



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Application by Cirillo Labour Hire Pty Ltd
(AG2024/756)

CIRILLO CIVIL GROUP AUSTRALIA AND EMPLOYEES ENTERPRISE AGREEMENT 2024 - 2028

Building, metal and civil construction industries

DEPUTY PRESIDENT WRIGHT

SYDNEY, 27 MARCH 2024

Application for approval of the Cirillo Civil Group Australia and Employees Enterprise Agreement 2024 - 2028

Introduction

[1] Cirillo Labour Hire Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Cirillo Civil Group Australia and Employees Enterprise Agreement 2024 - 2028* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

NES precedence term in Clause 4 of the Agreement

[2] Clause 35.8 which deals with compassionate leave may be inconsistent with the National Employment Standards (NES) as it is silent on circumstances where an employee or their spouse or de facto partner has a miscarriage or gives birth to a stillborn child. I note that in accordance with the NES precedence term in Clause 4 of the Agreement and as amended by the undertakings, this clause will be read and interpreted in conjunction with the NES.

Section 190 Undertakings

[3] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

Approval

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 April 2024. The nominal expiry date of the Agreement is 27 March 2028.



DEPUTY PRESIDENT

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Annexure A



Cirillo Labour Hire Pty Ltd
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The Fair Work Commission
Deputy President Wright
via email: Chambers.Wright.DP@fwc.gov.au

FWC Matter No.: AG2024/756

Applicant: Cirillo Labour Hire Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Steven Cirillo, General Manager, have the authority given to me by Cirillo Labour Hire Pty Ltd to give the following undertakings with respect to the Cirillo Civil Group Australia and Employees Enterprise Agreement 2024 - 2028 ("the Agreement"):

1. Clarity relating to Clause 4: Relationship to other workplace laws

- 4.1 This agreement operates in conjunction with the NES. Where the NES provides a for a more favourable term the NES shall take precedence over the Agreement

2. Clarity relating to Clause 35.8 Compassionate Leave

- 35.8 An employee (including a casual employee) may take up to 2 days of compassionate leave per occasion whenever a member of the employee's household or immediate family has contracted an illness or sustained an injury which poses a serious threat to their life or has died. Compassionate leave may also be taken by an employee (including a casual employee) where the employee, spouse or de facto partner has a miscarriage or gives birth to a still born child.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Steven Cirillo
General Manager

26 March 2024

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**CIRILLO CIVIL GROUP AUSTRALIA
AND EMPLOYEES ENTERPRISE AGREEMENT
2024 - 2028**

Enterprise Agreement 2024 - 2028

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1. Title

- 1.1. The title of this Agreement shall be the *Cirillo Civil Group Australia and Employees Enterprise Agreement 2024-2028*.

2. Interpretation

- 2.1 In this Agreement:

Adult Apprentice means an Apprentice who is 21 years or older when they enter into their contract of training for a trade qualification that is registered with a relevant government training authority.

Agreement means the *Cirillo Civil group Australia and Employees Enterprise Agreement 2024 - 2028*.

Apprentice means an Employee who is party to a contract of training with the Employer that is registered with the relevant government training authority.

Award means the Building and Construction General On-Site Award 2020, as in force from time-to-time.

Base Rates means an Employee's applicable hourly rates of pay set out in Appendix A, exclusive of any allowances.

Casual Employee means an Employee who is engaged pursuant to section 15A of the FW Act and who is paid in accordance with clause 18.

Continuous Shiftworker that for the purposes of the NES means an Employee who is 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.

Employee means a person employed by the Employer and who is covered by this Agreement under clause 3.

Employer means **Cirillo Labour Hire Pty Ltd - ABN 96 659 913 710**

Full-Time Employee means an Employee who works an average of 38 Ordinary Hours per week.

FW Act means the *Fair Work Act 2009* (Cth) as in force from time-to-time.

FWC means the Fair Work Commission.

Junior Apprentice means an Apprentice who younger than 21 years or older when they enter into their contract of training with the Employer that is registered with the relevant government training authority.

NES mean the National Employment Standards at Part 2-2 of the FW Act, as in force from time-to-time.

Nominal Expiry Date means the date specified in clause 5.

Ordinary Hours means the hours specified in clause 21.

Part-Time Employee means an Employee who works an average of less than 38 Ordinary Hours per week.

Service is as defined in the FW Act, as in force from time-to-time.

3. Coverage

- 3.1. The Agreement applies to the Employer and its Employees who are predominantly engaged in undertaking civil construction works (including renovation and demolition) and who are covered by the classifications in Appendix B.
- 3.2. For the avoidance of doubt, this Agreement does not apply to:
 - (a) Employees engaged predominantly in administrative tasks;
 - (b) senior management Employees, including but not limited to forepersons / site supervisors, safety managers and project managers; and
 - (c) all personnel carrying out work not covered by the classifications in this Agreement.

4. Relationship to other workplace laws

- 4.1. This Agreement operates in conjunction with the NES.
- 4.2. For the avoidance of doubt, any applicable legislation, regulation, industrial instruments, and any policies and procedures of the Employer are not incorporated into this Agreement.

5. Period of operation / Nominal Expiry Date

- 5.1. This Agreement will commence operation 7 days after it is approved by the FWC. This Agreement will apply until it is replaced by another agreement or is terminated but will have a Nominal Expiry Date of 4 years from the day it is approved by the FWC.

6. Variation and termination

- 6.1. As per the FW Act, the Agreement may be *varied* as follows:
 - (a) if the Employer and a majority of affected Employees agree, an application may be made to the FWC to vary any aspect of the Agreement; and
 - (b) either the Employer or an Employee (or their representative, if any) may make an application to vary the Agreement to remove an ambiguity or uncertainty.

6.2. As per the FW Act, the Agreement may be *terminated* as follows:

- (a) before the Nominal Expiry Date, if the Employer and a majority of Employees agree, an application may be made to the FWC to terminate the Agreement; and
- (b) after the Nominal Expiry Date, either the Employer or an Employee (or their representative, if any) may apply to the FWC to terminate the Agreement.

7. Protected Industrial Action

Protected industrial action as defined in the FW Act cannot be taken by Employees prior to the Nominal Expiry Date of this Agreement.

8. Annual wage increases

Between the commencement of operation of this Agreement and its Nominal Expiry Date, the Base Rates in this Agreement will increase annually from the first pay period after 1 July by:

- (a) a minimum of 3.25%

9. Consultation Process – other than changes to rosters or hours of work

- 9.1. If the Employer has made a definite decision to introduce major changes in production, program, organisation, structure, or technology in relation to its enterprise that are likely to have a significant effect on Employees other than in relation to clause 10, the Employer must notify the relevant Employees of the decision to introduce the major change.
- 9.2. The relevant Employee(s) may appoint a representative for the purposes of the procedures in this term.
- 9.3. If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the relevant Employee or relevant Employees advise the Employer of the identity of the representative,the Employer must recognise that representative.
- 9.4. As soon as practicable after making its decision, the Employer must 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
- 9.5. 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.

