

**KIDSTON PUMPED STORAGE  
HYDRO PROJECT (MCCONNELL  
DOWELL CONSTRUCTORS  
(AUST) PTY LTD EMPLOYEES)  
ENTERPRISE AGREEMENT 2024**

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## Part 1 – Introduction

### 1. Title

- 1.1 The Agreement shall be known as the *Kidston Pumped Storage Hydro Project (McConnell Dowell Constructors (Aust) Pty Ltd Employees) Enterprise Agreement 2024*.

### 2. Scope and Coverage

- 2.1 This Agreement will apply to the Employer and the Employees engaged in classifications contained in this Agreement on the Kidston Pumped Storage Hydro Project.
- 2.2 The Agreement will not apply to employees engaged in a role not covered by a classification contained in this Agreement. Such roles include, but are not limited to:
- (a) Administrative, supervisory, or managerial employees;
  - (b) Engineers;
  - (c) Surveyors;
  - (d) Security employees; or
  - (e) Paramedics, nursing, or medical support employees.
- 2.3 For avoidance of doubt, this Agreement shall not apply to Employees of the Employer who are not engaged to work on the Kidston Pumped Hydro Storage Project.

### 3. Definitions

- 3.1 The following definitions shall apply to this Agreement:
- (a) **ACIRT** means the redundancy fund known as the Australian Construction Industry Redundancy Trust.
  - (b) **Agreement** means this enterprise agreement.
  - (c) **All-Purpose Allowance** means an allowance which applies for all purposes of this Agreement. This means the allowance is payable on all hours including overtime and attracts the relative penalty rates. In addition the allowance is payable on all periods of authorised paid absences from work including paid periods of leave.
  - (d) **Award** means the *Building and Construction General On-site Award 2020*; *Manufacturing and Associated Industries and Occupations Award 2020* and the *Plumbing and Fire Sprinklers Award 2020*; each as amended from time to time.
  - (e) **Base Hourly Rate** means the rate of pay payable to an Employee for their ordinary hours of work prescribed by Clause 32 of this Agreement for the Employee's classification, not including bonuses, loadings, monetary allowances, overtime or penalty rates or other separately identifiable amounts. Base Hourly Rates can be found in Clause 24.
  - (f) **Civil Construction Worker** means an Employee as described in Clause 4.3(b) and falls within the classification of Schedule A of the *Building and Construction General On Site Award 2020* as amended from time to time.
  - (g) **Continuous Service** has the meaning given by section 22 of the FW Act.

- (h) **Continuous Shift Worker** means, for the purpose of the additional week of annual leave provided by the NES, an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.
- (i) **Double time** means 200% of the Ordinary Hourly Rate.
- (j) **Double time and a half** means 250% of the Ordinary Hourly Rate.
- (k) **Employee** means an employee of the Employer engaged on the Project in any of the classifications set out in of this Agreement. For the purposes of a specific Part of this Agreement, Employee will have the meaning given in that Part.
- (l) **Employee Organisation** has the meaning given by section 12 of the FW Act.
- (m) **Employer** means McConnell Dowell Constructors (Aust) Pty Ltd.
- (n) **Enterprise** has the meaning given by section 12 of the FW Act.
- (o) **Fair Work Instrument** has the same meaning as it's given in the *Fair Work Act 2009* (Cth) and includes a modern award, enterprise agreement, workplace determination or FWC order.
- (p) **FW Act** means the *Fair Work Act 2009* (Cth) or its successor legislation.
- (q) **FWC** means the Fair Work Commission.
- (r) **Health and Safety Representative**, or 'HSR', means a member of a designated work group elected to represent that designated work group on matters relating to occupational health and safety, with the right to the represent the industrial interests of the Employee/s concerned.
- (s) **Leading Hand** means an Employee who is given by the responsibility of directing and/or supervising the work of one or more other persons by the Employer or Employer's agent.
- (t) **NES** means the *National Employment Standards*, as contained in Part 2-2 of the FW Act, as amended, or replaced from time to time.
- (u) **Parties** means the Employer, the Employees and/or the Union/s, as the context requires.
- (v) **Permanent Night Shift** means work is performed during a night span over the whole period of a roster cycle in which more than two thirds of the Employee's ordinary hours include hours between 08:00 – 06:00.
- (w) **Plumbing and Mechanical Services Worker** means an Employee who falls within the classification descriptors outlined in Clause 23.5.
- (x) **PPE** means personal protective equipment.
- (y) **Project** means the Kidston Pumped Hydro Storage Project.
- (z) **Ordinary Time Earnings** or 'OTE' has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (aa) **Ordinary Hourly Rate** means the base rate applicable to the Employee's classification plus any applicable All-Purpose Allowances.
- (bb) **Ordinary Weekly Wage** can be calculated by multiplying the Employee's regular number of weekly ordinary hours by the Base Rate contained within Clause 24 corresponding with the Employee's classification. The Ordinary Weekly Wage is also inclusive of any All-Purpose Allowances.

- (cc) **RDO** means a Rostered Day Off.
- (dd) **Time and a half** means 150% of the Ordinary Hourly Rate.
- (ee) **Tunnelling Worker** means an Employee who falls within the classification descriptors outlined in Clause 23.4.
- (ff) **Union Delegate** means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members, with the right to represent the industrial interests of the Employee/s concerned.
- (gg) **WHS Act** means the *Work Health and Safety Act 2011* (Qld), or its successor legislation.
- (hh) **WHS Committee** has the meaning given by the WHS Act.
- (ii) **Work Cycle** means a roster cycle made up of working and non-working days.
- (jj) **Workplace Delegate** has the meaning given by section 350C(1) of the FW Act.

#### **4. Duration of Agreement**

- 4.1 This Agreement shall apply from seven (7) days after approval with the FWC.
- 4.2 This Agreement shall operate for four (4) years from the date of approval with the FWC.

#### **5. Purpose of Agreement**

- 5.1 The purpose of this Agreement is to provide a comprehensive set of minimum terms and conditions of employment for Employees performing work on the Project.
- 5.2 Except as outlined in Clause 6 below, or as required by law, this Agreement operates to the exclusion of any applicable Award.
- 5.3 The Employer will ensure that a copy of this Agreement and a copy of the NES are available to all Employees, either on a notice board which is conveniently located at or near the workplace, or through accessible electronic means.

