (4) weeks following the birth or the placement of a child, with the Employee, for adoption;
 - (iii) Paid Secondary Carer Leave must be taken in a single continuous period; and
 - (iv) Paid Secondary Carer Leave is paid at the applicable EBR and is paid for Ordinary Hours only.
- (e) **Unpaid Parental Leave**
- (i) In accordance with section 22 of the *Fair Work Act*, a period of unpaid authorised absence will not break the Employee's continuous service, however it does not count towards the length of the Employee's continuous service; and
 - (ii) For clarity, RDOs do not accrue on Unpaid Parental Leave.

21. Skills Development

- 21.1 Work will be organised to provide opportunities for Employees to develop their skills. This will occur on a local basis, supported and facilitated centrally.
- 21.2 The Skill Assessment System is the medium whereby Employees can communicate their skill needs to the coordinators of skill development. The Skill Assessment System is outlined in Appendix 2 and 3.
- 21.3 Site management in consultation with the relevant Regional Consultative Committee will select teams from within the entire Company workforce, based on skills, development requirements and availability. This process will treat Employees and skills in the same professional manner as other elements of the building process leading to improved Employee mobility, exposure to a variety of work, flow-on improvements in motivation and reduced staff turnover.
- 21.4 The Company will monitor and review the Skill Assessment medium each year to ensure the mediums are achieving the Joint Commitment, Objectives and Inclusion provisions of this Agreement (see clause 8).
- 21.5 Appendix 2 Skills Development Line provides a summary of the skill level required to be achieved for the classification construction work roles performed in accordance with this Agreement.

22. Training and Related Matters

- 22.1 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.
- 22.2 Accordingly, the Company agrees to:
- (a) provide Employees with the paid opportunity to acquire additional skills through appropriately structured training based on nationally endorsed competency standards and curriculum; and
 - (b) encourage Employees to seek formal recognition of skills including recognition of prior learning (RPL).
- 22.3 The Company will consult with Employees in respect of appropriate training which:
- (a) is consistent with Company business requirements; and
 - (b) is relevant to the needs and expectations of Employees.
- 22.4 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 by the Company.
- 22.5 Where training and skill development is agreed by the Company and is to be carried out in normal working hours, it is agreed that:
- (a) no Employee will suffer loss of pay as a result of participating in training required by the Company.
- 22.6 Approved training conducted outside of ordinary hours will be paid for at overtime rates of pay. Proof of training course hours will be required to be provided.
- 22.7 **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 (6) weeks of being elected, at no cost to the Employee.
- 22.8 **Union Delegate**
- The Company shall not be liable for any expenses associated with an Employee's attendance at Union Delegate training/conferences (including course and material cost, additional travel etc) other than the payment of Ordinary Hours for such attendance.
- 22.9 **Asbestos and Silica Awareness Training**
- (a) The Employer agrees to schedule an agreed asbestos and silica awareness training course. Further details are provided in the relevant Regional Appendix;
 - (b) Training will be undertaken for each current Employee who has not already participated in the training and within three (3) months of a new Employee commencing employment;
 - (c) Employees will receive refresher asbestos and silica awareness training course once every three (3) years; and
 - (d) It is agreed that this training will be provided by Creative Safety Initiatives (CSI), or another agreed provider nominated by the Union.
- 22.10 **Suicide Prevention Awareness**
- (a) The Parties recognise that suicide prevention of workers in the construction industry is an important issue.
 - (b) Accordingly, to try and reduce the chance of suicide by an Employee, the Company agrees to provide awareness training to Employees to recognise potentially suicidal behaviour and the basic skills to help keep Employees safe until they can gain professional help.
 - (c) Regional training providers will be agreed. In NSW this training is a component of the Foundo Blue Program.

22.11 Workplace Impairment Training

- (a) The Company will provide, regular and on-going awareness, education and impairment training to all Employees.
- (b) Impairment awareness and policy information sessions will be delivered to Employees and renewed every five (5) years. Regional awareness training providers will be agreed through the relevant Regional Consultative Committee.
- (c) Currently the providers for Workplace Impairment Training include:
 - (i) the Building Trades Group (BTG) Drug and Alcohol Safety Rehabilitation Program and the Construction Industry Drug and Alcohol Foundation (CIDAF) in New South Wales; and
 - (ii) Creative Safety Initiatives (CSI) in the Australian Capital Territory.
- (d) No impairment testing of any kind, including drug and alcohol testing, for an Employee will be undertaken until impairment awareness training has been undertaken by that Employee.

23. Security of Employment

23.1 The Parties agree to maximise the continuity of employment for permanent Employees and to ensure that permanent employment opportunities are not eliminated or eroded.

23.2 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.

23.3 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.

23.4 This clause does not apply in circumstances where existing subcontractors are engaged.

23.5 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.

23.6 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 EBR rate applicable for work performed and redundancy contributions are 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 (EBR rate

applicable for work performed and redundancy). This obligation extends whilst the supplementary labour hire is on the Company's projects.

- (d) The below table outlines Lendlease CW classifications for the purpose of assessing EBR rate applicable for work performed by supplementary labour under clause 23.6:

Industry Classification Levels	Lendlease CW classification levels
Construction Worker 1, 2, 3 (non-trade) and Construction Worker 4 First Aid attendants; amenities attendants; hoist drivers; gate persons; manual handling	CW3 unless another classification level is applicable
Construction Worker 7 Crane crew	CW5

- (e) 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.

23.7 Temporary Foreign Labour

- (a) Definition
- (i) 'Temporary Foreign Labour' means all Employees who do not have Australian citizenship, permanent residency, and/or unrestricted work rights. The term includes all Employees in Australia on temporary visas of all kinds (e.g. including subclass 457, subclass 417 (Working Holiday visa) and all other temporary visas).
- (b) The Company must ensure that no Temporary Foreign Labour 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 or person with unrestricted work rights 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 Company demonstrates that no Australian citizen or Australian permanent resident or person with unrestricted work rights is suitable for the job.
- (c) The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.
- (d) 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.

24. Sham Contracting and Compliance

24.1 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 the Company 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) The Company 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 Company is a contract for services under which the individual performs, or would perform, work as an independent contractor; or
 - (ii) The Company dismisses, or threatens to dismiss, an individual who is an Employee of the Company and performs particular work for the Company 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) The Company employs, or has at any time employed, an individual to perform particular work makes a statement that the Company 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 Company.
- (c) Clause 24.1(b)(i) above does not apply if the Company proves that, when the representation was made, the Company did not know and was not reckless as to whether the contract was a contract of employment rather than a contract for services.
- (d) Any use of sham contracting, as defined in clause 24.1(b) above, (in NSW including the use of individual workers paid on an ABN system doing work covered by this Agreement) by the Company is a breach of this Agreement.
- (e) Where a sham contracting allegation exists on the Company's project, the Company will make itself available to assist in the resolution of the allegation.
- (f) Where there is sham contracting 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 applicable hourly rate of pay contained in this Agreement for all hours worked, plus applicable allowances under this Agreement, plus a 75% loading. Employees will also be paid their applicable superannuation and redundancy contributions. The affected Employee will be re-inducted and fully informed of their entitlements under this Agreement and the Fair Work Act.
- (g) The Company must ensure that a person it engages to undertake building work as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.
- (h) The Company will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the Company, if:
- (i) the services are to be performed by an individual (who is not the Contractor); and
 - (ii) the individual has any ownership in, or is an officer or trustee of, the Contractor; and
 - (iii) if the contract were entered into with the individual, the contract would be a contract of employment.
- (i) The Company will maintain records about any Contractors that it has engaged in the preceding month which will include:
- (i) the name of the Contractor;
 - (ii) the owner(s) of the Contractor;
 - (iii) the works that the Contractor was engaged to perform;
 - (iv) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and
 - (v) whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Agreement.
- 24.2 The Company will, within seven (7) days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Company to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or the Fair Work Act.

24.3 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. In the event that this occurs, the Company shall notify the Employees.
- (b) The Company must immediately notify the Employees and the Union in the event that 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.

25. Industry Fund Compliance

- 25.1 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 Superannuation, Redundancy, 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 and CCW.
- 25.2 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.
- 25.3 On commencement of employment, and in accordance with fund procedures, the Company shall register the Employee/s with the relevant industry schemes as outlined above.
- 25.4 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.
- 25.5 When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Company's compliance with payments and/or registration with the abovementioned funds or schemes, the Company shall provide to the Employees (and the Delegate if requested by an Employee), relevant information to assist in resolving any concerns and an independent audit may be arranged.
- 25.6 If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with its obligations the following process will apply:
 - (a) the person or their representative must notify the Company of the alleged non-compliance;
 - (b) the parties must consult in good faith in an effort to resolve the matter (including how the matter can be remedied); and
 - (c) to assist in the monitoring of compliance by the Company and the Employees and in resolving of a genuine and reasonable complaint a compliance audit may be arranged.
- 25.7 The Parties will nominate an agreed provider to conduct such audit(s).
- 25.8 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, where applicable, pay the earnings on the relevant Trust Deed and the Fund or scheme that accrued during the period of non-payment.
- 25.9 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. Employee Representation

26.1 Representation

- (a) The Parties recognise the role of the Employees' on-site representative in seeking to ensure industrial harmony on the site or at the workplace. Further, the Parties recognise that the on-site representative is a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.
- (b) All Parties to this Agreement shall be notified as soon as practicable after the election of a Union Delegate.
- (c) A Union Delegate shall, upon notification to the Company, be recognised as an accredited representative of the Employee/s and, if an Employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to the Company employment related matters affecting the Employee/s they represent.
- (d) At all other times the Union Delegate will perform productive work within his/her range of qualifications and competence.
- (e) Further, the Union Delegate shall be allowed reasonable time during working hours to attend to such matters affecting Employees including the right to attend appropriate meetings, FWC hearings and the like.
- (f) The Parties recognise that Union Delegates/ may be involved in assisting Employees where requested pursuant to clause 13 (Dispute Resolution Procedure) of this Agreement.

26.2 Union Delegate Rights

- (a) This clause outlines the rights for 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 will respect the election of a Union Delegate.
- (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;
 - (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 Employees in their workplace to the Union, the Company and industrial tribunals/courts;
 - (vii) the right to recognition that in the case of endorsed Union Delegates that may speak on behalf of the Union members in the workplace;
 - (viii) the right to paid time (including EBR and Travel Allowance) to attend training/forums (including those endorsed by the Union) which are directed to improving the skills and knowledge of the participant in the system of workplace relations;

- (ix) Union Delegates 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;
- (x) the right to reasonable time during working hours to consult and confer with Employees they represent and officials;
- (xi) the right to reasonable paid time to participate in the operation of the Union during normal working hours;
- (xii) be present at site induction meetings for the purpose of being introduced as the Union Delegate; and
- (xiii) the right to address new Employees about the benefits of union membership at the time they enter employment or on site.

26.3 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, use of e-mail, (if available on site), following consultation between the Union Delegate/ and site management;
 - (vi) a private lockable area; and
 - (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 nominated Union Delegate's use of these facilities and will not monitor communications in that facility location.

26.4 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 project. 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.

27. Work Health and Safety

27.1 Procedure for resolving health and safety Issues

- (a) The Parties agree that, for the purposes of s.81 of the WHS Act, 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 may be the representatives of the following parties:
 - (i) the Principal Contractor (as defined under the WHS Act) - the 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; and
 - (iii) the Employees - person nominated by the Employee to act as the Employee's representative(s) (e.g. Union or other representative).
- (c) The Employee, in the first instance, either by themselves or through their representative, is to advise their supervisor that:
 - (i) there is an issue to be resolved; and
 - (ii) the nature and scope of the issue.
- (d) When a matter cannot be resolved in the first instance, the following procedure shall be adopted:
 - (i) The health and safety issue will be raised with the Site Manager and Health and Safety Representative (HSR) for the Designated Work Group (DWG) and/or Workplace Health and Safety Committee (WHS Committee) member;
 - (ii) the DWG HSR and/or WHS Committee member will consult with the supervisor and the Site Manager (or the Company's representative) to resolve the health and safety issue;
 - (iii) where the health and safety issue is not resolved, the site WHS Committee will convene to resolve the issue in accordance with the WHS Act;
 - (iv) where the steps in 27.1(d)(i) to 27.1(d)(ii) 27.1(d)(ii) have been exhausted and the health and safety issue has not been resolved, the matter may be referred for advice from a specialist (such as a WHS inspector).
- (e) Before a health and safety issue is escalated to 27.1(d)(iv) above, the affected parties must meet or communicate with each other to attempt to resolve the issue and then will advise that the matter will be referred to a specialist.
- (f) The parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue.
- (g) The parties to a health and safety issue will be provided with relevant information in respect of the issue to ensure the timely resolution of the issue.
- (h) The affected parties 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.
- (i) Once the health and safety issue is resolved, details regarding the resolution may be set out in writing if requested by any affected Party to the issue. If a written resolution is

prepared in accordance with this clause (clause 27.1(i)), all parties to the issue must be satisfied that the written resolution reflects the resolution of the health and safety issue. A copy should be given to the parties. A copy should also be provided to the WHS Committee. This written resolution may be provided within a reasonable time after the work health and safety issue is resolved.

27.2 Direction to cease work

- (a) If a health and 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) and Division 6 of Part 5, WHS Act 2011 (ACT). The Company and/or the HSR for the DWG in relation to which the issue has arisen, may after consultation between them, direct that the work is to cease.
- (b) 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.

27.3 Health and Safety Representatives (HSR)

- (a) 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 WHS Committee.
- (b) The HSR shall be elected by the Employees on the Project on a democratic basis and shall be subject to recall by a similar process.
- (c) Parties covered by this Agreement recognise the important role of HSRs. HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- (d) HSRs shall be allowed to consult with Company representatives, on matters directly concerned with the health and safety of workers, and the promotion of the safe conduct of work generally.
- (e) HSRs will be allowed reasonable paid time during working hours to attend to health and safety matters affecting Employees he/she represents.
- (f) At all times, the HSR may seek the assistance of the Union or a person suitably qualified in WHS. The Company may also seek such advice or assistance.

27.4 Rectification of Safety Hazard and Emergency Work

- (a) Where, because of the existence of a serious safety hazard, an entire site has been stopped for a defined period of time and all Employees sent off site at the direction of the Company, those people directed to remain on site by the Company to perform serious safety hazard rectification work and emergency work, will be paid at the rate of double time for all such work performed.
- (b) This payment 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.

28. Crane Crews

28.1 The crane crew for each tower crane must consist of the following minimum:

- (a) crane driver;
- (b) a dogman/stand-by driver; and
- (c) a dogman.

28.2 Notwithstanding the above, any site with more than one tower crane shall provide a stand-by crane driver in accordance with the following scale:

- (a) 2 cranes – 1 stand-by driver;
- (b) 3 cranes – 2 stand-by drivers;
- (c) 4 cranes – 3 stand-by drivers;
- (d) 5 cranes – 4 stand-by drivers; and

- (e) 6 cranes or more – to be negotiated.
- 28.3 For short-term absences by a driver or dogman/stand-by driver of three (3) days or less, a replacement driver or dogman/stand-by driver will not be required. The dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.