- 9.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8. If a term in the 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 clauses 9.2 to 9.5 are taken not to apply.
- 9.9. In this term, a major change is likely to have a significant effect on relevant Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 9.10. In this term, a relevant Employee means an Employee who may be affected by the major change.

10. Consultation about changes to rosters or ordinary hours of work

- 10.1. Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the relevant Employee or relevant Employees affected and their representatives, if any, about the proposed change.
- 10.2. The Employer must:
- (a) provide to the relevant Employee or relevant Employees affected and their representatives, if any, all relevant information about the proposed change, provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests;
 - (b) invite the relevant Employee or relevant Employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - (c) commence the consultation as early as practicable; and
 - (d) give prompt consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 10.3. In this clause relevant Employee means, Employees who may be affected by the change referred to in clause 10.1.

11. Settlement of Disputes

- 11.1. If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards (NES),
- the procedures set out in the following clauses 11.2 to 11.12 apply.
- 11.2. The person initiating the dispute must put the subject matter of the dispute in writing.
- 11.3. The dispute and the processes set out in this clause must have regard to and comply with the Code.
- 11.4. Either party to the dispute may involve a representative.
- 11.5. 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 relevant supervisors and/or management of the Employer.
- 11.6. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 11.7. The FWC shall conciliate in respect of the matter. When conciliating under this clause, the FWC can dismiss the matter or issue a statement or recommendation.
- 11.8. If the matter is not resolved by conciliation, the FWC shall then arbitrate in respect of the matter. When arbitrating, the FWC shall conduct the matter in accordance with Division 3 Part 5-1 of the Act. In addition, the FWC can dismiss the matter.
- 11.9. If the FWC arbitrates the dispute, the FWC is to provide its decision and reasons for the decision in writing to the parties.
- 11.10. The FWC's decision will bind the parties, subject to any party exercising a right of appeal against the decision to a Full Bench of the FWC
- 11.11. In any process to resolve a dispute about a matter under this clause, the parties expect the FWC to recognise that the Employer has the right to manage and operate its business in a safe, reliable and profitable manner.
- 11.12. While the parties are trying to resolve the dispute using the procedures in this term:
- (a) there will be no stoppage of work whilst the dispute resolution procedure is being followed; and
 - (b) while a dispute is being resolved, Employees must continue to work as normal in accordance with their contracts of employment and must comply with any reasonable direction given by the Employer to perform available work as required.
- The parties are committed to ensuring that this occurs.
- 11.13 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term. Any decision by the FWC must be consistent with the Code for the Tendering and Performance of Building Work 2016

12. Individual flexibility arrangements

- 12.1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:
- (a) the agreement deals with 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
 - (b) the IFA meets the genuine needs of the Employer and Employee; and
 - (c) the IFA is genuinely agreed to by the Employer and Employee.
- 12.2. The Employer **must** ensure that the terms of the IFA:
- (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 IFA was made.
- 12.3. The Employer **must** ensure that the IFA:
- (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 IFA; and
 - (ii) how the IFA 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 IFA; and
 - (e) states the day on which the IFA commences.
- 12.4. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 12.5. The Employer or Employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the IFA; or
 - (b) if the Employer and Employee agree in writing — at any time.
- 12.6. This clause does not prevent the making of a common law contract of employment that supplements the terms and conditions in this Agreement.
- 12.7. For the avoidance of doubt, this Agreement would still apply where a common law contract of employment is made.

13. General duties

- 13.1. Employees must:

- (a) work honestly and faithfully and in a competent manner;
- (b) work as reasonably and lawfully directed by the Employer;
- (c) during normal working hours, devote the whole of their time and attention to the Employer's business;
- (d) fully and truthfully answer any questions the Employer asks regarding their employment or their activities on behalf of the Employer; and
- (e) follow any policies and procedures set by the Employer from time-to-time.

13.2. Work locations may vary at the direction of the Employer.

13.3. Employees may be directed to carry out any duties that are reasonably required by the Employer and within the limits of the Employee's skills, competence and training, even if those duties are inconsistent with the usual duties performed by the Employee.

14. Probationary period

14.1. An Employee's first six months of employment will be their probationary period.

14.2. During an Employee's probationary period, either the Employer or the Employee may terminate the Employee's employment by providing one week's notice or payment in lieu of notice, unless they are dismissed for serious misconduct, in which case no notice will be payable.

15. Types of employment

Upon engagement, Employees will be informed whether their employment is full-time, part-time or casual.

16. Full-Time Employees

Entitlements

Full-Time Employees are entitled to all of the applicable conditions of employment in this Agreement. For hours worked, Full-Time Employees will be paid the applicable Base Rates as per Appendix A.

17. Part-Time Employees

Entitlements

17.1. Part-Time Employees are entitled to all of the applicable conditions of employment in this Agreement, which (except where otherwise stated) accrue on a pro-rata basis, depending on hours worked. For hours worked, Part-Time Employees **must** be paid the applicable Base Rates as per Appendix A.

Hours of work

17.2. Upon engagement, Part-Time Employees **must** be informed of their usual hours of work, which may thereafter only be varied with the agreement of the Employer and the Employee

18. Casual Employees

Entitlements

- 18.1. Casual Employees are entitled to all of the applicable conditions of employment in this Agreement, other than paid annual leave, paid personal/carer's leave, paid community service leave, payment for absences on public holidays, redundancy pay and notice of termination.

Casual loading

- 18.2. For hours worked, Casual Employees **must** be paid a casual loading of 25%, calculated on the Employee's relevant Base Rate. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits, and public holidays not worked.
- 18.3. The loading in clause 18.2 **must** be paid in addition to any overtime, weekend or shift loadings.

Minimum engagement

- 18.4. A Casual Employee **must** be paid for at least 4 hours work per engagement, plus the Travel Allowance, regardless of whether there is sufficient work for that length of time.

19. Apprentices

Entitlements

- 19.1. Apprentices are entitled to all of the applicable conditions of employment in this Agreement, other than redundancy pay, as per clause 48. For hours worked, Apprentices **must** be paid the applicable Base Rates as per Appendix (include pay appendix for Apprentices if Appropriate).

Off-the-job training

- 19.2. An Apprentice is entitled to be absent from work to attend off-the-job training with a registered training organisation as per their contract of training, without loss of pay.
- 19.3. In accordance with the Award, unless there is unsatisfactory progress by an Apprentice in their contract of training, the Employer will pay for, or reimburse the cost of:
- (a) any fees payable for off-the-job training as per their contract of training with their registered training organisation; and
 - (b) the cost of prescribed textbooks.

