

**Exclusive Contracting (WA) Pty  
Ltd / CFMEU  
South Australia  
Enterprise Agreement 2023**

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## 1. INTRODUCTION

### 1.1 Title

This Agreement will be known as the *Exclusive Contracting (WA) Ltd Pty / CFMEU South Australia Enterprise Agreement 2023*.

### 1.2 Definitions

See Appendix 2 – Definitions.

### 1.3 Parties

The Parties covered by this Agreement are:

- (a) **Exclusive Contracting (WA) Pty Ltd** (the **Company**); and
- (b) Employees employed by the Company in the classifications set out in Appendix 1 – Wage Rates, engaged on Projects in South Australia excluding civil construction and metal and engineering construction or projects involving civil construction and/or metal and engineering construction as defined by the Award (the **Employee**); and
- (c) The Construction, Forestry, & Maritime, Employees Union (Construction and General Division) (the **Union**).

### 1.4 Objectives and Commitments

The objectives of Parties to this Agreement include:

- (a) to promote fair, cooperative and productive workplace relations in the building and construction industry;
- (b) to provide a detailed set of agreed employment benefits, conditions, rights and obligations;
- (c) to explore the potential for innovation and new technologies;
- (d) to consider any benefits of alternative hours of work;
- (e) to support the establishment of consultative bodies to consider the impact of climate change on the working conditions in the industry;
- (f) to establish practices that support opportunities for a diversified workforce;
- (g) to support the implementation of highest possible levels of WHS practices, procedures and training;
- (h) to ensure that fair and equitable employment practices are applied in the workplace;
- (i) to improve efficiency in the workplace;
- (j) to provide for the establishment and observance of an effective disputes settlement procedure that involves Employees and their representatives, when requested, at the earliest stage of any dispute or potential dispute.
- (k) Parties to this Agreement commit to ensuring:
  - i. the efficiency measures contained in this Agreement are implemented and lead to real gains

- in productivity;
- ii. the principles of industry modernisation are realised during the life of this Agreement;
- iii. productivity gains will not be achieved at the expense of health and safety standards;
- iv. the disputes settlement procedures provided herein are adhered to.

## 1.5 Application

Application of the Award and the NES:

- (a) Subject to sub-clause 1.5(b) below, this Agreement incorporates the terms and conditions contained in the *Building and Construction General Onsite Award 2020* (as amended from time to time) (the **Award**);
- (b) Where there is any inconsistency between the provisions of the Award and the provisions of this Agreement, the provisions of this Agreement will apply to the extent of the inconsistency; and
- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (the **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.

## 1.6 Duration of Agreement

- (a) This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission (**Commencement of Agreement**) and shall have a nominal expiry date of 30 June 2025 (**Nominal Expiry Date**).
- (b) 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.

## 1.7 Workplace Health & Safety

- (a) The Parties recognise the potentially hazardous nature of the construction industry. To this end, the Parties are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework which involves Parties participating in the promotion and protection of health and safety on Projects.
- (b) In meeting this commitment, the Parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. The agenda includes:
  - i. Measures designed to include the safe operation of plant and equipment;
  - ii. Training in relation to specific hazards, health and safety systems and site inductions;
  - iii. Management of occupational health and safety through a comprehensive approach that aims to control hazards at the source, reduce the incidence and costs of occupational injuries and illnesses; and
  - iv. Risk of fatigue.

## 1.8 First Nations People

- (a) The Company, Employees and the Union recognise the significance of First Nations People in the State of South Australia.
- (b) The Company will ensure that an acknowledgement of Traditional Owners of the Land will be made on every project. All Employees will receive cultural awareness information as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.
- (c) A 'Welcome to Country' ceremony may be arranged with the Traditional Owners to demonstrate the Company's commitment to the principles of social, restorative justice and cultural affirmation.

## 2. WAGES

### 2.1 Rates & Allowances

- (a) From Commencement of Agreement, the rates and allowances in Appendix 1 - Wage Rates, will apply;
- (b) Employees covered by this Agreement will be classified in accordance with the classification structure shown in Appendix 1 - Wage Rates;
- (c) An Employee's allocation to tasks and location of work will be at the Company's discretion considering operational requirements, for which an Employee will be paid the applicable rate of pay in Appendix 1 - Wage Rates.

### 2.2 Probationary Period

- (a) The first twelve (12) weeks of an Employee's employment with the Company will be considered a probationary period for both the Employee and the Company.
- (b) The probationary period does not apply to Casual Employees.
- (c) During the probationary period, either the Employee or the Company may terminate the employment by providing the applicable notice of termination set out in clause 6.9.

### 2.3 Wage Rate Structure

In order to maximise productivity the following productivity based wage rate structure will apply:

#### (a) Base Rate

- i. The Base Rate scheduled in Appendix 1 – Wage Rates of this Agreement is paid for all time actually worked and for which an entitlement to payment exists; including Annual Leave, Personal / Carer's Leave, Bereavement Leave and Jury Duty etc.
- ii. The Base Rate will also be paid when productive work is not possible due to Inclement Weather. This provision will be administered in accordance with clause 7.
- iii. The Base Rate is inclusive of the following Award prescribed entitlements (as amended from time to time):
  - A. Minimum classification rates;



- B. Follow the job loading;
- C. Industry Allowance;
- D. Tool Allowance; and
- E. Mobile cranes capacity adjustment.

**(b) Site Allowance**

- i. The Company provides the Site Allowance prescribed in this clause in compensation of disabilities associated with the work (except for Multistorey Allowance which is separately payable in accordance with the clause below). The Site Allowance provisions apply in lieu of special rates and allowances prescribed by the Award (clause 22 and 23 of the Award, except for Multistorey Allowance).
- ii. For Projects with a Project value of up to \$20 million, the Site Allowance is \$0.00.
- iii. For Projects with a Project value of over \$20 million, the Site Allowance is as set out in Appendix 1 – Wage Rates.
- iv. The Site Allowance in this Agreement is paid at a flat hourly rate for all time when work is being performed.
- v. The applicable Site Allowance will be paid to Employees on a Project in respect of works performed by the Company on that Project:
  - A. Up to the Company's contractual practical completion for the last separable portion of that Project, and
  - B. 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).

**(c) Multistorey Allowance**

- i. The Multistorey Allowance is paid at a flat hourly rate for all time when work is being performed.
- ii. 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:
  - A. Up to the Company's contractual practical completion for the last separable portion of that Project, and
  - B. 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).

iii. **Rates**

<b>Floor Level</b>	<b>Multistorey Allowance (per hour worked)</b>
From the commencement of building to 15th floor level	\$0.86
From the 16th floor level to 30th floor level	\$1.02
From the 31st floor level to 45th floor level	\$1.59
From the 46th floor level to the 60th floor level	\$2.06
From 61st floor level onward	\$2.52

A. The above rates are fixed.

iv. **Service cores**

A. All Employees employed on a service core at more than fifteen metres above the highest point of the main structure, where the Employee is physically isolated from the top deck and working in an enclosed space, shall be paid the multistorey rate appropriate for the main structure plus \$1.07 per hour worked for each 15 metres, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period (i.e. for this purpose the highest point of the main structure shall be regarded as though it were the ground in calculating the additional allowance).

B. Employees employed on a service core no higher than fifteen metres above the main structure shall be paid in accordance with the Multistorey Allowance prescribed herein.

C. Provided that any section of a service core exceeding fifteen metres above the highest point of the main structure shall be disregarded for the purpose of calculating the Multistorey Allowance application to the main structure.

D. This rate is fixed.

E. The Services Core Allowance is paid at a flat hourly rate for all time when work is being performed.

v. Except as provided in above, clause 23.3 of the Award shall apply.

(d) **Appropriate Contributions for Long Service Leave**

The Company will comply with all requirements of the relevant Long Service Leave legislation.

(e) **Daily Fares and Travel**

i. A Daily Fares and Travel Allowance will be paid in accordance with Appendix 1 (per day worked and RDO taken) .

ii. In addition, the Excess Fares and Travel Allowances provisions in 2.4(b) of this Agreement are to apply where appropriate.

iii. Other than where clause 2.4(b) applies, the travel time from an Employee's usual place of residence to the workplace and return will not be regarded as time worked for any purpose of

this Agreement and no travel time will be payable.

**(f) Overtime Meal Allowance**

- i. An Employee required to work at least 9.5 hours in a day (inclusive of time worked for accrual purposes) shall be paid an Overtime Meal Allowance in accordance with Appendix 1 of this Agreement.
- ii. At the end of each financial year, on request, the Company will provide Employees with information regarding the cumulative Overtime Meal Allowance payments (total number and dollar value) received for that financial year.

**2.4 Additional Allowances**

In addition, the following allowances may be paid to Employees:

**(a) Responsibility Allowance**

- i. The below Responsibility Allowance is in satisfaction of the Leading Hand Allowance under the Award, clause 19.2 and First Aid Allowance under the Award, clause 23.6.
- ii. Responsibility Allowance will be paid to Employees in appointed roles, including Leading Hand, First Aid attendant, Elected Health and Safety Representative and Elected Employee Representative / Union Delegate, in recognition of the management of specific responsibilities or the co-ordination and direction of a number of other Employees on a specific Project. The allowance will be paid in accordance with the following table:

<b>Responsibility Level</b>	<b>Numbers of Employees being coordinated and directed</b>	<b>Responsibility Allowance to be added to the Base Rate (flat rate)</b>
1	1	\$0.50 per hour
2	2-5	\$1.40 per hour
3	6-10	\$1.80 per hour
4	11 +	\$2.30 per hour

- iii. These rates will remain fixed.
- iv. The Responsibility Allowance is paid at a flat hourly rate for all time when work is being performed.
- v. An Employee with more than one responsibility is only entitled to one (1) allowance.
- vi. For clarity, there is no additional payment for an Employee who is in charge of plant in accordance with clause 23.9 of the Award.

**(b) Excess Fares and Travel Allowance Adelaide Metropolitan Areas**

- i. Where a Project is situated more than 50 km radial distance from the applicable GPO, and the Employee's home lies within a 50 km radius of this same Post Office, the Employee will be entitled to:
  - A. Reimbursement of fares or car running expenses at the rate of \$0.50 per km for the actual distance travelled on the most practical access road between the Project and the intersection within the 50 km radial boundary from the applicable GPO. This applies

to the Employee's journeys to and from work; and

- B. Travel time for the journeys to and from the Project to the intersection with the 50 km radial boundary, taken to the next 1/4 hour, with a minimum daily payment of 1/2 hour - paid at Base Rate.

- ii. The above rate for car running expenses will remain fixed for the duration of this Agreement.

**(c) Country Areas**

- i. Where a Project is situated more than 50 km radial distance from a country town Post Office, and the Employee's home lies within a 50 km radius of this same Post Office, the Employee will be entitled to:

- A. Reimbursement of fares or car running expenses at the rate of \$0.50 per km for the actual distance travelled on the most practical access road between the Project and the intersection within the 50 km radial from the country town Post Office. This applies to the Employee's journeys to and from work; and

- B. Travel time for the journeys to and from the Project to the intersection with the 50 km radial, taken to the next 1/2 hour, with a minimum daily payment of 1/2 hour - paid at Base Rate.

- ii. The above rate for car running expenses will remain fixed for the duration of this Agreement.

**2.5 Travel for Training or Other Company Requirements**

- (a) If an Employee is requested to relocate from the workplace for training and/or Company requirements, they will be entitled to car running expenses at \$0.78 per km where the Employee uses their own vehicle. This rate will be fixed for the duration of the Agreement.
- (b) The above reimbursement of fares or car running expenses are not payable where the Company provides or offers the Employee a vehicle or transport to travel to and from an Employees place of work free of charge.

**2.6 Distant Work Provisions**

- (a) The intent of this clause is to manage Projects in a way which will provide continuity of employment for all Employees.
- (b) Prior to the commencement of Distant Work the Consultative Committee will consult on arrangements in relation to the timing and pattern of Working Days, recreational breaks and travel entitlements.

**(c) Living Away From Home Allowance**

- i. All rates in this clause will remain fixed for the duration of this Agreement.

- ii. 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 Employees' usual place of residence that the Employee cannot reasonably return to that place each night 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 2.6(c)iii hereof an Employee is regarded as bound by the statement of the Employees' address and no entitlement shall exist if unknowingly to the Company the Employee wilfully and without duress made a false statement in relation to the above.

iii. Employee's address

A. The Company shall require and the applicant / Employee 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 the Award, in persuading the prospective 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 an 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 9.1– Dispute Settling Procedure of this Agreement.

G. The Company shall not in any way attempt to influence or persuade an Employee to provide a false address for the purposes of this clause.

iv. Entitlement

A. Where an Employee qualifies under 2.6(c)ii hereof the Company shall:

I. from commencement of this Agreement pay an allowance of \$750.00 per week of seven 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 \$150.00 per day;

II. 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 9.1 – Dispute Settling Procedure of this Agreement. In addition, \$12.00 shall be paid for each night the Employee is required to be away from home; or

III. provide the Employee with reasonable board and lodging (reasonable board and lodging shall mean lodging in a well kept establishment with three 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).