29. Protective Clothing

29.1 Clothing

- (a) The following clothing will be supplied to all Employees (no later than ten (10) days after commencement of their employment). Employees when working on site are required to wear all footwear and clothing supplied.
- (b) The annual issue of clothing by the Company to Employees will be:
 - (i) 1 pair of safety boots; and
 - (ii) 6 sets of shirts and pants, 3/4 length shorts, overalls or bib and brace overalls, or any combination as agreed. It is noted that ¾ length shorts will not be permitted to be worn where it is considered they present a risk to health and safety; and
 - (iii) 1 high visibility winter jacket to be issued; and
 - (iv) 1 pair of safety glasses, or clip-ons suitable to overlay prescription glasses shall be made available for Employees.
- (c) All of the above mentioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the above mentioned items on a fair wear-and-tear basis, then that Employee will be entitled to a re-issue. of clothing for the year in or around April and October.
- (d) All items will comply with the relevant Australian Standards and all endeavours will be made to provide clothing that is Australian made. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating which is 50+.
- (e) No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

30. Performance Management

30.1 The Company recognises the importance of clear and understood counselling and disciplinary procedures.

30.2 Performance Management General Provisions

- (a) In the event that an Employee fails to maintain satisfactory conduct and/or performance the following 3 step counselling procedure will be applied.
- (b) An Employee may elect at any step to have their Union Delegate/Employee Representative, or any other person, present.
- (c) The Employee must be given an opportunity to respond to each allegation.
- (d) All counselling will occur at a location where building work does not occur.
- (e) At the request of the Employee, copies of any written warnings will be given to the Union Delegate/Employee Representative or their other representative.

30.3 Performance Management Procedure

- (a) Step 1–Written Warning
 - (i) The Company will have a discussion with the Employee, and the Company will advise the Employee of the conduct and/or performance concerns that the Company believes exist in relation to the Employee’s conduct and/or performance. If appropriate, the Company will then issue a written warning detailing:
 - (A) The issue/s of concern; and
 - (B) The standards of improvement required.

- (b) Step 2 – Final Written Warning
 - (i) If the Employee fails to meet the standards of improvement in accordance with Step 1, within a reasonable period of time, the Company will have a further discussion with the Employee in which it will advise the Employee of the problems the Company believes exists in relation to the Employee's conduct and/or performance. If appropriate, the Company will then issue a final written warning detailing:
 - (A) The issue/s of concern;
 - (B) The standards of improvement required; and
 - (C) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.
 - (ii) If the Employee's conduct and/or performance improves and there are no further concerns with regard to the Employee's conduct and/or performance within six (6) months of the final warning, the final warning advice then reverts to a warning as in Step 1. However, notwithstanding this reversion, should a pattern of behaviour occur where an Employee has received a written warning letter on more than three (3) occasions, over an 18 month period, in respect of conduct and/or performance that warrants termination of employment, then dismissal may be considered an appropriate course of action.
- (c) Step 3 – Dismissal
 - (i) If after receiving a final written warning, the Employee's conduct and/or performance fails to improve, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Company outlining the reasons for the dismissal.
- (d) Exceptions
 - (i) For the avoidance of doubt the above procedure does not apply:
 - (A) during an Employee's probationary period; or
 - (B) in the instance of a redundancy situation; or
 - (C) in cases of serious misconduct. Serious misconduct includes but is not limited to incidents of theft, assault or fraud. In these instances, an Employee's employment may be terminated without the above procedure being followed; or
 - (D) in relation to the application of Consequence Management under the agreed national Lendlease Building Fitness for Work - Drug & Alcohol Testing Procedure.

31. Redundancy Procedure

- 31.1 Subject to the following procedure, it is agreed that it is the Company's prerogative to determine the order of selection of Employees for continued employment or retrenchment:
- (a) All relevant legislation governing unfair dismissal, discrimination etc. will be observed.
 - (b) The necessity of maintaining existing supplementary labour will be assessed (noting the Company's intention is not to use labour hire to undermine the employment security of Employees).
 - (c) Voluntary redundancy will be encouraged as a first step.
 - (d) The seniority of Employees (within classifications, experience or skills held) will be observed by the Company in selecting Employees for retrenchment.
 - (e) When any retrenchments are planned there will be suitable consultation with the Parties regarding all issues relating to the redundancies, including alternatives to retrenchment and benefits payable.

- 31.2 An Employee, under notice of redundancy, will be allowed to be absent from work by prior arrangement with the Company, to seek new employment on any one (1) day during the week without loss of pay.
- 31.3 The dispute settlement procedure set out in clause 13 (Dispute Resolution Procedure) will apply in the event of any concerns arising regarding retrenchments.
- 31.4 Redundancy Schemes are in accordance with the relevant Regional Appendix.

32. Termination

- 32.1 Except as provided in clause 32.4(f), the notice period for termination shall be as follows:

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

- 32.2 If an Employee is over the age of 45 years old and has completed at least two (2) years of continuous service at the end of the day notice is given, the Employee receives an additional one (1) week's notice.

32.3 Abandonment of employment

- (a) An Employee who is absent from work for a period exceeding ten (10) consecutive working days on unapproved leave and without notification to the Company, will be considered to have abandoned their employment provided that:
- (i) The Company has made reasonable attempts to contact the Employee in writing within this timeframe to advise the Employee that should they fail to contact the Company and provide a reasonable excuse for their absence, their employment may be terminated;
 - (ii) It is recognised that in some circumstances, an Employee may not be able to contact the Company within this timeframe due to illness and/or injury. In these instances, consideration will be provided as to whether termination is appropriate.
- (b) An Employee will not be considered to have abandoned their employment if they were absent for reasonable cause.
- (c) Termination of employment by abandonment in accordance with this clause will take effect from the later of the date:
- (i) of the Employee's last attendance at work; or
 - (ii) from which the Employee last had approval of the Company to be absent.

32.4 Termination Requirements

- (a) **Statement of Service**
- On request, the Company shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- (b) **Payment of accrued entitlements**
- The Company shall pay each terminated Employee any outstanding wages, annual leave and leave loading, and RDOs accrued.
- (c) **Public Holiday Payment**
- 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 Public Holiday or each Public Holiday in a group which falls within ten (10) consecutive calendar days after the day of termination.
- (d) **Group of Holidays**

Where any two (2) or more of the Public Holidays 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 consecutive days. Christmas Day, Boxing Day and New Year's Day shall be regarded as a group for the purposes of this clause.

(e) Union Delegate or Health and Safety Representatives

In cases where the Company is considering terminating (or transferring) the services of an elected Union Delegate or a Health and Safety Representative, a ten (10) day mandatory consultation period shall be initiated by the Company with the affected Employee and his/her representative, which may be the Union, prior to any final decision on termination or transfer being made. The affected Employee 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 clauses 30.3(d)(i)(C) and 30.3(d)(i)(D) apply).

If the Company fails to comply with any of these requirements, the notice period that the Company must give to the affected Employee shall be increased by four (4) weeks.

(f) Payment in Lieu of Notice

When an Employee's employment terminates, the Employee may at the Company's discretion, be paid in lieu of their notice entitlement in accordance with the NES. For the avoidance of doubt, this provision does not apply to circumstances of serious misconduct (where no notice of termination is required).

(g) Payment of Wages

When an Employee leaves their employment of their own accord (e.g. resignation), their termination pay will be banked into their account at the end of the next pay period.

Where the Company terminates an Employee, their termination pay will be banked into their account within two (2) business days of termination, unless otherwise agreed in writing between the Company and the Employee.

Any time spent waiting for payment beyond the periods referred to above shall be paid:

- (i) at EBR for Ordinary Hours; and
- (ii) at the rate of up to eight (8) hours' pay per day (up to a weeks' pay when the right to waiting time shall terminate).

33. Payment of Wages

33.1 Except as provided in this clause, the Award conditions shall apply.

33.2 All wages, allowances and other monies shall be paid by electronic funds transfer (EFT).

33.3 Electronic Funds Transfer

(a) Employees will be paid by EFT.

(b) An Employee may request EFT payments be split between up to two (2) accounts.

33.4 The Employee's pay will be transferred into the nominated account on the Thursday of each working week.

33.5 Where the Employee's pay is not paid by close of business on the Thursday (or other agreed day if the Thursday is a Public Holiday), the Employee will be paid waiting time at applicable overtime rates for each hour kept waiting, to a maximum of eight (8) hours per day, until the pay is transferred.

33.6 Waiting time shall not be payable where an Employee is kept waiting for their wages on pay day due to circumstances beyond the control of the Company.

33.7 This clause 33 is in satisfaction of clause 20 Payment of Wages of the Award.

33.8 Pay slips

- (a) The following particulars of details of payment to each Employee must be included on the Employees' work pay slip:
 - (i) Name of the employing employer;
 - (ii) Business name, legal name, trading name ABN/ACN;
 - (iii) Name of Employee;
 - (iv) Employee's classification;
 - (v) Date of payment and period covered by work statement/payslip;
 - (vi) Details of the number of ordinary hours worked;
 - (vii) Details of the number of overtime hours worked;
 - (viii) The Ordinary hourly rate (EBR) and the amount paid at that rate;
 - (ix) The overtime hourly rates and the amounts paid at those rates;
 - (x) The gross wages paid;
 - (xi) The net wages paid;
 - (xii) Details of any deductions made from the wages;
 - (xiii) Details of the following accrued entitlements: RDO accruals and annual leave and personal leave; and
 - (xiv) Details of an Employee's superannuation contributions.

33.9 Employee Entitlement Contributions

- (a) The Company will also make available to an Employee the following information regarding Employee entitlement contributions, as soon as practicable after the information has been requested by the Employee:
 - (i) redundancy fund contributions including when contributions were made and the amount;
 - (ii) income protection contributions including when contributions were made and the amount; and
 - (iii) any Employee industry welfare contributions including when contributions were made and the amount.

33.10 Time and wages records

- (a) The Company will also maintain the following time and wage records:
 - (i) the Employee's date of birth;
 - (ii) the date when the Employee became an Employee of the Company, if appropriate, the date when the Employee ceased employment with the Company;
 - (iii) the Employee's tax file number;
 - (iv) the Employee's superannuation number;
 - (v) the Employee's redundancy fund number;
 - (vi) the Employee's portable long service leave number;
 - (vii) the Employee's income protection number;
 - (viii) daily details of work including:
 - (A) Daily start time and finish time;
 - (B) Time lunch and crib breaks taken;
 - (C) Total ordinary hours worked and resulting wage;
 - (D) Total time and a half hours worked and resulting wage;
 - (E) Total double time hours worked and resulting wage.

- (ix) details of allowances paid;
- (x) details and payment for RDOs, personal and annual leave, Public Holidays;
- (xi) details of deductions;
- (xii) total gross allowances paid per week and year to date;
- (xiii) total gross wages paid per week and year to date;
- (xiv) tax deducted from wages per week and year to date;
- (xv) net wages per week and year to date;
- (xvi) RDOs, personal and annual leave accrued per week and year to date; and
- (xvii) superannuation, redundancy fund, income protection, employee welfare contributions and portable long service leave paid per week and year to date.

34. Severability

- 34.1 It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the Fair Work Act.
- 34.2 The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of s253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.
- 34.3 To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

35. Application of Appendices

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

36. Endorsement of The Agreement

Signed on behalf of Lendlease Construction Pty Limited and Lendlease Construction (Southern) Pty Limited

Name:

Explanation of Authority:

Position:

Address:

c/-Level 14, Tower Three, International Towers Exchange Place, 200 Barangaroo Avenue, Sydney NSW 2000.

Signature:

Date:

Signed on behalf of the CFMEU as the bargaining representative for the Employees

Name: Darren Greenfield

Explanation of Authority: Position: State Secretary, Construction Forestry and Maritime Employees Union (Construction and General Division), NSW Divisional Branch.

Address: 2/63 Miller Street Pyrmont NSW 2009.

Signature: _____

Date: _____

Signed on behalf of the CFMEU as the bargaining representative for the Employees

Name: Michael Hiscox

Explanation of Authority: Position: Assistant State Secretary Construction Forestry and Maritime Employees Union (Construction and General Division), ACT Divisional Branch.

Address: Unit 7-10, 8 Cape Street Dickson, ACT 2602

Signature: _____

Date: _____

Appendix 1: Living Away from Home Allowance

1.1 This provision substitutes the Living Away from Home – distant work (clause 25) of the Award with the exception of Reimbursement of meal expenses for living in camp and camp conditions (sub-clauses 24.4 and 24.5) and Rest and Recreation (clause 24.6(f)).

1.2 Qualification

- (a) An Employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from the Employee's usual place of residence that the Employee cannot reasonably return to that place each night (i.e. distant work) under the following conditions:
 - (i) The Employee is not in receipt of relocation benefits;
 - (ii) The Employee is maintaining a separate place of residence to which it is not reasonable to expect the Employee to return each night; and
 - (iii) The Employee, on being requested by the Company informs the Company, at the time of engagement, that the Employee maintains a separate place of residence from the address recorded on the job application.
- (b) Subject to clause 1.3 below an Employee is regarded as bound by the statement of the Employees' address and no entitlement shall exist if unknowingly to the Company the Employee wilfully and without duress made a false statement in relation to the above.

1.3 Employee's Address

- (a) The Company shall require, and the applicant shall provide the Company with the following information, in writing, at the time of engagement:
 - (i) the address of the place of residence at the time of application; and
 - (ii) the address of the separately maintained residence, if applicable.
- (b) Provided however, that the Company shall not exercise undue influence, for the purpose of avoiding its obligations under this Appendix, in persuading the existing Employee to insert a false address.
- (c) No subsequent change of address shall entitle an Employee to the provisions of this clause unless the Company agrees.
- (d) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by a Company as proof of the Employee's usual place of residence.
- (e) The address of the Employee's usual place of residence and not the place of engagement shall determine the application of this clause.
- (f) Any dispute arising in respect of this clause shall be dealt with in accordance with clause 13 (Dispute Resolution Procedure) of this Agreement.

1.4 Entitlement

Where an Employee qualifies under clause 1.2 of this Appendix the Company shall:

- (a) pay an allowance of \$770.00 per week of seven (7) days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance shall be \$125.00 per day. Provided that the foregoing allowances shall be increased if the Employee satisfies the Company that the Employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement, the matter may be dealt with in accordance with clause 13 (Dispute Resolution Procedure) of this Agreement; or
- (b) provide the Employee with reasonable board and lodging ('reasonable board and lodging' shall mean lodging in a well-kept establishment with three (3) adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available).

1.5 Travelling Expenses

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

- (a) Forward journey
 - (i) The time spent in travelling, at ordinary rates up to a maximum of eight (8) hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
 - (ii) The amount of a fare on the most common method of public transport to the job (bus; economy air; second class rail with sleeping berths if necessary, which may require a first class rail fare) and any excess payment due to transporting tools if such is incurred.
 - (iii) Any meals incurred while travelling at the rate of meal allowance as stipulated in the relevant Regional Appendix.
 - (iv) Provided that the Company may deduct the cost of the forward journey fare from an Employee who terminates or discontinues employment within two (2) weeks of commencing on the job and who does not forthwith return to the Employee's place of engagement.
- (b) Return journey
 - (i) An Employee shall, for the return journey, receive the same time, Travel Allowance and meal payments as provided in clause 1.5(a) above, together with an amount of \$20.81 to cover the cost of transport and transporting tools from the main public transport terminal to the Employee's usual place of residence.
 - (ii) Provided that the above return journey payments shall not be paid if the Employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one (1) working week of commencing on the job or is dismissed for misconduct.
- (c) Departure point

For the purpose of this clause, travelling time shall be calculated as the time taken for the journey from the Central or Regional rail, bus or air terminal nearest the Employee's usual place of residence to the locality of the work.

