

**Comparison – 2019 – 2023 CFMEU Pattern EBA – 2024 – 2027 CFMEU Pattern EBA**

<b>Topic</b>	<b>2019 – 2023 Agreement</b>	<b>2024-2027 Agreement</b>	<b>Commentary</b>
<b>NES Precedence</b>	<i>No equivalent</i>	4(c) <i>This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency</i>	An NES precedence clause has been inserted
<b>Duration of the Agreement</b>	5(a) <i>Except in relation to increases in wage rates, productivity allowance and superannuation, this Agreement shall apply from the date of lodgement and shall remain in force until 31 December 2023. The increases in wage rates, productivity allowance and superannuation are payable from 1 October 2019, and ACIRT contribution from 1 March 2020, all other increases are applicable from the date of lodgement</i>	5(a) <i>This Agreement shall apply from the date of lodgement and shall remain in force until 4 July 2027.</i>	Unlike the 2019 – 2013 Agreement, all conditions apply from the date of lodgement.
<b>Duration of the Agreement</b>	5(c) <i>At least three (3) months before the expiry of this Agreement, and ongoing as necessary, the parties may commence discussions concerning a future agreement. Employees will be eligible during this period to attend a maximum of three paid meetings (maximum duration four (4) hours) during ordinary hours of work convened to discuss their needs and expectations in respect of any future Agreement. The meeting will be convened at a date and time convenient to the Company and at a location where building work is not performed.</i>	5(c) <i>At least three (3) months before the expiry of this Agreement, and ongoing as necessary, the Parties may commence discussions concerning a future agreement. Employees, including casuals, will be eligible to attend a maximum of four (4) paid meetings (maximum duration four (4) hours) during ordinary hours of work convened to discuss their needs and expectations in respect of any future Agreement. The meetings will be convened at a date and time convenient to the Company and the Union</i>	The new pattern includes casuals in the group of employees that are provided with an entitlement to attend paid meetings with the Union.  The pattern also removes the requirement that the mandated bargaining meetings occur at least 3 months prior to expiry of the Agreement and lifts the maximum number of paid meetings from 3 to 4.  The new pattern requires the meetings to be at a time convenient to the Union as well as the Company and removes the requirement that the meeting not be held at a location where building work is performed

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<b>Duration of the Agreement</b>	<p>5(d)  <i>Subject to the Fair Work Act 2009, for the purposes of acting as the Employees' Bargaining Representative, the Company shall facilitate, as is reasonable, access to Employees by the Bargaining Representative during the course of negotiations for a future agreement. Such access will be convened at a date, time and location mutually convenient to the Company and the Bargaining Representative.</i></p>	<p><i>No equivalent</i></p>	<p>The new Agreement removes the requirement for the Company to provide access to bargaining representatives when negotiating the new Agreement.</p>
<b>Duration of the Agreement</b>	<p>5(e)  <i>The parties must give not less than three (3) months notice in writing to the employees and the Union of any intention to terminate this Agreement.</i></p>	<p><i>No equivalent</i></p>	<p>The Agreement removes the requirement for the parties to give 3 months' notice of an intention to terminate the Agreement. This is probably because the termination provisions in the FW Act have been made very restrictive.</p>
<b>Employee awareness</b>	<p>6(c)  <i>To assist new employees in familiarising themselves with this Agreement, new Employees will be given the contact details of the Union Delegate/Employee representative upon engagement. The Union Delegate(s)/Employee Representative will be advised of the engagement of new employees where consented to by the new Employee.</i></p>	<p>6(c)  <i>To assist new employees in familiarising themselves with this Agreement, new Employees will be given the contact details of the Union Delegate upon engagement. The Union Delegate(s) will be advised of the engagement of new employees.</i></p>	<p>The new Agreement removes the alternative of providing employees with the contact details of an Employee Representative rather than the Union on engagement.</p> <p>The new pattern Agreement also removes the requirement for Employee consent before their details are provided to the Union.</p>