**(d) 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 any of the allowances prescribed by clauses 2.3(e) (Daily Fares and Travel), 2.4(b) (Excess Fares and Travel Allowance Adelaide Metropolitan Areas) and 2.4(c) (Country Areas) of this Agreement for the period occupied in travelling from the Employee's usual place of residence to the distant job, but in lieu thereof shall be paid:

**i. Forward journey**

- A. The time spent in travelling, at the Base Rate 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).
- B. 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.
- C. Any meals incurred while travelling at the rate of Meal Allowance as stipulated at clause 2.3(f) of the Agreement.
- D. 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.

**ii. Return journey**

- A. An Employee shall, for the return journey, receive the same time, fares and meal payments as provided in clause 2.6(d)(i) hereof, 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. Subject to further order this allowance shall not be payable to Employees engaged on weekly hire.
- B. Provided that the above return journey payments shall not be paid if the Employee terminates or discontinues employment within two (2) months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

**iii. Departure point**

- A. 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.

**iv. Daily Fares Allowance**

- A. 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 by clause 2.3(e) of this Agreement.

v. **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 Employees intention to return to the Employees 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 2.6(d)v.A hereof shall not apply to an Employee who is receiving the payment prescribed in clause 2.6(c)iv.A.I hereof 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 2.6(c)iv.A.I hereof shall be made.

vi. **Alternative paid day off procedure**

- A. If the Company and the Employee so agree in writing, the paid rostered day off as prescribed in clause 4.2 - Rostered Days Off of this Agreement, may be taken, and paid for at the end of the Project, or on termination whichever comes first.

(e) **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.

(f) **New Employees - Local Engagement**

New Employees on Distant Work, whose normal place of residence is not deemed as Distant Work as prescribed in this Agreement, will not be entitled to receive Living Away From Home Allowance or be eligible for Distant Work provisions. The Company will not exercise any influence, for the purpose of avoiding its obligations under the Agreement, in persuading the prospective Employee to insert a false address.

(g) **Other Award Conditions to Apply**

All other Award provisions of clause 25 - Living Away From Home – Distant Work apply within South Australia.

## 2.7 **Payment of Wages**

- (a) Payment of wages to Employees will be weekly by electronic funds transfer to each Employee's nominated financial institution account(s).
- (b) The pay week will commence on Monday and conclude on Sunday of each week, with bank transfers to be effected by midday on the following Thursday for that pay week. Pay slips will be distributed each Friday for that pay week.

### **Pay slips**

- (c) The following 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/pay slip;
- vi. Details of the number of ordinary hours worked;
- vii. Details of the number of overtime hours worked;
- viii. The Ordinary hourly rate 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, annual leave and personal/carer's leave; and
- xiv. Details of an Employee's superannuation contributions.

### **3. EMPLOYMENT BENEFITS PACKAGE**

#### **3.1 Industry Fund Compliance**

- (a) The Company shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes Incolink and Cbus.
- (b) It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme/s to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- (c) On commencement, and in accordance with fund procedures, the Company shall register the Employee/s with the relevant industry funds. These are CBUS for superannuation and Incolink for severance pay and income protection insurance.
- (d) It is a specific requirement that the Company shall ensure that all payments 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.



- (e) 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 Employee, or their representative if requested by the Employee, all relevant information to assist in resolving any concerns.
- (f) Failure to Make Payments to Industry Funds etc
  - i. If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with **clause 3** the following process will apply:
    - A. the person or their representative must notify the Company in writing of the alleged non compliance and what must be done to remedy it;
    - B. the Parties must consult in good faith in an effort to resolve the matter;
  - ii. Any disputes related to this clause shall be dealt with via the disputes procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable

### 3.2 Superannuation

- (a) The Company will make superannuation contributions to a fund of the Employee's choice (provided that the fund offers a MySuper product). If the Employee does not choose a fund, then by default the Employee will remain (or become) a member of the Construction and Building Unions Superannuation Scheme (**Cbus**).
- (b) Company contributions to an Employee's superannuation fund will be as per Appendix 1.
- (c) Employees may also make personal contributions to their selected fund by wage sacrifice from pre-tax earnings.
- (d) 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.
- (e) 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.
- (f) In all cases, the Company contribution will meet minimum statutory requirements so as to avoid liability to pay the superannuation guarantee charge under the *Superannuation Guarantee Charge Act 1992* in relation to the Employee. Company contributions to an Employee's superannuation fund will be (in accordance with the applicable superannuation legislation) as prescribed in Appendix 1 of this Agreement.

### 3.3 Redundancy

- (a) An Employee is entitled to access his/her redundancy payments when they cease to be employed by the Company. The amount of the redundancy payment shall be whichever is the greater of the entitlement due under the Parent Award as in force from time to time or the entitlement of the Employee under the Nominated Redundancy Fund trust deed (or under the constituting documents of any fund nominated by Incolink under this clause).

Note that the industry-specific redundancy scheme prescribed by the Parent Award as in force from time to time is expressly incorporated into this Agreement.

(b) Incolink Redundancy Contributions

- i. The Company is, and will 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 or an equivalent approved worker entitlement fund that is administered and/or managed by Incolink (collectively the "Nominated Redundancy Fund"), and all the employees of the Company within the scope of 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.
- ii. The Company shall pay contributions to the Nominated Redundancy Fund on behalf of each employee (other than apprentices) on a weekly basis in accordance with the Trust Deed. If Incolink nominates any other fund under **clause 3.3(b)(iv)** the Company shall pay contributions to that fund on behalf of each employee on a weekly basis and in accordance with the constituting documents of that other fund. The weekly contribution rates will be as per Appendix 1.
- iii. The liability of the Company to pay redundancy payments to an Employee under this clause will be met by the making of the contributions on behalf of each Employee required as a member of the Nominated Redundancy Fund, or by another fund nominated by Incolink under **clause 3.3(b)(iv)**.
- iv. References in this clause to "Nominated Redundancy Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purpose of this Agreement as a fund which supersedes the Incolink Number 5 Fund.

### 3.4 Income Protection and Journey Insurance

- (a) The Company is, and will remain during the life of this Agreement, a participating employer in the Nominated Redundancy Fund (or other redundancy fund of which Incolink is a trustee) and an employer member of IPT Agency Co Ltd. IPT Agency Co Ltd administers the insurance schemes covering income protection and journey accidents (Accident and Illness Benedits Insurance Scheme).
- (b) The Company shall pay contributions to IPT Agency Co Ltd on behalf of each Employee, on a monthly basis, in accordance with the Constitution and By-laws of IPT Agency Co Ltd.
- (c) Pursuant to the Accident and Illness Benefits Insurance Schemes, an employee of the Company employed within the scope of this Agreement will:
  - i. **(Income Protection)** receive defined weekly payments available from Incolink as outlined in Appendix 1 in the event of an extended work absence arising from any personal illness or injury that occurs at the time the employee is an employee of the Company.
  - ii. **(Journey Accidents)** receive payments in accordance with the terms of the insurance policy for the duration of the Employee's absence (the full and precise conditions of this cover will be in accordance with the terms of the insurance policy and is available from Incolink) if:
    - A. the absence is because the Employee is unable to work due to injuries resulting from any accident incurred during journey between the Employee's residence and the workplace, that occurs at the time the Employee is an employee of the Company; and
    - B. all such absences are supported by certification of a duly authorized medical practitioner

and indicating the causal nexus between the travel to and from work and the Employee's inability to attend for work.

3.5 The Company will make a weekly contribution to the Nominated Redundancy Fund (or other fund of which Incolink is Trustee and nominated by it to receive the contribution) for the purpose of funding and/or sponsoring activities (at the determination of the Trustee of the said fund) that support the welfare of all Employees and their families in the Building and Construction industry. This contribution is calculated based on the number of Employees employed by the Company at the rate of \$0.95 per Employee, per week.

## 4. HOURS OF WORK

### 4.1 Ordinary Hours of Work

- (a) The ordinary hours of work shall be 36 per week (7.2 hours per day), worked between the hours of 6 a.m. and 6 p.m. Monday to Friday. The ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive with eight (8) hours worked on each of nine days within the cycle and with 0.8 of an hour on each of those days accruing toward the tenth day, which shall be taken as a paid day off. The tenth day will be known as the Rostered Day Off (**RDO**).
- (b) In order to manage fatigue the maximum number of hours worked on site by any Employee will usually not be more than 56 hours per week (which may be, for example no more than ten (10) hours per day Monday to Thursday, and eight (8) hours on Friday and Saturday).
- (c) It is the intention of the Company and Employees that excessive overtime will not be worked.
- (d) To this end the general standard of weekly hours will usually not be more than 56 per week for an individual Employee, provided that the aforesaid 'usual weekly hours' may by Agreement be exceeded from time to time to meet the needs of the Project, or a specific task on a Project.

### 4.2 Rostered Days Off (RDO)

- (a) Up to 26 RDOs will be accrued by an Employee in each 12 months continuous service. An Employee shall be entitled to take 26 RDOs in each 12 months continuous service.
- (b) The Company will generally observe the indicative Rostered Days Off Calendar as per Appendix 3, however, nothing in Appendix 3 is intended to impose a limit on the ability of the Company to determine with its Employees when and where work can be performed to meet operational requirements or otherwise limit the Company's right to manage its business and improve productivity.

### 4.3 Work on RDOs

#### Circumstances

- (a) Work may take place on a scheduled RDO or on any substituted day where it is required by the Company and such work is necessary to meet operational requirements, manage its business and/or improve productivity. Examples of when work may take place include, but are not limited to, the following:
  - i. to allow other Employees to be employed productively, to carry out out-of-hours maintenance;  
or

- ii. because of unforeseen delays to a particular Project or a section of it; or
  - iii. for other reasons arising from unforeseen or emergency circumstances on a Project.
- (b) Such requirement must be based on genuine circumstances.
- (c) For the avoidance of doubt, unforeseen or emergency circumstances include, but are not limited to: excessive periods of Inclement Weather, matters not necessarily the fault of the Company which has led to the Project being delayed or behind schedule, the requirement to meet the Company's work program and unexpected delays in the Project due to scheduling of other works or supply of materials, or work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

#### Procedure

- (d) Where the Company wants an Employee or Employees to work an RDO, the following process shall be followed:
- i. The Company shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump forms, operational circumstances that require work on that day; and
  - ii. The Company must consult with the affected Employee(s); and
  - iii. Provide affected Employee(s) the opportunity to notify the Union using the form provided for in Appendix 4 other chosen representative(s) in writing (fax/email) prior to the RDO that work is scheduled to be performed.
- (e) The Company is committed to providing as much notice as is reasonably practicable of a requirement to work. Wherever possible, the process outlined above will occur at least nine (9) calendar days prior to the RDO in question.
- (f) An Employee may refuse to work on a scheduled 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 scheduled RDO;
  - ii. the number of scheduled RDOs worked by the Employee within the previous six (6) weeks;
  - iii. the Employee's family responsibilities; and
  - iv. any other special circumstances particular to the Employee.

#### Applicable Rates for Work on Scheduled RDOs

##### **(g) 36hr RDO**

- i. An Employee required to work on a 36hr RDO as defined in Appendix 3 who has been consulted in accordance with the above Procedure, in addition to accrued entitlements, will be paid at the ordinary hourly rate prescribed in this Agreement for the Employee's classification.
- ii. An Employee required to work who has not been consulted in accordance with the Procedure, in addition to accrued entitlements, will be paid double time.

**(h) Industry RDO**

- i. An Employee required to work on an Industry RDO as defined in Appendix 3 in addition to accrued entitlements, will be paid double time.
- (i) The rate of pay for RDOs will be the current rate applying at the time of taking the accumulated RDO, and will also include the Daily Fares and Travel Allowance, and any applicable Site Allowance as prescribed by this Agreement.
- (j) On termination of employment an Employee will be paid at their current wage rate for any untaken accrued RDO entitlements credited to the Employee.

**4.4 Banking of RDOs**

- (a) Where the Company and an Employee agree, up to five (5) RDOs may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed.
- (b) Details of such banked RDOs will be entered on to each Employee's employment records.
- (c) Where there is a dispute in relation to the operation of this sub-clause and it is unable to be resolved at the workplace level, the matter will be determined in accordance with clause 9.1 Dispute Settling Procedure.

**4.5 Alternate RDOs**

- (a) Where the Company and an Employee at a Project agree, another day may be substituted for the scheduled RDO.
- (b) Wherever possible, such agreement will take place five (5) Working Days prior to the change being implemented.
- (c) Where there is a dispute in relation to an alternate RDO and it is unable to be resolved at the workplace level, the matter may be determined in accordance with clause 9.1- Dispute Settling Procedure of this Agreement.