Wage progression

- 19.4. In accordance with the Award, for hours worked Apprentices will be entitled to the applicable Base Rates indicated at Appendix A, either on the basis of time-served or competency.

20. Classification Structure

- 20.1. All Employees (except Apprentices) will be classified by the Employer in accordance with the skills matrix set out in Appendix B

- 20.2. This skills matrix measures an employee's skills, experience, and knowledge not length of employment.
- 20.3. Upward movement into a higher classification is dependent only upon the following:
- (a) the Employee's ability to perform tasks, be trained and assessed by the Employer as competent in all areas of work as detailed in the skills matrix for the relevant classification; and
 - (b) the Employer's need for more Employees to perform the duties at the higher classification.
- 20.4. The numbers and types of Employees employed in total and at each classification is in the Employer's discretion having regard to its operational requirements as the Employer determines from time to time and the applicable laws (for example health and safety laws).
- 20.5. When an Employee is required by the Employer to attend training courses for tickets or licenses requested by the Employer after employment, the Employer will pay the costs of such initial courses.
- 20.6. Employees are required to maintain the currency of licences, tickets, and other qualifications they possessed at the time of employment and those for which the Employer has covered the cost of initial training during the term of employment.

21. Ordinary Hours

- 21.1. Ordinary Hours of work are an average of 38 hours per week, worked between the hours of 6.00 am and 6.00 pm, Monday to Friday, averaged over a 4-week cycle in accordance with the paid rostered day off (**RDO**) regime set out in clause 25.
- 21.2. Ordinary daily hours of work are 8 hours per day, inclusive of time worked towards RDOs.
Daily start and finish times
- 21.3. Actual daily start and finish times may be varied as directed by the Employer within the spread of hours described in clause 21.1.

22. Overtime

- 22.1. The Employer may request an Employee to work reasonable overtime.
- 22.2. An Employee may refuse to work unreasonable overtime.
- 22.3. No Employee can work overtime without the prior agreement of the Employer.
- 22.4. In determining whether overtime is reasonable or unreasonable, relevant factors include:
- (a) risks to health and safety;
 - (b) the nature of the Employer's business, including its operational requirements and project demands;
 - (c) the Employee's personal circumstances, including family responsibilities;
 - (d) the fact that overtime loadings will be payable;
 - (e) the amount of notice given by the Employer;
 - (f) the amount of notice given by the Employee; and
 - (g) any other relevant matter.

Apprentices

- 22.5. An Apprentice under the age of 18 cannot be made to work overtime, unless they agree to do so.
- 22.6. An Apprentice cannot be made to work overtime if it would conflict with their off-the-job training as per their contract of training with a registered training organisation.

Overtime loadings

- 22.7. An Employee who works outside of Ordinary Hours (inclusive of time accruing towards RDOs – i.e. more than 8 hours per weekday) must be paid the overtime loadings set out in the table below, multiplied by their Base Rates:

Overtime period	Loading
Monday to Friday: first 2 hours	150%
Monday to Friday: more than 2 hours	150%
Saturday: first 2 hours	150%
Saturday: more than 2 hours	150%
Saturday: after midday	150%
Sunday: all hours	200%

Part-Time Employees

- 22.8. Part-Time Employees, who are requested to work more than their agreed ordinary hours of work and have agreed to work reasonable overtime, will be paid overtime loading in accordance with clause 22.7.

For the avoidance of doubt, Part-Time Employees are entitled to overtime after more than 8 hours of work per day (inclusive of time accruing towards RDOs) and/or after completing their agreed ordinary hours per working week.

Minimum shifts on weekends

- 22.9. An Employee who is required to work on a Saturday must be provided with at least 3 hours' worth of pay, regardless of whether there is sufficient work for that length of time.
- 22.10. An Employee who is required to work on a Sunday must be provided with at least 4 hours' worth of pay, regardless of whether there is sufficient work for that length of time.

23. Shift Work

- 23.1. The following rates apply to a Shift Worker working:

Civil construction sector

- Day shift meaning any shift starting on or after 6.00 am and before 10.00 am – ordinary time set out in Appendix A.
- Afternoon Shift, meaning a shift starting at or after 10.00 am and before 8.00 pm – ordinary time set out in Appendix A plus 15% if continues for 5 shifts Monday to Friday.
- Night shift meaning any shift starting at or after 8.00 pm and before 6.00 am - ordinary time set out in Appendix A plus 15% if continues for 5 shifts Monday to Friday.

(d) Permanent Night Shift, meaning a rostering arrangement where an Employee works night shift only, remains on a night shift for a longer period than 4 successive weeks; or works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night shift in each cycle – ordinary time set out in Appendix A plus 30%.

- 23.2. A Shift Worker who works broken shifts (i.e., less than five (5) consecutive shifts Monday to Friday) will be paid at the rate of time and half for the ordinary hours (38 per week) and double time thereafter.
- 23.3. For work performed by Shift Workers on a Saturday, Sunday or Public Holiday, the rates of pay in clause 22.7 of this Agreement apply instead of clause 23.1.
- 23.4. When a Night Shift (including a Permanent Night Shift) commences on Friday but continues beyond midnight Friday, a Shift Worker must be paid **150% of the ordinary hourly rate** for ordinary hours of work inclusive of time worked for accrual purposes
- 23.5. All work in excess of shift hours, Monday to Friday shall be paid at double time based on the ordinary rates of pay. The shift loading is not paid.

24. Paid rostered days off

- 24.1. For each eight (8) hour day worked between Monday to Friday, Employees will be paid for 7.6 hours of work, with 0.4 hours accruing towards a 7.6 hour RDO accruing after every 19 days worked.

Accrual of RDOs

- 24.2. Employees accrue up to 13 RDOs per year.
- 24.3. Part-Time Employees accrue RDOs on a pro-rata basis.
- 24.4. RDOs accrue progressively during an Employee's Ordinary Hours of work and days when Employees are absent on paid leave, but do not accrue on RDOs.
- 24.5. For the avoidance of doubt, RDOs do not accrue when Employees are absent on workers' compensation, except on a pro rata basis for hours actually worked.

Payment for RDOs

- 24.6. Payment for RDOs will be at Base Rates.

Taking RDOs

- 24.7. The Employer may direct Employees to take RDOs at times scheduled by the Employer.
- 24.8. RDOs may also be taken at times agreed between the Employer and an Employee.
- 24.9. Where an Employee has accrued less than 7.6 hours prior to an RDO scheduled by the Employer, they may either be required to work by the Employer or be provided with the RDO and be paid for such time as has accrued on a pro rata basis.

Banking RDOs

- 24.10. With the agreement of the Employer, an Employee may elect to work on a scheduled RDO, which will then be 'banked', to be taken at times agreed between the Employer and an Employee.