<b>Procedure for resolving health and safety issues</b>	<p>9.1(d)  <i>When a matter cannot be resolved in the first instance, the following procedure shall be adopted:</i>  <i>(i) The health and safety issue will be raised with the Site Manager and Health and Safety Representative (HSR) and/or Workplace Health and Safety Committee (WHS</i></p>	<p>9.1(d)  <i>When a matter cannot be resolved in the first instance, the following procedure shall be adopted:</i>  <i>(i) The health and safety issue will be raised with the Site Manager and Health and Safety Representative (HSR) for the Designated Work Group (DWG) and/or Workplace Health and Safety Committee (WHS Committee) member;</i></p>	<p>The pattern Agreement includes references to a Designated Work Group in the provision dealing with resolving health and safety issues.</p>

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	<p><i>Committee) member;</i></p> <p><i>(ii) the HSR and/or WHS Committee member will consult with the supervisor and the Site Manager (or the Company's representative) to resolve the health and safety issue;</i></p> <p><i>(iii) where the health and safety issue is not resolved, the site WHS Committee will convene to resolve the issue in accordance with the WHS Act;</i></p> <p><i>(iv) where the steps in 9.1 d) (i) to 9.1 d) (iii) have been exhausted and the health and safety issue has not been resolved, the matter may be referred for advice from a specialist (such as a WHS inspector).</i></p>	<p><i>(ii) the DWG HSR and/or WHS Committee member will consult with the supervisor and the Site Manager (or the Company's representative) to resolve the health and safety issue;</i></p> <p><i>(iii) where the health and safety issue is not resolved, the site WHS Committee will convene to resolve the issue in accordance with the WHS Act;</i></p>	
<b>Concrete pours</b>	No equivalent	<p>9.5</p> <p><i>Concrete slab pours over 150m<sup>3</sup> in volume will not commence after 11:00am however, for concrete pours that do not involve slabs and are over 150m<sup>3</sup>, there may be consultation with the Parties as to the commencement of such pours after 11.00am</i></p>	<p>The new pattern agreement restricts concrete slab pours occurring after 11:00am on sites over 150m<sup>3</sup>.</p> <p>However, commencement of concrete pours that do not involve slabs and are over 150 m3 may occur subject to consultation.</p>
<b>Site safety inductions</b>	<p>9.5</p> <p><i>In the interests of safety best practice site safety inductions will be conducted on site and communicated face to face in paid ordinary hours. The Company will not accept online site safety induction processes</i></p>	<p>9.6</p> <p><i>In the interests of safety best practice, the site safety induction will be conducted on site and communicated face to face in paid ordinary hours. This does not preclude online registration / general onboarding of workers prior to arriving to the site safety induction, providing the time taken to undertake the onboarding is in paid time.</i></p>	<p>The updated version confirms that the requirement for face to face site safety inductions does not preclude online registration / general onboarding of workers prior to arriving to the site safety induction, providing the time taken to undertake the onboarding is in paid time.</p>
<b>Inclement weather</b>	<p>9.7 (c)</p> <p><i>The Company must confer with Employee and/or the Union Delegate/Employee Representative/HSRs within a reasonable time (which does not exceed 30 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply</i></p>	<p>9.8(c)</p> <p><i>The Company must confer with Employees and/or the Union/Union Delegate /HSRs within a reasonable time (which does not exceed 30 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply. Further, prior to the commencement of normal</i></p>	<p>The new Agreement removes the option of conferring with an Employee Representative as an alternative to dealing with the Union.</p> <p>It also introduces a requirement that prior to the commencement of normal</p>