**4.6 Meal Break**

- (a) Except as provided for in 4.6(d) there will be a cessation of work for the purpose of a meal on each day of not less than 30 minutes to be taken no later than six (6) hours after the commencement of work.
- (b) It is recognised that Project operations will be enhanced by staggering meal breaks to enable work to continue, or to facilitate the efficient movement of people or materials.
- (c) The Parties agree that the taking of meal breaks by Employees may be staggered between the hours of 12.00 noon and 1.00 pm.
- (d) An Employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined Rest Period/Meal/Crib Break after four (4) hours work, such time to be paid at double ordinary time rates, with a further 20 minute Crib break to be paid at double ordinary time rates if the overtime continues past eight (8) hours worked.
- (e) In the case of overtime work being cancelled by the Company at the end of the four (4) hour minimum or any time thereafter, Employees will, in addition to the payments as prescribed for hours worked, be paid for the 30 minutes combined Crib/Meal/Rest Period if not already taken.
- (f) If work proceeds beyond the four (4) hours minimum then Employees will be paid for all time so

worked.

#### 4.7 Wash Time

The Company shall provide sufficient facilities for washing and five (5) minutes shall be allowed before lunch and before finishing time to enable Employees to wash and put away gear.

#### 4.8 Working with Toxic Materials

Where an Employee is using toxic materials and such work continues to the Employee's meal break the Employee shall be entitled to take washing time of ten (10) minutes immediately prior to the meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day, washing time of ten (10) minutes shall be granted. The washing time break or breaks shall be counted as time worked.

#### 4.9 Crib Time

- (a) An Employee shall be allowed a paid rest period of ten (10) minutes between 9 a.m. and 11 a.m.
- (b) Where an Employee is required to work more than two (2) hours overtime after the usual ceasing time of the day or shift they shall be allowed a 20 minute rest break prior to commencing overtime, paid at ordinary time rates. Employees who take payment in lieu of stopping work for this break will be regarded as having worked a further 20 minutes and shall be paid at overtime rates. For clarity, this sub-clause replaces the entitlement with respect to the first paid crib time under clause 18.3 (b) of the Award.

#### 4.10 Overtime

- (a) Except as provided for in 4.10(b) below, the provisions of clause 29 of the Award shall apply.
- (b) Time worked beyond an Employee's ordinary hours of work from Monday to Friday (inclusive of time worked for accrual purposes), must be paid for at the rate of double time.

#### 4.11 Requirement to Work Reasonable Overtime

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

#### 4.12 Weekend Work

##### (a) Saturday Work

Overtime work on Saturday will be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday will be paid for

at the rate of double time. An Employee required to work overtime on a Saturday will be afforded at least three (3) hours work or paid for three (3) hours at the appropriate rate.

**(b) Sunday Work**

All time worked on Sundays will be paid for at the rate of double time. An Employee required to work overtime on a Sunday will be afforded at least four (4) hours work or paid four (4) hours at the appropriate rate.

**(c) Sunday Flex-Time Arrangement**

As agreed between the Company and Employee, time worked on a Sunday may be paid either the double time penalty rate or at the Base Rate of pay with the equivalent Base Rate hours being allocated to a separate bank to be taken as time off in lieu at a mutually agreed time.

An Employees Sunday Flex-Time bank must never exceed 40 hours and must be returned to zero by 31 December each year. Any residual balance will be paid out.

Payment for days taken under the Sunday Flex-Time arrangement will be paid at the applicable Base Rate at the time of taking the Sunday Flex-Time Day.

**4.13 Shift Work**

The provisions of clause 17 of the Award shall apply.

**(a) Notification of Shift Work**

Employees will be given at least five (5) Working Days' notice of a requirement to work shift work apart from exceptional, unforeseen, or emergency circumstances. In such cases, all attempts will be made to advise affected Employees at least 48 hours before the commencement of shift work. The personal circumstances of Employees shall be taken into account when scheduling this work. An employee's right to refuse working shift work as a result of only 48 hours' notice will be respected by the Company.

**(b) Alteration to Shift Hours**

Notice of alteration to shift hours shall be given to affected Employees as far in advance as possible. At least 48 hours' notice shall be given in all cases apart from exceptional, unforeseen, or emergency circumstances where notice of alteration to shift hours shall be given no later than finishing time of the previous shift.

Note: for the purpose of the additional week of annual leave provided by the NES, a shift worker means a continuous shift worker as defined in the Award.

**4.14 Public Holiday Work**

(a) Public holiday entitlements are provided for in the NES.

(b) The Company and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(c) The Company and an Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

(d) All time worked on a Public Holiday will be paid for at the rate of double time and one half of the Base Rate.

**4.15 Higher Duties**

An Employee engaged for more than two (2) hours, during one day on duties carrying a higher rate than the Employee's ordinary classification, must be paid the higher rate for the whole day.



Otherwise, the Employee must be paid the higher rate for the time so worked.

#### 4.16 Industry Picnic Day

The Parties agree that Building Industry Picnic Day will apply during the life of this Agreement in accordance with the following:

- (a) The first Monday in December of each year shall be the Building Industry Picnic Day;
- (b) All Employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay; Employees will provide their purchased ticket as proof of attendance.
- (c) Any Employee required to work on this day shall be paid at the rate of double time and a half; provided that an Employee who attends for work as required on this day shall be paid for not less than four (4) hours' work.

#### 4.17 Rest Period after Overtime

- (a) 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 work on the next day or shift.
- (b) In the event that an Employee agrees to a request from management to resume or continue to work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double Base Rate until the Employee is released from duty for such period.
- (c) In no circumstance will an Employee resume work having had less than eight (8) hours continuous break.

## 5. LEAVE

### 5.1 Annual Leave

- (a) Employees are entitled to annual leave in accordance with the National Employment Standards (otherwise referred to in this Agreement as the NES).
- (b) Annual leave accrues at a rate of 4 weeks (at 7.2 hours per day) for each year of service or 5 weeks (at 7.2 hours per day) days for each year of service if the Employee is a continuous shiftworker. A continuous shiftworker, is an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.
- (c) A part time Employee will accrue this entitlement on a pro-rata basis.
- (d) The balance of an Employee's accrued entitlements should be taken at mutually convenient times and managed in a way that limits the accrued annual leave to no more than six (6) weeks.
- (e) The Company will generally close-down Projects for a defined period over the Christmas - New Year period and will require Employees to take annual leave at this time. Employees will be notified of this period at least one (1) month prior to the close-down.
- (f) In the event Employees are required to work through the normal Christmas – New Year period, Agreement will be reached on an alternate break that achieves a meaningful period of holiday.
- (g) Where an Employee has accrued more than eight (8) weeks' annual leave, the excessive annual



leave provisions of the Award will apply.

- (h) Where an Employee wishes to cash out annual leave, this will be permitted in accordance with clause 31.5 of the Award. Under the Award, this includes the following provisions:
  - i. The payment in respect of the cashing out, must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made;
  - ii. An Agreement to cash out annual leave must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;
  - iii. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks; and
  - iv. Each cashing out of a particular amount of paid annual leave must be by a separate Agreement in writing between the Employee and the Company.
- (i) During a period of annual leave an Employee will receive in addition to their Base Rate of pay and Daily Fares and Travel Allowance, a loading of 17.5% calculated on the Employee's normal Base Rate of pay and the Daily Fares and Travel allowance where applicable. The loading prescribed above will also apply to the payment of annual leave on termination of employment (where applicable).

## 5.2 Personal / Carer's Leave

- (a) Employees are entitled to personal/carer's leave (including sick leave) in accordance with the NES.
- (b) Employees (other than Casual Employees) will accrue ten (10) days' (at 7.2 hours per day) personal/carer's leave entitlement per annum. Paid personal/carer's leave is cumulative.
- (c) An Employee (other than a Casual Employee) is entitled to paid personal/carer's leave if the Employee:
  - i. Is unable to work due to personal illness or injury; or
  - ii. Is required to provide care or support to a member of the Employee's Immediate Family; or
  - iii. Is required to provide care or support to a member of the Employee's household because of personal illness, injury or an unexpected emergency.
- (d) The Employee must provide notice to the Company as soon as reasonably practicable that they are seeking to take personal/carer's leave.
- (e) In accordance with the NES, the Employee, on request by the Company, must provide satisfactory documentary evidence confirming the need to take such leave, which will be a doctor's certificate unless it was impracticable to obtain one, in which case the Employee must provide a statutory declaration to the satisfaction of the Company.
- (f) If a terminated Employee is re-engaged by the Company within a period of six (6) months, the Employee's unused personal/carer's leave from the previous engagement will continue from the date of re-engagement.

## 5.3 Unpaid Carer's Leave

- (a) Employees who have exhausted their entitlement to paid personal/carer's leave, and Casual Employees, are entitled to a period of up to two (2) days' unpaid carer's leave for each occasion that an Immediate Family member or other member of the Employee's household requires care or

support because of an illness, injury or unexpected emergency.

- (b) The Employee must provide notice to the Company as soon as reasonably practicable that they are seeking to take unpaid carer's leave. In accordance with the NES, the Employee must, on request by the Company, provide documentary evidence confirming the need to take such leave.

#### 5.4 Parental Leave and Dad and Partner Pay

##### Parental Leave

- (a) Parental Leave shall be in accordance with the NES including that after 12 months of continuous employment, an Employee may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.

##### Paid Parental Leave

- (b) In addition, if the Employee is entitled to paid parental leave under the *Paid Parental Leave Act 2010* (Cth) (PPL Act) as the primary carer of the child:
  - i. The Company will provide 18 weeks' paid parental leave for part of the 52 weeks' of unpaid leave as outlined in **clause 5.4 (a)** above; and
  - ii. The payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for an 18 week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the *Building and Construction General On-site Award 2020* as varied from time to time applicable to their classification.
- (c) In accordance with section 22 of the Fair Work Act, unpaid leave does not count as continuous service, however, it does not break service.

##### Dad and Partner Pay

- (d) If the Employee is entitled to dad and partner pay under the PPL Act, the Company will provide 2 weeks' paid leave in accordance with this clause.
- (e) The payment will be the equivalent to the difference between the Employee's entitlement to dad and partner pay, for a 2-week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by clause 19.1(a) of the *Building and Construction General On-site Award 2020* as varied from time to time applicable to their classification.

#### 5.5 Compassionate Leave

- (a) Employees are entitled to compassionate leave in accordance with the NES.
- (b) An Employee is entitled to a period of two (2) days of compassionate leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.
- (c) Upon request by the Company, the Employee must provide documentary evidence confirming the

need to take such leave.

## 5.6 Jury Service

- (a) Subject to this clause, Employees are entitled to leave and payment for jury service in accordance with the NES.
- (b) An Employee (other than a Casual Employee) called for jury service during ordinary working hours will be reimbursed by the Company their Base Rate of pay for their ordinary hours of work in the period up to a maximum of ten (10) days' pay subject to the *Juries Act 1927* (SA).
- (c) The Employee will provide the Company with proof of attendance, duration of attendance and amount received in respect thereof.

## 5.7 Workers' Compensation

- (a) Worker's Compensation management will be in accordance with applicable worker's compensation legislation. Employees will continue to receive contributions to redundancy, superannuation, annual leave and long service leave benefits whilst on Worker's Compensation while the Employee remains employed by the Company. Superannuation contributions will be made up to a maximum 52 weeks.
- (b) The Accident Pay provisions of clause 27 of the Award shall apply.

## 5.8 Family and Domestic Violence Leave

### Definition

- (a) For the purposes of this clause, family violence is:
  - i. behaviour by a person towards a family member of that person if that behaviour:
    - 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
  - ii. 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 5.8(a)i above.
- (b) For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means:
  - i. a person who is, or has been, the relevant person's spouse or domestic partner; or
  - ii. a person who has, or has had, an intimate personal relationship with the relevant person; or
  - iii. a person who is, or has been, a relative of the relevant person; or

- iv. a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or
  - v. a child of a person who has, or has had, an intimate personal relationship with the relevant person.
- (c) For the purposes of clauses 5.8(b)ii and 5.8(b)v a relationship may be an intimate personal relationship whether or not it is sexual in nature.

### **Confidentiality**

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

### **Leave**

- (e) An Employee who is subject to family violence will have access to ten (10) days per year of paid family violence leave paid at the Base Rate 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.
- (f) Family 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.
- (g) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- (h) In addition, the Company may require the Employee to produce evidence to support the need for family 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.
- (i) For the avoidance of doubt, family violence leave does not accumulate from year to year and is not paid out on termination of employment.

## **6. CONTRACT OF EMPLOYMENT**

### **6.1 Daily Hire**

- (a) With the exception of Casual Employees, Part Time Employees and any Employees engaged explicitly on a weekly hire basis; all Employees covered by this Agreement shall be engaged as daily hire Employees in accordance with clause 9 of the Award.

### **6.2 Casual Employees**

- (a) A Casual Employee employed by the Company will be paid for all hours worked, at the hourly rates prescribed in Appendix 1 plus a loading of 25 percent which shall be in lieu of all annual leave, paid personal/carer's leave, paid community service leave, notice of termination and public holidays not worked.
- (b) A Casual Employee required to work overtime or weekend work, will be entitled to the relevant penalty rates prescribed in the Award.
- (c) A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement for a period of greater than 12 weeks of continuous service shall thereafter have the right to request to have his or her contract of employment converted to permanent employment (full-time or part-time) if the

employment is to continue beyond the conversion process.