Working on RDOs

24.11. The Employer may require an Employee to work on an RDO that has been previously agreed with the Employee or scheduled by the Employer, where there have been delays on a particular project, emergency work is required or to allow other Employees to be rostered more productively. Where an Employee is required to work on an RDO, they may elect to either:

- (a) cash-out and forfeit the RDO; or
- (b) 'bank' the RDO, to be taken at a later time agreed between the Employer and Employee.

Cashing-out RDOs

24.12. An Employee may elect to cash-out accrued RDOs in lieu of taking it as a day off. For the avoidance of doubt, cashing out RDOs will not affect the payment of overtime loadings, which will continue to be payable after 8 hours of work per weekday, as per clause 22.

Termination of employment

24.13. On termination of employment, Employees must be paid for any unused accrued RDO entitlements.

Interaction with other leave

24.14. Where a scheduled RDO falls within a period when an Employee is on paid annual leave or paid personal / carer's leave, they may elect to cash-out the RDO or otherwise bank it to be taken at times agreed between the Employer and an Employee.

25. Call back

- 25.1. When an Employee is recalled to work after leaving the usual place of work at the end of ordinary hours, without receiving prior notice before ceasing work the Employee is on **call back** and shall be paid for a minimum of four (4) hours work at the appropriate overtime rate each time the Employee is recalled.
- 25.2. If, however, the Employee is recalled within a four (4) hour period of a previous call back the Employee is not entitled to any further or additional payment.
- 25.3. If the job the Employee is recalled to perform is completed in less than four (4) hours, unless unforeseen circumstances arise, the Employee shall not be required to remain on the job for the full four (4) hours.
- 25.4. Clauses 25.1 to 25.3 do not apply in cases where it is customary for an Employee to return to the place of work to perform a specific job(s) outside the Employees ordinary hours, or where overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary hours.

26. Base Rates of pay

- 26.1. An Employee must be paid the applicable Base Rates of pay in Appendix A for their particular classification for all Ordinary Hours worked.
- 26.2. In accordance with section 206 of the FW Act, an Employee's Base Rate of pay must not be less than the base rate of pay (i.e. exclusive of loadings, allowances etc) that would be payable under the Award.

27. Meal Breaks

- 27.1. Employees will be entitled to a paid morning break of 10 minutes taken between 9 am and 11 am.
- 27.2. Employees will be entitled to an unpaid meal break, which will not exceed thirty (30) minutes per day, no later than 5 hours after commencing work.
- 27.3. Scheduling of meal breaks (paid and unpaid) may be varied by the Supervisor in consultation with the Employees concerned, depending on the size, nature, and location of the project.
- 27.4. Where an Employee works more than two (2.0) hours of overtime after working ordinary hours inclusive of time worked for accrual purposes, they will be entitled to a meal allowance in accordance with Appendix A.

28. Inclement weather

- 28.1. ***Inclement Weather*** means any kind of weather (whether wind, rain, heat, cold etc) that makes it unsafe for Employees to work.
- 28.2. If there is or is likely to be Inclement Weather prior to work commencing during Ordinary Hours, must report for duty and contact their manager / supervisor. Employees who consider that there is or is likely to be Inclement Weather once work has already commenced, must contact their manager / supervisor.
- 28.3. If the manager / supervisor determines that it is unsafe for Employees to continue working / commence work, the Employer may either:
 - (a) direct Employees to work in other areas on-site that are unaffected by Inclement Weather;
 - (b) transfer Employees to other sites that are unaffected by Inclement Weather;
 - (c) if safe to do so, direct Employees to cease work and remain on-site, without loss of pay, subject to clause 28.5;
 - (d) direct Employees cease work for the day and leave the site, without loss of pay, subject to clause 28.5.

Emergency work

- 28.4. The Employer may require Employees to work during periods of Inclement Weather where emergency work is required. In such cases the Employer will attempt to rotate Employees to limit exposure to Inclement Weather and will provide sufficient personal protective equipment.

Payment for periods of inclement weather

- 28.5. Employees (other than Casual Employees) must be paid for periods during which they have been directed to cease work due to Inclement Weather during Ordinary Hours, at applicable rates of pay for Ordinary Hours, up to a maximum of 32 hours in any given calendar month. For the avoidance of doubt, Employees (other than Casual Employees) are entitled to payment even where they have been directed not to attend work.
- 28.6. If work is planned to commence outside of Ordinary Hours and there is or is likely to be Inclement Weather, Employees must contact their supervisor before reporting for duty.
- 28.7. If Employees are directed not to attend work outside of Ordinary Hours by their supervisor, no payment will be due to the Employee.

- 28.8. Employees will not be paid if they report to a site outside of Ordinary Hours which is closed due to Inclement Weather and they have not contacted their supervisor beforehand.
- 28.9. If Employees are required to commence work outside of Ordinary Hours, but are then prevented from working by Inclement Weather, they will be entitled to a minimum payment of four (4) hours.

29. Stand down under the FW Act

For the avoidance of doubt, this Agreement does not exclude any rights that the Employer may have to stand down Employees under the FW Act or any succeeding legislation.

30. Fitness for work

- 30.1. Given the inherently dangerous nature of construction work, Employees must be fit for work, so that they are not at risk to either themselves or others.
- 30.2. An Employee may be unfit for work due to a range of reasons, including but not limited to, fatigue, use of prescription drugs, illicit drugs and / or alcohol. If an Employee considers that they or any other Employee(s) are unfit for work, they must immediately notify their supervisor.
- 30.3. The Employer has a zero-tolerance policy in relation to sale, supply or consumption of illicit drugs and / or alcohol during work (including breaks). Consumption of alcohol for Employer events must occur off-site. Sale, supply or consumption of illicit drugs and / or alcohol during work (including breaks) will result in summary dismissal without notice.
- 30.4. The Employer may introduce mandatory drug and / or alcohol testing, following consultation with Employees.
- 30.5. Employees must comply with a direction from the Employer to undertake a medical assessment by a medical practitioner nominated by the Employer where the Employer considers that the Employee may be unfit for work, or incapable of safely performing their duties. The Employer will pay for the medical assessment.
- 30.6. If the Employer reasonably believes that an Employee is unfit for work due to the reasons outlined in clause 31.2 above, to the extent that the Employee presents as a work health and safety risk to themselves or others, the Employer may direct the Employee to stand down from work until the Employee is fit to safely perform their duties. The Employee may access accrued annual leave or personal leave for the period of stand down. If the Employee has no leave accrued or is a Casual Employee, then leave without pay will be approved by the Employer.