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		<p><i>work, and no less than 30 minutes after the cessation of a period of rain during the workday, the site safety committee will undertake a safety walk to enable areas to open progressively.</i></p> <p><i>(d) The Parties agree that inclement weather does not automatically create unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather. Employees shall not be required to commence a concrete pour in inclement weather. Refer to Heat Policy in Appendix G for concrete pours on days affected by heat. For concrete pours that do not involve slabs and are over 150m<sup>3</sup>, there may be consultation with the Parties as to the commencement of such pours after 11.00am</i></p>	<p>work and no less than 30 minutes after the cessation of a period of rain during the workday, the site safety committee will undertake a safety walk to enable areas to open progressively.</p> <p>The new Agreement enables concrete pours that do not involve slabs and that are over 150m<sup>3</sup> to potentially commence subject to consultation.</p>
<b>Drug and alcohol policy</b>	<p>9.8(c) <i>The Parties agree to apply the Drug &amp; Alcohol Policy (as amended from time to time by agreement) in Appendix H</i></p>	<p>9.9(c) <i>The Parties agree to apply the Drug &amp; Alcohol Policy in Appendix H</i></p>	<p>The amended version removes the indication that the Drug and Alcohol policy may be amended from time to time by agreement.</p>
<b>Mental Health and Wellbeing</b>	<p>9.9(c) <i>In order to improve mental health outcomes, the Company and the Employees agree to support the Foundo Blue program tailored to the building and construction and allied industries and to utilise the related services available in managing health and safety issues.</i></p>	<p>9.10(c) <i>In order to improve mental health outcomes, the Company agrees to sponsor the best practice Foundo Blue program provided by the Construction Industry Drug and Alcohol Foundation tailored to the building and construction and allied industries and to utilise the related services available in managing health and safety issues.</i></p> <p>9.10(d) <i>In addition, the Foundo Blue program will be addressed at inductions.</i></p>	<p>The new pattern Agreement alters the wording of this clause so that the Company agrees to ‘sponsor’ the Foundo Blue Program. It also removes the similar obligation being placed upon the Employee. The new provision provides that the Foundo Blue Program is provided by CIDAF.</p> <p>New 9.10(d) provides that the Foundo Blue Program will be addressed at inductions.</p>
<b>Access to floors, tower cranes and jumpforms</b>	<p><i>No equivalent</i></p>	<p>9.14(d) <i>At least every 6 months after the erection of a tower crane on site a full safety check will be undertaken by an industry recognised independent crane assessor and agreed by the Union.</i></p>	<p>The new version introduces a new requirement for a 6 monthly safety check for tower cranes.</p>

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<b>Wage rates and other employment benefits</b>	10.1(b) <i>Apprentices will be paid in accordance with the wage rates in Appendix D of this Agreement. In addition, apprentices shall also receive applicable allowances in Appendix I and expense related and other BCGOA entitlements where applicable.</i>	10.1(b) <i>Apprentices will be pai in accordance with the wage rates in Appendix D of this Agreement. In addition, apprentices shall also receive applicable allowances in Appendix C1 and Appendix I and expense related and other BCGOA entitlements where applicable.</i>	The amended provision requires apprentices to receive the allowances in Appendix C1 as well as Appendix I.
<b>Productivity allowance</b>	10.2(b) <i>This allowance will be paid weekly for each hour worked attracting no premium or penalty and remain in force for the duration of the Agreement. This allowance is not paid to Employees when they leave site due to inclement weather.</i>	10.2(b) <i>This allowance will be paid weekly for each hour worked attracting no premium or penalty and remain in force for the duration of the Agreement. This allowance is not paid to Employees when they leave site and go home due to inclement weather.</i>	Under the amended version, the exclusion from paying the allowance when an employee leaves site only applies if they ‘go home’.
<b>Productivity allowance</b>	No equivalent	10.2(c) <i>For the avoidance of doubt, productivity allowance is payable for all hours that Employees are working at the direction of the Company, including but not limited to, training and work in the yard</i>	Although it is arguable that this was the case under the existing pattern, the new pattern seeks to confirm that productivity allowance is payable where an employee is performing training or work in the yard.