1.6 Travel Allowance

An Employee engaged on a job who qualifies under the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed in the relevant Regional Appendix.

1.7 Weekend Return Home

- (a) An Employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the Company or Company's representative, no later than Tuesday of each week, of the Employee's intention to return to the Employee's usual place of residence at the weekend and who returns to such usual place of residence for the weekend, shall be paid an allowance of \$35.28 for each occasion.
- (b) Clause 1.7 above shall not apply to an Employee who is receiving the payment prescribed in clause 1.4(a) above in lieu of board and lodging being provided by the Company.
- (c) When an employee returns to the Employee's usual place of residence for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 1.4(a) above shall be made.

1.8 Alternative Paid Day Off Procedure

If the Company and the Employee so agree in writing, the paid rostered day off as prescribed in the relevant Regional Appendix, may be taken, and paid for at the end of the project, or on termination whichever comes first.

1.9 Termination

An Employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

1.10 Rest and Recreation

The provisions of the Award will apply.

Appendix 2: Skill Development Line

1.1 Information regarding specific skills required for individual competencies identified in the below table can be found in the CW Skill Development Manual.

1.2 The skill level for an Employee will be assessed in accordance with the following table:

SKILL DEVELOPMENT LINE		
Skill Level classification	Competency Required	
	Core Skills: Mandatory (must complete all)	Elective Skills
New Entrant	<ul style="list-style-type: none"> ▪ LL Corporation Orientation ▪ BLL Induction ▪ Introduction to CW Skills Manual ▪ Intro to BLL Academy & CW Training General Industry Induction ▪ Manual handling ▪ Safety Passport ▪ Lendlease Safety Passport 	<ul style="list-style-type: none"> ▪ Nil
CW1	<ul style="list-style-type: none"> ▪ Computer basics 1 ▪ Communication & Organisation 1 ▪ Minimum of: <ul style="list-style-type: none"> ▪ Elevated Work platform (Scissor lift) or ▪ Elevated Work Platform (Boom lift) ▪ Company industrial Background ▪ Workplace Organisational Structure ▪ Site Maintenance ▪ Hand tool use & safety ▪ Power tool use and safety ▪ Cut/Drill & Fix ▪ Fire extinguisher use and safety ▪ EHS Matrix Tasks no.s 0, 16 and 18 	<ul style="list-style-type: none"> ▪ Nil
CW2	<ul style="list-style-type: none"> ▪ Communication & Organisation 2 ▪ Plant & equipment awareness ▪ Introduction to plan reading ▪ General Construction ▪ Calculation of quantities ▪ General setting out ▪ Restricted height scaffolding ▪ Senior first aid ▪ Materials handling and stacking ▪ Non-Mandatory Items ▪ EHS Matrix task no's 15 and 39 	<p>An Employee must complete a minimum of 9 of the identified electives</p> <p>Structure</p> <ul style="list-style-type: none"> ▪ Concrete tools, placement & finish ▪ Basic formwork ▪ Basic steelfixing <p>Finishes</p> <ul style="list-style-type: none"> ▪ Brickwork & blockwork ▪ Cement render ▪ Wall and floor tiling ▪ Wall and floor frames ▪ Plasterboard installation ▪ Surface preparation and painting <p>Materials Handling</p> <ul style="list-style-type: none"> ▪ Preliminary rigging ▪ Dogging

SKILL DEVELOPMENT LINE		
Skill Level classification	Competency Required	
	Core Skills: Mandatory (must complete all)	Elective Skills
		EHS Reps & Site Management <ul style="list-style-type: none"> • Preliminary rigging • Dogging • Computer basic 2 • EHS Matrix task no. 15 • Automated external defibrillation
CW3	<ul style="list-style-type: none"> • Communication & organisation 3 • Defects clearance • Sustainability 3 • Image branding and awareness • RMS (Blue) traffic controller • Minimum of 2 of the following skills: <ul style="list-style-type: none"> • Set-out & survey • Codes of practice • Oxy Acetylene Use and safety • Welding (non-structural) • Gate and traffic management • EHS matrix tasks no.s 10, 13, 20 & 29 	<p>A minimum of 12 of the identified electives or complete all items in a selected Specialist Stream.</p> <p>Structure</p> <ul style="list-style-type: none"> • Explosive powered tool • General concreting (Cert II) • Steelfixing (Cert II) • Erect & Strip formwork 3 <p>Finishes</p> <ul style="list-style-type: none"> • Explosive powered tool • Masonry • Paving • Render • Wet Area fitout works 3 • General fitout works 3 <p>Materials Handling</p> <ul style="list-style-type: none"> • Forklift operation • Dogging 3 • Rigging 3 (basic) • Hoist Operation 3 • Load shifting equipment 3 • Scaffolding 3 (basic) • General crane operation <p>EHS Reps & Site Management</p> <ul style="list-style-type: none"> • Explosive powered tool • EHS Matrix Task No's 10, 13, 20 & 29 • Working with asbestos • Scaffolding 3 (Basic) • Computer Basics 3 • RMS (Yellow) Apply traffic control plans (or equivalent) <p>EHS Reps</p> <ul style="list-style-type: none"> • Occupational First Aid <p>Site Management</p> <ul style="list-style-type: none"> • Dilapidations & defects management

SKILL DEVELOPMENT LINE		
Skill Level classification	Competency Required	
	Core Skills: Mandatory (must complete all)	Elective Skills
<p>CW4</p> <p>Specialist Skills (Completion of an industry related trade course provides competence and close out of Skill Level 4 electives)</p>	<ul style="list-style-type: none"> • Communication & organisation 4 • Management systems awareness • Advanced plan reading • Sustainability 4 <p>Non-Mandatory Items</p> <ul style="list-style-type: none"> • EHS Matrix task no.s 6 & 8 	<p>A minimum of 7 of the identified electives (excluding EHS Tasks) must be completed.</p> <p>Structure</p> <ul style="list-style-type: none"> • General concreting (cert III) • Steelfixing (cert III) • Site administration awareness • Erect and strip formwork 4 <p>Finishes</p> <ul style="list-style-type: none"> • Wet area fitout works 4 • General Fitout works 4 • Site Administration Awareness <p>Materials Handling</p> <ul style="list-style-type: none"> • Dogging 4 • Rigging 4 (Intermediate) • Site Administration Awareness • Scaffolding 4 (intermediate) • Load shifting equipment 4 • Hoist Operation 4 • Slewing crane operation <p>EHS Reps & Site Management</p> <ul style="list-style-type: none"> • EHS Matrix Task no's 6 & 8 • Site Administration Awareness • EHS IT skills • Hazardous Substance & Dangerous goods <p>Optional EHS Reps & Site Management</p> <ul style="list-style-type: none"> • RMS (Orange) Design/Inspect TCP's (or equivalent) • RMS (Red) Select/Modify TCP's (or equivalent)
<p>CW5</p>	<p>Mandatory Skills</p> <ul style="list-style-type: none"> • Management 5 • Supervision 5 • Site Estimation <p>Non-Mandatory Items</p> <ul style="list-style-type: none"> • EHS Matrix Task No.s 1, 5, 11, 12, 17, 21, 22,30, 31 	<p>A minimum of 14 of the identified electives or all items in the selected Specialist Stream.</p> <p>Specialist Skills</p> <p>Note: Automatic completion of SL5 electives is gained if a CW is deemed a specialist by the Assessor and Assessor Committee in any of these categories:</p> <ul style="list-style-type: none"> • Master Craftsman • Builder 5 • Workplace Assessor (cert iv) • Workplace Trainer (cert iv) • Industrial Co-ordination • Load shifting equipment

SKILL DEVELOPMENT LINE		
Skill Level classification	Competency Required	
	Core Skills: Mandatory (must complete all)	Elective Skills
		<p>Materials Handling</p> <ul style="list-style-type: none"> • Materials Coordination • Dogging 5 • Rigging 5 (Advanced) • Scaffolding 5 (Advanced) • Load Shifting Equipment 5 • Hoist operation 5 • Leadership development • Tower crane operation <p>EHS Reps & Site Management</p> <ul style="list-style-type: none"> • EHS Matrix Task no.s 1, 5, 17, 21, 26 and 31 • Leadership Development <p>EHS Reps</p> <ul style="list-style-type: none"> • General EHS Rep skills <p>Site Management</p> <ul style="list-style-type: none"> • Leadership Development • Metal roofing • Masonry 5 • Waterproofing • Acoustics • Facades • Passive fire • Building Code of Australia • Quality Management
CW6	<p>Mandatory Skills</p> <ul style="list-style-type: none"> • Self Management 6 • Site administration 6 • Materials movement 6 • Supervision 6 • Problem solving 6 • Customer service <p>Non-Mandatory Items</p> <ul style="list-style-type: none"> • EHS Matrix Task no.'s 2, 3, 4, 7, 9, 23, 24, 25, 26, 27, 28, 32, 33, 34, 36, 37 	<p>All items must be completed in the Employees relevant specialist stream.</p> <p>Materials Handling, EHS Rep and Site Management</p> <ul style="list-style-type: none"> • Work Priorities (Cert III) • Team Effectiveness (Cert III) • Operations Plans (Cert III) • Workplace Relationships (Cert III) • Customer Service Management • Work Safely (Cert III) • EHS Task no's 9, 23, 24, 27, & 36 • Project Planning <p>EHS Specialist</p> <ul style="list-style-type: none"> • EHS Specialist (Safety Professional) <p>Site Management</p> <ul style="list-style-type: none"> • Site Planning and Controls • Services • Commissioning
CW7	Mandatory Skills	Optional Specialist Skills

SKILL DEVELOPMENT LINE		
Skill Level classification	Competency Required	
	Core Skills: Mandatory (must complete all)	Elective Skills
	<ul style="list-style-type: none"> ▪ Self Management 7 ▪ Site Administration 7 ▪ Materials Movement 7 ▪ Supervision 7 ▪ Builder 7 ▪ Problem Solving 7 	<ul style="list-style-type: none"> ▪ Contracts Administration 7 ▪ Financial administration 7
CW8	Mandatory Skills <ul style="list-style-type: none"> ▪ Site Establishment & Maintenance ▪ Site Administration 8 ▪ Controls 8 ▪ Supervision 8 ▪ Builder 8 ▪ Customer relationships 	Optional Specialist Skills <ul style="list-style-type: none"> ▪ Contracts administration 8 ▪ Financial Administration 8 ▪ Design Administration 8
CW9	Mandatory Skills <ul style="list-style-type: none"> ▪ Self Management 9 ▪ Client relations ▪ Controls 9 ▪ Supervision 9 ▪ Site Administration 9 ▪ Builder 9 	Optional Specialist Skills <ul style="list-style-type: none"> ▪ Head Contracts ▪ Financial Administration 9 ▪ Consultant Management

Appendix 3: Skills Development Program

1. Introduction

- 1.1 The Parties to this Agreement have identified the need to develop Companies of highly skilled Employees recognised and rewarded for their skills and for their contribution in the workplace. To achieve this, a Skill Development Line has been developed that:
- (a) is suited to the preferred work organisation and on-the-job learning;
 - (b) provides a career progression for Employees;
 - (c) reward skills acquired, in terms of both depth and breadth; and
 - (d) has components that can be nationally endorsed by the relevant construction industry skills council for industry-wide acceptance and portability, and components which are specific to the Companies only.
- 1.2 Skill development will be provided in accordance with the Skill Development Line through structured learning in the workplace, on-the-project learning with skill development modules and off-the-project learning through external program. Skill development outside the skills development line and the Employee's learning agreement will be considered on its merits and in terms of its applicability to the business.
- 1.3 Current and new Employees will enter the Skill Development Program and shall undertake necessary retrospective skills development in accordance with the skills development line.
- 1.4 Where appropriate, Employees should have their current skills assessed against the nationally recognised competency standard relevant to their work.

2. Definitions

'Assessment' is the method used to measure the competency level of an Employee against a set standard.

'Elements' are the components of a skill development module and will address the training requirements for the skill, etc using classroom techniques, on the job skilling, self-paced computer based techniques or other skill development techniques as introduced from time to time.

'Employee Skill Development Plan' refers to the particular program of learning which has been mutually agreed between the Employee and their supervisor.

'Entry assessment' is an assessment of the current skills of an Employee upon commencement of the Skills Development Line and is used to assist in determining the individual's skill development plan. Entry assessment is also designed to determine whether a particular individual meets the set standard of competency and hence is exempt from a relevant skill development module or course.

'External Program' refers to skill development, which has been nominated for inclusion within the skills development line, conducted by an external body which sets the standard of competency to be achieved.

'General, Common and Lendlease Skills' are the skills which may be undertaken at each level.

'Essential Learning, General Skills, Common & Specific Hand Skills and General EHS Skills' are the Core Skills which may need to be undertaken at each level.

'Industry Recognition' is awarded to the Employee who reaches a set industry standard of competency in a skill and endorsed at that standard by an approved assessor within the guidelines of the relevant construction industry skills council.

'Learning Program' is made up of Work Based Learning which is linked to the work role in the following ways:

- (a) 'On-the-job Structured Learning' occurs when an Employee is allocated work activities which are productive and at the same time provide an opportunity for learning.

- (b) 'Off-the-Project Learning' which by participating in internal/external programs, provides learning opportunities for the Employee away from the workplace.

'Performance Appraisal' is the mutual agreement between the Employee and the supervisor, that agrees the Learning Program to be undertaken by the Employee to move to the next level in the Skills Development Line.

'Pre-assessment' is an assessment of an Employee at the completion of each skill development module which is designed to indicate whether the Employee has reached the set standard of competency.

'Skill development module' is a learning program for a set of skills relating to the Employees work in the Companies. Each module consists of one or more elements.

'Skill Development Manager' means the relevant regional training manager and/or Business Unit Manager.

3. Assessment

- 3.1 Any Employee who is pre-assessed and is able to demonstrate the set standard of competency prior to undertaking a Skill Development module or course will not be required to undertake that particular Skill Development module or course and will be recognised in accordance with the Skills Development Line.
- 3.2 At the completion of a Skill Development module the Employee shall be objectively assessed according to a set standard. If the Employee achieves this set standard the Employee will be deemed to be competent for the purpose of that Skill Development module and will be recognised.
- 3.3 To formalise recognition the Employee will be issued with either:
- (a) a certificate, recognised by the Company, which confirms his/her recognition for the skill nominated; or
 - (b) a certificate of competency, issued by an RTO accredited to provide such training, where the training is part of a national qualification endorsed by the Australian Industry Skills Council (or its successor).
- 3.4 The set standards referred to above will be established by management in consultation with the Skill Development Committee. This set standard will be used in entry assessment, pre-assessment and skill development module assessment. The set standard will form part of the appropriate Skill Development module.
- 3.5 The Skill Development Committee will nominate and maintain a list of all approved Company assessors for each skilling module.
- 3.6 A register containing details of the skills recognised for each Employee under the Skills Development Program will be maintained. Each Employee or the Employees duly authorised representative will have access to the Employee's personal register.