31. Travel Allowance

- 31.1. Travel allowance will be paid to Employees who are not provided with a Employer vehicle or a lift by a Employer vehicle when travelling to any of the designated fixed establishments or places of work, including training courses. Where the Employer provides or offers to provide transport and the Employee refuses such offers, travel allowance shall not be paid.
- 31.2. The travel allowance does not form part of an Employee's ordinary hours of work and is not payable on RDOs, personal/carer's leave or annual leave. The travel allowance is also not payable on public holidays or wet days unless the Employee is specifically instructed to turn up for work.

32. Living Away from Home Allowance

- 32.1. Where an Employee is directed to perform work at a distant construction site which would make it unreasonable for them to return to their usual place of residence by vehicle each night, such work will be '**Distant Work**' and they will be provided with a Living Away From Home Allowance as detailed below.
- 32.2. At the discretion of the Employer, for all days of absence (including weekends) the Living Away From Home Allowance can be provided as either:
- (a) board (being 3 meals per day) and reasonable lodging; or
 - (b) \$73.47 per day; or
- 32.3. Where an Employee is able to provide evidence that the expenses incurred while living away from home are greater than the Living Away From Home Allowance provided under clause 32.2, the Employer may increase the Living Away From Home Allowance payable to the Employee.
- 32.4. Where an Employee is directed to perform Distant Work, the Employer will pay for Employee's transport to the distant location and for any travel time up to 8 hours pay per day (including time accrued towards RDOs) at Base Rates of pay.
- 32.5. The Living Away From Home Allowance is not subject to any loadings nor payable during any periods of leave.
- 32.6. The Travel Allowance will be payable to all Employees engaged on Distant Work, except where they are accommodated on or adjacent to the construction site.
- 32.7. The Living Away From Home Allowance will not be payable where the Employee can reasonably return to that usual place of residence each night.

33. Superannuation

- 33.1. The Employer will pay superannuation calculated on an Employee's ordinary time earnings into any Complying Superannuation fund nominated by the Employee, in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.
- 33.2. Ordinary time earnings are the wages paid to an Employee for Ordinary Hours of work, being the Base Rates of pay set out in Appendix A, plus, where applicable:
- (a) the Travel Allowance (clause 32); and
 - (b) casual loadings.

34. Annual leave

- 34.1. Annual leave is provided under the NES.
- 34.2. An Employee (other than a Casual Employee) is entitled to up to four (4) weeks of paid annual leave per year of Service.
- 34.3. An Employee who is a continuous shift worker is entitled to an additional one (1) week of paid annual leave per year of Service.
- 34.4. Annual leave accrues during Ordinary Hours and accumulates from year-to-year.
- 34.5. Annual leave may be taken at any time agreed to between the Employer and an Employee. The Employer must not unreasonably refuse an Employee's request to take annual leave.

Payment for annual leave

- 34.6. An Employee on annual leave must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.
- 34.7. An Employee on annual leave must also receive an annual leave loading, calculated at 17.5% of the Base Rates of pay.

Accrued annual leave on termination

- 34.8. On termination of employment, an Employee must be paid for any unused accrued annual leave at the rate that would have been payable had the Employee taken the leave, including the annual leave loading under clause 35.7.

Direction to take annual leave – Excessive leave

- 34.9. An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker).
- 34.10. The Employer may require an Employee to take annual leave, as long as the Employee would be left with at least 4 weeks of accrued annual leave.

Direction to take annual leave – Annual shut-down

- 34.11. The Employer may require an Employee to take annual leave and / or RDOs during an annual Employer shutdown in conjunction with the Christmas / New Year holiday period, where at least four weeks' notice has been provided to Employees or they otherwise agree.
- 34.12. If an Employee does not have sufficient accrued annual leave and / or RDOs to cover the annual shutdown, the Employee may be directed to take any accrued annual leave and / or RDOs and / or otherwise take leave without pay.

Cashing-out of annual leave

- 34.13. An Employee may cash-out annual leave provided that:
- (a) the Employee would be left with at least 4 weeks of accrued annual leave;
 - (b) the Employer and Employee agree in writing to cash-out the leave; and
 - (c) the Employee is paid the rate that would have been payable had the Employee taken the leave, including the annual leave loading under clause 35.7.

Interaction with other leave

- 34.14. An Employee's accrued annual leave will not be debited for any days on which the Employee is entitled to paid absence for a public holiday under clause 37, is on paid personal / carer's leave, paid compassionate leave or community service leave.

35. Personal / carer's leave and compassionate leave

- 35.1. Personal / carer's leave and compassionate leave is provided under the NES.

Paid personal / carer's leave

- 35.2. An Employee (other than a Casual Employee) is entitled to up to 10 days of paid personal / carer's leave per year of Service.
- 35.3. Personal / carer's leave accrues during Ordinary Hours and accumulates from year to year.

- 35.4. Personal / carer's leave may be taken whenever an Employee is not fit for work due to a personal illness or injury, or where a member of the Employee's household or immediate family requires care because of an illness, injury or unexpected emergency.

Payment for personal / carer's leave

- 35.5. An Employee on paid personal / carer's leave must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Unpaid carer's leave

- 35.6. Where an Employee has no accrued paid personal/carer's leave, they may take up to 2 days of unpaid carer's leave per occasion where a member of the Employee's household or immediate family requires care because of an illness, injury or unexpected emergency.
- 35.7. Unlike paid personal / carer's leave, unpaid carer's leave is available to Casual Employees.

Paid compassionate leave

- 35.8. An Employee (including a Casual Employee) may take up to 2 days of compassionate leave per occasion whenever a member of the Employee's household or immediate family has contracted an illness or sustained an injury which poses a serious threat to their life, or has died.
- 35.9. An Employee on compassionate leave (other than a Casual Employee) must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Notice and evidence

- 35.10. An Employee who is on paid personal / carer's leave, unpaid carer's leave or paid compassionate leave must give the Employer notice of their absence as soon as practicable, advising the Employer of the expected length of the leave.
- 35.11. The Employer may request the Employee to provide reasonable evidence that the leave was taken for a permissible reason.
- 35.12. Depending on the circumstances, the Employer may require an Employee to produce a medical certificate provided by a medical practitioner as defined in the FW Act (e.g. where leave is taken next to a public holiday, a weekend or for multiple days of absence) a statutory declaration or other evidence (e.g. for a single day of absence mid-week). If an Employee fails to provide reasonable evidence after being requested to do so, the Employee will not be entitled to be paid for their absence.

Interaction with public holidays

- 35.13. An Employee's accrued paid personal / carer's leave will not be debited for any days of absence on which the Employee is entitled to paid absence for a public holiday.

36. Public holidays

- 36.1. Public holiday leave is provided under the NES.
- 36.2. An Employee is entitled to be absent from work on a public holiday.
- 36.3. An Employer may request an Employee to work on a public holiday if the request is reasonable. However, an Employee may still refuse to work on a public holiday if the refusal is reasonable.