#### **6. Relationship to Awards / National Employment Standards**

- 6.1 This Agreement is intended to be a comprehensive document and applies to the exclusion of any applicable Award except where expressly referred to in this Agreement.
- 6.2 Nothing in this Agreement is intended result in an Employee being paid less for hours worked than they would be entitled to under the relevant Award.
- 6.3 This Agreement will be read and interpreted in conjunction with 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'.

## Part 2 – Contract of Employment

### 7. Engagement

- 7.1 All Employees will be engaged on full-time, part-time, or casual basis. The Employee will be notified at the time of engagement of their employment status.
- 7.2 All new Employees will be subject to a six (6) month probationary period. During this probationary period either the Employer or Employee may terminate the employment with one (1) weeks' notice, or payment in lieu of notice.
- 7.3 Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide employees with more satisfying and challenging jobs and enhance their career growth opportunities.
- 7.4 There shall be no demarcation or restrictions between functions or organisational status including between traditional crafts, occupations, vocations, or callings.
- 7.5 An Employee may be required to, and shall perform, any function required, providing the employee has the required expertise to safely discharge the requisite skills and provided that, such functions shall be subject to safe, legal, and practical work practices.
- 7.6 This required level of flexibility and skill has been contemplated in the wage rates for each classification.

### 8. Full-Time Employees

- 8.1 A full-time Employee shall mean an employee engaged for an average of 36 hours per week or 72 hours per fortnight, in accordance with their relevant Work Cycle.
- 8.2 Full-time Employee's will work a maximum of eight (8) ordinary hours on any given day, and no more than 36 ordinary hours, or an average of 36 ordinary hours per week in accordance with their relevant Work Cycle.
- 8.3 Additional hours worked in excess of these ordinary hours will be paid as Overtime in accordance with Clause 34.

### 9. Part-Time Employees

- 9.1 A part-time Employee is an Employee who works a rostered average of fewer than 36 hours per week and has reasonably predictable hours of work.
- 9.2 A part-time Employee will be paid the hourly rate for their relevant classification for each ordinary hour worked.
- 9.3 Subject to, and in accordance with the NES/FW Act, part-time Employees will accrue leave entitlements on a pro-rata basis.
- 9.4 Before commencing a period of part-time employment, the Employee and the Company will agree in writing:
  - (a) the hours to be worked by the Employee, the days on which the hours be worked and commencing times for the work; and
  - (b) the classification applying to the work to be performed.

- 9.5 Where a part-time Employee is required to work in excess of their agreed part-time hours, they will be paid at their ordinary hourly rate up to a maximum of 36 hours per week and will receive overtime rates thereafter. Any additional ordinary hours will attract accrued leave entitlements on a pro-rata basis.
- 9.6 For avoidance of doubt, additional overtime hours worked beyond the maximum ordinary hours per week will not attract accrued leave entitlements.

## **10. Casual Employees**

- 10.1 'Casual Employee' has the meaning given by the FW Act.
- 10.2 Casual Employees will receive a loading of 25% in addition to the Base Rates prescribed in Clause 24. This 25% loading is to compensate for accrued leave and other entitlements not applicable to casual Employees including: annual leave, personal leave, notice of termination, redundancy pay, and any other full-time entitlements that do not apply to casual Employees.
- 10.3 A casual Employee shall be entitled to payment for a minimum of four (4) hours' work per engagement.
- 10.4 Casual Employees shall be paid the relevant penalty rates prescribed by Clause 34.2 provided that;
- (a) where the relevant penalty rate is Time and a Half, the employee must be paid 175% of the full-time hourly rate prescribed for the Employee's classification; and
  - (b) where the relevant penalty rate is Double Time, the Employee must be paid 225% of the full-time hourly rate prescribed for the Employee's classification.

### **10.5 Casual Conversion to Full-Time or Part-Time Employment**

- (a) Conversion from casual employment to full-time or part-time employment will be in accordance with the NES.

## **11. Project Completion Payment**

- 11.1 A Project Completion Payment ('PCP') will accrue for each completed week of work on site at a rate of \$150.00 per week worked.
- 11.2 The PCP will not accrue on any form of leave or unauthorised absence.
- 11.3 The PCP will be paid out only on written notification of demobilisation from the Project. This written notification will be provided to you by the Employer.
- 11.4 For avoidance of doubt:
- (a) the PCP will not be payable if the Employee leaves the Project for any reason prior to receiving written notification of their demobilisation from the Project; and
  - (b) nothing in this Clause 11 or this Agreement more generally is intended to or will entitle an Employee to receive more than one PCP on demobilisation from the Project.

## **12. Notice of Termination – Employer**

- 12.1 If the Employer seeks to terminate a permanent Employee, they shall do so in accordance with the relevant NES provisions.



- 12.2 The Employer will provide notice of termination, or payment in lieu of notice to the Employee in accordance with the following table:

<b>Where the employee's period of continuous service with that Employer is:</b>	<b>The period of notice is:</b>
Up to 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

- 12.3 The Employee shall be entitled to one (1) week of notice in addition to the notice periods outlined in Clause 12.2 above, where the Employee is over 45 years of age and has completed at least two years of Continuous Service with the Employer.
- 12.4 Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu. Payment in lieu of notice shall be at the Employee's Ordinary Weekly Wage for the ordinary hours not worked by the Employee during the period of notice. Nothing in this clause shall affect the right of the Employer to summarily dismiss an Employee for conduct that justifies this action.

### **13. Notice of Termination - Employee**

- 13.1 The period of notice to be given by the Employee shall be one (1) week.

### **14. Redundancy**

- 14.1 The Employer must contribute \$102.50 per week per Employee into ACIRT, except where an employee takes an unauthorised absence.
- 14.2 Where an Employee takes an unauthorised absence, the Employee will accrue at the daily rate of \$10.50 for each day (limited to Monday to Friday) worked during the week of the unauthorised absence.
- 14.3 Employees engaged for part weeks will accrue at \$10.50 per day. Casual Employees have no such entitlement.
- 14.4 The payments under this Clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments. This payment will offset any liability arising under the redundancy provisions of any relevant Award. The employer may suspend payments when the accrued amount reaches the maximum payable under the Award.

### **15. Personal Safety**

- 15.1 It is a requirement to wear and maintain PPE and safety equipment while in areas requiring such equipment.
- 15.2 In particular this means:
- (a) the wearing of high visibility shirts or vests (as required by the Project);
  - (b) always wearing approved safety boots on site; and
  - (c) the completion of pre-start check documentation with hours/kilometres recorded.