<b>Redundancy and Income Protection, Trauma and Journey Insurance</b>	10.4 Redundancy <i>Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.</i>  <i>In respect of redundancy benefits:</i> a) <i>The Company agrees to make redundancy contributions in respect of Employees, including apprentices however engaged and casuals, covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT) in accordance with Appendix C1 or C2 whichever is applicable of this Agreement.</i> b) <i>The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.</i> c) <i>Once an Employee has accrued an amount equal to 8 weeks pay in their ACIRT account, they may elect to have their redundancy</i>	10.4.1: <b><i>In respect of redundancy benefits</i></b> a) <i>Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.</i> b) <i>The Company will become and remain during the life of this Agreement, a member of the Redundancy Payment Approved Workers Entitlement Fund 2 ("Incolink Number 5 Fund") of which Redundancy Payment Central Fund Ltd (Incolink) is trustee (the "Nominated Redundancy Fund"), and Employees of the Company covered by this Agreement will be enrolled in the "Nominated Redundancy Fund" and be entitled to redundancy benefits in accordance with the terms of the relevant Trust Deed.</i> c) <i>The Company shall pay contributions to the</i>	Incolink is the nominated redundancy fund in the new version of the Agreement. Apprentices and casuals are also entitled to Incolink payments to be made on their behalf.  IPT Agency Co Ltd is to be the nominated provider for Income Protection, Trauma and Journey Insurance. Weekly insurance premiums per employee will rise from \$49 to \$52 from 2026. A penalty of \$2,000 net per week applies where an employer fails to pay these premiums.  A \$1 payment per employee per week is to be made to Construction and Building

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	<p><i>contribution paid into Cbus as additional superannuation contributions.</i></p> <p>d) <i>Employees will be entitled to a redundancy benefit for each week of service with the Company being the greatest of the following amounts:</i></p> <ul style="list-style-type: none"> <li><i>(i) the amount payable by the Company to ACIRT in accordance with this Agreement or</i></li> <li><i>(ii) the amount prescribed by the BCGOA and or</i></li> <li><i>(iii) any amount prescribed or awarded by a relevant industrial tribunal</i></li> </ul> <p><i>Where there is a higher entitlement under d) (ii) and or (d)(iii) of this clause the Employee will be paid direct by the Company this entitlement on termination minus the balance that has already been paid into <b>ACIRT</b> by the Company for this period of employment</i></p>	<p><i>Nominated Redundancy Fund on behalf of each Employee, including apprentices and casuals covered by this Agreement, calculated on a weekly basis in accordance with Appendix C and paid in accordance with the Trust Deed.</i></p> <p>d) <i>The liability of the Company to pay redundancy benefits to an Employee under this Agreement will be met to the extent that contributions are made by the Company in respect of that Employee to the Nominated Redundancy Fund.</i></p> <p>e) <i>References in this clause to "Nominated Redundancy Fund" include a reference to another fund for comparable purposes for the purpose of this Agreement as a fund which supersedes the Incolink No 5 fund.</i></p> <p>10.4.2: <i>In respect of Income Protection, Trauma and Journey Insurance and other Benefits</i></p> <p>a) <i>IPT Agency Co Ltd administers the insurance schemes covering income protection, trauma and journey accidents (Income Protection, Trauma and Journey Accidents Insurance Schemes).</i></p> <p>b) <i>The Company shall pay contributions to IPT Agency Co Ltd collected through Incolink, on behalf of each Employee, on a monthly basis, in the amount of:</i></p> <table border="1" data-bbox="1028 1225 1599 1489"> <thead> <tr> <th><i>Year</i></th> <th><i>Maximum Sum Insured</i></th> <th><i>Insurance Premium per week per Employee</i></th> </tr> </thead> <tbody> <tr> <td><i>Year1 2024/25</i></td> <td><i>\$2,200</i></td> <td><i>\$49.00</i></td> </tr> <tr> <td><i>Year2 2025/26</i></td> <td><i>\$2,200</i></td> <td><i>\$49.00</i></td> </tr> </tbody> </table>	<i>Year</i>	<i>Maximum Sum Insured</i>	<i>Insurance Premium per week per Employee</i>	<i>Year1 2024/25</i>	<i>\$2,200</i>	<i>\$49.00</i>	<i>Year2 2025/26</i>	<i>\$2,200</i>	<i>\$49.00</i>	<p>Industries Training. This will increase to \$2 per employee per week.</p>