36.4. In determining whether a request is or a refusal is reasonable, relevant factors include:

- (a) the nature the Employer's business, including its operational requirements and project demands;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the fact that public holiday loadings will be payable;
- (d) the amount of notice given by the Employer;
- (e) the amount of notice given by the Employee; and
- (f) any other relevant matter.

Payment for public holidays

36.5. Employees (other than Casual Employees) who are absent on a public holiday on which the Employee would ordinarily have worked must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Public holiday loading

36.6. An Employee who is required to work on a public holiday must be paid their applicable Base Rates of pay, plus a loading of 150%, calculated on their Base Rates of pay and be paid for at least 4 hours work, regardless of whether there is sufficient work for that length of time.

Minimum shifts on public holidays

36.7. An Employee who is required to work on a public holiday must be provided with at least 4 hours' worth of pay, regardless of whether there is sufficient work for that length of time.

Recognised public holidays

36.8. The following days (or any substituted and gazetted days under the appropriate NSW Legislation) are public holidays:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) 25 April (Anzac Day);
- (g) Queen's Birthday;
- (h) Labour Day;
- (i) 25 December (Christmas Day);
- (j) 26 December (Boxing Day).
- (k) Any other day gazetted as a public holiday in New South Wales.

Substituted public holidays

- 36.9. The Employer and an Employee may agree to substitute a public holiday (or part of that day) for another day or part-day.

37. Long Service Leave

- 37.1. Long Service leave will be in accordance with the applicable state legislation.
- 37.2. If eligible, an Employee will be registered by the Employer with the portable Long Service Leave scheme.

38. Parental leave

An Employee may be entitled to parental leave in accordance with the NES and the *Paid Parental Leave Act 2010* (Cth).

39. Community service leave

Community service leave is provided for in the NES.

40. Family and domestic violence leave

- 40.1. Family and domestic violence leave is provided for in the NES.
- 40.2. Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Consequentially, the Employer will consult with such Employees regarding the handling of this information.
- 40.3. Depending upon the circumstances, evidence that would satisfy a reasonable person of the Employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

41. Motor Vehicles

- 41.1. In the event that the Employer provides a motor vehicle to an Employee to carry out his/her duties, the Employee must:
- (a) remain fully qualified and licensed to drive the vehicle;
 - (b) take good care of the vehicle and maintain it in a clean and tidy condition;
 - (c) if required, keep a log book providing sufficient information for the Employer to assess its liability for fringe benefit tax;
 - (d) return the vehicle and its keys to the Employer immediately upon the termination of employment for any reason;
 - (e) not drive any Employer vehicle in a manner or at a time that would be a breach of laws, including the law relating to blood alcohol content; and
 - (f) when on leave for more than 3 days return the vehicle to the depot if requested by the Employer.

- 41.2. Employer vehicles provided to Employees and maintained by the Employer are only to be used for Employer business and not for private use unless specific approval is obtained from the Managing Director.
- 41.3. Employees are to drive vehicles in a safe and courteous manner and to be respectful of the public.
- 41.4. Employees must notify the HSE Manager immediately whenever their licence is either revoked or suspended. Employees are prohibited from driving Employer vehicle whilst their licence is revoked or suspended.
- 41.5. Employees must notify the HSE Manager if they receive traffic or parking infringement notice: payment of such notices will be the sole responsibility of the Employee.
- 41.6. Repeated traffic infringements by an Employee driving an Employer vehicle amounts to misconduct and the Employer may take disciplinary action against the Employee.

42. Tools

- 42.1. The Employer will provide all tools and equipment necessary for Employees to perform their duties. Employees must take care to keep such tools and equipment in good order.
- 42.2. Tools or equipment must not be removed from the workplace except as required in the ordinary course of duties or with permission of the Employer.
- 42.3. Tools and equipment provided to Employees remain the property of the Employer and must be returned upon termination of employment.

43. Work Health and Safety - General rights and obligations

- 43.1. The Employer recognises its duties under the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) to ensure, so far as is reasonably practicable, the health and safety of Employees.
- 43.2. Employees must take reasonable care for their own health and safety and take reasonable care that their acts or omissions do not risk the health and safety of other persons.
- 43.3. Employees must notify their immediate supervisor when they have been requested to perform tasks that they feel they lack the knowledge, experience, or ability to perform such a task in a safe manner.
- 43.4. Employees must comply with the work health and safety policies, procedures and practices of the Employer and any reasonable instruction of the Employer in relation to work health and safety. A failure to comply with work health and safety obligations or follow reasonable instructions in relation to work health and safety may result in disciplinary action, including summary dismissal.
- 43.5. Employees may cease work where they have a reasonable concern about an imminent risk to their health and safety.

44. Personal Protective Equipment

- 44.1. All Employees shall be supplied with the following safety personal protective equipment and articles of clothing. Each Employee shall sign to confirm that they have received the following items:
 - (a) Sunscreen (On Site);
 - (b) Safety Glasses;

- (c) Hard Hats;
- (d) Safety Vests;
- (e) High Visibility Shirt;
- (f) High Visibility Rainwear;
- (g) Hearing Protection;
- (h) High Visibility Jumper; and
- (i) Gloves.

- 44.2. All personal protective equipment and items of clothing supplied by the Employer are the property of the Employer but the responsibility of the Employee. The Employer will replace any item after normal wear. If any item is lost or damaged due to the Employee's negligence the Employee will replace the item. On termination of employment, Employees must first return all property to the Employer before any termination payment being made.
- 44.3. Whilst at work on any day, an Employee must bring all the necessary safety gear items, articles of clothing and equipment supplied by the Employer that are required for the work to be performed.

45. Injury Reporting

- 45.1. An Employee involved in, or aware of, an incident/accident that has taken place on a work site must report it to his/her supervisor immediately.
- 45.2. The supervisor must ensure that the injury or illness is recorded in the Employer's Injury/Incident Form and submit it to the Company's HSE Manager.
- 45.3. An injured or ill Employee must not leave his/her place of work until the incident or illness has been reported to the site supervisor. The supervisor will determine in consultation with the HSE Manager whether it is appropriate for the injured or ill Employee to be accompanied off the site.
- 45.4. A Employer Injury/Incident form must be completed and provided to the Employer as soon as practicable.
- 45.5. A 'Claim for Compensation' form must be completed and signed by the injured person for all injuries or illnesses that involve medical expenses and/or lost time.
- 45.6. A 'Certificate of Capacity' from the injured persons treating doctor / hospital must be attached to the claim form for all lost time injuries.
- 45.7. Failure to report injuries or illnesses may result in a delay or denial of workers' compensation benefits.

46. Notice of termination

- 46.1. Notice of termination is provided under the NES.
- 46.2. The Employer must not terminate the employment of an Employee (other than a Casual Employee) unless the Employer provides written notice of termination or payment in lieu of notice.
- 46.3. From the day that written notice is given, the Employer may allow the Employee to work for the period indicated in the table below, or alternatively provide for payment in lieu of notice for that period, at the rates of pay that would have been paid to the Employee for the hours

of work that they would have worked during the notice period (including any likely overtime).