## **16. Drug and Alcohol Management**

- 16.1 The Employer reserves the right to undertake drug and alcohol testing during the life of this Agreement. Breathalyser, saliva, and urine testing methods shall be utilised for this purpose.

## **17. Time Recording**

- 17.1 The Employer may, at its discretion, introduce an electronic biometric time recording system to record an Employee's hours of work. This device may capture the Employee's unique fingerprint, or other compatible unique biometric identifier to log when the Employee commences, and ceases work each day.
- 17.2 Biometric data collected is immediately converted to a string of numbers only readable by the biometric time clock device, and the string of numbers is then imported into the payroll system as a numeric record.
- 17.3 If the device is not operational for whatever reason, or the Employee is unable to access the device, a manual record of time recording will be undertaken by the Supervisor or nominated Employer representative to ensure that the Employee is paid for hours worked.

## Part 3 – Industrial Relations Terms

### 18. Consultation

18.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### 18.2 Major change

- (a) For a major change referred to in Clause 18.1(a):
  - (i) the Employer must notify the Relevant Employees of the decision to introduce the major change; and
  - (ii) subclauses (b) to (h) below apply.
- (b) The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) 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 Employer of the identity of the representative;
  - (iii) the Employer must recognise the representative.
- (d) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the Relevant Employees:
    - (A) the introduction of the change; and
    - (B) the effect the change is likely to have on the Employees; and
    - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion – provide, in writing, to the Relevant Employees:
    - (A) all relevant information about the change including the nature of the change proposed; and
    - (B) information about the expected effects of the change on the Employees; and
    - (C) any other matters likely to affect the Employees.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

- (g) If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the employer, the requirements set out in Clause 18.2(a) and subclauses (b) and (c) above are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation, or size of the Employer's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.

### **18.3 Change to regular roster or ordinary hours of work**

- (a) For a change referred to in Clause 18.1(a):
  - (i) the employer must notify the Relevant Employees of the proposed change; and
  - (ii) subclauses (b) to (f) below apply.
- (b) The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) 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 employer of the identity of the representative;
  - (iii) the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
  - (i) discuss with the Relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion – provide to the Relevant Employees:
    - (A) all relevant information about the change, including the nature of the change; and
    - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
    - (D) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

18.4 In this term:

- (a) **Relevant Employees** means the Employees who may be affected by a change referred to in Clause 18.1.

## 19. Dispute Resolution Procedure

19.1 The Parties to this Agreement shall observe the following dispute resolution procedure. This procedure applies to any disputes relating to the operation of this Agreement, the NES, or any other relevant Fair Work Instrument.

19.2 The Employer or Employee may appoint a representative at any of the stage of the dispute resolution process.

### 19.3 Procedure:

- (a) Parties to the dispute will first meet and confer by holding discussions between the Employee/s concerned and their immediate supervisor/s.
- (b) If the matter is not resolved at such a meeting, the parties will arrange further discussions involving more senior management as appropriate.
- (c) If the matter remains unresolved, the Employer or Employee may refer it to a more senior level of management for consideration.
- (d) In the event of the matter remaining unresolved, either party may refer the matter to the FWC for conciliation.
- (e) Where conciliation of the matter is unsuccessful, either party may refer the matter to the FWC for arbitration.

19.4 Except in situations where there is a perceived immediate and significant threat to Employee health and safety, work will continue, and consideration will be given to operational requirements and business needs as a priority.

## 20. Individual Flexibility Arrangement

20.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement (also known as 'IFA') to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one (1) or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
  - (vi) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause (a); and

(vii) the arrangement is genuinely agreed to by the Employer and Employee.

- 20.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
  - (b) are not unlawful terms under section 194 of the FW Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 20.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 20.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 20.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing – at any time.

## 21. Union Delegate Rights

21.1 This Clause 21 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

*NOTE: Under section 350C(4) of the FW Act, the Employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Employer has complied with Clause 21.*

21.2 In Clause 21:

- (a) **Delegate's Organisation** means the Employee Organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) **Eligible Employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.

21.3 Before exercising entitlements under Clause 21, a Workplace Delegate must give the employer written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

21.4 An Employee who ceases to be a Workplace Delegate must give written notice to the Employer within 14 days.

### **21.5 Right of representation**

- (a) A Workplace Delegate may represent the industrial interests of Eligible Employees who wish to be represented by the workplace delegate in matters including:
  - (i) consultation about major workplace change;
  - (ii) consultation about changes to rosters or hours of work;
  - (iii) resolution of disputes;
  - (iv) disciplinary processes;
  - (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the Delegate's Organisation with enterprise bargaining; and
  - (vi) any process or procedure within an award, enterprise agreement or policy of the employer under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

### **21.6 Entitlement to reasonable communication**

- (a) A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under Clause 21.5. This includes discussing membership of the Delegate's Organisation and representation with Eligible Employees.
- (b) A Workplace Delegate may communicate with Eligible Employees during working hours or work breaks, or before or after work.

### **21.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The Employer must provide a Workplace Delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners, and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under Clause 21.7(a) if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

## **21.8 Entitlement to reasonable access to training**

The Employer must provide a Workplace Delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one Workplace Delegate per 50 Eligible Employees.
- (b) The number of Eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of Eligible Employees who are:
  - (i) full-time or part-time Employees; or
  - (ii) regular casual Employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the Workplace Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The Workplace Delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Employer, the Workplace Delegate must provide the Employer with an outline of the training content.
- (f) The Employer must advise the Workplace Delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The Workplace Delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

## **21.9 Exercise of entitlements under Clause 21**

- (a) A Workplace Delegate's entitlements under Clause 21 are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an Employee;
  - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct, or prevent the normal performance of work; and
  - (iv) not hinder, obstruct, or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 21 does not require the Employer to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 21 does not require an Eligible Employee to be represented by a Workplace Delegate without the employee's agreement.