### 6.3 Part time employment

- (a) An Employee may be employed to work ordinary hours on a part-time basis on any of the days Monday to Friday, and any such arrangement will be agreed by the Company and the Employee prior to commencement.
- (b) The actual ordinary hours of part-time work will be arranged or varied as applicable by mutual Agreement between the Company and the Employee. Hours worked in excess of or outside of the agreed hours will be treated as overtime
- (c) Part time employees accrue entitlements on a pro rata basis.
- (d) Where a part-time Employee usually works on a day of the week on which a Public Holiday occurs and the Employee is not required to work on that day payment will be made for the hours the Employee would have usually worked on that day.

### 6.4 Flexible Working Arrangement

- (a) The Parties recognise the importance of flexible working arrangements and the right of Employees to make requests under section 65 of the Fair Work Act for flexible working arrangements. An Employee may request a flexible working arrangement if any of the following circumstances apply to the Employee:
  - i. the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - ii. the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
  - iii. the Employee has a disability;
  - iv. the Employee is 55 or older;
  - v. the Employee is experiencing violence from a member of the Employee's family;
  - vi. the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family;
- (b) For the avoidance of doubt, this Agreement permits an Employee as described clause 6.4(a) for the life of this Agreement to request to work less than 36 ordinary hours per week and accrue applicable entitlements on a prorata basis.
- (c) The Company and the Employee must agree on the part-time ordinary hours of work, provided that the ordinary hours of work for any part-time Employee will be a maximum of eight (8) hours per day, Monday to Friday. The ordinary hours of work will be as agreed between the Company and the part-time Employee, provided that such hours must be less than 36 hours per week averaged over a two week period. Any additional hours may be worked from time to time by Agreement only.
- (d) The RDO system prescribed by clause 4.2 will only apply to a part-time Employee on a pro rata basis. This means 0.8 of an hour for each eight (8) hours ordinary hours worked will accrue towards an RDO.

### 6.5 Conditions of Employment

An Employee classified in accordance with this Agreement is required to perform all tasks within that

level of the appointed position. This will also include tasks that are incidental to the main function of the appointed position and may include duties suitable to an employee's classification level.

#### **6.6 Qualifications, Licences and Tickets**

- (a) The Employee must maintain and renew qualifications, licences and tickets that are required to perform the work for which the Employee is engaged for.
- (b) The Employee will notify the Company immediately where the Employee's licence is suspended or cancelled or they are disqualified from holding or obtaining an appropriate qualification or licence. Where it is a condition of employment to hold a valid licence, a suspended, cancelled or disqualified licence may result in termination of employment where alternative duties are not reasonably possible.

#### **6.7 Supplementary Labour**

- (a) The Parties recognise that the fluctuating requirements of the business necessitate the use of labour provided by external companies to supplement the Employee group. Supplementary labour is likely to be used to overcome requirements caused by these peaks in demand, skills shortages, specific Project requirements and situations when Employees take leave or are absent.
- (b) From time to time, the Company will need to engage labour hire contractors to for example provide on hire workers to cover short term requirements. Such requirements may include absences due to leave, start-ups, peak workloads, emergencies and unforeseen shortages of labour.
- (c) Whilst the Company may engage supplementary labour for a variety of reasons, the Company acknowledges that it is not its intention to use supplementary labour to undermine Employment opportunities in accordance with this Agreement.
- (d) The use of supplementary labour will be reviewed at regular Consultative Committee meetings. The Consultative Committee will consult to monitor that:
  - i. Engagement of supplementary labour exceeding ten (10) weeks' continuous service is reviewed; and
  - ii. The necessity of maintaining existing supplementary labour is assessed (noting the Company's intention is not to use supplementary labour to undermine the employment security of Employees).
- (e) Where a labour hire contractor is engaged to provide on hire workers who perform work that would otherwise be performed by Employees, the Company will ensure that those workers are provided with all their lawful entitlements due in relation to their performance of work.
- (f) Nothing in this clause requires, has the effect of requiring, or purports to require or have the effect of requiring; or permits, has the effect of permitting or purports to permit or have the effect of permitting a contravention of Part 3 – 1 of the Fair Work Act which deals with general protections.

#### **6.8 Counselling and Disciplinary Procedure**

- (a) The Company and Employees will consult on a regular basis to ensure clear understanding by all Parties of expected performance outcomes. Regular feedback should be given to Employees by supervisors regarding such expected performance outcomes.
- (b) In the event that an Employee's actual performance is less than agreed or expected standards, the Employee will be counselled by their immediate Supervisor.
- (c) Where counselling does not result in performance improving to meet expected standards the

following Counselling and Disciplinary Procedure will apply:

- (d) Prior to the Company implementing the Counselling and Disciplinary Procedure the Company will inform the Employee that they can bring a representative to join them.

**First Instance**

- (e) Where an Employee's performance is believed to fall short of agreed standards, such as but not limited to responsibility statements, performance appraisals, Company and Project vision & values, policies and procedures as amended from time to time, the Employee will be counselled to assist in meeting the agreed standards. The manager will clearly specify the performance which is expected and where the Employee is not reaching such expectations. The counsellor will explore all reasons for such poor performance and seek to reach Agreement on future performance objectives.
- (f) The supervisor will document the event in accordance with the format set out below. This format covers:
  - i. Evidence of poor performance/conduct;
  - ii. Employee's explanation;
  - iii. A statement of remedial action.
- (g) A copy of this document will be given to the Employee and a copy placed on the Employee's personnel file. This warning will expire after six (6) months, provided that the Employees performance within that time has been acceptable.

**Second Instance**

- (h) Where an Employee's performance continues to not meet agreed standards they shall meet with the Construction Manager or their delegate.
- (i) The Employee shall be asked to provide an explanation for the conduct for example personal difficulties for the below standard performance. If no reasonable explanation is provided the Employee may be issued with a written warning detailing the facts discussed in the interview and the consequences of the unacceptable performance continuing. This warning will expire after six (6) months, provided that the Employees performance within that time has been acceptable.

**Final Instance**

- (j) Where an Employee's performance persists in falling below agreed standards, despite counselling and warnings as detailed above, the Employee meet with a Senior Company Representative.
- (k) If the Employee is not able to offer any reasonable explanation for the continuing below standard performance, termination of employment without further warning may result.
- (l) 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 performance that warrants termination of employment, then dismissal may be considered an appropriate course of action.



### Exceptions

- (m) For the avoidance of doubt the above procedure does not apply:
- i. during an Employee's probationary period, or
  - ii. in the instance of a redundancy situation; or
  - iii. 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
  - iv. in relation to the application of Consequence Management under the Company's Drug and Alcohol Management Program, as amended from time to time.

### Representation

- (n) The Employee may choose to be represented at any stage of the Counselling and Disciplinary Procedure process by a representative of their choice.

### Misconduct

- (o) In the event of Employee misconduct that is too significant for a first or second warning but does not warrant instant dismissal, the appropriate warning stage will apply (for example final warning).

### Instant Dismissal

- (p) There will be occasions when the warning system is not appropriate such as serious misconduct (e.g. but not limited to theft, fraud and assault), in which case instant dismissal is the appropriate outcome.

## 6.9 Termination of Employment

### Termination of daily hire employment

In the case of a daily hire Employee, either party may terminate the employment by providing one (1) days' notice, provided that the Company may provide a payment in lieu of notice.

### Termination of weekly hire employment

- (a) Employment, except in the case of Casual Employees and daily hire Employees, will be terminated by either party giving a period of notice in writing in accordance with the following table:

Employee's Period of Continuous Service	Period of Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Upon termination by the Company, the period of notice is increased by one (1) week if the Employee is over 45 years old and has completed at least two (2) years' continuous service with the Company.
- (c) Alternatively, employment may be terminated by the Company by the payment or forfeiture (or part thereof), as the case may be, of the wages an Employee would have received had he/she worked



during the period of notice had his/her employment not been terminated.

- (d) Where an Employee has given or been given notice of termination of employment he/she will continue in employment until the date of the expiration of such notice (subject to payment in lieu being issued).

**(e) No notice for serious misconduct.**

The Company does not need to provide notice of termination (or payment in lieu of notice) to An Employee whose employment is terminated because of serious misconduct (for example, engaged in theft, fraud or assault), in the course of their employment including but not limited to:

- i. During working hours; and/or
- ii. Whilst on Company property or site locations; and/or
- iii. Whilst attending a Company function or event.

Nothing in this Agreement will affect the right of the Company to dismiss an Employee without notice for serious misconduct or refusal of duty.

#### 6.10 Fitness for Work

An Employee will not present for work if they are unfit to perform their duties.

#### 6.11 Presenting for Work but Not Required

- (a) A new Employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight (8) hours' work or payment thereof at the Base Rate of pay, plus the appropriate allowance prescribed by clause 2.3(e)(Daily Fares and Travel Allowance), of this Agreement.
- (b) However, if the services of any Employee are not required, because of Inclement Weather, then the provisions of clause 7 shall apply.

#### 6.12 Consultation

- (a) The Company will consult with the Employees if:
- i. The Company is considering introducing a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - ii. The change is likely to have a significant effect on Employees of the enterprise.
- (b) The Company must notify the Parties of the intention to introduce the major change.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- i. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - ii. The Employee or Employees advise the Company of the identity of the representative; the Company must recognize the representative.

- (e) As soon as practicable after making its decision, the Company must discuss with the relevant Employees:
  - i. The introduction of the change; and
  - ii. The effect the change is likely to have on the Employees; and
  - iii. Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.
- (f) The Company is not required to disclose confidential or commercially sensitive information.
- (g) The Company must give prompt and genuine consideration to matters raised about the major change by the Parties to this Agreement.
- (h) No party will unreasonably withhold agreement during the consultation process.

#### **6.13 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 will consult with the Employee/s affected (and their representative, if any – which may be the Union) about the proposed change.
- (b) The Company will:
  - i. provide to the Employee/s affected (and their representative, if any – which may be the Union) relevant information about the change including:
    - A. the nature of the change;
    - B. information about what the Company reasonably believes will be the effect of the change on the Employee/s;
    - C. and information about any other matters that the Company reasonably believes are likely to affect the Employee/s;
  - ii. invite the Employee/s affected (and their representative, if any – which may be the Union), to give their views about the impact of the proposed change (including any impact in relation to the Employee/s family or caring responsibilities); and
  - iii. give consideration to any views about the impact of the proposed change that are given by the Employee/s concerned (and/or their representative, if any – 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.

#### **6.14 Flexibility arrangements on significant, major or unusual Projects**

- (a) The Parties are committed to working together, in a manner consistent with the terms of the Agreement, to promote productivity and ensure the elimination of any matters which may otherwise give rise to an industrial dispute. Accordingly, if the Company requires the implementation of productivity measures specific to a significant, major or unusual Project, which may include special and exceptional circumstances, the Company will consult with the affected Employee(s) in

accordance with this clause.

- (b) Without limiting the general intention of this clause, the Parties recognise a particular requirement for establishing flexible starting times for high rise buildings beyond fifteen (15) storeys, as well as to develop other working arrangements that facilitate efficient movement of the workforce whilst still protecting the rights of individual Employees.
- (c) Where the significant, major or unusual Project is in a regional area, consultation will also occur to provide opportunity for employment of local labour.
- (d) Consultation shall commence as soon as practicable, following the announcement of the significant, major or unusual Project. In order to facilitate consultation, the Company will provide:
  - i. All relevant information about the significant, major or unusual Project including the nature of the significant, unusual and major Project proposed;
  - ii. Information about the expected effects of the significant, major or unusual Project on the Employees; and
  - iii. Any other matter that is relevant to the significant, major or unusual Project.
- (e) During consultation under this clause, other matters that may be discussed include:
  - i. Scheduled shutdowns;
  - ii. Safety;
  - iii. Work on RDOs; and
  - iv. Opportunities to promote employment of Apprentices and diversity of employment.
- (f) For the purposes of this clause 'consultation' involves the Company proposing productivity measures for the significant, major or unusual Project and the Employees giving prompt and genuine consideration to those proposed measures of the Company.
- (g) Note: An Employee has the right to determine their representation (if any) for the purposes of this clause in accordance clause 6.19.
- (h) However, the Company is not required to disclose confidential or commercially sensitive information about the significant, major or unusual Project.
- (i) Any Party may seek the assistance of the FWC to facilitate consultation under this clause at any time.

#### **6.15 Consultative Committee**

- (a) The Parties agree that an effective consultation process assists continuous workplace reform. Consultative Committees will operate for the purpose of providing a forum to better the working environment with open communication of working arrangements including labour, monitoring the outcomes of this Agreement and sharing pertinent information.
- (b) A Consultative Committee shall consist of nominated Company management and an equal number of Construction Worker Employees. Representatives may be invited to attend Consultative Committee meetings.