4. Recognition

- 4.1 The Company agrees that as far as is practicable, registration of modules, trainers, assessors and skill centres will conform to industry standards.

5. Common, General and Lendlease Skills

- 5.1 There are a number of skill development modules which are deemed to be core skills, for each level, they are:
- (a) General Skills (mandatory)
These are Communication, EH&S, Plan Reading, Sustainability, Plant & Equipment and Organising Work. These are skills that have been proposed within industry as prerequisites under any skill development system. They will be included at selected levels of the skills development line and aim to provide base or minimum skills for all Employees.

(b) Common Skills (mandatory)

These are skills that have been proposed within the industry as prerequisites under any Skill Development system.

These are task skills and knowledge that are required by all site Employees. It is proposed that these skills be mandatory at all levels.

(c) Lendlease Skills & Knowledge (optional)

At the entrant level, as part of the induction process it is proposed that probationary Employees gain a detailed knowledge of the various features of the Company, conditions of employment and major policies/initiatives of the Company. This will include areas such as Employees benefits, safety systems, the environment and workplace reform. It is also likely that Employees will get updates of this knowledge at regular periods beyond the entrant level.

6. Essential Learning, General Skills, Common & Specific Hand Skills and General EHS Skills

6.1 There are a number of skill development modules, tickets and training requirements which are deemed to be core skills, for each level, they are:

(a) Essential Learning (mandatory)

New Starters - These are Orientation, Lendlease Induction, Introduction to the CW Skills Manual and Training resources, Industry Induction, Manual Handling Training and the Lendlease Safety Passport.

(b) Skill Level 1 – Computer Basics 1

These are skills that have been agreed as prerequisites under the Skill Development system. They will be included at the specific levels of the skill development line and aim to provide base or minimum skills for all Employees.

(c) Common & Specific Hand Skills (mandatory)

These are skills that have been proposed within the industry as prerequisites under any Skill Development system.

These are task skills and knowledge that are required by all site Employees. It is proposed that these skills be mandatory at all levels.

(d) General EHS Skills (mandatory)

These are the EHS skills and additional training requirements to be completed if within individual's CW Skills Classification level and if required for specific tasks identified as part of an individual CW's project role and responsibility as specified in the Lendlease 'EHS Task and Position Competency Matrix'.

(e) Lendlease Skills & Knowledge (optional)

At the entrant level, as part of the induction process it is proposed that probationary Employees gain a detailed knowledge of the various features of the Company, conditions of employment and major policies/initiatives of the Company. This will include areas such as Employee benefits, safety systems, the environment and workplace reform. It is also likely that Employees will get updates of this knowledge at regular periods beyond the entrant level.

6.2 At levels beyond entrant level, consistent with the ideal of creating self-managed work area teams, it is proposed that a range of soft and management skills be available to Employees. These skills are optional at all levels through the Skill Development Line, though it should be noted that they are key skills as Employees take on roles that include coaching, facilitating, coordinating and which are more aligned with current management roles.

7. Task Specific Skills

- 7.1 These skills form a large component of the Skill Development Line and are the task and technical skills that Employees apply in carrying out work on site. By definition, tasks are routine by nature, have a sequence of steps, have a definite start and finish and produce a tangible outcome. The task skills have been grouped to suit the favoured work organisation and placed in levels to reflect increasing complexity.
- 7.2 Given that there exists the industry benchmark of a trade qualification that is gained by either undertaking an apprenticeship ('fast track' learning) or by learning the skills over a longer period of time on the job, this benchmark has been reflected in the model. This also enables learning objectives that currently exist in the TAFE curriculum to be used as guides for the levels and scope of Employee skills. The trade level in the model is level 4.
- 7.3 The preferred skill formation concept is based on skills being learnt on-the-job i.e. in performing the work in a team, skills can be shared and transferred. As a result, and respecting the levels in a current trade course, Employees skill acquisition is very closely related to the work performed.
- 7.4 That is, they will perform tasks needed most of the time using skills at a higher level but will also have secondary skills at lower levels that will be used less of the time.
- 7.5 In achieving level 2, Employees gain a broad range of skills at a low level, being secondary skills for general application in that team. In achieving level 3, approximately half the skills will be secondary and the other half in a primary skill. This is the first specialisation that Employees undertake. In achieving level 4 another primary skill is learnt and practised and one optional skill which extends one of the primary skills to the level of TAFE tradesperson. Some skills will have prerequisites that require a particular sequence of modules to be undertaken to progress.
- 7.6 In achieving level 4 additional Core Skills are learnt and practised along with selected Elective Skills to the level of TAFE tradesperson. Some skills will have prerequisites that require a particular sequence of modules to be undertaken to progress.
- 7.7 At levels 5 and 6 opportunity exists for Employees to specialise further through undertaking more advanced versions of their primary skill or develop skills which make them technical experts in the technical aspects of work undertaken.
- 7.8 At level 7, 8 and 9, there is a greater focus on skills such as leadership and organisational skills. These are the types of skills that will aid in enabling an Employee to become genuinely self-managed and will include cost controls and budgets, estimating, counselling and performance appraisal, etc. They will also provide the link for Employee's career progression to supervisory position.

8. Skill Level Requirements

- 8.1 These are specified within each skill level of the CW Skill Development Manual, as amended from time to time, which is issued to all Employees and covers requirements to satisfy the Core and Elective skills.

9. Skills Development Line

- 9.1 The Skill Development Line will be adapted for the life of this Agreement.
- 9.2 Table 1 outlines the skill levels:

Skill Level	Relativities % of Base Pay
Induction	85.0
Level 1	92.0
Level 2	95.0
Level 3	97.5
Level 4	100.0

Skill Level	Relativities % of Base Pay
Level 5	105.0
Level 6	110.0
Level 7	115.0
Level 8	120.0
Level 9	125.0

- 9.3 Progression from level to level after completion of skills modules and in accordance with the skills development line is directly dependent on gaining registration for successfully completing Skill Development modules and courses or by pre-assessment.
- 9.4 Progression through the skill development line will be competency based but may also include some time based elements. Competency based assessments allow recognition of a skill on the satisfactory completion of a specified task to a particular quality within an acceptable time.

10. Induction

- 10.1 All new Employees to the Company, regardless of entry level, will undertake a four (4) week Probationary Company Induction Period.
- 10.2 During this period if no formal evidence of skills or qualification is provided at the time of employment, Employees will be paid at the induction rate, and will undergo an assessment. Following assessment, the revised rate of pay will be applied, in accordance with the individual's skill level (as per the skill development line) from the date of employment.

11. Employee Skill Development Plan

- 11.1 To enable each Employee to progress along the Skill Development Line, an individual Employee Skill Development Plan will be formulated between the Employee and the supervisor that will take into account the needs of the individual and the Company.
- 11.2 Once the Skills Development Plan has been mutually agreed the Employee and the supervisor enter into a 'learning agreement'.
- 11.3 Should an Employee have reason to question the implementation of his/her Skill Development Plan, the matter may be referred to the relevant Skill Development Manager.
- 11.4 Every endeavour will be made to schedule appropriate skilling in a reasonable time frame, dependent on site learning opportunities, skilling resources, personnel, etc.
- 11.5 The Employee Skill Development Plan should be formally reviewed every six (6) months by the Supervisor and the Employee. When the Employee has completed and passed all competency standards to progress to the next level, a new Employee Skill Development Plan will be established using the 'Recommended Learning' section of the Skills Database Employee Sheet.
- 11.6 Skills gained outside the agreed Learning Agreement will not be recognised or paid for unless the Employee is directed to use these skills.

12. Changes to the Company Skills Development Program

- 12.1 It is accepted that it may be necessary from time to time to amend or delete Skill Development modules/courses or adjust the Skills Development Line.
- 12.2 Proposed variations are to be submitted to the Skill Development Committee who will invite submissions from the Parties and after the lapse of a specified period, advise the Parties to the agreement of any changes to the Skills Development Program.
- 12.3 A change will not disadvantage Employees who are undertaking a skilling module/course at the time of the variation or Employees who have already received recognition for the skilling module/course.

13. Skills Development Committee

- 13.1 The Parties agree to the continuance of the Skills Development Committee that will review and advise the Company on the following issues:
- (a) Competency standards as proposed by management and Employees under the guidelines of the relevant construction industry skills council;
 - (b) Relativity among skills modules;
 - (c) Consistency of standards;
 - (d) Meeting of industry standards (as minimum) in terms of modules, trainers/assessors and skill centres; and
 - (e) Maintenance and improvements to the Skill Development Line CW1-9.
- 13.2 The committee will be a national committee and will consist of an equal mix of Employee and Company management representatives. It will be chaired by the Company Skills Development Manager. Industry representation will be encouraged to attend these meetings.
- 13.3 The committee will also advise the Skills Development Manager in setting guidelines for the following issues:
- (a) Providing input into industry standards;
 - (b) Reviewing current skill levels;
 - (c) Design of individual Learning Programs;
 - (d) Skill Development Plan;
 - (e) Learning Agreements;
 - (f) Monitoring progress;
 - (g) Development of training material;
 - (h) Coordinating update of modules;
 - (i) Coordinating the publishing of material;
 - (j) Monitoring the life cycle of modules.

Appendix 4: Australian Capital Territory

1. Application

- 1.1 This Appendix will apply to Employees performing work for the Company in the Australian Capital Territory (ACT).

2. Wages

2.1 Weekly Rate of Base Pay

Employees will be paid a Weekly Rate of Base Pay in accordance with the following table:

Construction Worker (CW) Level	From Commencement	1/11/2025	1/11/2026	1/11/2027
New Entrant	\$1,626.80	\$1,708.14	\$1,793.54	\$1,883.22
CW1	\$1,720.53	\$1,806.55	\$1,896.88	\$1,991.73
CW2	\$1,765.61	\$1,853.89	\$1,946.58	\$2,043.91
CW3	\$1,801.20	\$1,891.25	\$1,985.82	\$2,085.11
CW4	\$1,836.57	\$1,928.40	\$2,024.82	\$2,126.06
CW5	\$1,915.06	\$2,010.82	\$2,111.36	\$2,216.93
CW6	\$1,995.66	\$2,095.56	\$2,200.34	\$2,310.36
CW7	\$2,076.48	\$2,180.31	\$2,289.32	\$2,403.79
CW8	\$2,155.98	\$2,263.77	\$2,376.96	\$2,495.81
CW9	\$2,233.54	\$2,345.22	\$2,462.48	\$2,585.60

2.2 Weekly Productivity Benefits

In addition to the Weekly Rate of Base Pay, Employees will be paid Weekly Productivity Benefits in accordance with the following table:

Construction Worker (CW) Level	From Commencement	1/11/2025	1/11/2026	1/11/2027
New Entrant	\$231.23	\$231.23	\$231.23	\$231.23
CW1	\$246.34	\$246.34	\$246.34	\$246.34
CW2	\$252.92	\$252.92	\$252.92	\$252.92
CW3	\$258.19	\$258.19	\$258.19	\$258.19
CW4	\$263.28	\$263.28	\$263.28	\$263.28
CW5	\$274.44	\$274.44	\$274.44	\$274.44
CW6	\$285.11	\$285.11	\$285.11	\$285.11
CW7	\$295.96	\$295.96	\$295.96	\$295.96
CW8	\$306.73	\$306.73	\$306.73	\$306.73
CW9	\$317.46	\$317.46	\$317.46	\$317.46

2.3 Weekly Tool Allowance

- (a) In satisfaction of the tools and protective or other clothing or equipment allowance prescribed and payable under clause 210.1 of the Award, the following Weekly Tool Allowance will be paid to Employees to cover the cost of hand tools provided by Employees in order to carry out their duties.
- (b) The Weekly Tool Allowance will be paid as a component of the Employee Benefit Rate (EBR) and is not paid as an additional stand-alone allowance.

Construction Worker (CW) Level	From Commencement	1/11/2025	1/11/2026	1/11/2027
New Entrant	\$0	\$0	\$0	\$0
CW1	\$10.89	\$10.89	\$10.89	\$10.89
CW2	\$21.75	\$21.75	\$21.75	\$21.75
CW3	\$32.62	\$32.62	\$32.62	\$32.62
CW4	\$43.49	\$43.49	\$43.49	\$43.49
CW5	\$43.49	\$43.49	\$43.49	\$43.49
CW6	\$43.49	\$43.49	\$43.49	\$43.49
CW7	\$43.49	\$43.49	\$43.49	\$43.49
CW8	\$43.49	\$43.49	\$43.49	\$43.49
CW9	\$43.49	\$43.49	\$43.49	\$43.49

2.4 Employee Benefit Rate (EBR)

Employees will be paid an all-purpose Employee Benefit Rate comprised of the following weekly amounts:

- (a) Weekly Rate of Base Pay;
- (b) Weekly Productivity Benefits; and
- (c) Weekly Tool Allowance.

The EBR will be as follows:

Construction Worker (CW) Level	From Commencement		1/11/2025	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
New Entrant	\$1,858.03	\$51.61	\$1,939.37	\$53.87
CW1	\$1,977.76	\$54.94	\$2,063.78	\$57.33
CW2	\$2,040.28	\$56.67	\$2,128.56	\$59.13
CW3	\$2,092.01	\$58.11	\$2,182.06	\$60.61
CW4	\$2,143.34	\$59.54	\$2,235.17	\$62.09
CW5	\$2,232.99	\$62.03	\$2,328.75	\$64.69
CW6	\$2,324.37	\$64.57	\$2,424.16	\$67.34
CW7	\$2,415.93	\$67.11	\$2,519.76	\$69.99
CW8	\$2,613.99	\$69.62	\$2,727.18	\$72.61
CW9	\$2,706.20	\$72.07	\$2,823.46	\$75.17

Construction Worker (CW) Level	1/11/2026		1/11/2027 until at least 1/11/2028	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
New Entrant	\$2,024.77	\$56.24	\$2,114.45	\$58.73
CW1	\$2,154.11	\$59.84	\$2,248.96	\$62.47
CW2	\$2,221.25	\$61.70	\$2,318.58	\$64.41
CW3	\$2,276.63	\$63.24	\$2,375.92	\$66.00
CW4	\$2,331.59	\$64.77	\$2,432.83	\$67.58
CW5	\$2,429.29	\$67.48	\$2,534.86	\$70.41
CW6	\$2,528.94	\$70.25	\$2,638.96	\$73.30
CW7	\$2,628.77	\$73.02	\$2,743.24	\$76.20
CW8	\$2,727.18	\$75.76	\$2,846.03	\$79.06
CW9	\$2,823.46	\$78.43	\$2,946.58	\$81.85

3. Allowances

3.1 Travel Allowance

- (a) The below Travel Allowance is in satisfaction of the relevant fares or travelling allowances under the Award; and
- (b) This travel allowance will be paid for days worked (including RDOs).