<i>Year</i>	<i>Maximum Sum Insured</i>	<i>Insurance Premium per week per Employee</i>										
<i>Year1 2024/25</i>	<i>\$2,200</i>	<i>\$49.00</i>										
<i>Year2 2025/26</i>	<i>\$2,200</i>	<i>\$49.00</i>										

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		<table border="1" data-bbox="1032 108 1601 220"> <tr> <td data-bbox="1032 108 1238 161">Year3 2026/27</td> <td data-bbox="1238 108 1406 161">\$2,300</td> <td data-bbox="1406 108 1601 161">\$52.00</td> </tr> <tr> <td data-bbox="1032 161 1238 220">Year4 2027/28</td> <td data-bbox="1238 161 1406 220">\$2,300</td> <td data-bbox="1406 161 1601 220">\$52.00</td> </tr> </table> <p data-bbox="1010 264 1585 432">c) Pursuant to the Income Protection, Trauma and Journey Accidents Insurance Schemes, an Employee covered by this Agreement will be covered for Income Protection, Trauma and Journey Accidents insurance.</p> <p data-bbox="1010 443 1585 683">d) In addition, there may be additional benefits payable to Employees covered by this Agreement including Childcare Assistance Benefit payable in the event of a death of an Employee or their dependent spouse and Bill Payer Insurance to qualifying Incolink members.</p> <p data-bbox="1010 694 1585 1118">e) In the event the Company has failed, including by way of omission or delay, to pay the premium to effect insurance coverage for any Employee covered by this Agreement, the Company must immediately make good any shortfall or arrears in premium/contribution to IPT Agency Co Ltd. The Company will pay to any affected Employee \$2000 net per week and all the benefits that would have otherwise been payable to the Employees under the insurance policy.</p> <p data-bbox="1010 1145 1084 1174">10.4.3</p> <p data-bbox="1010 1201 1491 1230"><b>In respect of the Industry Training Levy:</b></p> <p data-bbox="1010 1241 1585 1481">a) As an initiative to enhance the employment and career opportunities of Employees, the Parties will continue to facilitate ongoing training to improve occupational health and safety in the industry and to improve Employees' work skills so as to advance progression to</p>	Year3 2026/27	\$2,300	\$52.00	Year4 2027/28	\$2,300	\$52.00	
Year3 2026/27	\$2,300	\$52.00							
Year4 2027/28	\$2,300	\$52.00							

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		<p><i>higher industry skill levels.</i></p> <p>b) <i>To support the cost of these training initiatives the Company will make a payment per Employee per week in accordance with the table below. Such monies to be paid to Construction and Building Industries Training (CABIT) Ltd and collected by Incolink to support that body's funding initiatives.</i></p> <table border="1" data-bbox="1010 432 1597 639"> <thead> <tr> <th data-bbox="1010 432 1279 539">Year commencing</th> <th data-bbox="1279 432 1597 539">Contribution per Employee per week</th> </tr> </thead> <tbody> <tr> <td data-bbox="1010 539 1279 587">1 July 2024</td> <td data-bbox="1279 539 1597 587">\$1.00</td> </tr> <tr> <td data-bbox="1010 587 1279 639">1 July 2026</td> <td data-bbox="1279 587 1597 639">\$2.00</td> </tr> </tbody> </table>	Year commencing	Contribution per Employee per week	1 July 2024	\$1.00	1 July 2026	\$2.00	
Year commencing	Contribution per Employee per week								
1 July 2024	\$1.00								
1 July 2026	\$2.00								