*NOTE: Under section 350A of the FW Act, the employer must not:*

- *unreasonably fail or refuse to deal with a workplace delegate; or*
- *knowingly or recklessly make a false or misleading representation to a workplace delegate; or*
- *unreasonably hinder, obstruct, or prevent the exercise of the rights of a workplace delegate under the FW Act or Clause 21.*

## **22. Employee Representatives**

- 22.1 In this Agreement, '**Employee Representative**' means a person employed on the Project under this Agreement, who is elected by Employees also employed on the Project under this Agreement to be a Union Delegate and / or a Health and Safety Representative (HSR).
- 22.2 For avoidance of doubt, the Employee Representative remains a working Employee as directed by the Employer and is not employed for the sole purpose of carrying out the duties of being an Employee Representative.
- 22.3 In accordance with Clause 21.3, elected Union Delegates must notify the Employer of their appointment. HSRs must also adhere to the notification requirements outlined in Clause 21.3. An Employee Representative will not be recognised without this notification.
- 22.4 The Employer recognises the role of Employee Representatives to represent Employees in accordance with the relevant powers awarded to them under the FW Act and / or the WHS Act. The Employer will not prevent an Employee Representative from reasonably representing Employees in accordance with the relevant legislative powers awarded to them.
- 22.5 Each Employee Representative, upon application in writing, shall be granted up to five (5) days leave with pay each calendar year, non-cumulative, to attend courses conducted by an Employee Organisation or a training provider, that are designed to provide skills and competencies that will assist the Employee Representative to perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace.
- 22.6 For avoidance of doubt, the entitlement for training leave above at Clause 22.5, is not intended to create an additional entitlement to the entitlement provided for in Clause 21.8. That is, a Union Delegate is only entitled to a maximum of five (5) days of paid Workplace Delegate training leave each calendar year.

## Part 4 – Wages, Classifications, and Allowances

### 23. Classification Definitions

23.1 Employees shall be classified in accordance with the following classification descriptions.

23.2 The classification structure is split into four discipline groups:

- (a) Civil Construction Workers – Clause 23.3
- (b) Tunnelling Workers – Clause 23.4
- (c) Plumbing and Mechanical Workers – Clause 23.5

#### 23.3 Civil Construction Workers

Classification	Description
CW2	<ul style="list-style-type: none"> <li>• Skilled General Labourer,</li> <li>• Earthworks,</li> <li>• Trim Grade Checker,</li> <li>• Heavy Plant Spotter,</li> <li>• Concrete Gang,</li> <li>• Concrete Float Hand,</li> <li>• Paving Stringliner,</li> <li>• Store-person,</li> <li>• Yardman,</li> <li>• Chainman</li> </ul>
CW3	<ul style="list-style-type: none"> <li>• Elevated Work Platform Operator with Ticket,</li> <li>• Hoist Driver, Form Work Labourer,</li> <li>• Road Roller Operator under 12T, Heavy Mobile Plant Operator (0-5T),</li> <li>• Ticketed Dogman,</li> <li>• Steel fixer,</li> <li>• Ticketed Forklift Driver,</li> <li>• Ticketed Rigger/Scaffolder,</li> <li>• Telehandler (Up to 4.5T),</li> <li>• Hiab Operator,</li> <li>• Shotcreter,</li> <li>• Shotcrete Crew,</li> <li>• Painter,</li> <li>• Rail Track Worker – TLI Cert 2 in Rail,</li> <li>• Infrastructure,</li> <li>• Railway Safety Protection Officer Level 1</li> </ul>
CW4	<ul style="list-style-type: none"> <li>• Concrete Line Pump Operator,</li> <li>• Road Roller Operator 12T and over, Concrete Finisher,</li> <li>• Concrete Paving Spreader,</li> <li>• Non-certified Tradesperson,</li> <li>• WHSO,</li> <li>• Rail Track Worker – TLI Cert 2 in Rail Infrastructure (commenced Cert 3),</li> <li>• Sleeper gantry,</li> <li>• Operator Railway Safety Protection Officer Level 2</li> </ul>

<p>CW5</p>	<ul style="list-style-type: none"> <li>• Trade Qualified Tradesperson,</li> <li>• Crane Operator (5-20T),</li> <li>• Operators of: <ul style="list-style-type: none"> <li>○ Tractor up to but not exceeding 48kw (65bhp),</li> <li>○ Skid Steer Excavator up to but not exceeding 48kw (65bhp),</li> <li>○ Dumper/Water Cart not exceeding 40T,</li> <li>○ Mobile Concrete Pump Boom,</li> <li>○ Forklift not exceeding 48kw,</li> <li>○ Shotcrete Placing Machine,</li> <li>○ Paver,</li> </ul> </li> <li>• Gantry Crane Operator,</li> <li>• Rail Track Vehicle Operator,</li> <li>• Trade Qualified welder (Cert 3),</li> <li>• Rail Track Worker – TLI Cert 3 in Rail Infrastructure Railway Safety Protection Officer Level 3 or 4</li> </ul>
<p>CW6</p>	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator (&gt;20T-60T),</li> <li>• Operators of: <ul style="list-style-type: none"> <li>○ Tractor 48kw up to but not exceeding 370kw,</li> <li>○ Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including: 960, 966, 980,</li> <li>○ Dry Batch Plant,</li> <li>○ Pug Mill,</li> <li>○ Skid Steer Tractor from 48kw,</li> <li>○ Forklift from 48kw but not exceeding 220kw,</li> <li>○ Excavator not exceeding 3cubic metres,</li> <li>○ Dumper/Water Cart over 40T but not exceeding 100T,</li> <li>○ Dozer D8 without GPS, Compactor 825 without GPS,</li> <li>○ Graders 140,143,14,16 without GPS,</li> </ul> </li> <li>• Rail Track – Team Leader – Track Inspection / Certification / Quality Control</li> </ul>
<p>CW7</p>	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator (&gt;60-100T)</li> <li>• Operators of: <ul style="list-style-type: none"> <li>○ Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION,</li> <li>○ Trimmer,</li> <li>○ Excavator from 3 cubic metres,</li> <li>○ Loader-Front End and Overhead from 370kw up to but not exceeding 450kw,</li> <li>○ Wet batch Plant,</li> <li>○ Scraper 651,</li> <li>○ Compactor 825 with GPS, Graders 140,143,14,16 with GPS,</li> <li>○ Dozer D8 with GPS,</li> </ul> </li> <li>• Tower Crane Operator</li> </ul>
<p>CW8</p>	<ul style="list-style-type: none"> <li>• Heavy Mobile Plant Operator (&gt;100T),</li> <li>• Operators of: <ul style="list-style-type: none"> <li>○ Tractor from 450kw including Dozer D11, D10-48kw, 475,</li> <li>○ Grader with Final Trim,</li> <li>○ Scraper 637</li> </ul> </li> </ul>