Travel Allowance	From Commencement of Agreement	1/11/2025	From 1/11/2026
		\$50.00	\$55.00

3.2 Meal Allowance

- (a) The following clause, including the below Meal Allowance, will replace the meal allowance and rest periods/crib time provisions of the Award (currently clauses 21.2, 18.3(b), 18.3(c) 18.3(d)), 30.4(b)):
 - (i) **Monday to Friday:** An Employee required to work overtime, after working Ordinary Hours, for at least one and a half (1.5) hours shall be paid the specified amount in the table below to meet the cost of a meal. For each further four (4) hours worked past the one and a half (1.5) hours, the Employee will also be paid the specified amount in the table below to meet the cost of a meal; and
 - (ii) **Weekends/Public Holidays:** An Employee will be entitled to be paid the specified amount in the table below for one meal only in respect of all work performed on each occasion on a weekend or Public Holiday.

Meal Allowance	From 1/11/2024
	\$35.65

3.3 Responsibility Allowance

- (a) The below Responsibility Allowance is in satisfaction of the Leading Hand Allowance under the Award, clause 19.2, and is payable when the following employment conditions apply:

Level 1 Allowance Eligibility:

- (i) An Employee who is required to have up to five (5) Employees under his or her supervision; or
- (ii) An Employee who is required to supervise the work of a subcontractor, taking the responsibility for safety, quality and logistics.

Level 2 Allowance Eligibility:

- (i) An Employee who is required to have six (6) or more Employees under his or her supervision; or
- (ii) An Employee who is required to supervise the work of several subcontractors, with full understanding of their work method statement, safety, quality and logistics; or
- (iii) An Employee who is engaged in work, which has responsibility and skills which are significantly higher than the CW level being paid; or
- (iv) An Employee performing the duties of an Employee Representative, Union Delegate or Health and Safety Representative.

- (b) The Responsibility Allowance will be paid at the following daily rate:

Level	From Commencement of Agreement
1	\$10.64
2	\$17.71

- (c) When considering Levels 1 and 2, the degree of responsibility and the responsibility level should be decided at site level by the Foreman, Site Manager and the Employee concerned.
- (d) Responsibilities once agreed, are to be confirmed in writing stating their nature and duration (minimum four (4) weeks). This statement shall be sent to the Company's pay office enabling payment of this allowance to be implemented.
- (e) Responsibility Allowance is only payable for the time in which an Employee works under the employment conditions described above.
- (f) The Responsibility Allowance is payable when the Employee is on an RDO.
- (g) The Responsibility Allowance is not paid while an Employee is on leave. However, for the avoidance of doubt, this Responsibility Allowance will apply when an eligible Employee is on workers' compensation.
- (h) If an Employee is an Employee Representative, Union Delegate and/or Health and Safety Representative and would otherwise ordinarily be entitled to a Responsibility Allowance under another provision of this clause, the Employee will be entitled to payment for one Responsibility Allowances.

4. Site Allowance Procedure

4.1 A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and shall replace the industry allowances under clause 22 of the Award and all allowances and rates under clause 23 of the Award, except First Aid Allowance and Multistorey Allowance.

4.2 The Site allowance is as follows:

Project Value – \$million	Site Allowance per hour worked		
	From Commencement of Agreement	From 1/11/25	From 1/11/26
67.3m - 134.8m	\$2.05	\$2.10	\$2.15
134.8m - 202m	\$3.85	\$3.95	\$4.05
202m - 269.4m	\$3.95	\$4.05	\$4.15
269.4m - 404.2m	\$4.05	\$4.15	\$4.25
For projects above \$404.2 million, there will be an increment of 10 cents per additional \$100m or part thereof.			

5. Superannuation

5.1 From Commencement of Agreement, the Company superannuation contributions to be paid each week to Employees (other than Employees who are members of the Defined Benefit Fund of the LLSP) will be paid at 12% of ordinary time earnings, up to the applicable maximum superannuation contribution base under applicable superannuation guarantee legislation. These amounts are fixed for the term of the Agreement.

5.2 The Company's superannuation contributions under this clause are in satisfaction and inclusive of the Company's contribution obligations under applicable superannuation guarantee legislation.

6. Redundancy & Industry Welfare

6.1 In respect of redundancy benefits:

- (a) Employees in Australian Capital Territory will be members of the Australian Construction Industry Redundancy Trust (ACIRT).
- (b) The Company agrees to make redundancy contributions in respect of Employees covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT).
- (c) The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.
- (d) An Employee who is absent from work on authorised paid leave on any ordinary working day during the normal pay week shall be deemed to have completed a complete week of eligible service and contributions shall be made in respect of that week and service entitlements shall accrue in respect of that week.
- (e) Once an Employee has accrued an amount equal to eight (8) weeks' pay in their ACIRT account, they may elect to have their redundancy contribution paid into their superannuation fund as additional superannuation contributions.

6.2 The Company will provide Permanent full-time and part-time Employees a weekly Employee entitlement of:

- (a) Up to \$164.00 but no less than \$160.00 per Employee effective from Commencement of Agreement;
- (b) Up to \$175.00 but no less than \$170.00 per Employee effective 1 November 2025;
- (c) Up to \$185.00 but no less than \$180.00 per Employee effective 1 November 2026;
- (d) Up to \$195.00 but no less than \$190.00 per Employee effective 1 November 2027.

6.3 The Company will pay the following weekly Employee entitlement portion into ACIRT for every week of continuous work performed by the Employee:

	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 Commencement of Agreement	\$160	\$32
From 1 November 2025	\$170	\$34
From 1 November 2026	\$180	\$36
From 1 November 2027	\$190	\$38

6.4 If an Employees provides the Company with express written authorisation to do so, the Company will contribute the remaining \$4.00 per week per Employee (then from 1 November 2025, \$5.00 per week per Employee) of this weekly Employee entitlement to Construction Charitable Works (ABN 65 129 595 657) to allow Employees and their families access to services.

6.5 Construction Charitable Works (CCW) will provide services that include but are not limited to the following case management services and paid for referral pathways for:

- (a) General Drug and Alcohol counselling;
- (b) Drug and Alcohol Detoxification and Rehabilitation;
- (c) Grief and Loss support;
- (d) Depression and anxiety issues;
- (e) Anger management counselling;
- (f) Financial counselling;

- (g) Problem gambling support;
- (h) General counselling;
- (i) Access to short term emergency accommodation;
- (j) Trauma response services/support after workplace accidents;
- (k) Post-traumatic stress clinical psychology; and
- (l) Cross skill/up skill services for workers returning to work after a workplace accident.

6.6 This will apply to all Employees of the Company in the Australian Capital Territory (except apprentices).

7. Income Protection Insurance

7.1 The Company will affect an agreed non-cancellable "Income Protection" insurance policy for Employees covered by this Agreement. The terms, conditions and benefits provided by the agreed insurance policy will be provided by BUILT-PLUS GOLD (a BUILT PLUS/ Jardine Lloyd Thompson (JLT) Gold Cover Policy (the nominated policy).

7.2 Contributions to the policy will be maintained by the Company in respect of Employees, including when Employees are on an authorised absence from work.

7.3 The cost of BUILT-PLUS GOLD policy will not exceed \$28 per week per Employee during the nominal term of this Agreement.

7.4 Income Protection Insurance premiums will be paid quarterly.

8. Hours of Work, Rostered Days Off (RDOs) & Public Holidays

8.1 Ordinary Hours of Work

- (a) Ordinary hours will be Monday to Friday, 7.2 hours per day (36 hours per week) (Ordinary Hours) and 0.8 hours per day accruing towards an RDO.
- (b) Ordinary hours will be 36 hours per week, worked between 6.00am and 6.00pm Monday to Friday.
- (c) Any change in start time for an Employee will be confirmed by the Company in writing to that Employee.
- (d) All overtime will be payable at the rate of double time. For clarity, where an Employee is required to commence work prior to their Ordinary Hours, this will be considered overtime and paid as such.

8.2 Rostered Days Off (RDOs)

- (a) Ordinary working hours will be scheduled in a 10 day / 2 week cycle, Monday to Friday inclusive, with 8 hours worked for each of 9 days and with 0.8 of an hour on each of those days' worked accruing toward the tenth day, which will be known as the rostered day off (RDO).
- (b) RDOs are paid for time worked.
- (c) An Employee who has not worked a full 10 day / 2 week cycle will receive pro rata RDO accrued entitlements for each day worked. In the case of termination of employment, an Employee will receive pro rata RDO accrued entitlements on termination.
- (d) The Parties recognise that changes to RDOs are necessary from time to time to improve productivity and to meet the construction program on certain projects. The Parties agree that work may take place on a scheduled RDO following consultation between the Company and the relevant Employees.
- (e) The Parties acknowledge the indicative Regional calendar of RDOs is in Appendix 10 of this Agreement.

- (f) Subject to **Error! Reference source not found.** below, an agreement shall be reached by the Company and Employees as to which day shall be taken as a RDO when such entitlement is due. If no agreement is reached, then the indicative calendar of standard RDOs will be followed. It is agreed a Company roster system may apply.
- (g) RDOs may be banked up to a maximum of six (6) days in any twelve (12) month period. These RDOs may be taken as a group of consecutive days or any other combination as may be agreed between the Company and the Employee.
- (h) Where more than one (1) accrued RDO is to be taken by the Employee on consecutive working days, application for such paid leave shall be sought by giving a reasonable period of notice.
- (i) Except as outlined in **Error! Reference source not found.** and 8.5(d)(i) below, an RDO worked will be paid at the rate of an Employee's EBR for Ordinary Hours.
- (j) Employees who work on an RDO will take an alternative RDO falling within six (6) weeks of the originally scheduled day, provided that the re-scheduled RDO is to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed between the Company and affected Employees. Such agreement is not to be unreasonably withheld.
- (k) A new Employee will be eligible for an RDO after achieving 7.2 hours RDO accrual.
- (l) Employees will be paid all unpaid RDO accruals on termination.
- (m) 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.

8.3 Designated Long Weekends

- (a) The parties agree RDOs will be scheduled around the following designated days to create Designated Long Weekends (**DLW**):
 - (i) Australia Day;
 - (ii) Canberra Day;
 - (iii) Easter Weekend;
 - (iv) ANZAC Day;
 - (v) King's Birthday; and
 - (vi) Labour Day.
- (b) It is agreed that, in the interests of providing an appropriate balance between work and family commitments, Employees will not be scheduled for work on the above designated days, the adjacent Saturday, Sunday and RDOs arranged for DLWs in accordance with (a) above. This will allow the Company and Employees to have quality paid leisure time.
- (c) On a DLW Employees may use RDO accruals and banked RDOs to receive 14.4 hours pay if they do not work the Saturday of any of the DLWs listed in 8.3(a) above. Employees shall only be entitled to payment of one (1) Travel Allowance (clause 3.1 of this Appendix) on any paid DLW Saturday.
- (d) A new Employee will be eligible to use lesser RDO accruals for the Saturdays and adjacent RDOs as stipulated in clause 8.3(a) above.
- (e) **Working on a Designated Long Weekend**
 - (i) Where there is an agreed emergency or a special client need and subject to the agreement of all Parties to this Agreement, limited work may be undertaken on public holidays, DLWs and RDOs attached to a DLW. 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.

- (ii) Where it is agreed that work can be performed on a DLW and RDOs attached to a DLW or public holiday 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.

8.4 Public Holidays

- (a) If necessary to meet the operational requirements of the business, the Company may request Employees to work on a Public Holiday in accordance with the below process (except for those DLWs listed in 8.3(a) above that are Public Holidays where that clause will apply):
 - (i) the Company will consult in accordance with clause 11 (Consultation and Participation);
 - (ii) An individual Employee may refuse to work on a Public Holiday where it would be unreasonable to require the Employee to work, having regard to the following:
 - (A) any risk to Employee health and safety (including but not limited to risks resulting from the number of hours worked by the Employee in the previous 14 day period);
 - (B) the Employee's personal circumstances including any family responsibilities or prearranged commitments;
 - (C) the notice (if any) given by the Company; and
 - (D) any other relevant matter.

8.5 Christmas Closedown

- (a) The Company will observe the Building and Construction Industry Christmas Closedown Period outlined below:
 - (i) Sites will close lunchtime 22nd December (or earlier if the 22nd falls on a weekend); and
 - (ii) Sites will reopen on 8 January.
- (b) The Company may request Employees to work during the Building and Construction Industry Christmas Closedown Period where such work is essential to meet the operational requirements of the Company.
- (c) In the event the Company requests an Employee to work during the Building and Construction Industry Christmas Closedown Period, the Employee may refuse to work on any of those days where it would be unreasonable to require the Employee to work, having regard to the following:
 - (i) any risk to Employee health and safety (including but not limited to risks resulting from the number of hours worked by the Employee in the previous 14 day period);
 - (ii) the Employee's personal circumstances including any family responsibilities or prearranged commitments;
 - (iii) the notice (if any) given by the Company; and
 - (iv) any other relevant matters.
- (d) In recognition of the unusual nature of any requirement to perform work during the Building and Construction Industry Christmas Closedown Period:
 - (i) as compensation for the loss of social participation opportunities occasioned by such requirements to work where an Employee is requested, and works, during the Building and Construction Industry Christmas Closedown Period, they shall in addition to accrued entitlements, be paid at the rate of double time and a half

for any weekday worked, and triple time for any weekend or Public Holiday worked; and

- (ii) as soon as reasonably practicable, the Employee will take at least one (1), two (2) week period of annual leave.
- (e) The Company may seek a longer Closedown Shutdown period based on site requirements and will consult in accordance with clause 11 (Consultation and Participation).

8.6 Picnic Day

- (a) The first Monday in December of each year shall be the Building Industry Picnic Day;
- (b) All employees, as far as practicable, shall be given this day off work (to be paid and treated as an additional RDO).

8.7 Annual Leave

Annual leave will be taken within twelve (12) months from the date the leave became due.

9. Inclement Weather

- 9.1 This clause is to be read in conjunction with clause 24, Inclement Weather of the Award, and the relevant *WHS Act 2011 (ACT)*, associated regulations and approved codes of practice.
- 9.2 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature (37 degrees C or above) or the like or any combination of these conditions) where it is not reasonable or it is unsafe for Employees to continue working in those conditions.
- 9.3 Once the temperature reaches 37°C there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way. During periods of hot weather, if there are areas of the workplace that are below 37°C, work shall continue as normal. Employees 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.
- 9.4 Temperature will be measured at the nearest automatic Bureau of Meteorology Monitoring Station to the project.
- 9.5 The Company or its representative, when requested by the Employees or their representative, must consult 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.
- 9.6 When inclement weather conditions exist an affected Employee is not required to commence or continue to work where it is unreasonable or unsafe to do so. 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.
- 9.7 Fresh, cold drinking water must be made available throughout the day to ensure fluid intake for Employees in warmer conditions. When the temperature exceeds 35°C respite breaks and Employee rotation, and the avoidance of scheduling strenuous activities in direct sunlight is to be considered in managing the risk to health & safety of the Employees.
- 9.8 It is agreed that, after consultation with the affected Employee(s), the Company can transfer Employees to an unaffected area or other sites not affected by inclement weather.
- 9.9 **Work in Cold Weather or on Icy Surfaces**
 - (a) Where the Apparent Temperature published by the Bureau of Meteorology as the “Feels Like” temperature is -10 degrees centigrade:
 - (i) Outside work will not commence or continue; and Employees will be relocated to appropriately heated areas.