Period of Service	Period of notice / payment in lieu
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 46.4. The period of Service is to be counted at the end of the day on which written notice was given.
- 46.5. If an Employee is over 45 years old and has provided at least 2 years' Service, they must be provided with an extra week of notice in addition to their entitlement under the table in clause 46.3.
- 46.6. Notice of termination is not required where an Employee has been terminated because of serious misconduct.

Employee termination

- 46.7. Where an Employee terminates their employment, they must provide notice on the basis indicated in the table in clause 46.3. Where the Employee fails to provide the required period of notice, the Employer may withhold from any monies due to the Employee in accordance with clause 40.1(d) of the Award, subject to written authorisation by the Employee.

Actions on termination

- 46.8. Upon termination, Employees must return all Employer property, including but not limited to, vehicles, mobile phones and PPE.

47. Redundancy pay

Industry-specific redundancy scheme

- 47.1. Redundancy pay is provided as per clause 41 of the Award which is replicated below.
- 47.2. The following redundancy clause is an industry specific redundancy scheme as defined in section 12 of the FW Act. In accordance with section 123(4)(b) of the FW Act the provisions of Subdivision B—Redundancy pay of Division 11 of the NES do not apply to Employees.

Definition

- 47.3. For the purposes of this clause, redundancy means a situation where an Employee ceases to be employed by an Employer to whom this Award applies, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.

Redundancy pay

- 47.4. A redundant Employee will receive redundancy / severance payments, calculated as follows, in respect of all continuous Service with the Employer:

Period of continuous Service with an Employer	Redundancy/severance pay
Less than one year	See clause 47.5.
1 year or more but less than 2 years	2.4 weeks' pay plus for all Service in excess of 1 year, 1.75 hours pay per completed week of Service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all Service in excess of 2 years, 1.6 hours pay per completed week of Service up to a maximum of 7 weeks' pay
3 years or more than but less than 4 years	7 weeks' pay plus, for all Service in excess of 3 years, 0.73 hours pay per completed week of Service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

- 47.5. Provided that an Employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of Service if, and only if, redundancy is occasioned otherwise than by the Employee.
- 47.6. Week's pay means an Employee's Base Rates at the time of termination multiplied by 38. Hour's pay means an Employee's Base Rates at the time of termination.
- 47.7. If an Employee dies with a period of eligible Service which would have entitled that Employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the Employee.
- 47.8. Any period of Service as a Casual Employee will not entitle an Employee to accrue Service in accordance with this clause for that period.
- 47.9. Service as an Apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the Employee completes an apprenticeship and remains in employment with that Employer for a further 12 months.

Redundancy pay schemes

- 47.10. As per the Award, an Employer may offset an Employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme.

Employee leaving during notice period

- 47.11. An Employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, the Employee will be entitled to the provisions of this clause as if the Employee remains with the Employer until expiry of such notice. Provided that in such circumstances, the Employee will not be entitled to payment instead of notice.

48. Signatories to the Agreement

Signed for on behalf of Cirillo Labour Hire Pty
Ltd by its duly authorised officer in the presence
of:

Steven Cirillo
Signature of authorised officer

19 Warrah RD Yowie Bay
Full address of authorised officer

Steven Cirillo
Name of authorised officer (print)

General Manager
Position of authorised officer

[Signature]
Signature of witness
07-03-2024
Date

KELLY SAMUELS
Name of witness (print)
07/03/2024
Date

Signed for and on behalf of Employees

[Signature]
Employee signature

5 Brahms Way, Claremont Meadows
Full address of Employee
NSW, 2747
22 SCIARDA CRES, ACACIA GARDENS, NSW, 2763

Sustin Galea NATHAN DELIOVANKI
Name of Employee (print)

[Signature]
Authority to sign on behalf of Employees

7/3/2024 07/03/24
Date

Plant Operator OPERATOR
Position of Employee

49. APPENDIX A - Rates of Pay

Rates of Pay - Hourly

	Labourers		Operators				Supervisor	
YEAR	CCW 1	CCW 2	CCW 3	CCW 4	CCW 5	CCW 6	CCW 7	CCW 8
	\$	\$	\$	\$	\$	\$	\$	\$
2024 - 2025	32.00	34.00	36.00	38.00	40.00	42.00	44.00	46.00
2025 – 2026	33.04	35.10	37.17	39.23	41.30	43.36	45.43	47.49
2026 - 2027	34.11	36.24	38.38	40.50	42.64	44.77	46.91	49.03
2027 - 2028	35.22	37.42	39.63	41.82	44.03	46.22	48.43	50.62

Note: 1. Pay rates increase from 1 July each year as per clause 8 - during the life of the Agreement.
 2. A 25% loading is paid to casual Employees in addition to the Rates of Pay – Hourly (above)

Allowances - Daily

YEAR	2024 - 2025	2025 - 2026	2026 – 2027	2027 - 2028
	\$	\$	\$	\$
Travel Allowance - Daily	17.43	17.87	18.32	18.78
Living Away From Home Allowance – Daily	73.47	75.31	77.19	79.12

50. APPENDIX B - Employee Classification Structure

Labourers

CCW 1

- New entrant into the Civil Construction Industry.
- Current Driver's License.
- A White Card (or general construction induction card) (formerly known as Green Card).
- Trades Labourer, Jackhammer Operator, Mixer Driver (Concrete), Gantry Hand or Crane Hand Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Dump Cart Operator, Water Cart Operator, Concrete Formwork Stripper, Nipper, Mobile Concrete Pump Hoseperson or Linehand.
- An Employee at this level may be undergoing training so as to qualify as a CCW2.

CCW 2

- Skills equivalent to a CCW 1.
- Fully competent operation of the following equipment requiring minimal supervision and direction:
 - Rollers;
 - Water carts; and
 - Hand Held Compaction Tools / Equipment.
- Possesses knowledge of the construction process and understands the sequencing of construction functions.
- Understanding of environmental controls e.g. silt fence etc.
- Basic understanding of concrete placement.
- Full understanding of compaction.
- Assists Drainer in the laying of pipes.
- Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher.
- Demonstrates an improved awareness and responsibility towards health and safety.
- Possesses a Traffic Control Certificate.
- Possesses a Confined Spaces Certificate.
- Tying and placement of reinforcement.
- Fully competent in all applicable Safe Work Method Statements (SWMS).
- An Employee at this level may be undergoing training to qualify as a CCW3.

CCW3

- Skills equivalent to a CCW 2.
- Tradesperson.
- Concreting finishing.