## 23.4 Tunnelling Workers

Classification	Description
TW1	<p><b>TW1 New Entrant</b></p> <p>Employees, with less than 12 months experience in tunnelling, engaged to perform:</p> <ul style="list-style-type: none"> <li>• general labouring duties,</li> <li>• chainman,</li> <li>• concrete gang,</li> <li>• store person, and/or</li> <li>• hoist driver.</li> </ul>
TW2	<p><b>TW2 – Tunneller Class 2</b></p> <p>An Employee engaged underground in the work of:</p> <ul style="list-style-type: none"> <li>• assisting Tunneller Class 1,</li> <li>• car spotter,</li> <li>• brakeman,</li> <li>• operators of dump trucks,</li> <li>• and members of a bullgang,</li> <li>• or an Employee carrying out general excavation operations.</li> </ul> <p>A Tunneller Class 2 is able to operate limited pieces of equipment. A minimum period of six (6) months is required to be spent in this role prior to be eligible to progress to Tunneller Class 1. Reclassification to a Tunneller Class 1 is subject to the Employee passing a competency assessment.</p> <p>Includes Employees engaged to:</p> <ul style="list-style-type: none"> <li>• perform concrete finishing,</li> <li>• steel fixing,</li> <li>• scaffolding,</li> <li>• dogman,</li> <li>• nipper, and/or</li> <li>• dumper driver.</li> </ul>
TW3	<p><b>TW3- Tunneller Class 1</b></p> <p>An Employee engaged to carry out work in the excavation, lining and support works of the tunnel.</p> <p>The Tunneller Class 1 works with specialised equipment adapted to the excavation, movement of cable, attachment/plug-in, and movement of services (pipes etc.) support and final lining of the tunnel.</p> <p>This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• The operation of hydraulic and/or electrical equipment and replacement of ground engaging tools for roadheaders, lifting and placement devices, segment cranes, gantry crane operator driving locomotives and other plant mucking equipment, concrete pumping equipment and grouting equipment.</li> </ul>

	<ul style="list-style-type: none"> <li>Use of excavator, forklifts, bobcat, concrete agitator, Hiab, Manitou, hoists, small dumpers/loaders, grout pumps and mixers, loaders, trucks, drilling machines, shotcreting and rockbolting equipment, scissor truck.</li> </ul> <p>A Tunneller Class 1 is able to operate a range of equipment (excluding roadheaders, mechanical miners and mobile cranes) to the satisfaction of Spark.</p> <p>Includes Employees engaged as Service Vehicle Operators.</p>
TW4	<p><b>TW4</b></p> <p>Includes Employees engaged to perform:</p> <ul style="list-style-type: none"> <li>shotcreting,</li> <li>bolting,</li> <li>shot firing, and/or</li> <li>ringbuilding.</li> </ul>
TW5	<p><b>TW 5 – Operator: Road Header or Tunnel Boring Machine</b></p> <p>An Employee engaged specifically to operate a Road Header or Tunnel Boring Machine</p>
TW6	<p><b>TW6 –Tunnelling Mechanical Tradesperson</b></p> <p>A Mechanical Tradesperson is a Tunnel Worker 6 and is engaged to specifically perform work associated with:</p> <ul style="list-style-type: none"> <li>tunnel or shaft excavation,</li> <li>the installation of temporary or permanent tunnel supports and lining, and/or</li> <li>tunnel excavation ancillary services (for example, fitters, and other mechanical trades, who are engaged in relation to tunnel or shaft excavation and support works), on the Project.</li> </ul> <p>For clarification, a TW6 Mechanical Tradesperson is not engaged to carry out work on the permanent mechanical fit out of the tunnel.</p>
TW7	<p><b>TW7 – Jumbo Operators</b></p> <p>An Employee specifically engaged as a Jumbo Operator.</p>

### 23.5 Plumbing and Mechanical Workers

Classification	Description
M1	<p><b>Plumbing and Mechanical Services Tradesperson Level 1</b></p> <p>A Plumbing and Mechanical Services Tradesperson Level 1 is an Employee who is not a licensed drainer or performing mechanical services pipework but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:</p> <ul style="list-style-type: none"> <li>(a) exercises good interpersonal and communication skills;</li> <li>(b) reads, interprets, and applies information from plans;</li> <li>(c) understands and applies quality control techniques;</li> <li>(d) exercises discretion within the scope of this grade;</li> </ul>

	<ul style="list-style-type: none"> <li>(e) performs work under general supervision either individually or in a team environment;</li> <li>(f) is able to perform tasks safely and be able to identify hazards within their sphere of work;</li> <li>(g) assists with informal on-the-job guidance to a limited degree;</li> <li>(h) performs non-trade tasks incidental to their work;</li> <li>(i) has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream; and</li> <li>(j) performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.</li> </ul>
M2	<p><b>Plumbing and Mechanical Services Tradesperson Level 2</b></p> <p>A Plumbing and Mechanical Services Tradesperson Level 2 is either:</p> <ul style="list-style-type: none"> <li>(a) a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or</li> <li>(b) a person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Agreement; or</li> <li>(c) a person who holds a trade certificate level 3 in Engineering – Fabrication.</li> </ul>
M3	<p><b>Plumbing and Mechanical Services Tradesperson - Special Class Level 1</b></p> <p>A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:</p> <ul style="list-style-type: none"> <li>(a) has been assessed as a competent plumber within the relevant field of work; and</li> <li>(b) three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or</li> <li>(c) the equivalent; or</li> <li>(d) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</li> </ul>
M4	<p><b>Plumbing and Mechanical Services Tradesperson - Special Class Level 2</b></p> <p>A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:</p> <ul style="list-style-type: none"> <li>(a) three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or</li> <li>(b) equivalent; or</li> </ul>

	(c) will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.
M5	<p><b>Advanced Plumbing and Mechanical Services Tradesperson Level 1</b></p> <p>An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:</p> <p>(a) 1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent;</p> <p>(b) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.</p>
M6	<p><b>Advanced Plumbing and Mechanical Services Tradesperson Level 2</b></p> <p>An Advanced Plumbing and Mechanical Services Tradesperson Level 2 is an Advanced Plumbing and Mechanical Services Tradesperson Level 1 who has:</p> <p>(a) 1.5 appropriate modules in addition to the training requirements of an Advanced Plumbing and Mechanical Services Tradesperson Level 1; or equivalent;</p> <p>(b) or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.</p> <p>An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.</p>

## 24. Base Hourly Rates

24.1 The wage rates for each classification are as prescribed below:

- (a) Civil Construction Workers – Clause 24.5
- (b) Tunnelling Workers – Clause 24.6
- (c) Plumbing and Mechanical Workers – Clause 24.7

24.2 The rates compensate for all special skills and/or disabilities and/or special rates associated with the industry of the Employer.