- (ii) The Parties agree that where external work surfaces are affected by ice (whether caused by frost or other weather) this represents a specific hazard in addition to other hazards associated with cold weather. In addition, to the extreme slipperiness of ice, changes in weather can create unexpected changes in surfaces, including when ice or frost melts.
- (iii) Employees will dewater or de-ice unless it is unsafe or unreasonable to do so.
- (b) In order to address the hazards associated with icy work surfaces, work will not commence or continue in areas directly affected by ice and/or frost until the WHS Committee has inspected the affected area and concluded that it is safe for work to commence.
- (c) All Employees affected by inclement weather shall be provided with personal protective clothing as required.

10. Paid Parking

- 10.1 The Company will reimburse the cost of work related parking for Employees where free parking is not available within 500 metres of the worksite.

11. Training

- 11.1 It is agreed that within twelve (12) months of the Commencement of Agreement, the Company will require existing Employees to undertake the following training courses to be provided by the Approved Training Organisation:
- (a) A nationally accredited course in Crystalline Silica Exposure Prevention; and
 - (b) Workplace Gender Equity / Domestic Violence Awareness Training by the Approved Training Organisation.
- 11.2 It is further agreed that all new Employees to the Company who have not completed the training identified in clause 11.1, will be required to do so within twelve (12) months of commencing employment with the Company.
- 11.3 Training costs of courses identified in this clause will be met by the Company.
- 11.4 Where the Company wants to provide the specific training identified in clause 11.1 above to the Employees covered by this Agreement and that specific training is not offered by the Approved Training Organisation, the Company may:
- (a) after consultation between the Parties (including the Union where the Union is the representative of the Employees) and a representative of the Approved Training Organisation to assess whether the Approved Training Organisation can develop the capability to deliver the desired training. Where it is agreed the Approved Training Organisation cannot deliver the training in a reasonable time, the Company may use an equivalent alternative Registered Training Organisation, for the purpose of that specific training requirement.
- 11.5 **Certificate IV in Work Health and Safety**
- (a) The Company agrees to meet the training costs for Employees elected as Health and Safety Representatives who undertake the *Certificate IV in Work Health and Safety* provided the Employee has five (5) years' continuous service with the Company.
 - (b) Additionally, the Company will provide paid time for Health and Safety Representatives to attend relevant training sessions for the completion of the Certificate IV in Work Health and Safety course.
 - (c) Prior to enrolment in a course, the Company and the Employee will consult and reach agreement on the most practical method of arranging attendance at the course.

11.6 First Aid Training

- (a) The Company agrees to meet the training costs, and provide paid time, for Employees elected as Employee Representatives/Union Delegates or Health and Safety Representatives to undertake First Aid training.

12. Crystalline Silica Exposure

- 12.1 The Parties acknowledge that exposure to silica dust may occur as a result of many activities in the construction industry. The Parties further acknowledge that workplace exposure to silica dust may lead to fatal diseases.
- 12.2 The Company agrees they will consult with Employees (and their chosen representatives, which may include Union representatives), in relation to the steps necessary to implement a silica exposure standard of .025 mg/m³ as an eight (8) hour Time Weighted Average (**TWA**).
- 12.3 The Company will review control measures once Dust Unspecified within the Particulate Matter 2.5 micrometre (PM 2.5) size category reaches 0.05mg/m³ of an 8 hour TWA.
- 12.4 In addition, the Company will use its best endeavours to establish control measures to prevent any exposure within the Particulate Matter 2.5 micrometre (PM 2.5) size category between 0.025 and 0.05mg/m³ as an eight (8) hour TWA, and will review control measures when the exposure is within that range.
- 12.5 The parties further acknowledge that this standard may evolve, as a result of scientific and regulatory developments, during the life of this Agreement and that the Parties will engage in consultation in relation to this issue should the need arise.
- 12.6 In addition, noting that even for exposure levels below the standard set out in 12.2 risks to health and safety may arise, the Company will take reasonable steps to mitigate exposure to Crystalline Silica including but not limited to:
 - (a) providing appropriate PPE, and
 - (b) utilising dust mitigation techniques and equipment appropriate to the task (including a ban on all dry cutting with masonry or concrete saws of products containing silica on site, grinding to be wet grinding or with proper task specific dust extraction equipment, a complete ban on cutting of engineered stone products such as ceasarstone on site), and
 - (c) using crystalline silica free building products and materials where those products are reasonably available.

13. Breaks and Access to Amenities

- 13.1 In order to ensure that Employees are able to take breaks and to access their amenities, the Company will ensure that the schedule of work facilitates:
 - (a) the taking of breaks at the prescribed time; or
 - (b) where necessary, for work to continue though the prescribed time, that Employees are relieved and able to take their break as soon as reasonably practicable and at this time be able to access the amenities without disruption and take their break.

Nothing in this clause affects the operation of clause 29.6 – Overtime of the Award.

14. Women's Union Delegate/Employee Representative

- 14.1 Employees may choose to elect a Women's Union Delegate/Employee Representative, who shall have the same rights and status of any other Union Delegate/Employee Representative, to address their specific requirements and represent them in the workplace.
- 14.2 Where, as a result of the election of an additional Women's Union Delegate/Employee Representative pursuant to this clause (and there is an additional delegate elected at a project) those delegates may divide their roles and responsibilities to ensure fair distribution of work.

15. Scissor Lifts and EWP

- 15.1 The parties agree that where Employees are using scissor lifts and EWP's, they will not be operated in isolation and that at all times there will be another person working in the immediate vicinity who is available at all times to take steps to activate the emergency lowering mechanism should that be necessary.
- 15.2 Having regard to the non-standard nature of scissor lifts and EWP's and the different emergency procedures which apply to different models, the other person must receive training in the specific emergency procedures that relate to the particular scissor lift or EWP in use.

16. Access to Floors

- 16.1 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 four (4) ordinary floors (Above four (4) floors and below four (4) floors the Company must install a hoist or builder's lift.)
- 16.2 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.

Appendix 5: New South Wales

1. Application

1.1 This Appendix will apply to Employees performing work for the Company in New South Wales.

2. Wages

2.1 Weekly Rate of Base Pay

Employees will be paid a Weekly Rate of Base Pay in accordance with the following table:

Construction Worker (CW) Level	From Commencement of Agreement	1/07/2025	1/07/2026	1/07/2027
New Entrant	\$1,626.80	\$1,708.14	\$1,793.54	\$1,883.22
CW1	\$1,720.53	\$1,806.55	\$1,896.88	\$1,991.73
CW2	\$1,765.61	\$1,853.89	\$1,946.58	\$2,043.91
CW3	\$1,801.20	\$1,891.25	\$1,985.82	\$2,085.11
CW4	\$1,836.57	\$1,928.40	\$2,024.82	\$2,126.06
CW5	\$1,915.06	\$2,010.82	\$2,111.36	\$2,216.93
CW6	\$1,995.66	\$2,095.56	\$2,200.34	\$2,310.36
CW7	\$2,076.48	\$2,180.31	\$2,289.32	\$2,403.79
CW8	\$2,155.98	\$2,263.77	\$2,376.96	\$2,495.81
CW9	\$2,233.54	\$2,345.22	\$2,462.48	\$2,585.60

2.2 Weekly Productivity Benefits

In addition to the Weekly Rate of Base Pay Employees will be paid Weekly Productivity Benefits in accordance with the following table:

Construction Worker (CW) Level	From Commencement of Agreement	1/07/2025	1/07/2026	1/07/2027
New Entrant	\$231.23	\$231.23	\$231.23	\$231.23
CW1	\$246.34	\$246.34	\$246.34	\$246.34
CW2	\$252.92	\$252.92	\$252.92	\$252.92
CW3	\$258.19	\$258.19	\$258.19	\$258.19
CW4	\$263.28	\$263.28	\$263.28	\$263.28
CW5	\$274.44	\$274.44	\$274.44	\$274.44
CW6	\$285.11	\$285.11	\$285.11	\$285.11
CW7	\$295.96	\$295.96	\$295.96	\$295.96
CW8	\$306.73	\$306.73	\$306.73	\$306.73
CW9	\$317.46	\$317.46	\$317.46	\$317.46

2.3 Weekly Tool Allowance

- (a) In satisfaction of the tools and protective or other clothing or equipment allowance prescribed and payable under clause 21.1 of the Award, the following Weekly Tool Allowance will be paid to Employees to cover the cost of hand tools provided by Employees in order to carry out their duties.
- (b) The Weekly Tool Allowance will be paid as a component of the Employee Benefit Rate (EBR) and is not paid as an additional stand-alone allowance.

Construction Worker (CW) Level	From Commencement of Agreement	1/07/2025	1/07/2026	1/07/2027
New Entrant	\$0	\$0	\$0	\$0
CW1	\$10.89	\$10.89	\$10.89	\$10.89
CW2	\$21.75	\$21.75	\$21.75	\$21.75
CW3	\$32.62	\$32.62	\$32.62	\$32.62
CW4 and above	\$43.49	\$43.49	\$43.49	\$43.49

2.4 Employee Benefit Rate (EBR)

Employees will be paid an all-purpose Employee Benefit Rate comprised of the following weekly amounts:

- (a) Weekly Rate of Base Pay;
- (b) Weekly Productivity Benefits; and
- (c) Weekly Tool Allowance.

The EBR will be as follows:

Construction Worker (CW) Level	From Commencement		1/07/2025	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
New Entrant	\$1,858.03	\$51.61	\$1,939.37	\$53.87
CW1	\$1,977.76	\$54.94	\$2,063.78	\$57.33
CW2	\$2,040.28	\$56.67	\$2,128.56	\$59.13
CW3	\$2,092.01	\$58.11	\$2,182.06	\$60.61
CW4	\$2,143.34	\$59.54	\$2,235.17	\$62.09
CW5	\$2,232.99	\$62.03	\$2,328.75	\$64.69
CW6	\$2,324.37	\$64.57	\$2,424.16	\$67.34
CW7	\$2,415.93	\$67.11	\$2,519.76	\$69.99
CW8	\$2,613.99	\$69.62	\$2,727.18	\$72.61
CW9	\$2,706.20	\$72.07	\$2,823.46	\$75.17

Construction Worker (CW) Level	1/07/2026		1/07/2027 until at least 1/07/2028	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
New Entrant	\$2,024.77	\$56.24	\$2,114.45	\$58.73
CW1	\$2,154.11	\$59.84	\$2,248.96	\$62.47
CW2	\$2,221.25	\$61.70	\$2,318.58	\$64.41
CW3	\$2,276.63	\$63.24	\$2,375.92	\$66.00
CW4	\$2,331.59	\$64.77	\$2,432.83	\$67.58
CW5	\$2,429.29	\$67.48	\$2,534.86	\$70.41
CW6	\$2,528.94	\$70.25	\$2,638.96	\$73.30
CW7	\$2,628.77	\$73.02	\$2,743.24	\$76.20
CW8	\$2,727.18	\$75.76	\$2,846.03	\$79.06
CW9	\$2,823.46	\$78.43	\$2,946.58	\$81.85

3. Allowances

3.1 Travel Allowance

- (a) The below Travel Allowance is in satisfaction of the relevant fares or travelling allowances under the Award; and
- (b) This Travel Allowance will be paid for days worked (including RDOs).

Application

- (a) Employees, including apprentices however engaged, are entitled to payment of the daily fares allowance and related matters in accordance with this clause and Appendix 6 (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. 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 6 of this Agreement in lieu of the fares and travelling allowance amount in Clause 26.1(a) of the Award. 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 3.1(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.
- (e) Fares Allowance (see also Map in Appendix 6):

Fares Allowance 1 in Appendix 6 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.

Fares Allowance 2 in Appendix 6 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.

Fares Allowance 3 in Appendix 6 is payable where an employee undertakes travel:

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

Date of operation	Fare Allowance 1	Fare Allowance 2	Fare Allowance 3
	1. Travel only within one of the three Counties. 2. Travel only in the Regional Area outside the three Counties but not more than 150km in either direction.	1. Travel from one County to an adjacent County. 2. 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 Commencement of Agreement	\$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 until at least 1/07/2028	\$70.00	\$80.00	\$90.00

3.2 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 per kilometre where the Employee uses their own vehicle.
- (c) This provision replaces the Distant Work Payment clause 25.3 of the Award.

3.2 Meal Allowance

- (a) The following clause, including the below Meal Allowance, will replace the meal allowance and rest periods/crib time provisions of the Award (currently clauses 21.2, 18.3(b), 18.3(c) 18.3(d)), 30.4(b)37.8):
 - (iii) **Monday to Friday:** An Employee required to work overtime, after working Ordinary Hours, for at least one and a half (1.5) hours shall be paid the specified amount in the table below to meet the cost of a meal. For each further four (4) hours worked past the one and a half (1.5) hours, the Employee will also be paid the specified amount in the table below to meet the cost of a meal; and
 - (iv) **Weekends/Public Holidays:** An Employee will be entitled to be paid the specified amount in the table below for one meal only in respect of all work performed on each occasion on a weekend or Public Holiday.

Meal Allowance	From Commencement of Agreement until at least 1/07/2028
	\$35.65

3.3 Responsibility Allowance

- (a) The below Responsibility Allowance (in satisfaction of Leading Hand Allowance under the Award, clause 19.2, is payable when the following employment conditions apply:

Level 1 Allowance Eligibility:

- (i) An Employee who is required to have up to five (5) Employees under his or her supervision; or
- (ii) An Employee who is required to supervise the work of a subcontractor, taking the responsibility for safety, quality and logistics.

Level 2 Allowance Eligibility:

- (i) An Employee who is required to have six (6) or more Employees under his or her supervision; or
- (ii) An Employee who is required to supervise the work of several subcontractors, with full understanding of their work method statement, safety, quality and logistics; or

- (iii) An Employee who is engaged in work, which has responsibility and skills which are significantly higher than the CW level being paid; or
An Employee performing the duties of an Employee Representative, Union Delegate or Health and Safety Representative.

(b) The Responsibility Allowance will be paid at the following daily rate:

Level	From Commencement of Agreement
1	\$10.64
2	\$17.71

- (c) When considering Levels 1 and 2, the degree of responsibility and the responsibility level should be decided at site level by the Foreman, Site Manager and the Employee concerned.
- (d) Responsibilities once agreed, are to be confirmed in writing stating their nature and duration (minimum four (4) weeks). This statement shall be sent to the Company's pay office enabling payment of this allowance to be implemented.
- (e) Responsibility Allowance is only payable for the time in which an Employee works under the employment conditions described above.
- (f) The Responsibility Allowance is payable when the Employee is on an RDO.
- (g) The Responsibility Allowance is not paid while an Employee is on leave. However, for the avoidance of doubt, this Responsibility Allowance will apply when an eligible Employee is on workers' compensation.
- (h) If an Employee is an Employee Representative, Union Delegate and/or Health and Safety Representative and would otherwise ordinarily be entitled to a Responsibility Allowance under another provision of this clause, the Employee will be entitled to payment for only one Responsibility Allowance.

4. Site Allowance Procedure

4.1 A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and is in satisfaction of the industry allowances under clause 22 of the Award and all allowances and rates under clause 23 of the Award, except First Aid Allowance and Multistorey Allowance.

4.2 The following table for site allowance will apply:

From Commencement of Agreement	
Project Value – \$million	Site Allowance
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 10 cents per additional \$100m or part thereof.	