## 6.16 Sham Contracting and Anti-Wage Theft

- (a) The Parties acknowledge the importance of complying with all applicable laws prohibiting sham contracting and wage theft including, but not limited to, the:
- i. Fair Work Act;
  - ii. Modern Slavery Act 2018 (Cth); and
  - iii. Independent Contractors Act 2006 (Cth).

### Sham Contracting

- (b) The Parties to this Agreement 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.
- (c) 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;
  - 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 and 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.
- (d) Clause 6.16(c)i 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.
- (e) Where a sham contracting arrangement has been reasonably alleged and is unable to be resolved at the workplace level, any Party may refer the allegation directly to the FWC for conciliation and/or resolution under clause 9.1 of this Agreement. All Parties will cooperate with the requests of the FWC including requests to provide substantiating information or undertaking an independent audit of their arrangements. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.
- (f) Where it is agreed or determined by the FWC that a sham contract was in place and the person was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the hourly rate contained in this Agreement plus the Site Allowance (if applicable), plus the Multi-Storey Allowance and an additional 75% loading to cover entitlements other than superannuation and Incolink. Any difference between the hourly rate paid to the Employee, plus superannuation and Incolink will form the settlement for breach of this clause. 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 engaged to undertake building work as an Employee is lawfully entitled to be so engaged under Australian law.

- (h) The Company agrees that the Employees will be paid in accordance with the applicable wage rates and allowances as prescribed in this Agreement.

#### 6.17 Anti-wage theft

- (a) The Company is committed to ensuring that all Employees are remunerated properly in accordance with this Agreement.
- (b) The Company must not deliberately withhold wages, superannuation or Employee entitlements, falsify Company records, or fail to keep employment records.

#### 6.18 Visa Compliance

- (a) The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement. In circumstances where the proposed employment of overseas workers on any temporary visa forms part of a "major workplace change", the Company acknowledges its obligations to consult in accordance with clause 6.12.
- (b) Should the Parties find themselves in disputation under this clause as to whether an Employee is entitled to work in Australia and/or is paid the appropriate rates, and the dispute is not able to be resolved at the workplace level, the matter shall be referred to the FWC under clause 9.1 of the Agreement.
- (c) The Company will maintain HR systems (including utilising the Department of Home Affairs (DHA), 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.
- (d) Existing and prospective Employees will be required to complete an Authority obtained from the DHA with details of immigration status.
- (e) The Company must ensure that no person who is not an Australian citizen or Australian permanent resident or person on unrestricted work rights (within the meaning of the *Migration Act 1958* (Cth)) is employed as an Employee to undertake building work for the Company unless:
  - i. the position is first advertised in Australia; and
  - ii. the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
  - iii. any skills or experience requirements set out in the advertising were appropriate to the position; and
  - iv. The Company demonstrates that no Australian citizen, Australian permanent resident or person who is on unrestricted work rights is suitable for the job.

#### 6.19 Elected Employee Representative

- (a) An Elected Employee Representative or Union Delegate shall, upon notification to the Company, be recognised as the accredited representative of the Employees and, if an Employee seeks representation by the representative, that representative will be allowed reasonable time during working hours to submit to the Company employment related matters affecting the Employees they represent. At all other times the Elected Employee Representative or Union Delegate will perform productive work within their range of qualifications and competencies.
- (b) An eligible Elected Employee Representative or Union Delegate will be entitled to up to five (5) days' paid leave per year to undertake training that will assist them in their settlement of disputes role. The time of taking such leave will be agreed between the Elected Employee Representative or

Union Delegate and the Company so as to minimise any adverse effect on the Company's operations.

- (c) Any Employee may be appointed by Employees as their Elected Employee Representative or Union Delegate.
- (d) For clarity, each Employee has the right to determine whether they wish to be represented by an Elected Employee Representative, a Union Delegate another representative of their choosing, or not at all. Employees are entitled to the protections of Division 4 of Part 3 – 1 of the Fair Work Act.

#### **6.20 Elected Employee Representative Facilities**

- (a) The Company shall allow reasonable access to Company facilities on site for the purpose of the Elected Employee Representative or Union Delegate performing their duties.

### **7. INCLEMENT WEATHER**

Should a portion of the Project be affected by Inclement Weather, Employees not affected shall continue working in accordance with the Agreement, regardless that some Employees may be entitled to cease work due to Inclement Weather.

Should a portion of the Project be affected by Inclement Weather, Employees can be transferred to another work location under cover on the site or to another site not affected by Inclement Weather in accordance with the Agreement provisions prescribed herein.

#### **7.1 Definition - Inclement Weather**

Refer to Appendix 2.

#### **7.2 Conference Requirement and Procedure**

- (a) The Company, or the Company's representative, shall, when requested by the Employees or an Elected Employee Representative/Union Delegate/Health and Safety Representative, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement.
- (b) If the Company or the Company's representative refuses to confer within such reasonable period, Employees shall be entitled to cease work for the rest of the day and be paid Inclement Weather. This entitlement is in relation to ordinary hours of work.

#### **7.3 Restrictions of Payments**

An Employee shall not be entitled to payment for Inclement Weather as provided for in this clause unless the Employee remains on the job until the provisions set out in this clause have been observed.

#### **7.4 Entitlement to Payment**

An Employee shall be entitled to payment by the Company for ordinary time lost through Inclement Weather for up to 32 hours in every calendar month. For the purpose of this subclause the following conditions shall apply:

- (a) The first period shall be deemed to commence at the commencement of each calendar month of the working year as per the indicative RDO calendar.
- (b) An Employee shall be credited with 32 hours at the commencement of each calendar month.
- (c) The number of hours at the credit of any Employee at any time shall not exceed 32 hours.
- (d) If an Employee commences employment during a calendar month period the Employee shall be credited 32 hours where the Employee commences on any Working Day within the first week; 24

hours where the Employee commences on any Working Day within the second week; sixteen hours where the Employee commences on any Working Day within the third week; and eight hours where the Employee commences on any Working Day within the fourth week.

- (e) No Employee shall be entitled to receive more than 32 hours Inclement Weather payment in any calendar month period.
- (f) The number of hours credited to any Employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through Inclement Weather.
- (g) Payment under this clause shall be weekly.
- (h) Provided further, an Employee working on a part-time basis pursuant to this Agreement shall be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the calendar month period. The method of calculation of a part-time daily hire Employee's proportionate employment shall be as follows:

32 x Number of hours agreed to be worked during the calendar month period.

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## 7.5 Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to Inclement Weather, to work at another location on the same site, or another site which is not affected by Inclement Weather subject to the following:

- (a) No Employee shall be transferred to an area not affected by Inclement Weather unless there is work available in the Employee's classification.
- (b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of Inclement Weather even though there may not be work for all Employees in such areas.
- (c) Employees may be transferred from one site to another site and the Company provides, where necessary, transport.

## 7.6 Completion of Concrete Pours and Emergency Work

- (a) Except as provided in this subclause an Employee shall not work or be required to work in the rain.
- (b) Employees shall not be required to start a concrete pour in Inclement Weather.
- (c) Where a concrete pour has commenced prior to the commencement of a period of Inclement Weather, Employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- (d) If an Employee's clothes become wet as a result of working in the rain during a concrete pour the Employee shall, unless the Employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- (e) The provisions of (c) and (d) hereof shall also apply in the case of emergency work where the relevant WHS Committee members concerned agree that the work is of an emergency nature and



can start and/or proceed (ie including management).

## 7.7 Cessation and resumption of work

- (a) At the time Employees cease work due to Inclement Weather the Company or the Company's representative on site and the Employees' representative shall agree and note the time of cessation of work.
- (b) After the period of Inclement Weather has ended the Employees shall resume work and the Company or the Company's representative on site and the Employees' representative shall agree and note the time work resumed.

## 7.8 Safety

Where an Employee is prevented from working at the Employee's particular function, because 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. The Employee shall be paid for such time without reduction of the Employees' Inclement Weather entitlement.

## 7.9 Additional Wet Weather Procedure

### (a) Remaining on site

Where, because of wet weather, Employees are prevented from working:

- i. for more than an accumulated total of four (4) hours of ordinary time in any one (1) day; or
- ii. after the meal break, as provided in this Agreement, for more than an accumulated total of 50% of the remaining work time; or
- iii. during the final two (2) hours of the normal work day for more than an accumulated total of one (1) hour,

the Company shall not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by Agreement between the Company and/or the Company's representative and the Employees' representative the persons remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the Employees' hours.

### (b) Rain at starting time

Where the Employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

- i. the rain stops; or
- ii. a covered walkway has been provided; or
- iii. the sheds are under cover and the Employees can get to the dry area without going through the rain; or
- iv. adequate protection is provided. Protection shall, where necessary, be provided for the Employees' tools.

In the case of mechanical plant operators carrying out early works as the principal activity or mechanical plant demolition on a site and they have a dry cabin to work from and they can safely



access their cabin without getting "drenched", they will return to work so long as the work itself is safe to perform. The Company will ensure that other necessary personnel are provided to ensure safety of the workforce and the public.

In this clause, a dry area shall mean a work location that has not become saturated by rain or where water would not drip on the Employees.

#### 7.10 Dewatering

- (a) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by Agreement of the Parties, then dewatering shall proceed. This work is typically performed by Employees engaged within CW1, CW2 or CW3 classifications. When other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.
- (b) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Company's obligations under the WHS Act, appropriate Employees shall assist in the tidying up of their own work site or area if it is so affected. Where required, appropriate Employees will be provided with the appropriate PPE. Such work to be paid at single time rates. Productive work will continue in areas not so affected.
- (c) To avoid any confusion any 'dewatering' time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather (refer to clause 7.9).

#### 7.11 Hot Weather Management

- (a) These hot weather management provisions shall apply on sites in the Adelaide metropolitan area excluding Hills area. Temperature reference information shall be that issued formally from the Bureau of Meteorology (BOM) website at <http://www.bom.gov.au/sa/observations/adelaide.shtml> according to the nominated weather stations located within the Weather District Map in Appendix 5.
- (b) For sites located outside of the Adelaide metropolitan area, the Parties agree that reference should be made to the nearest weather station utilised by the BOM website and the specific topographical features of the site locality in adapting this procedure (i.e. increased radiant temperatures will apply in dry, unshaded environs).
- (c) Where hot conditions are anticipated to occur or do occur, site management shall endeavour to manage the process of work by reducing exposure time and appropriate rescheduling.
- (d) Relocation and transferring of labour will be required and applied in a common-sense manner and in any shall be completed prior to the temperature reaching 35°C. This shall occur in accordance with clause 7.5 Transfers and clause 7.6 Completion of Concrete Pours and Emergency Work.
- (e) Site Management in consultation with Health and Safety Representative/s shall generally anticipate the heating effect of sustained temperatures on the internal environment of buildings even in circumstances where the external temperature is less than 35°C.
- (f) Subject to clause 7.2 above, upon indication by the BOM website at the weather station closest to the Project location that the general outside temperature is 35°C the following shall apply:
  - i. Employees shall continue working in areas where air conditioning is operating and in all other areas which are clearly cooler than the general outside temperature.
  - ii. Relocation and transfers of Employees to less exposed areas should generally occur prior to inclemency arising and provided such areas do not exceed 35°C (provided that no Employee shall be transferred to a cooler work area unless there is work available in his/her

classification).

- iii. In advance of the temperature reaching 37°C the Company and Employees will consult to ensure orderly management of the Project and application of clause 7.7.
  - iv. Where it is necessary for services such as external man and material hoists, fixed or mobile cranes to operate to service Employees working in cooler areas, or to complete concrete pours or emergency work, then such Employees who continue to work in inclement conditions shall be paid at a rate of double-time calculated to the next hour. All practical methods of ensuring the welfare of these Employees shall be applied. Employees shall not be called upon to work in unreasonable amount of hours in these circumstances.
  - v. All other Employees in cooler areas shall be paid at ordinary time rates as per this Agreement.
  - vi. Where Employees continue working on site as provided in this Agreement the safety and/or first-aid officer shall remain on site and shall be paid ordinary time rates as per Award, where he/she can be located in a cooler working area; or at double-time rates calculated to the next hour where he/she is required to continue working in inclement conditions as in emergency work.
  - vii. Employees who cannot be relocated from exposed work areas to cooler work areas shall be located in the air conditioned amenities buildings provided that all areas shall be left in a safe condition and all tools and equipment properly stored.
- (g) Those Employees prevented from working due to hot work conditions:
- i. for more than an accumulated total of four (4) hours of ordinary time in any one (1) day; or
  - ii. after the meal break for more than an accumulated total of 50% of the normal afternoon work time, or;
  - iii. during the final two (2) hours of the normal work day for more than an accumulated total of one (1) hour,
- shall not be required to remain on site.
- (h) The Company shall take into consideration the pattern of temperatures over previous days and the temperature forecast for the remainder of the day in applying the above criteria.
- (i) Upon indication from the BOM website that the general outside temperature is 37°C the following shall apply:
- i. With the exception of Employees working in air conditioned areas all Employees located on site shall be allowed to cease work and leave the site subject to all areas being left in a safe condition and all tools and equipment properly stored.
  - ii. When Employees leave a site in accordance with the above the provisions of clause 7.4 above shall apply in respect to entitlements.