24.3 For avoidance of doubt, these rates are intended to compensate for any allowances not expressly provided for in this Agreement, which would ordinarily be payable under an applicable Award.

24.4 These rates will increase by 5% from the first full pay period on or after the 12-month anniversary of the date of certification of the Agreement by the FWC.

**24.5 Civil Construction Workers Base Hourly Rates**

Classification	Rates from Commencement of Agreement
CW1	\$48.30
CW2	\$51.14
CW3	\$52.27
CW4	\$54.55
CW5	\$56.82
CW6	\$59.66
CW7	\$62.50
CW8	\$65.34

**24.6 Tunnelling Workers Base Hourly Rates**

Classification	Rates from Commencement of Agreement
TW1	\$54.50
TW2	\$60.86
TW3	\$61.68
TW4	\$62.20
TW5	\$65.07
TW6	\$66.77
TW7	\$68.55

**24.7 Plumbing and Mechanical Workers Base Hourly Rates**

Classification	Rates from Commencement of Agreement
M1	\$58.15
M2	\$61.11
M3	\$63.95
M4	\$66.82
M5	\$69.76
M6	\$72.63

**25. Apprentices**

- 25.1 The Base Hourly Rate for each year of an Apprenticeship, except Adult Apprentices shall be determined in accordance with the following table. These rates are calculated as a percentage of the applicable qualified base rate as identified in the table below.
- 25.2 These rates are payable from commencement of the Agreement and are subject to a 5% increase in accordance with Clause 24.4 above.

	Civil Construction Workers	Tunnelling Workers	Plumbing and Mechanical Workers
<b>Applicable Rate</b>	CW3 – \$52.27	TW6 - \$66.77	M1 - \$58.25
<b>Year 1 (50%)</b>	\$ 26.14	\$ 33.39	\$ 29.08
<b>Year 2 (60%)</b>	\$ 31.36	\$ 40.06	\$ 34.89
<b>Year 3 (75%)</b>	\$ 39.20	\$ 50.08	\$ 43.61
<b>Year 4 (90%)</b>	\$ 47.04	\$ 60.09	\$ 52.34



### **25.3 Adult Apprentice – Civil Construction Worker**

- (a) An Adult Apprentice shall be paid the Base Hourly Rate prescribed for CW1 in Clause 24.5 above, or the Base Hourly Rate prescribed by Clause 25.2 for the relevant year of apprenticeship, whichever is the greater.

### **25.4 Adult Apprentice – Tunnelling Worker**

- (a) An Adult Apprentice shall be paid at minimum \$48.30 per hour, or the Base Hourly Rate prescribed by Clause 25.2 for the relevant year of apprenticeship, whichever is the greater.
- (b) The \$48.30 is subject to a 5% increase in accordance with Clause 24.4.

### **25.5 Adult Apprentice – Plumbing and Mechanical Worker**

- (a) An Adult Apprentice shall be paid at minimum \$48.30 per hour, or the Base Hourly Rate prescribed by Clause 25.2 for the relevant year of apprenticeship, whichever is the greater.
- (b) The \$48.30 is subject to a 5% increase in accordance with Clause 24.4.

- 25.6 For the purposes of this Clause, an **Adult Apprentice** shall mean an Employee 21 years of age or over at the time of entering an apprenticeship program for a specified trade.

## **26. Tool Allowance**

- 26.1 An Employee engaged on the basis of a trade qualification and required to supply their own tools shall receive an all-purpose allowance of \$33.00 per week. This payment shall not be made where the Employer provides tools for the Employee.

## **27. Leading Hand Allowance**

- 27.1 An Employee appointed by their Employer to act as a leading hand shall be paid an allowance at the rate of \$75.00 per week. This allowance is paid for each week the Employee performs this role on site.

## **28. First Aid Allowance**

- 28.1 An Employee who is qualified to provide first aid and is appointed by the employer to be a first aid officer at a workplace will receive an allowance at the rate of \$16.00 per week. This allowance is paid for each week the Employee performs this role on site.

## **29. Superannuation**

- 29.1 The Employer shall pay superannuation in accordance with the prescriptions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time into the Employee's superannuation fund. This will satisfy the statutory requirements for occupational superannuation.

## **30. Income Protection**

- 30.1 The Employer shall maintain income protection insurance for periods of absence on leave without pay due to illness, accident, or injury. The income protection insurance for Employees

will be collected and administered by a third-party insurer designated by the Employer (e.g. Chifley Financial Services). The cost to the Employer will not exceed \$20.00 per week.

- 30.2 In the event that the Employer's insurance provider refuses to cover a particular claim, then this claim will not be paid, and the Employer will not be liable for such claim.

## **31. Payment of Wages**

- 31.1 The Employees will be paid weekly by electronic funds transfer.

## Part 5 – Hours of Work and Overtime

### 32. Ordinary Hours

- 32.1 The ordinary hours of work shall be an average of 36 hours per week to be worked over a four (4) week work cycle. The ordinary hours may be worked from 6.00 am to 6.00 pm Monday to Friday.
- 32.2 The work cycle may be altered by agreement or reasonable notice to suit project requirements. It will be available to work alternate hours of work that provide an average of 36 hours a week over a nominated work cycle and may be worked up to 15 hours per day. These cycles may include weekends to suit project requirements and/or implement compacted work (R&R) cycles such as:
- (a) 10 days on, 4 days off;
  - (b) 14 days on, 7 days off;
  - (c) 21 days on, 7 days off;
  - (d) 28 days on, 9 days off; and
  - (e) Even time rosters (e.g. 7 days on, 7 days off).
- 32.3 The weekend overtime rates will apply to ordinary hours worked on a weekend.
- 32.4 The R&R period on a compacted work cycle shall be unpaid.