- 4.3 The above rates will be reviewed no later than 30 September 2024 and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.
- 4.4 Where there is a CPI increase, the Site Allowance values in this clause will be adjusted by the CPI (All Groups, Sydney), effective from 1 October 2024 and for each year thereafter according to the above CPI movement for the preceding period July to June in each year. The Site Allowance will be adjusted up or down to the nearest 5 cents.

5. Superannuation

- 5.1 The Company superannuation contributions to Employees (other than Employees who are members of the Defined Benefit Fund of the LLSP) will be the superannuation guarantee (currently the rate of 11%) plus 2.5% of ordinary time earnings (up to a maximum of 14.5%), in accordance with applicable superannuation guarantee legislation. The Company's superannuation contributions under this clause are in satisfaction and inclusive of the Company's contribution obligations under applicable superannuation guarantee legislation.
- 5.2 "Ordinary Time Earnings" for Accumulation Fund members means the actual ordinary rate of pay the Employee receives for ordinary hours of work (including shift loading) and will apply for ordinary time pay including Designated Shutdown Long Weekend Saturday payments.

6. Redundancy and Income Protection, Trauma and Journey Insurance and Training Levy

6.1 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 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.

6.2 Redundancy Entitlement

The Company will pay the following redundancy contributions in accordance with clause 17 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 Commencement of Agreement	\$160	\$32
From 1 July 2025	\$170	\$34
From 1 July 2026	\$180	\$36
From 1 July 2027 until at least 1 July 2028	\$190	\$38

6.3 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, 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.

6.4 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 to Construction and Building Industries Training (CABIT) Ltd and collected by Incolink to support that body's funding initiatives.

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

6.5 Industry / Workers Welfare

- (a) The Company will contribute, on behalf of Employees, \$5.00 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 (except apprentices and trainees).

7. Hours of Work / Rostered Days Off

7.1 Hours of Work

- (a) Ordinary hours will be Monday to Friday, 7.2 hours per day (36 hours per week) (**Ordinary Hours**) and 0.8 hours per day accruing towards an RDO.
- (b) The span in which Ordinary Hours may be worked shall be between 6.00am to 6.00pm Monday to Friday (**Span of Ordinary Hours**).
- (c) The working day may commence between 6.00am and no later than 8.30am. However, the usual working day will be 7.00am to 3.30pm (the **Usual Working Day**). It is noted there may be circumstances when this Usual Working Day may be altered when some classifications of workers are required to commence work prior to the Usual Working Day to open the project for the day and close the project for the day and to prepare the amenities etc. A number of Employees may be asked by the Company to commence work between 6.00am and 8.30am.
- (d) All time worked in excess of 8 hours per day, will be at applicable overtime rates of pay.
- (e) All time worked outside the Span of Ordinary Hours will be at applicable overtime rates of pay.

7.2 Early Starts

- (a) If due to Project requirements, when an early start (from at or after 4.00am to Usual Working Day) is required, an Employee will be paid for overtime at overtime rates up to the Usual Working Day when Ordinary Hours will commence in accordance with clause 7.1(c) above.
- (b) Approval to work Early Starts in the day will be at the requirement of the Company and authorised by the Project Director (or equivalent) and in consultation with the affected Employee (and their representative).

7.3 Pre-start Meetings

- (a) Time spent in pre-start meetings is time worked.

7.4 Shiftwork

- (a) Only the provisions clause 17.1 (e) and (j) of the Award apply. Clause 17.2 of the Award does not apply.
- (b) Shiftwork for the purposes of this clause is defined as work comprising recurring periods in which different groups of Employees do the same job in rotation (**Shiftwork**).
- (c) a "Shift" may start at or after 3.00pm and before 4.00am.
- (d) Shiftwork shall be paid at the rate of double the EBR for all hours worked (including overtime) except for work performed on a Public Holiday where Shiftwork will be paid double time and one half.
- (e) An Employee who is required by the Company to work Shiftwork (a Shiftworker) shall be provided at least 48 hours' notice of the requirements to work Shiftwork. The General Manager, or a nominated representative of the Company must approve Shiftwork.
- (f) The Ordinary Hours of a Shift will be eight hours per shift (7.2 Ordinary Hours and 0.8 towards an RDO).
- (g) The hours of work for Shiftworkers, 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.

8. Rostered Days Off

- 8.1 The ordinary working hours shall be worked in a 10 day/ 2 week cycle, Monday to Friday inclusive with eight (8) 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'.
- 8.2 RDOs shown as Other RDOs in the RDO Calendar (Appendix 11) can be worked and banked.
- 8.3 Accrued RDO time may be used for a paid Saturday up to 14.4 hours during Designated Shutdown Long Weekends.
- 8.4 Where RDOs are taken they are paid at the EBR for Ordinary Hours paid to an Employee at the time of taking the RDO, and on all RDOs payment shall include the daily Travel Allowance, and any applicable allowances as prescribed by this Agreement.
- 8.5 For clarity, up to 26 RDOs shall be accrued by an Employee in each twelve (12) months of continuous service.
- 8.6 RDOs may be banked to a maximum of six (6) days in any twelve (12) month period. These RDOs may be taken as a group of consecutive days or any other combination as may be agreed between the Company and the Employee.
- 8.7 Each day of paid leave taken and any public holiday occurring during any cycle of two (2) weeks will be a day worked for RDO accrual purposes.
- 8.8 Employees who have not worked a complete ten (10) day/two-week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs. RDOs will be paid in full as they occur.
- 8.9 **RDO schedule, Public Holidays, Designated Shutdown Long Weekends and Christmas/Easter annual leave**
- (a) The agreed RDO calendar for the Company (unless otherwise varied in accordance with this Agreement) is at Appendix 11 and reflects the agreed scheduling of Designated Shutdown Long Weekends, Other Rostered Days Off, Scheduled 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.
- 8.10 **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, 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) to a Designated Shutdown Long Weekend, 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:
- (v) the hours of work that will be worked by that Employee in the week of the RDO;
- (vi) the number of RDOs worked by the Employee within the previous six weeks;
- (vii) the Employee's family responsibilities; and

- (viii) 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.

8.11 Work on Scheduled RDOs and Designated Shutdown Long Weekends for Identified Projects

- (a) Appendix 8 will apply for Work on Scheduled RDOs and Designated Shutdown Long Weekends for Identified Projects.

9. Overtime

- 9.1 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 Employees shall develop guidelines during the life of this Agreement to limit excessive overtime.
- 9.2 The Company may require an Employee to work reasonable overtime. However, the Company will endeavour to ensure that Employees are not required to work more than eight (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 is no necessity for all Employees on that particular job to work overtime. Reasonable overtime will be determined having regard to:
 - (a) any risk to Employee health and safety;
 - (b) the Employee's personal circumstances including family responsibilities;
 - (c) the needs of the Company;
 - (d) the notice (if any) given by the Company of the overtime;
 - (e) any other relevant matter.
- 9.3 All overtime, including Saturday and Sunday, will be paid for at the rate of double ordinary time rates.
- 9.4 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.
- 9.5 For clarity no time in lieu instead of payment of overtime rates of pay will be given for working overtime.
- 9.6 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 RDOs.

10. Public Holidays and Holiday Work

10.1 Prescribed Holidays

- (a) Employees are entitled to paid leave for the Public Holidays applicable in each region as set out in the NES.
- (b) An Employee, other than a casual Employee, is entitled to paid leave at the Employee's EBR for Ordinary Hours for the following Public Holidays:
 - (i) New Year's Day;
 - (ii) Australia Day;
 - (iii) Good Friday;
 - (iv) Easter Monday;

- (v) Anzac Day;
- (vi) King's Birthday;
- (vii) Labour Day;
- (viii) Christmas Day; and
- (ix) 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. Part time Employees will receive payment on a pro rated basis for the days they are scheduled to work Ordinary Hours. Employees (other than a casual Employee) are entitled to such payment for any day that is a gazetted Public Holiday, including where the Public Holidays falls on a Saturday or Sunday.

- (c) Subject to clause 1111, in addition the first Monday in December of each year shall be the picnic day which for the purposes of this Agreement will be treated as a Public Holiday.

10.2 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.

10.3 Minimum Payment

An Employee required to work on a Public Holiday or the day after Good Friday will be paid for a minimum of four (4) hours work at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu.

10.4 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.

10.5 Group of Holidays

Where any two (2) 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.

10.6 Part time Employees

For the avoidance of doubt, an employee who is a permanent part-time employee, is entitled to receive 8 hours payment for the public holiday(s) irrespective of the days worked.

11. Picnic Day

- 11.1 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 and will be paid Ordinary Hours.

12. Concrete Pours

- 12.1 Concrete slab pours over 150m³ in volume will not commence after 11:00am however, for concrete pours that do not involve slabs and are over 150m³, there may be consultation with the Parties as to the commencement of such pours after 11.00am.

13. Site Safety Inductions

- 13.1 In the interests of safety best practice, the site safety induction will be conducted on site and communicated face to face in paid ordinary hours. This does not preclude online registration /

general onboarding of workers prior to arriving to the site safety induction, providing the time taken to undertake the onboarding is in paid time.

14. Protective Clothing

- 14.1 All Employees will be provided with protective clothing in accordance with clause 29 of this Agreement.
- 14.2 The issuing of Personal Protective Equipment (PPE) and clothing is vital to Employee health and safety, comfort and productivity therefore needs to be selected after consultation with Employees.
- 14.3 All PPE and protective clothing supplied will be replaced on a fair wear and tear basis.
- 14.4 The Work Health and Safety Regulation 2017, reg40, places an obligation on the Company to ensure that:
- (a) ventilation enables workers to carry out work without risk to health and safety;
 - (b) workers carrying out work in extremes of heat or cold are able to carry out work without risk to health and safety.
- 14.5 Shirts, trousers, jackets, safety boots etc. and P.P.E. supplied, needs to be selected following risk assessments with regard 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.
- 14.6 Such clothing 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 (refer to 15.9) and be labelled as required by those standards.
- 14.7 Additional personal protective equipment e.g. gloves, eye protection, sun protection will be supplied by the Company as required.
- 14.8 It is a condition of employment with the Company that whilst working on site, Employees are required to wear hard hats, safety boots and appropriate protective clothing at all times.
- 14.9 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.

15. Inclement Weather

- 15.1 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.
- 15.2 The Parties agree to address the issue of exposure to excessive heat and humidity conditions in accordance with the Policy outlined in clause 15.12/15.11 of this Appendix, in addition, the process set out in Clause 24.14(a) of the Award shall also apply to exposure to excessive heat and wind.
- 15.3 The Company must confer with Employee and/or the Union Delegate/ 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.
- 15.4 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 Clause 15.11 for concrete pours on days affected by heat. For concrete pours that do not involve slabs and are over 150m³, there may be consultation with the Parties as to the commencement of such pours after 11.00am.
- 15.5 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 Award. The Employee shall be paid for such time without reduction of the Employees inclement weather entitlement.
- 15.6 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.
- 15.7 Appropriately qualified Employees shall be available to clean up and/or de-water relevant work areas as directed following inclement weather where applicable.
- 15.8 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.
- 15.9 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.
- 15.10 All other Award conditions apply except clause 23.13(b).
- 15.11 **Heat Policy**
- (a) 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.
 - (b) Employees should be alerted to possible extreme or excess heat conditions by the Company and/or the WHS Committee before commencing work or as soon as practicable after work commences.
 - (c) Once the temperature reaches 35 degrees, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way.
 - (d) During periods of hot weather, if there are areas of the workplace that are below 35°, work shall continue as normal. Employees 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 Company and Employees during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

15.12 Monitoring of Temperature

- (a) Temperatures shall be monitored from a BOM Weather Station relevant to the specific Construction Site and pre-agreed at the commencement of the works.
- (b) Temperatures shall be monitored during the course of the day by the Company, WHS Committee Chairperson and/or the Deputy Chairperson.

15.13 Humidity – Humidity creates a significant risk to Employee’s health and safety.

- (a) Consultation with Employees 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 Employees.
- (b) NB. Where work is required to be performed in additional PPE, action levels will need to be altered in consultation with Employees, HSR’s and the WHS Committee.

15.14 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.

15.15 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:
 - (i) heat stroke – a life threatening condition that requires immediate first aid and medical attention;
 - (ii) fainting;
 - (iii) heat exhaustion / fatigue;
 - (iv) heat cramps;
 - (v) rashes (also called prickly heat);
 - (vi) 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) Employees with these signs or symptoms need to seek immediate medical attention.

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

- (a) Employees shall have easy access to cool, clean drinking water;
- (b) Caffeinated drinks should be avoided as they promote dehydration;
- (c) Mist busters will be deployed for dust suppression and aid in Employer comfort in earthworks zones;
- (d) Reduce physical activity/tasks where possible;
- (e) Rotation of Employees;
- (f) Work in cooler parts of the day;
- (g) Utilise Shaded areas;
- (h) Reduction of PPE, where permissible;

- (i) Wear light clothing under coveralls;
 - (j) Individuals should seek medical advice on the effect of medication being taken and communicate with the PCBU/First Aid Officer if they believe necessary;
 - (k) In addition, rest breaks as needed by an individual. Individuals should not be discouraged from taking needed rest breaks;
 - (l) It is expected mandated breaks of “smoko” and lunch be adhered to;
 - (m) Training – (addressed below).
- 15.17 **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.
- 15.18 **Incident Reporting** - All heat related incidents are to be reported in accordance with this policy:
- (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.
- 15.19 **Training** - Company and Employees on site will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. This training will be provided by Creative Safety Initiatives (CSI) or another agreed provider nominated by the Union.
- 15.20 First Aiders need to be specifically trained in responding to heat related incidences. Training shall be provided by a suitably qualified organisation.
- 15.21 **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;
- (a) Wear light coloured, long-sleeved collared shirts with a minimum UPF of 50+;
 - (b) Wear a broad brim hard hat attachment including neck flap
 - (c) Wear long trousers or shorts that go to the knee;
 - (d) Avoid heatstroke by ensuring clothing is lightweight, comfortable, well ventilated and does not restrict movement;
 - (e) Wear sunglasses that meet Australian Standards and are safe for driving;
 - (f) Apply a broad spectrum sunscreen with a minimum SPF of 30+ and lip balm;
 - (g) Use natural or portable shade where possible;
 - (h) New Employees at any site should be informed, trained and supervised in sun safe techniques;
 - (i) All Employees should have their skin checked regularly by a doctor, regardless of age;
 - (j) 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.

16. Mental Health and Wellbeing

- 16.1 The Company and Employees recognise that mental health issues have a significant impact on health and safety.
- 16.2 Suicide rates in the construction industry are higher than average and it is acknowledged that it is best practice to address the issue of mental health at the workplace.
- 16.3 The Company and Employees also recognise that following a serious incident personnel may suffer trauma.

- 16.4 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.

17. Employee Tools

17.1 Lock up for Tools:

- (a) 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.
- (b) Where an Employee is absent from work because of illness or accident and has advised the Company of their illness or absence the Company shall ensure that the Employee's tools are securely stored during his/her absence.