## 7.12 High Winds Management

- (a) For Tower Cranes the shut down/cease work wind speed limit of 20mps (72KMH) shall apply for all work as per OEM requirements and AS 2550 Safe Use Of Tower Cranes
- (b) For high winds but still less than the 20mps the Tower Crane Operator to advise site supervision of limited lifting ability and general lifts may be impacted by high winds , tower crane crews & site supervision to assess lifts required based upon loads, weights, load surface areas, lift and place

locations to ensure safe work process is managed.

- (c) Where high winds are anticipated to occur or do occur, site management shall endeavour to manage the process of work by reducing exposure time and appropriate rescheduling.

## **8. SAFETY HEALTH AND WELFARE**

### **8.1 Safety Legislation**

The *Work Health and Safety Act 2012* (SA) (otherwise referred to in this Agreement as WHS Act) and the *Work Health and Safety Regulations 2012* (SA) as amended from time to time, and associated safety legislation will apply to all Projects. Where there is no technical regulation for an activity, reference will be made to the appropriate Australian Standard or Code of Practice.

### **8.2 Safety Committee**

Safety Committee members are to accept their responsibility with regard to safety and health issues, reporting matters and their action to the Area Foreman and the Safety Supervisor or designated alternative, for recording and/or further action.

### **8.3 Site Safety Inductions**

In the interests of the safety best practice that Employees receive a site-specific safety induction, will be done on site, which will be communicated face to face in paid ordinary hours. This does not prevent the Company from using online safety induction processes.

### **8.4 Project Inductions**

All Employees at the commencement of their first working day on a Project will attend a Project Induction on Project Safety Procedures.

### **8.5 Health and Safety Representative**

- (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 health and safety committee.
- (b) The Company will comply with the procedure for the election of Health and Safety Representatives (HSR) in the WHS Act and regulations, and will make all reasonable endeavours to reach Agreement on any matter which requires negotiations, including but not limited to the composition of any work group.
- (c) The Parties covered by this Agreement recognise the important role of HSRs.
- (d) HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- (e) The HSRs shall be allowed to consult with the principal contractor, or persons acting on their behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.
- (f) HSRs will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting Employees they represent.
- (g) At all times the HSR may seek the assistance of the Union or a person suitability qualified in WHS in accordance with the WHS Act. A management/representative supervisor may also seek such advice or assistance.
- (h) If a HSR makes a request, the Company agrees that it will enroll the HSR in the following Units of

Competency:

- i. HLTAID009 Provide cardiopulmonary resuscitation;
  - ii. HLTAID010 Provide basic emergency life support;
  - iii. HLTAID011 Provide first aid;
  - iv. Or equivalent where the abovementioned Units of Competency are superseded.
- (i) The Company will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages (ordinary hours) for the period of the training.
- (j) Subject to all qualifications in this clause, an Employee appointed or elected as an elected Health and Safety Representative shall, upon application in writing to the Company, be granted up to five (5) days leave with pay each calendar year non-cumulative to attend courses approved by the Company.
- i. Such courses shall be designed and structured with the objective of promoting good safety practices.
  - ii. Consultation may take place between the Parties in the furtherance of this objective.
- (k) In addition to this entitlement HSRs are entitled to request an additional two (2) days training for the purposes of improving their skills and capabilities for mental health and wellbeing initiatives, and/or the prevention of bullying, discrimination and harassment in the workplace. Such a request will not be unreasonably refused.

## 8.6 Training for Representatives

All duly elected Health and Safety Representatives and Elected Employee Representatives/ Union Delegates shall be allowed to attend training and information sessions subject to the same requirements as those contained in Appendix 6 hereof so that Health and Safety Representatives and Elected Employee Representatives/ Union Delegates/ are kept abreast and fully informed in the provision and maintenance of the highest possible Health and Safety Representatives standards and industrial relations developments as applicable.

## 8.7 Resolution of Health and Safety Issues

### (a) Procedure

If a matter about work health and safety arises at a workplace or from the conduct of the Company's business or undertaking and the matter is not resolved after discussion between the Parties, the default procedure prescribed by the *Work Health and Safety Regulations 2012* (SA), as amended from time to time, will apply.

### (b) Direction to Cease Work

- i. If a safety issue exists concerning exposure to a serious risk to the Employee/s health or safety, emanating from an immediate or imminent exposure to a hazard (Unsafe Work), there will be a right to cease, or to refuse, to carry out the Unsafe Work in accordance with Division 6 of Part 5, WHS Act 2012 (SA). The Company and/or the health and safety representative (HSR) for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease in accordance with the WHS Act 2012 (SA).
- ii. During any period for which work has ceased in accordance with such a direction, the

Company may assign any Employees whose work is affected to suitable and safe alternative work.

- iii. Nothing in this clause will affect the continuity of engagement for any Employee/s.

**(c) Rectification of Safety Hazard & Emergency Work**

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

**8.8 First Aid**

- (a) On each Company Project a suitably qualified First Aid Certificated person is present at site in accordance with the Company's Policy.
- (b) Note: An Employee appointed as a First Aid Officer is entitled to a First Aid Allowance under clause 2.4(a) of this Agreement.

**8.9 Smoking**

Smoking is not permitted in any Company site offices, mess/change sheds or sanitary facilities, or any other amenities. The Project nominated Company Supervisor will be responsible for the management of specific non-smoking issues in accordance with Company policy, given that once a work area becomes enclosed it will be deemed a non-smoking area.

**8.10 Protective Clothing**

**(a) Mandatory Equipment**

- i. In accordance with the Company policy, all Employees engaged to work on site will be supplied with appropriate safety footwear, safety helmets, safety gloves and safety eye protection before commencing work on a Project.
- ii. These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/or worn footwear and helmets will be replaced as required.
- iii. The Company will contribute up to \$150.00 per person for 1 pair of prescription safety glasses on proof of purchase in any 2 year period to cover an Employee's out of pocket expenses for the purchase of these glasses.

**(b) Job-related Equipment**

The Company will supply the following protective equipment/materials for use on specific work tasks:

- i. Factor 30 + protective sunscreen;
- ii. Hearing protection;
- iii. Gloves;
- iv. Safety harnesses;
- v. Gumboots;
- vi. UV-rated safety glasses which conform to AS 1337 Personal Eye Protection.

**(c) Protective Clothing**

- i. Employees, including Apprentices however engaged, are entitled to appropriate footwear on commencement of employment in accordance with clause 21 of the Award. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.
- ii. All Employees, including Apprentices however engaged, will be provided with protective clothing in accordance with the following provisions.
- iii. All protective clothing, footwear and Personal Protective Equipment (PPE) supplied will be replaced on a fair wear and tear basis.
- iv. The selection and issue of PPE will be in accordance with the Company's Policy.
- v. The issuing of PPE and clothing is vital to Employee health and safety, comfort and productivity therefore needs to be selected in full consultation with Employees.
- vi. The Work Health and Safety Regulations 2012 (SA), reg 40, 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.
- vii. The shirts, shorts/trousers, jackets, footwear etc. and PPE supplied, needs to be selected following thorough 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.
- viii. Such clothing once agreed with Employees, shall be made from natural fibers and provide optimum comfort and protection for Employees without creating additional risks to their health and safety. All clothing/PPE must meet the relevant AS/NZS standards (see below) and be labelled as required by those standards.
- ix. Employees' request to wear short sleeve shirts shall not be unreasonably refused.
- x. Additional PPE e.g. gloves, eye protection, sun protection will be supplied by the Company as required.
- xi. The relevant standards are as follows:
  - A. AS/NZS 1801 Occupational protective helmets;

- B. AS/NZS 1906.4: High-visibility materials for safety garments;
  - C. AS/NZS 2161.1: Occupational protective gloves;
  - D. AS/NZS 2210.1: Safety, protective and occupational footwear;
  - E. AS/NZS 4399: Sun protective clothing;
  - F. AS/NZS 4501 Occupational protective clothing;
  - G. AS/NZS 4602 Garments for high risk applications;
  - H. AS/NZS 1715: Use and maintenance of respiratory protective equipment;
  - I. AS 1337 Personal Eye Protection.
- xii. The Company will provide;
- A. Two (2) long trousers and five (5) long sleeve shirts; or
  - B. One (1) long trousers and five (5) long sleeve shirts and one (1) coveralls; or
  - C. Two (2) coveralls and five (5) long sleeve shirts.
- This protective clothing may carry the Company's brand. Clothing will be replaced annually on a fair wear and tear basis.
- xiii. **Winter Jackets**
- Employees engaged on Company Projects between 1st May and 30th September will be issued, with 1 jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis or every two (2) years.
- xiv. **Source of clothing**
- A. The Parties seek to provide opportunities to seeks to maximise opportunities for Australian, New Zealand and South Australian suppliers (**Local Suppliers**) to supply onthe basis of best value for money for the provision of work clothing to its Employees.
  - B. Local Suppliers of clothing will be made aware of opportunities to supply clothing to the Company.

#### 8.11 Alcohol and Other Drugs - Safety Procedure

The management of drug and alcohol issues will be in accordance with the Company's drug and alcohol management policy (as amended from time to time)

#### 8.12 Wellbeing and Inclusion: Safe and Respectful Workplace

- (a) The Parties recognise the importance of investing for the future and creating a flexible and inclusive workplace where diversity is embraced and supported. The Parties also recognise everyone is entitled to work in an environment that is free from discrimination and harassment.
- (b) The Parties agree that creating an accessible work environment that facilitates respectful, 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) For the life of the Agreement, the Parties will focus on initiatives that supports inclusive workplaces and Employee wellbeing including attracting more women and first nations people to the industry and encouraging inclusive working arrangements that support family responsibilities and personal time.

#### 8.13 Asbestosis and Silicosis Awareness Training

- (a) The Parties to the Agreement acknowledge that asbestosis and silicosis awareness is an important topic for the industry and that there is a need for education and training to keep the workforce safe. The Parties are committed to investigating ways where further education and training of the workforce can be considered for implementation.

#### 8.14 Toolbox Meetings

Toolbox Meetings are regarded as an important part of site-based communications. The Company will develop a program of consultation with its site-based Employees around safety, productivity, constructability, and methodology.

#### 8.15 Amenities for Females

At a minimum, the following amenities must be provided on site for female workers:

- (a) A separate ablution block, change room and closet with sanitary bin and privacy closure must be provided for female use only.
- (b) On any site with less than 10 workers of which 2 or less are females a separate female portable toilet (with sanitary bin) will be provided solely for the use of females.
- (c) Upon request, an appropriate private room with a fridge for use as a lactation room.
- (d) In determining the location of the amenities the Company must consider the most appropriate balance of privacy, safety and security.
- (e) If the female workers and site management agree that a better alternative is available, then that alternative may be adopted.
- (f) At any site where the anticipated number of workers will be greater than 10 then the amenities for females will include a separate toilet (with sanitary bin) from the commencement of the project.
- (g) Where as a result of consultation, a need for a feeding room is required then such a room will be provided.

## 9. INDUSTRIAL RELATIONS

### 9.1 Dispute Settling Procedure

A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances.

- (a) If a dispute relates to:
  - i. A matter arising under this Agreement; or
  - ii. The NES, including subsections 65(5) and 76(4); or
  - iii. Any other dispute related to the employment relationship;



the below terms set out the procedure to settle a dispute:

- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term;
- (c) In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and their representative where appointed and relevant supervisors and/or management;
- (d) While the Parties are trying to resolve the dispute:
  - i. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure;
  - ii. An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - iii. An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
    - A. The work is not safe; or
    - B. Applicable workplace health and safety legislation would not permit the work to be performed; or
    - C. The work is not appropriate for the Employee to perform; or
  - iv. If still not resolved, there may be discussions between the relevant Employee or Employees, their Employee Representative or other representative chosen by the Employee/s, and a senior Company representative. Either party may, if the dispute still exists after following the above procedures, refer the matter to FWC for conciliation, mediation and, where appropriate, arbitration.
  - v. The Parties to the dispute agree to be bound by a decision made by FWC in accordance with this term. Any decision or any other binding outcome imposed by FWC must be consistent with the Building Code 2016.

## 9.2 Right of entry

### (a) Recognition of rights

- i. The Parties acknowledge the regulation of Union entry to workplaces under the Fair Work Act and the applicable safety legislation, and recognise their obligation to comply with the requirements of these laws when rights are being exercised under that legislation. The Parties agree that nothing in this clause can deprive any Party of their rights or remedies under the Fair Work Act and WHS Act.
- ii. The Company will not refuse or unduly delay entry onto a site by Union officials who are entitled to enter the site in accordance with the Fair Work Act and applicable safety legislation.
- iii. The Parties recognise that Union officials can enter a site at the express invitation of the Company for other purposes and that any such invitation maybe withdrawn at any time at the discretion of the Company.