### 33. Rostered Day Off

- 33.1 Where an RDO system is worked on project work as determined by the Employer, the ordinary hours of work shall be 8 hours per day with 0.8 of an hour on each day worked, Monday to Friday, accruing towards an RDO.
- 33.2 RDO's shall be taken at times as determined by the Employer or at times mutually agreed between the Employer and Employees to suit operational requirements. RDO's may be taken during R&R periods where a compacted (R&R) roster is worked. RDO's shall be paid out at the employee's base hourly rate prescribed in Clause 24.

### 34. Additional Hours / Overtime

- 34.1 Employees on the Project are expected to work reasonable additional hours in excess of their ordinary hours.
- 34.2 All time worked in excess of the work cycle's ordinary weekly or daily hours, or outside the span of ordinary hours of work, shall be paid as overtime at the following overtime rates:
- (a) **Monday to Saturday** at the rate of time and a half for the first two (2) hours and double time thereafter.
  - (b) All time worked on Sunday shall be paid at double time.

## 35. Meal Breaks and Rest Pauses

- 35.1 There will be a meal break and a rest pause for each shift or day where a minimum of five (5) hours are worked Monday to Friday.
- (a) The meal break shall be 30 minutes duration and will be unpaid.
  - (b) The rest pause will be 20 minutes duration and paid.
- 35.2 The meal breaks and rest pauses will be taken at such time so to not interfere with the continuity of the operations.

## 36. Shift Work

- 36.1 **Shift work** meaning any system of work in which operations are being continued by the employment of a group of Employees upon work on which another group had been engaged previously.
- 36.2 **Day Work** (i.e. work commencing on or after 6.00am and before 10.00am) is not Shift Work.
- 36.3 An **Afternoon Shift** is defined as a roster whereby the ordinary hours of work commence between 10.00am and 8.00pm.
- 36.4 A **Night Shift** is defined as a roster whereby the ordinary hours of work commence between 8.00pm and 6.00am.
- 36.5 The following loadings will apply to shift work:
- (a) Where less than five (5) continuous afternoon or nights or a rostered 36 hours per week are worked, a 50% loading shall apply on the ordinary hours of work only;
  - (b) Where five (5) continuous afternoon or nights or more per week are worked, a 15% loading shall apply on the ordinary hours of work only;
  - (c) Where a non-rotating shift roster is worked for a four (4) week period or more, a 30% loading shall apply on the ordinary hours of work only.
- 36.6 All overtime (i.e. in excess of 36 hours) worked by shift workers will be paid at double time.
- 36.7 The shift loading only applies to base hourly rate, it is not compounded with overtime or weekend penalty rates.
- 36.8 In the circumstances where less than 5 continuous nights are worked in a week, the Employee shall be paid for any make-up shift / time to ensure the Employee receives a minimum of 36 ordinary hours of work for that week.

## 37. Wet Weather / Downtime

- 37.1 During periods of inclement weather that prevents work from being performed on site, the Employer, where practical, will transfer Employees to an alternative site not so affected, or to the Employer's depot/yard to perform maintenance, service-type duties, or training.
- 37.2 Where this is not practical, all full-time Employees shall be entitled to payment for ordinary time lost through wet weather and the effects of wet weather for up to 32 hours each calendar month (non-cumulative) subject to an Employee being ready willing and able to work.
- 37.3 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 wet weather.

- 37.4 Where it is raining, and the site management instruct an Employee to work in the rain to undertake emergency work, the employee shall be paid at the rate of double time.
- 37.5 Payment for such work will be limited to completion of a concrete pour that commenced prior to rain, road and environment emergency maintenance, and any piling work that commenced prior to rain as instructed by site management. The additional payment shall not apply to Employees working in dry situations or working under cover.

## Part 6 – Leave and Public Holidays

### 38. Annual Leave

#### 38.1 Entitlement

- (a) An Employee shall be entitled to be paid annual leave at the rate of four (4) weeks of ordinary time for each year of continuous service consistent with NES. The period of annual leave shall be exclusive of any public holiday that occurs during the period.
- (b) Notwithstanding the above, an Employee defined as a Shiftworker for the purposes of the National Employment Standards (NES) will be entitled to an additional week of annual leave as provided for in the NES.
- (c) A Shiftworker for the purpose of the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.
- (d) By written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;
  - (i) a balance of four (4) weeks leave must be maintained;
  - (ii) the payment in lieu will be equal to the pay for that period of time as prescribed in Clause 38.3.

#### 38.2 Taking Annual Leave

- (a) The taking of annual leave will be subject to mutual agreement and at times convenient to requirements of projects.
- (b) The Employer by giving reasonable notice may require employees to take annual leave for an annual shutdown.

#### 38.3 Calculation of Annual Leave Pay

- (a) Annual leave shall be paid at the Employee's ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments); plus an amount equal to 17.5% of the amount.

#### 38.4 Excess Leave Accrual

- (a) Unused annual leave carries forward from year to year; however, an Employee may not accumulate more than six (6) weeks annual leave, except where agreed in writing with the Employer.
- (b) The Employer may direct any Employee with leave in excess of six (6) weeks to take such leave, if agreement as to reducing the balance of leave cannot be reached.

#### 38.5 Payment on Termination

- (a) An Employee on termination will be paid the accrued untaken annual leave based on the period of service and a pro-rata amount of the loading referred to in 38.3(a).

## 39. Personal Leave

### 39.1 Entitlement

- (a) A full-time Employee shall accrue paid personal leave at the rate of 10 days for each calendar year in accordance with the NES.
- (b) Personal leave accumulates from year-to-year.
- (c) Personal leave is available where an Employee:
  - (i) is not fit for work due to a personal illness or personal injury (**Sick Leave**); or
  - (ii) requires time off work to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires care or support because of (**Carer's Leave**):
    - (A) a personal illness, or personal injury affect the member; or
    - (B) an unexpected emergency affecting the member.
- (d) Personal leave will be paid at the Employee's Ordinary Rate of Pay for ordinary hours for the period of leave.
- (e) For avoidance of doubt, an Employee shall not be entitled to be paid personal for more ordinary hours than the employee would have worked on that day.
- (f) Personal leave shall not apply for illnesses or injury covered by worker's compensation.
- (g) Casual Employee's are not entitled to paid personal leave. Casual employees shall be entitled to a maximum of two (2) days unpaid leave per permissible occasion for the purpose of carer's leave, consistent with Clause 39.1(c)(ii) above.