<b>Superannuation</b>	<p><i>10.5(b)</i> <i>The Company shall make superannuation payments monthly into Cbus in accordance with the Superannuation Guarantee Levy (SGL) + 2.5% for all employees, including Apprentices however engaged, and in compliance with the Trust Deed and in accordance with Appendix C1 or C2 whichever is applicable under this Agreement</i></p>	<p><i>10.5(b)</i> <i>The Company shall make superannuation payments monthly in accordance with the Superannuation Guarantee Levy (SGL) + 2.5% up to a maximum of 14.5%, for all employees, including Apprentices however engaged, and in compliance with the Trust Deed and in accordance with Appendix C1 or C2 whichever is applicable under this Agreement.</i></p>	<p>The amended provision removes the requirement to pay into Cbus. This has probably been done due to amendments to superannuation legislation regarding choice of super fund.</p> <p>The amended version also caps the lift in the required superannuation contribution to 14.5%.</p>						
<b>Superannuation</b>	<p><i>10.5(c)</i> <i>"Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and paid leave and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings prescribed by the BCGOA. In respect of any applicable company productivity / site allowance the SGL contribution rate plus 2.5% will apply for ordinary time pay. All other provisions of the BCGOA shall apply.</i></p>	<p><i>10.5(c)</i> <i>"Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and paid leave and includes an Employees hourly rate, fares allowance, any applicable company productivity/ site allowance and any other allowances or loadings, including shift loading, prescribed by the BCGOA or this Agreement. In respect of any applicable company productivity/ site allowance the SGL contribution rate plus + 2.5% up to a maximum of 14.5%, will apply for ordinary time pay including Designated Shutdown</i></p>	<p>The amended version of the provision confirms that OTE includes:</p> <ul style="list-style-type: none"> <li>- shift penalties;</li> <li>- loadings prescribed by the Agreement.</li> </ul> <p>The amended provision also provides that OTE will include Designated Shutdown Long Weekend Saturday payments.</p>						



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		<i>Long Weekend Saturday payments. All other provisions of the BCGOA shall apply.</i>	
<b>Superannuation</b>	<i>No equivalent</i>	<i>10.5(f) Superannuation is payable on all leave entitlements paid on termination</i>	Superannuation payments are to be made on all leave entitlements paid on termination. This is not the case generally.
<b>Meals</b>	<i>10.6(a) A meal allowance provision for overtime shall be payable in accordance with Appendix Cl. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the B GOA.</i>	<i>10.6(a) A meal allowance provision for overtime shall be payable in accordance with Appendix Cl. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the BCGOA. The meal allowance is payable where an employee is required to work overtime for at least 1.5 hours after working ordinary hour inclusive of time worked for accrual purposes.</i>	The amended provision provides for the circumstances under which the meal allowance will be provided. This aligns with the Building Award.
<b>Top up workers compensation insurance / income protection</b>	<i>10.7 a) The Company shall affect an agreed non-cancellable "Workcover Top-Up" and "Income Protection" insurance policy for Employees, including casuals, covered by this Agreement. The terms, conditions and benefits provided by the agreed insurance policy must be equal or better than that provided by "U-Plus Premium". b) The cost of this policy is \$154.50 per Employee per month from 1 January 2021 and the cost will increase annually by no greater than the CPI (Sydney) during the life of the Agreement, if at all. c) For the purposes of this clause, "Workcover Top-Up Insurance" refers to additional lump sum payments for death and permanent injury as awarded under the NSW Workers Compensation Act. d) In the event the Employer has failed by way of omission or delay of premium payment to affect insurance coverage for any Employee covered by this Agreement, it is agreed that</i>	<i>No equivalent dedicated clause – see cl. 10.4.2 above.</i>	The dedicated provision dealing with top up workers compensation insurance and income protection insurance has been removed.  These have been replaced by the payments provided for under 10.4.2 to IPT Agency Co Ltd.