### (b) Notice of entry

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

**(c) Permits**

- i. Each Union official exercising statutory entry rights in relation to the Company must provide the following to the Company upon request on each occasion they visit site:
  - A. their Federal right of entry permit; and
  - B. if they are exercising a right under the applicable safety legislation, their permit under the applicable safety legislation additional to their Federal right of entry permit,
  - C. and carry them with them at all times whilst on site.

**(d) Procedures when entering site**

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

## **10. AGREEMENT FLEXIBILITY**

### **10.1 Individual Flexibility Term**

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

- (a) the Agreement deals with one or more of the following matters:
  - i. Annual leave; or
  - ii. Sick leave; and
- (b) The arrangement meets the genuine need of the Company and Employee in relation to one (1) or more of the matters mentioned in paragraph (a) above; and
- (c) The arrangement is genuinely agreed to by the Company and Employee.
- (d) The Company must ensure that the individual flexibility arrangement:
  - i. is about matters that would be permitted matters if the arrangement were included in an enterprise Agreement; and
  - ii. does not include a term that would be an unlawful term if the arrangement were included in an enterprise Agreement; and
  - iii. Results in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to; and
  - iv. is in writing; and
  - v. includes the name of the Company and Employee; and
  - vi. is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - vii. includes details of:
    - A. The terms of this Agreement that will be varied by the arrangement; and
    - B. How the arrangement will vary the effect of the terms; and
    - C. States the day on which the arrangement commences.
- (e) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Company or Employee may terminate the individual flexibility arrangement:
  - i. By giving of not more than 28 days' written notice to the other party to the arrangement; or
  - ii. If the Company and Employee agree in writing at any time.

## 11. EXECUTION OF AGREEMENT

Signed on behalf of *Exclusive Contracting (WA) Pty Ltd*

Name: Luke Long

Explanation of Authority:

Position: General Manager

Address: 44A Salvado Road, Wembley, WA, 6164

Signature:



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Date:

12/08/2024

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

Name: Marcus Pare

Explanation of Authority: Assistant State Secretary

Address: Level 1, 32 South Terrace, Adelaide SA 5000

Signature:   
\_\_\_\_\_

Date: 12/08/2024  
\_\_\_\_\_

## APPENDIX 1 – WAGE RATES

### PART 1 - CLASSIFICATIONS

<b>Classification</b>	<b>Definition</b>
Apprentice or Adult Apprentice	See the Award
CW1	General Labourer Trades Assistant Amenities Attendant
CW2	Flag person/Traffic Control Gate person Security Guard Hoist & Winch Driver Scaffolder
CW3	Rigger Mobile Crane Dogman Cladder
CW3T	Qualified Tradespersons Painters, Glaziers, Bricklayers, Water-proofers, Floor-layers, Plasterers, Tilers, Tuck-pointers, Carpenter/Joiners, Stonemasons, Signwriter Roofer
CW4	See the Award Elected Employee Representative / Union Delegate / HSR paid as a CW4 or their substantive CW position, (whichever is higher)
CW5	Trainee Tower Crane Driver Trainee Tower Crane Dogman Mobile Crane Driver 10T-100T
CW7	Tower Crane Driver Tower Crane Dogman Tower Crane Rigger Supervisor

(Note- for roles not specifically mentioned in the table above the Award CW classification will apply.)

**PART 2 BASE WAGE RATES – HOURLY**

<b>Classification</b>	<i>(Applicable to projects which have been <b>tendered and commence</b> after date of signing the agreement)</i>	<i>(Applicable to projects which have been <b>tendered and commence</b> after date of signing the agreement)</i>
	<b>Effective</b>	<b>Effective</b>
	<b>1-Jul-2023</b>	<b>1-Jul-2024</b>
CW1	\$ 39.83	\$ 41.43
CW2	\$ 41.64	\$ 43.31
CW3	\$ 43.13	\$ 44.85
CW3T	\$ 44.73	\$ 46.52
CW4	\$ 45.28	\$ 47.09
CW5	\$ 47.43	\$ 49.33
CW7	\$ 54.45	\$ 56.63

**PART 3 APPRENTICE BASE WAGE RATES - HOURLY**

Apprentices	Effective	Effective
	1 July 2023	1 July 2024
Apprentice - 1st Year (50% of CW3T)	\$22.37	\$23.26
Apprentice - 2nd Year (60% of CW3T)	\$26.84	\$27.91
Apprentice - 3rd Year (75% of CW3T)	\$33.55	\$34.89
Apprentice - 4th Year (90% of CW3T)	\$40.26	\$41.87

**PART 4 ADULT APPRENTICES**

Adult Apprentices will be paid the greater of the CW1 rate in Part 2 of Appendix 1 or the applicable apprentice rate in Part 3 of Appendix 1 provided that any existing Employee who was employed by the company immediately prior to commencing the apprenticeship shall not suffer a reduction in their base wage rate.

Trainees will be paid at the fulltime rate of the CW classification for the work they are employed to perform.

**PART 5 OTHER ALLOWANCES AND PAYMENTS**



<b>Allowance</b>	<i>(Applicable to tendered and live projects prior to signing Agreement)</i>  <b>Effective on signing of Agreement</b>	<b>Effective 1 July 2023</b>	<b>Effective 1 July 2024</b>
<b>Incolink Redundancy</b>	\$90 per week	\$90 per week	\$90 per week
<b>Travel Allowance</b>	\$35 per day	\$35 per day	\$35 per day
<b>Meal Allowance</b>	\$21	\$21	\$21
<b>Superannuation</b>	SGC+2% of weekly Ordinary Time Earnings	SGC+2% of weekly Ordinary Time Earnings	SGC+2% of weekly Ordinary Time Earnings
<b>Income Protection and Journey Insurance</b>	85% of gross earnings (maximum benefit of \$1200) <b>(Benefit per week)</b>  \$23 <b>(Company weekly payment)</b>	85% of gross earnings (maximum benefit of \$1200) <b>(Benefit per week)</b>  \$23 <b>(Company weekly payment)</b>	85% of gross earnings (maximum benefit of \$1200) <b>(Benefit per week)</b>  \$23 <b>(Company weekly payment)</b>
<b>Site Allowance</b> <b>Project Value (\$million)</b>	<i>(Applicable to tendered and live projects prior to signing Agreement)</i>  <b>Effective on signing of Agreement</b>	<b>Effective Commencement of Agreement</b>  Per Hour	<b>Effective Commencement of Agreement</b>  Per Hour
\$0 up to \$20 m	\$0.00	\$0.00	\$0.00
Over \$20m and up to \$50m	\$4.00	\$4.00	\$4.00
Over \$50m and up to \$100m	\$4.50	\$4.50	\$4.50
Over \$100m and up to \$200m	\$5.00	\$5.00	\$5.00
Over \$200m and up to \$300m	\$5.50	\$5.50	\$5.50
Over \$300m and up to \$400m	\$6.00	\$6.00	\$6.00
Over \$400m and up to \$500m	\$6.50	\$6.50	\$6.50
Over \$500m	\$7.00	\$7.00	\$7.00

## APPENDIX 2 – DEFINITIONS

The following Definitions will apply in this Agreement:

Term	Definition
Agreement	means the <i>Exclusive Contracting (WA) Pty Ltd / CFMEU South Australia Enterprise Agreement 2023</i>
Apprentice	means an Apprentice direct engaged or engaged via a group Apprenticeship scheme.
Award	Means the <i>Building and Construction General On-Site Award 2020</i> , as amended from time to time.
Base Rate	means the ordinary hourly rate of pay as stated in Appendix 1 Wage Rates.
Casual Employee	means as defined in section 15A of the Fair Work Act.
Company	means <i>Exclusive Contracting (WA) Pty Ltd (ABN 29 147 417 098)</i> .
Consultative Committee	means a committee established in accordance with clause 6.15 of this Agreement.
Distant Work	means when an Employee is employed on construction work at such a distance from the Employee's usual place of residence or any separately maintained residence that the Employee cannot reasonably return to that place each night.
Employee	means a person or persons who are directly employed by the Company in South Australia covered by the classifications set out this Agreement.
Elected Employee Representative	means a representative chosen by the Employee/s.
Fair Work Act	means the <i>Fair Work Act 2009 (Cth)</i>
HSR / Health and Safety Representative	means an Employee elected as a Health and Safety Representative.
Inclement Weather	means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high or cold temperature 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.
Immediate Family	means a member of the Employee's Immediate Family or household including, spouse, de facto, partner, child, parent, grandparent, grandchild or sibling of the Employee or child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
NES	means National Employment Standards, the minimum standards of employment as prescribed by the <i>Fair Work Act</i> .
Parties	means the Company, the Employee/s and the Union.
Policy	means a Company policy, as varied from time to time.
Project	means general building and construction works performed on a site or combination of sites which: <ul style="list-style-type: none"> <li>(a) the site or combination of sites must constitute an enterprise or undertaking carefully planned to achieve a particular result; and</li> <li>(b) the site or combination of sites must have a clearly established entity or entities that exercise control over its development; and</li> <li>(c) the site or combination of sites must have a scope sufficiently definable at any given point during the Project to enable its proper definition and costing for the purpose of determining the appropriate allowances.</li> </ul>
Project Value	Project Value including Total Project Value means the value of the Project (as defined above), comprising of; <ul style="list-style-type: none"> <li>(a) Preliminary costs and profit margin;</li> <li>(b) Trade packages (including supplier and subcontractor costs); and</li> <li>(c) Provisional sums.</li> </ul>

<b>Term</b>	<b>Definition</b>
	Project Value does not include non-construction development costs.
Union /CFMEU	means the Construction, Forestry, & Maritime, Employees Union.
Union Delegate	means an Elected Employee Representative who has been elected in accordance with applicable Union rules.
WHS Act	means the <i>Work Health and Safety Act 2012 (SA)</i> as amended from time to time.

This Appendix is subject to variation by the Agreement of the Company and affected Employees in accordance with 4.3 RDO Calendar of the Agreement.

## 2023 Rostered Day Off Calendar

Public Holiday 1	New Year's Day	Monday 2 <sup>nd</sup> January
RDO 1	RDO 36	Wednesday 25 <sup>th</sup> January
Public Holiday 2	Australia Day	Thursday 26 <sup>th</sup> January
RDO 2	Industry RDO	Friday 27 <sup>th</sup> January
RDO 3	Industry RDO	Monday 6 <sup>th</sup> February
RDO 4	RDO 36	Monday 20 <sup>th</sup> February
Public holiday 3	Adelaide Cup Day	Monday 13 <sup>th</sup> March
RDO 5	Industry RDO	Tuesday 14 <sup>th</sup> March
RDO 6	RDO 36hr	Wednesday 15 <sup>th</sup> March
Public Holiday 4	Good Friday	Friday 7 <sup>th</sup> April
Public Holiday 5	Easter Saturday	Saturday 8 <sup>th</sup> April
Public Holiday 6	Easter Monday	Monday 10 <sup>th</sup> April
RDO 7	Industry RDO	Tuesday 11 <sup>th</sup> April
RDO 8	Industry RDO	Wednesday 12 <sup>th</sup> April
RDO 9	RDO 36hr	Thursday 13 <sup>th</sup> April
RDO 10	RDO 36hr	Friday 14 <sup>th</sup> April
RDO 11	Industry RDO	Monday 24 <sup>th</sup> April
Public Holiday 7	Anzac Day	Tuesday 25 <sup>th</sup> April
RDO 12	Industry RDO	Monday 15 <sup>th</sup> May
RDO 13	RDO 36hr	Monday 29 <sup>th</sup> May
Public Holiday 8	Queen's Birthday	Monday 12 <sup>th</sup> June
RDO 14	Industry RDO	Tuesday 13 <sup>th</sup> June
RDO 15	RDO 36hr	Wednesday 14 <sup>th</sup> June
RDO 16	Industry RDO	Monday 3 <sup>rd</sup> July
RDO 17	RDO 36hr	Monday 17 <sup>th</sup> July
RDO 18	Industry RDO	Monday 7 <sup>th</sup> August
RDO 19	RDO 36hr	Monday 21 <sup>st</sup> August
RDO 20	Industry RDO	Monday 4 <sup>th</sup> September
RDO 21	RDO 36hr	Monday 18 <sup>th</sup> September
Public Holiday 9	Labour Day	Monday 2 <sup>nd</sup> October
RDO 22	Industry RDO	Tuesday 3 <sup>rd</sup> October
RDO 23	RDO 36hr	Wednesday 4 <sup>th</sup> October
RDO 24	RDO 36hr	Monday 23 <sup>rd</sup> October
RDO 25	Industry RDO	Monday 6 <sup>th</sup> November
RDO 26	RDO 36hr	Monday 20 <sup>th</sup> November
Picnic Day	Picnic Day	Monday 4 <sup>th</sup> December
Public Holiday 10	Christmas Day	Monday 25 <sup>th</sup> December
Public Holiday 11	Proclamation/Boxing Day	Tuesday 26 <sup>th</sup> December