### 39.2 Payment

- (a) Personal leave shall be paid at the Employee's Ordinary Rate of Pay for ordinary hours and the Employee must meet the following requirements:
  - (i) have a sufficient balance of accrued personal leave available to them;
  - (ii) notify the Employer of the absence as soon as practicable;
  - (iii) advise the Employer how long the absence on personal leave is likely to be; and
  - (iv) provide evidence satisfactory to the Employer of the situation permitting sick / carer's leave to be taken in accordance with Clause 39.1(c) above.

### 39.3 Evidence Requirements

- (a) Evidence – Personal (Sick) Leave
  - (i) An Employee absent on leave for more than two (2) consecutive days, or on more than two (2) single days in any year, may be required by the Employer to produce a medical certificate from a qualified medical practitioner stating the nature of the illness and the period the employee will be unable to work.
  - (ii) Where work is performed in remote parts of Australia where a medical certificate is impracticable to obtain, a statutory declaration will be acceptable.
- (b) Evidence – Personal (Carer's) Leave
  - (i) An Employee may use accrued personal leave as carers leave in accordance with Clause 39.1(c)(ii) above. The leave will be subject to the Employee providing reasonable proof of the need for the use of carer's leave.

- (ii) In circumstances where the Employee has exhausted all available paid personal leave, a further two (2) days unpaid leave may be taken per occasion.

#### **39.4 Deduction from Personal Leave Credits**

- (a) The number of hours deducted from an Employee's accrued personal leave balance will be equivalent to the ordinary hours the Employee would have worked had they not been on personal leave.
- (b) Unless as otherwise provided for in this Agreement or the NES, where an Employee has insufficient personal leave accrued available to cover the period of required leave, the Employee may agree with the Employer to take unpaid personal leave for a reasonable period of time.

#### **39.5 Payout of Personal Leave on Project-based Employment**

- (a) In circumstances where an Employee is engaged by the Employer solely for the Project (Project-based employment) the Employee will be entitled to be paid for unused personal leave accrued from the Project.
- (b) This payment is subject to the Employee having a minimum balance of two (2) days personal leave accrued at the date of termination.

### **40. Parental Leave**

40.1 Employees will be entitled to parental leave in accordance with the NES.

### **41. Compassionate Leave**

41.1 Employees will be entitled to compassionate leave in accordance with the NES.

41.2 A full-time Employee is entitled to two (2) days of compassionate leave for each permissible occasion when:

- (a) a member of the Employee's immediate family or member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life;
  - (ii) sustains a personal injury that poses a serious threat to their life;
  - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

41.3 Clause 41.2(c) does not apply:

- (a) if the miscarriage results in a stillborn child; or
- (b) to a former spouse, or former de facto partner, of the employee.

41.4 The following are members of an Employee's immediate family:

- (a) a spouse or former spouse, de facto partner or former de factor partner, child, parent, grandparent, grandchild, or sibling of the Employee;
- (b) the immediate family of the Employee's spouse or de facto partner (or former spouse or de facto partner);



- (c) step relations; or
- (d) adoptive relations.

## **42. Community Service Leave**

42.1 Employees will be entitled to community service leave in accordance with the NES.

## **43. Long Service Leave**

43.1 All Employees shall be entitled to long service leave in accordance with the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld), or the *Industrial Relations Act 2016* (Qld), as appropriate, as amended or replaced from time-to-time.

43.2 The Employer will ensure that any registration necessary for the purpose of the portable long service leave scheme be undertaken.

## **44. Public Holidays**

44.1 The following public holidays are recognised under this Agreement:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) The day after Good Friday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Labour Day
- (i) King's Birthday
- (j) Christmas Day
- (k) Boxing Day
- (l) Any other public holiday prescribed by legislation for the district and / or state that the Employee is working in (e.g. Show Day).

44.2 Employees (except casual Employees) who normally work on the day a public holiday falls will be paid their base pay rate for the ordinary hours they would have worked if they had not been away because of the public holiday.

- (a) The base pay rate doesn't include:
  - (i) any incentive-based payments
  - (ii) bonuses
  - (iii) loadings
  - (iv) monetary allowances
  - (v) overtime or
  - (vi) penalty rates.

- 44.3 The Employer may reasonably request that an Employee work on a public holiday. An Employee may reasonably refuse this request if they have reasonable grounds or if the request is unreasonable.
- 44.4 The Employer can require an Employee to work a public holiday if:
- (a) the Employer has made a reasonable request for the Employee to work on the public holiday; and
  - (b) the Employee has unreasonably refused that request.
- 44.5 An Employee who is requested / required to work, and works, on a recognised public holiday, will be paid at the rate of double time and a half for all hour's worked.
- 44.6 It will be available for the Employer and a majority of the affected Employees to substitute the nominated public holiday for another day and the prescriptions of this clause will apply to the substituted day.
- 44.7 For avoidance of doubt, nothing in this clause is intended to provide an Employee with more than one benefit for any given public holiday.

## **45. Family and Domestic Violence Leave**

- 45.1 All Employees, including casual Employees, shall be entitled to paid Family and Domestic Violence Leave in accordance with the NES.

## SIGNATURES: Execution of Agreement

SIGNED for and on behalf of **McConnell Dowell Constructors (Aust) Pty Ltd [Level 10, 480 Swan Street, Richmond VIC 3121]** by the Authorised Representative of in the presence of:



Authorised Representative Signature

**Amnon Kelemen**

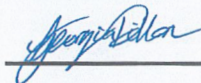
Authorised Representative Name

**Group Manager – Workplace Relations**

Authorised Representative Position

**27 August 2024**

Date



Witness Signature

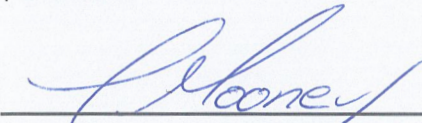
**Georgia Dillon**

Witness Name

**27 August 2024**

Date

SIGNED for and on behalf of the **EMPLOYEES** by a **Representative of the Employees** in the presence of:



Employee Representative Signature

**Trevor Mooney**

Employee Representative Name

Employee Representative Position

**Mechanical Fitter**

Employee Representative Address

**Level 4/230 Brunswick St, Fortitude Valley QLD 4101**

Date

**27/8/24**

Signatures: Execution of Agreement



Witness Signature

**ANDREW WALLACE**

Witness Name

**27/8/2024**

Date