- Basic plan reading skills.
- Setting up laser for pipe work.
- Demonstrates a positive and pro-active approach toward health and safety.
- Fully competent in all applicable Safe Work Method Statements (SWMS).
- Mobile Concrete Line pump operator.
- Drilling Machine up to and including 155 mm.
- Tractor up to 15Kw rubber tyres.
- Vibrating roller under 4 tonne.
- An Employee at this level may be undergoing training to qualify as a CCW 4.

Operators

CCW 4

- Skills equivalent to a CCW 3.
- Plan reading skills including the use of a dumpy level.
- Competent laying of stormwater pipes.
- Assists with the co-ordination of resources (e.g. ordering of materials & organising labour/plant).
- Operator of plant & machinery.
- Compactor up to 48 KW.
- Dumper rear and bottom 2 to 30 cubic metres struck capacity.
- Grader below 35 kW.
- Tractor 15 to 150 kW rubber tyres.
- Road roller over 8 tonnes.
- Vibrating roller 4 tonne and over.
- Scraper up to 10 cubic metres struck capacity.
- Skid Steer Tractor up to 48 Kw.
- Demonstrates a positive & pro-active approach toward health and safety / Quality Control / Environmental Management.
- Fully competent in all applicable Safe Work Method Statements (SWMS).
- An Employee at this level may be undergoing training to qualify as a CCW 5.

CCW 5

- Skills equivalent to a CCW 4.
- Demonstrates a sound understanding and working knowledge of both health and safety and Environmental Plans.
- An Employee at this level may be undergoing training to qualify as a CCW 5 Operator.
- Competent operation of plant / machinery.
- Compactor from 48 Kw.
- Crawler loader 15 to 60 tonne mass.
- Dumper rear and bottom 30 to 120 cubic metres.
- Dumper up to 100 tonnes.
- Excavator above 0.5 metre bucket capacity and hydraulic telescopic boom type.

- Grader from 96kw not exceeding 148 Kw.
- Loader Front end 48 to 370 Kw.
- Demonstrated understanding of bulk earthworks and pavement operations.
- Advanced plant / machinery maintenance.
- Basic leadership skills.
- Ability to run small projects with minimal supervision.
- Responsible for the co-ordination of resources (e.g.: ordering of materials & organising labour / plant).

CCW 6

- Skills equivalent to a CCW 5.
- Fully competent in all applicable Safe Work Method Statements (SWMS).
- An Employee at this level may be undergoing training so as to qualify as a Employer Foreman.
- Operator (Expert).
- Highest standard of operation of various types of plant / machinery.
- Dumper from 100 tonne.
- Loader from 370 kw up to 450 kw.
- Operator (dragline/shovel excavator—from 3 cubic metres, side boom/pipe layer—from 220 kW (295 hp).
- Ability to run medium sized projects with minimal supervision.
- Advanced conflict resolution skills.
- Negotiation and deductive reasoning skills.
- Highly effective planning and scheduling skills.
- Displays highly effective leadership skills.
- Active participation / contribution towards health and safety and Quality Control implementation and Employer adherence.
- Maintains a high standard of productivity & quality.

Supervisor

Skills and duties

- (i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience, and will undertake indicative tasks and duties within the scope of skills they possess.
- exercises skills attained through satisfactory completion of the training prescribed for this classification;
 - exercises discretion within the scope of this grade;
 - provides training in conjunction with supervisors and trainers;
 - understand and applies quality control techniques;

- prepares complex reports;
- contributes to the design of work, and the application of labour;
- assists in the supervision or organisation of WATs;
- is able to provide trade guidance and assistance as part of a work team; and
- works under limited supervision either individually or in a team environment.

(ii) Indicative tasks which an employee may perform at this level include the following:

- works on plant and equipment at a higher level of skill than CW/ECW 6;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW/ECW 6;
- implements quality control techniques;
- plans complex construction sequencing;
- works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on machinery or equipment which utilises complex electrical/ electronic circuitry and controls;
- works on instruments which make up a complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
- applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;

51. APPENDIX C - Election to Cash Out Annual Leave

Cashing Out Annual Leave Application Form

Employee details	
Name:	
Contact details	
Position:	
Basis of engagement (e.g. full time or part time):	
Period and amount to be cashed out	
Pay date you would like to be paid:	
Number of days to be cashed out (maximum 2 weeks)	
Specify applicable rate of pay and the gross amount to be paid	
Annual leave balance	
Current balance of annual leave:	
Adjusted remaining balance of annual leave after cash out (at least 4 weeks must remain)	
Signature	
Employee Signature:	
Date	
Name of parent/guardian (if Employee under 18 years' old)	
Signature of parent/guardian (if Employee under 18 years' old)	
Date	

52. APPENDIX D - Uniforms

Uniforms shall be issued twice per calendar year with the following as a minimum:

Summer Uniforms

On or around April 25th of each year of the agreement

Winter Uniforms

On or around the first Monday in October (Labour Day)

YEAR	SUMMER	WINTER
2024	3 x Long Sleeve Shirts	2 x Jumper \$100 towards Safety boots – <i>paid directly to employees as an untaxed allowance</i>
2025	3 x Long Sleeve Shirts	1 x Winter Jacket \$100 towards Safety boots – <i>paid directly to employees as an untaxed allowance</i>
2026	3 x Long Sleeve Shirts	2 x Jumper \$100 towards Safety boots – <i>paid directly to employees as an untaxed allowance</i>
2027	3 x Long Sleeve Shirts	1 x Winter Jacket \$100 towards Safety boots – <i>paid directly to employees as an untaxed allowance</i>

New Employees

New employees shall receive the uniform issue closest to their start date.

New employees shall also receive additional Long Sleeve shirts to bring their initial issue to five shirts in total.

The Fair Work Commission
Deputy President Wright
via email: Chambers.Wright.DP@fwc.gov.au

FWC Matter No.: AG2024/756

Applicant: Cirillo Labour Hire Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Steven Cirillo, General Manager, have the authority given to me by Cirillo Labour Hire Pty Ltd to give the following undertakings with respect to the Cirillo Civil Group Australia and Employees Enterprise Agreement 2024 - 2028 ("the Agreement"):

1. Clarity relating to Clause 4: Relationship to other workplace laws

- 4.1 This agreement operates in conjunction with the NES. Where the NES provides a for a more favourable term the NES shall take precedence over the Agreement

2. Clarity relating to Clause 35.8 Compassionate Leave

- 35.8 An employee (including a casual employee) may take up to 2 days of compassionate leave per occasion whenever a member of the employee's household or immediate family has contracted an illness or sustained an injury which poses a serious threat to their life or has died. Compassionate leave may also be taken by an employee (including a casual employee) where the employee, spouse or de facto partner has a miscarriage or gives birth to a still born child.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Steven Cirillo
General Manager

26 March 2024