Christmas Closedown from Friday 22<sup>nd</sup> December to Tuesday 9<sup>th</sup> January 2024 Inclusive  
(Last Working Day Thursday 21<sup>st</sup> December 2023 – resume work Wednesday 10<sup>th</sup> January 2024)

## 2024 Rostered Day Off Calendar

Public Holiday 1	New Year's Day	Monday 1 <sup>st</sup> January
RDO 1	Industry RDO	Wednesday 24 <sup>th</sup> January
RDO 2	RDO 36hr	Thursday 25 <sup>th</sup> January
Public Holiday 2	Australia Day	Friday 26 <sup>th</sup> January
RDO 3	RDO 36hr	Monday 5 <sup>th</sup> February
RDO 4	Industry RDO	Monday 19 <sup>th</sup> February
Public holiday 3	Adelaide Cup Day	Monday 11 <sup>th</sup> March
RDO 5	Industry RDO	Tuesday 12 <sup>th</sup> March
RDO 6	RDO 36hr	Thursday 28 <sup>th</sup> March
Public Holiday 4	Good Friday	Friday 29 <sup>th</sup> March
Public Holiday 5	Easter Saturday	Saturday 30 <sup>th</sup> March
Public Holiday 6	Easter Monday	Monday 1 <sup>st</sup> April
RDO 7	Industry RDO	Tuesday 2 <sup>nd</sup> April
RDO 8	Industry RDO	Wednesday 3 <sup>rd</sup> April
RDO 9	RDO 36hr	Thursday 4 <sup>th</sup> April
RDO 10	RDO 36hr	Friday 5 <sup>th</sup> April
Public Holiday 7	Anzac Day	Thursday 25 <sup>th</sup> April
RDO 11	Industry RDO	Friday 26 <sup>th</sup> April
RDO 12	Industry RDO	Monday 13 <sup>th</sup> May
RDO 13	RDO 36hr	Monday 27 <sup>th</sup> May
Public Holiday 8	King's Birthday	Monday 10 <sup>th</sup> June
RDO 14	Industry RDO	Tuesday 11 <sup>th</sup> June
RDO 15	RDO 36hr	Wednesday 12 <sup>th</sup> June
RDO 16	RDO 36hr	Monday 24 <sup>th</sup> June
RDO 17	Industry RDO	Monday 8 <sup>th</sup> July
RDO 18	RDO 36hr	Monday 22 <sup>nd</sup> July
RDO 19	Industry RDO	Monday 5 <sup>th</sup> August
RDO 20	RDO 36hr	Monday 19 <sup>th</sup> August
RDO 21	Industry RDO	Monday 9 <sup>th</sup> September
RDO 22	RDO 36hr	Monday 23 <sup>rd</sup> September
Public Holiday 9	Labour Day	Monday 7 <sup>th</sup> October
RDO 23	Industry RDO	Tuesday 8 <sup>th</sup> October
RDO 24	RDO 36hr	Monday 21 <sup>st</sup> October
RDO 25	Industry RDO	Monday 4 <sup>th</sup> November
RDO 26	RDO 36hr	Monday 18 <sup>th</sup> November
Picnic Day	Picnic Day	Monday 9 <sup>th</sup> December
Public Holiday 10	Christmas Day	Wednesday 25 <sup>th</sup> December
Public Holiday 11	Proclamation/Boxing Day	Thursday 26 <sup>th</sup> December

Christmas Closedown from Saturday 21st December 2024 to Tuesday 12th January 2025 Inclusive (Last Working Day Friday 20<sup>th</sup> December 2024 – resume work Wednesday 13<sup>th</sup> January 2025)

## 2025 Rostered Day Off Calendar

\*Subject to change in accordance with CFMEU SA Branch

Public Holiday 1	New Year's Day	Wednesday 1 <sup>st</sup> January
Public Holiday 2	Australia Day	Wednesday 27 <sup>th</sup> January
RDO 1	Industry RDO	Thursday 28 <sup>th</sup> January
RDO 2	RDO36hr	Friday 29 <sup>th</sup> January
RDO 3	Industry RDO	Monday 3 <sup>rd</sup> February
RDO 4	RDO 36hr	Monday 17 <sup>th</sup> February
Public holiday 3	Adelaide Cup Day	Monday 10 <sup>th</sup> March
RDO 5	Industry RDO	Tuesday 11 <sup>th</sup> March
RDO 6	RDO 36hr	Wednesday 12 <sup>th</sup> March
RDO 7	Industry RDO	Monday 7 <sup>th</sup> April
Public Holiday 4	Good Friday	Friday 18 <sup>th</sup> April
Public Holiday 5	Easter Saturday	Saturday 19 <sup>th</sup> April
Public Holiday 6	Easter Monday	Monday 21 <sup>st</sup> April
RDO 8	Industry RDO	Tuesday 22 <sup>nd</sup> April
RDO 9	Industry RDO	Wednesday 23 <sup>rd</sup> April
RDO 10	RDO 36hr	Thursday 24 <sup>th</sup> April
Public Holiday 7	Anzac Day	Friday 25 <sup>th</sup> April
RDO 11	Industry RDO	Monday 12 <sup>th</sup> May
RDO 12	RDO 36hr	Monday 26 <sup>th</sup> May
Public Holiday 8	King's Birthday	Monday 9 <sup>th</sup> June
RDO 13	Industry RDO	Tuesday 10 <sup>th</sup> June
RDO 14	RDO 36hr	Wednesday 11 <sup>th</sup> June
RDO 15	RDO 36hr	Monday 23 <sup>rd</sup> June
RDO 16	Industry RDO	Monday 7 <sup>th</sup> July
RDO 17	RDO 36hr	Monday 21 <sup>st</sup> July
RDO 18	Industry RDO	Monday 4 <sup>th</sup> August
RDO 19	RDO 36hr	Monday 18 <sup>th</sup> August
RDO 20	Industry RDO	Monday 8 <sup>th</sup> September
RDO 21	RDO 36hr	Monday 22 <sup>nd</sup> September
Public Holiday 9	Labour Day	Monday 6 <sup>th</sup> October
RDO 22	Industry RDO	Tuesday 7 <sup>th</sup> October
RDO 23	RDO 36hr	Wednesday 8 <sup>th</sup> October
RDO 24	RDO 36hr	Monday 20 <sup>th</sup> October
RDO 25	Industry RDO	Monday 3 <sup>rd</sup> November
RDO 26	RDO 36hr	Monday 17 <sup>th</sup> November
Picnic Day	Picnic Day	Monday 8 <sup>th</sup> December
Public Holiday 10	Christmas Day	Thursday 25 <sup>th</sup> December
Public Holiday 11	Proclamation/Boxing Day	Friday 26 <sup>th</sup> December

Christmas Closedown from Saturday 20<sup>th</sup> December 2025 to Tuesday 6<sup>th</sup> January 2026 Inclusive. (Last Working Day Friday 19<sup>th</sup> December 2025 – resume work Wednesday 7<sup>th</sup> January 2026)

APPENDIX 4: RDO Notification Form **Notification pursuant of clause 4.3 above to Work on Scheduled RDO**

Date:

Employer:	
Date of Scheduled RDO:	
Project Name:	
Project Address:	
Work to be undertaken:	
Approximate Number of employees required:	
Union Delegate / Employee Representative (if applicable):	

**Manager Contact Details**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax/Email:** \_\_\_\_\_

**Tick the appropriate box**

- Affected Employee/s consulted by Employer.
- Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse.
- Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegates/employee representative.

**Reason/s for work on Scheduled RDO (as per clause 32 of the Agreement)**

- High Risk Activity (specify below),
- Maintenance, repair, commissioning,
- Restrictions, laws, regulations, etc.
- Inclement Weather,

Other

**Explanation of ground/s listed above:**



## APPENDIX 5 – WEATHER DISTRICT MAP



## APPENDIX 6 TRAINING LEAVE FOR REPRESENTATIVES

### Part A – Industrial Relations Training Leave

The Parties acknowledge that for workplace representatives to effectively undertake their duties they should have the appropriate level of training. The Company recognizes a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that are applicable at the workplace and the rights and responsibilities under the relevant legislation will assist in minimizing industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply:

- (a) Subject to all qualifications in this clause, an Employee appointed or elected as an accredited Union Delegate/Elected Employee Representative shall, upon application to the Company, be granted up to five (5) days leave with pay each calendar year non-cumulative to attend courses approved by the Company.
  - i. Such courses shall be designed and structured with the objective of promoting good industrial relations within the Company.
  - ii. Consultation may take place between the Parties in the furtherance of this objective.
- (b) For the purposes of this clause an “accredited Union Delegate/Employee representative shall mean an Employee recognised by the Company in accordance with clause 6.18 of this Agreement.
- (c) The following scale shall apply:

<b>No. of Employees covered by this Agreement</b>	<b>Maximum No. of Workplace Representatives eligible to attend per year</b>	<b>Maximum No. of days permitted per year</b>
Up to 15	1	5
16 – 30	2	10
31 – 50	3	15
51 – 100	4	20
101 and over	5	25

- (d) The application for leave shall be given to the Company at least four (4) weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
  - i. The name of the Employee seeking the leave;
  - ii. The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
  - iii. The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (e) The Company shall advise the training provider within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

- (f) The time of taking leave shall be arranged so as to minimize any adverse effect on the Company's operations. The onus shall rest with the Company to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.
- (g) The Company shall not be liable for any additional expenses with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause, ordinary time earnings shall be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- (h) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an Employee's RDO or with any concessional leave.
- (i) An Employee on request by the Company shall provide proof of their attendance at any course within seven days. If an Employee fails to provide such proof, the Company may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Employee.
- (j) Where an Employee is entitled to personal/carer's leave (sick leave) during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of clause 5.2 of this Agreement.
- (k) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (l) Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of this Agreement.

## **Part B – Health and Safety Training Leave**

- (a) The Parties acknowledge that for Health and Safety Representatives to effectively undertake their duties they should have the appropriate level of training. The Company recognises that a Health and Safety Representative who is well trained in matters including their rights, obligations and responsibilities under the *Work Health and Safety Act 2012 (SA)* (WHS Act) will assist in promoting a safe working environment at the workplace. To that end the following leave provisions apply.
- (b) Subject to all qualifications in this clause, an Employee appointed or elected as an elected Health and Safety Representative shall, upon application to the Company, be granted up to five (5) days leave with pay each calendar year non-cumulative to attend courses approved by the Company.
- (c) Such courses shall be designed and structured with the objective of promoting good safety practices.
- (d) Consultation may take place between the Parties in the furtherance of this objective.
- (e) For the purposes of this Part B, a *Health and Safety Representative* shall mean "a member of a designated work group elected to represent the designated work group on matter relating to occupational health and safety" and/or an Employee recognised by the Company in accordance with clause 8.4 of this Agreement.
- (f) In addition to this entitlement HSRs are entitled to request an additional two days training for the purposes of improving their skills and capabilities for mental health and wellbeing initiatives, and/or the prevention of bullying, discrimination and harassment in the workplace. Such a request will not be unreasonably refused.
- (g) The following scale shall apply:

<b>No. of Employees covered by this Agreement</b>	<b>Maximum No. of Health and Safety Representatives eligible to attend per year</b>	<b>Maximum No. of days permitted per year</b>
Up to 15	1	5
16 – 30	2	10
31 – 50	3	15
51 – 100	4	20
101 and over	5	25

- (h) Any application for leave under this Part B shall be given to the Company at least four (4) weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
- i. The name of the Health and Safety Representative seeking the leave;
  - ii. The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
  - iii. The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (i) The Company shall advise the Employee and the training provider within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- (j) The time of taking leave shall be arranged so as to minimise any adverse effect on the Company's operations. The onus shall rest with the Company to demonstrate an inability to grant leave when an eligible Employee is otherwise entitled.
- (k) The Company shall not be liable for any additional expenses associated with an Employee's attendance at training under this Part B, other than the payment of ordinary time earnings for such leave. For the purposes of this Part B, "ordinary time earnings" shall be defined as the relevant Agreement classification rate including shift work loadings where relevant plus the Site Allowance where applicable.
- (l) Leave granted in accordance with this Part B will not result in additional payment for alternative time off to the extent that the training attended coincides with an Employee's RDO or with any concessional leave.
- (m) On request by the Company, an Employee shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Company may deduct any amount already paid for the leave from the next week's pay or from any other moneys due to the Employee.
- (n) Where an Employee is entitled to Personal/Carer's Leave (sick leave) during a period of leave pursuant to this Part B, proof of attendance at the course is not required for that period and the Employee shall instead receive Personal/Carer's or Sick Leave.
- (o) Any leave of absence granted pursuant to this clause shall count as service for all purposes of the Award and this Agreement.

Any dispute as to any aspect of this clause shall be resolved in accordance with the dispute settlement provisions of this Agreement.