18. Mess / Change Shed

- 18.1 All sheds shall be weatherproof and soundly constructed to comply with the Construction Work Code of Practice July 2014.
- 18.2 Covered walkways will be in place between sheds, toilets and first aid facilities.
- 18.3 Mess Shed/s fitted with fly screens are provided for exclusive use of Employees and not for the storage of the Company's equipment, tools and materials.

19. First Aid (Operating Plant Unaccompanied)

- 19.1 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.
- 19.2 Every camp/depot will have a defibrillator or defibrillators available installed and maintained to relevant Australian Standards.

20. Access to Floors, Tower Cranes and Jumpforms

- 20.1 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 four (4) ordinary floors. (Above four (4) floors and below four (4) floors the Company must install a hoist or builder's lift.)
- 20.2 In the interest of the safety and wellbeing of tower crane crews, the height of the climb by the tower crane driver must be considered and as such climbs of 30 metres or more are to be avoided wherever possible. Where climbs of 30 metres or more are unavoidable, the crane crew shall be consulted, and as soon as reasonable and practical, hoist access is to be provided to limit climbs to 30 metres or less.
- 20.3 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.
- 20.4 At least every 6 months after the erection of a tower crane on site a full safety check will be undertaken by an industry recognised independent crane assessor and agreed by the Union.

21. Additional Training and Related Matters

- 21.1 This clause covers training matters that are agreed between the Parties.
- 21.2 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.
- 21.3 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.

Appendix 6: NSW County Boundaries

1.1 The County Boundaries for the purposes of clause 3.1 **Error! Reference source not found.** of Appendix 5: New South Wales are as follows:

1.2 **Boundary of the County of Cumberland**

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

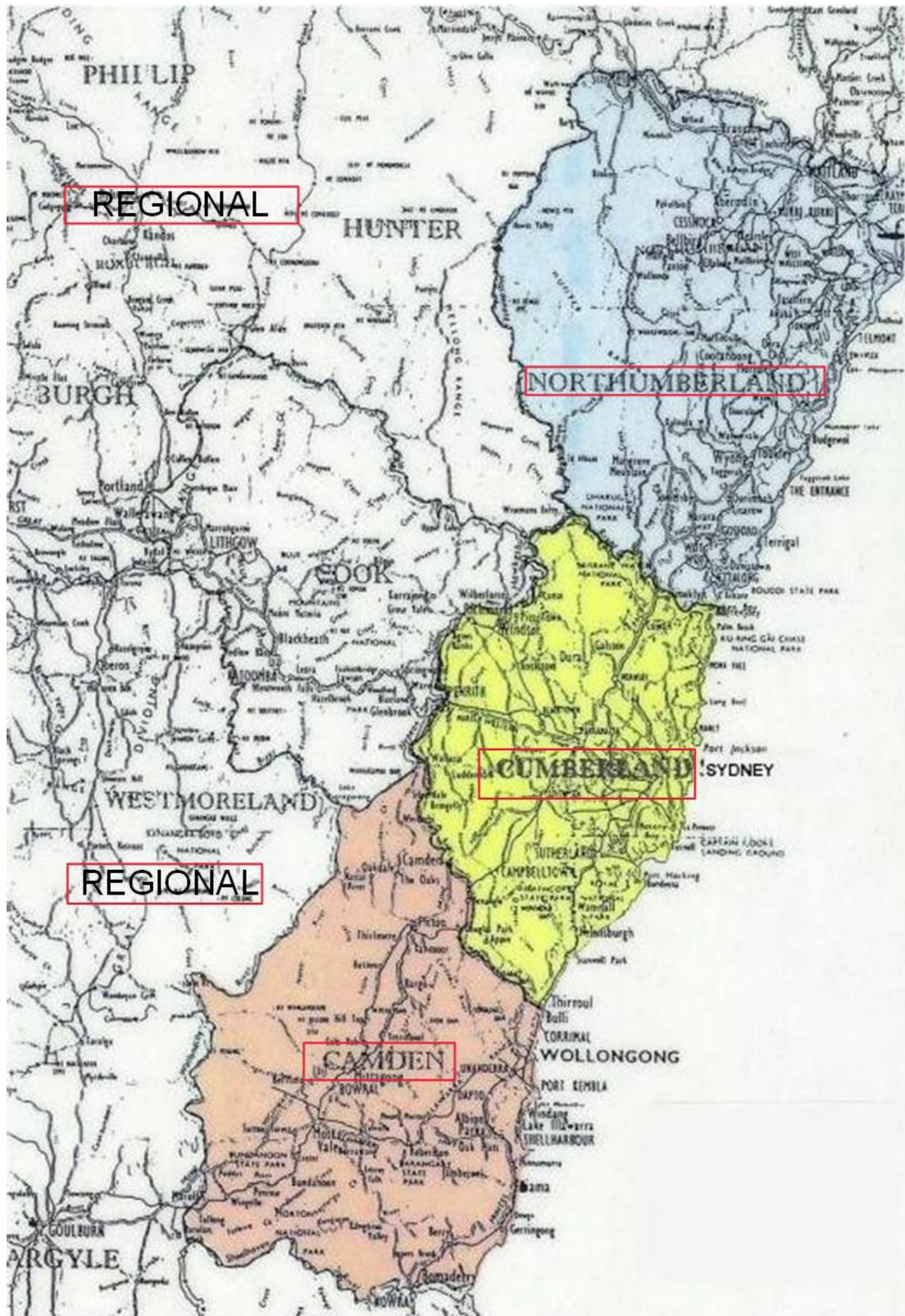
1.3 **Boundary of the County of Camden**

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

1.4 **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.

County Boundaries



Appendix 7: NSW Five Day Week - Monday to Friday Projects

This Appendix applies to Employees working on Company projects that are structured over a 5-day, Monday to Friday working week. If the project is varied to a standard working week (Monday to Sunday), Appendix 7 does not apply. 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

1.1 The provisions of Clause 7 of Appendix 5 apply.

2. Five Day Week: 10 Hour Break

2.1 Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had ten (10) consecutive hours off duty between the termination of the overtime and the commencement of the Employee's Ordinary Hours on the next day or shift.

2.2 In the event that an Employee agrees to a request from Company site management to resume or continue to work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

2.3 Where an Employee is released from duty in accordance with this clause the Employee will not suffer a loss of pay for ordinary working time occurring during such absence. Any such release from duty will not change the usual start and finish times for the working of ordinary hours.

3. Overtime

3.1 It is the intention of the Employer and Employees that excessive overtime will not be worked.

3.2 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 Employer 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.

3.3 Reflecting this intention, it is recognised that the Employer is not restricted as to the setting of daily hours within the 50-hour general standard.

3.4 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:

- (a) 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
- (b) the Employee's personal circumstances including any family responsibilities; or
- (c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; or
- (d) any other relevant matter.

4. Rostered Days Off

4.1 The provisions of clauses 8.1 - 8.10 of Appendix 5 apply with the following exceptions:

- (a) Projects will be fully operational on all RDOs not attached to a Designated 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 RDOs, with these RDOs able to be utilised in accordance with clause 8.3 of Appendix 5 of this Agreement, or any other Saturday of the Employees choosing.

5. Weekend Work

- 5.1 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:
 - (a) erection or dismantle of tower cranes;
 - (b) climbing of tower cranes;
 - (c) removal of jumpforms, or similar high-risk bespoke elements of work;
 - (d) service shutdowns involving external authorities; or
 - (e) connections to existing buildings.
- 5.2 Before the Company commences consultation regarding the requirement for weekend work, the Company must have approval from the appropriate Company representative. No work is authorised unless this approval is provided in writing.
- 5.3 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 seven (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 the EBR for Ordinary Hours for all hours worked.
- 5.4 If seven (7) days written notice is not provided by the Employer, then the affected Employees, shall be paid double time and a half of the EBR for Ordinary Hours. This will not apply for events outside the control of the Employer, where emergency work is required to be undertaken.
- 5.5 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, or in conjunction with annual leave, or as otherwise agreed by the Employee and the Company. Such agreement will not be unreasonably withheld.

Appendix 8: NSW Work on RDOs on Identified Projects

This Appendix applies to identified projects in accordance with clause 8.11 of Appendix 5. This Appendix applies in NSW only.

1. Identified Projects

- One Sydney Harbour Tower 1, Tower 2 and Tower 3
- Sydney Metro Martin Place Integrated Station Development
- Sydney Metro Martin Place Integrated Station Development – North Tower Over Station Development
- Sydney Metro Martin Place Integrated Station Development – South Tower Over Station Development
- Sydney Metro Victoria Cross Integrated Station Development
- Victoria Cross Over Station Development
- Liverpool Hospital
- Powerhouse Museum Parramatta
- HMAS Watson Redevelopment – Delivery Phase

(together, the Identified Projects).

2. Days Off 2024-2027

- 2.1 The provisions of Clauses 8.1 - 8.9(b) of Appendix 5 apply.
- 2.2 Where the Employer and Employee agree up to six (6) days RDOs in a twelve (12) 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.
- 3.1 The Company and its Employees may agree, where there is a need for genuine operational reasons, work may be carried out on Designated Shutdown Long Weekends if the Company first consults with and agrees about the need to carry out work with the majority of the Employees. As far as practical given operational requirements, the Company will give Employees at least seven (7) days' written notice of any such need for work to occur so as to ensure appropriate consultation. Such requirements must be based on genuine circumstances.
- 3.2 On Designated Shutdown Long Weekends, in addition to accrued entitlements, such work shall be paid for at double time and a half, plus the daily Travel Allowance and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.

4. Work on Scheduled RDOs on Identified Projects

- 4.1 In relation to Fixed RDOs not attached to a Designated Shutdown Long Weekend, these may be worked with the agreement of an Employee.
- 4.2 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:
- (a) the hours of work that will be worked by that Employee in the week of the Fixed RDO;
 - (b) the number of Fixed RDOs worked by the Employee within the previous six (6) weeks;
 - (c) the Employee's family responsibilities; and
 - (d) any other special circumstances peculiar to the Employee.
- 4.3 In addition to accrued entitlements, such work that is performed on any Fixed RDO that is not attached to a Designated Shutdown Long weekend shall be paid for at the applicable EBR for Ordinary Hours plus the daily Travel Allowance and any applicable allowances as prescribed by this Agreement.

Appendix 9: ACT Five Day Week - Monday to Friday Projects

This Appendix applies to Employees working on Company projects that are structured over a 5-day, Monday to Friday working week. If the project is varied to a standard working week (Monday to Sunday), Appendix 9 does not apply.

6. Hours of Work

6.1 The provisions of Clause 8 of Appendix 4 apply.

7. Five Day Week: 10 Hour Break

7.1 Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had ten (10) consecutive hours off duty between the termination of the overtime and the commencement of the Employee's Ordinary Hours on the next day or shift.

7.2 In the event that an Employee agrees to a request from Company site management to resume or continue to work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double ordinary time rates until the Employee is released from duty for such period.

7.3 Where an Employee is released from duty in accordance with this clause the Employee will not suffer a loss of pay for ordinary working time occurring during such absence. Any such release from duty will not change the usual start and finish times for the working of ordinary hours.

8. Overtime

8.1 It is the intention of the Employer and Employees that excessive overtime will not be worked.

8.2 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 Employer 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.

8.3 Reflecting this intention, it is recognised that the Employer is not restricted as to the setting of daily hours within the 50-hour general standard.

8.4 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:

- (a) 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
- (b) the Employee's personal circumstances including any family responsibilities; or
- (c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; or
- (d) any other relevant matter.

9. Rostered Days Off

9.1 The provisions of clauses 8.2 b),c), g),h),i),k),l) -8.3 of Appendix 4 apply for ACT with the following exceptions:

- (a) Projects will be fully operational on all RDOs not attached to a Designated Long Weekend (which include the Easter and Christmas shutdown periods).

- (b) Employees will be required to take up to thirteen 13 RDOs in a calendar year. In addition to the Designated RDOs, with these RDOs able to be utilised in accordance with clause 8.3 c) of Appendix 4 of this Agreement, or any other Saturday of the Employees choosing.

10. Weekend Work

- 10.1 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:
 - (a) erection or dismantle of tower cranes;
 - (b) climbing of tower cranes;
 - (c) removal of jumpforms, or similar high-risk bespoke elements of work;
 - (d) service shutdowns involving external authorities;
 - (e) connections to existing buildings;
 - (f) site establishment and addressing safety matters; or
 - (g) exceptional circumstances.
- 10.2 Before the Company commences consultation regarding the requirement for weekend work, the Company must have approval from the appropriate Company representative. No work is authorised unless this approval is provided in writing.
- 10.3 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 seven (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 the EBR for Ordinary Hours for all hours worked.
- 10.4 If seven (7) days written notice is not provided by the Employer, then the affected Employees, shall be paid double time and a half of the EBR for Ordinary Hours. This will not apply for events outside the control of the Employer, where emergency work is required to be undertaken.
- 10.5 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, or in conjunction with annual leave, or as otherwise agreed by the Employee and the Company. Such agreement will not be unreasonably withheld.

Appendix 10: ACT Rostered Day Off Calendar


January '24							February '24							March '24						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						


April '24							May '24							June '24						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

July '24							August '24							September '24						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

October '24							November '24							December '24						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Public Holiday
 36 hour week RDO
 Designated Long Weekend

 School Holiday

 38 hour week RDO

RDO Calendar 2025

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		




August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						


September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

 Public Holiday  36 hour week RDO  Designated Long Weekend

 School Holiday  38 hour week RDO

RDO Calendar 2026

January							February							March						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					
April							May							June						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
July							August							September						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													
October							November							December						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

Public Holiday
 36 hour week RDO
 Designated Long Weekend

38 hour week RDO

RDO Calendar 2027

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
31																				

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3						1			1	2	3	4	5	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

	Public Holiday		36 hour week RDO		38 hour week RDO		Designated Long Weekend
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RDO Calendar 2028

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5				1	2	3	4
2	3	4	5	6	7	8	6	7	8	9	10	11	12	5	6	7	8	9	10	11
9	10	11	12	13	14	15	13	14	15	16	17	18	19	12	13	14	15	16	17	18
16	17	18	19	20	21	22	20	21	22	23	24	25	26	19	20	21	22	23	24	25
23	24	25	26	27	28	29	27	28	29					26	27	28	29	30	31	
30	31																			

April							May							June							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
						1			1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		
30																					

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30

1	Public Holiday
36	36 hour week RDO
38	38 hour week RDO
12	Designated Long Weekend

Appendix 11: NSW Rostered Day Off Calendar

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
21	22	23	24	25	26	27
28	29	30	31			
February '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	21	22	23	24
25	26	27	28	29		
March '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	21	22	23
24	25	26	27	28	29	30
31						
April '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
21	22	23	24	25	26	27
28	29	30				
May '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	21	22	23	24	25
26	27	28	29	30	31	
June '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	21	22
23	24	25	26	27	28	29
30						
July '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
21	22	23	24	25	26	27
28	29	30	31			
August '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	21	22	23	24
25	26	27	28	29	30	31
September '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	21
22	23	24	25	26	27	28
29	30					
October '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	21	22	23	24	25	26
27	28	29	30	31		
November '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	21	22	23
24	25	26	27	28	29	30
December '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	21
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)

2025																				
January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

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

2026																				
January '26							February '26							March '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				
April '26							May '26							June '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
July '26							August '26							September '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
October '26							November '26							December '26						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

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

2027						
January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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