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	<p><i>such failure will constitute a contravention of this Agreement in accordance with s50 of the Fair Work Act 2009 (or any successor provisions), and the Employer will pay to any effected Employee \$1500 per week and all the benefits that would have otherwise been payable to the Employees under the insurance policy. The employer will immediately make good any shortfall or arrears in premium and to avoid the serious consequences where cover is not in place, any Employee not covered by insurance, will not be required to work where insurance is not in place in accordance with this Clause</i></p>		
<p><b>Workers' compensation and rehabilitation of injured workers</b></p>	<p><i>10.8(a) For the avoidance of doubt and for the purposes of s35 of the Workers Compensation Act 1987 the determination of pre-injury average weekly earnings shall include the company productivity allowance prescribed in Appendix C1 or C2 whichever is applicable of this Agreement.</i></p>	<p><i>10.8(a) In the event of a notifiable work-related injury, illness or disease the Company will ensure that a workers compensation claim is lodged in respect of the injured Employee in compliance with its obligations under relevant Workers Compensation legislation</i></p>	<p>The amended provision removes the requirement to include the company productivity allowance in calculation of pre-injury average weekly earnings.</p> <p>The Agreement however requires that the Company lodge workers compensation claims in respect of notifiable work-related injuries, illnesses or diseases.</p>
<p><b>Security of entitlements under the agreement</b></p>	<p><i>10.9(a) The parties recognise that due to the nature of the building and construction industry, the Company may from time to time face liquidity problems that may affect the Company's capacity to meet its obligations in terms of entitlements and remuneration due to Employees under this Agreement. In the event that this occurs, the Company shall notify the Employees.</i></p>	<p><i>10.9(a) The parties recognise that due to the nature of the building and construction industry, the Company may from time to time face liquidity problems that may affect the Company's capacity to meet its obligations in terms of entitlements and remuneration due to Employees under this Agreement. In the event that this occurs, the Company shall notify the Union and Employees.</i></p>	<p>The amended document requires the Union to be notified where the Company faces liquidity problems</p>
<p><b>Security of entitlements under this Agreement</b></p>	<p><i>10.9(b) The Company must immediately notify the Employees in the event that the Company is going into, being placed or otherwise Intending to go into administration (voluntary or otherwise) or</i></p>	<p><i>10.9(b) The Company must immediately notify the Union and Employees in the event that the Company is going into, being placed or otherwise intending to go into administration (voluntary or otherwise) or</i></p>	<p>Under the new Agreement, the Company is required to notify the Union if it is intending to go into administration.</p>

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<b>Industry / workers welfare</b>	<p><i>liquidation or transferring Employees to a new entity</i></p> <p>10.10</p> <p>a) <i>The Company will contribute \$3.00 per week for each Employee covered by this Agreement to the Construction Industry Drug and Alcohol Foundation (CIDAF), to assist with the provision of Employee drug and alcohol rehabilitation and treatment services.</i></p> <p>b) <i>The weekly contributions are to be paid monthly and forwarded to CIDAF by the fourteenth (14) day of the following month. (i.e. January must be received by the 14 February).</i></p> <p>c) <i>This will apply to all Employees of the Company (except apprentices and trainees).</i></p> <p>d) <i>Upon lodgement of this Agreement the Company will contact CIDAF at info@foundationshouse.net.au to make the necessary arrangements and confirm that this has been done to the Union Delegate.</i></p>	<p><i>liquidation or transferring Employees to a new entity.</i></p> <p>10.9</p> <p><i>Industry/ Workers Welfare</i></p> <p>a) <i>The Company will contribute \$4.00 per week for each Employee covered by this Agreement to the Construction Industry Drug and Alcohol Foundation (CIDAF), to assist with the provision of Employee drug and alcohol rehabilitation and treatment services.</i></p> <p>b) <i>The weekly contributions are to be paid monthly to Incolink.</i></p> <p>c) <i>This will apply to all Employees of the Company (except apprentices and trainees).</i></p>	<p>Contribution to CIDAF is being lifted from \$3.00 per week per Employee to \$4.00 per week per employee.</p> <p>Under the Amended Agreement, contributions to CIDAF are to be made to Incolink.</p> <p>The requirement to contact CIDAF upon lodgement of the proposed Agreement has been removed.</p>
<b>Engagement</b>	<p>11.1(a)</p> <p><i>An Employee can be employed full time (36 ordinary hours) or as a part-time employee, being an employee who works fewer than 36 ordinary hours but not less than 20 ordinary hours per week or a casual employee in accordance with Clause 22. Further on any day required to work a part-time Employee must be offered a minimum of four hours. For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro-rata entitlements for those hours. Where an employee is employed part-time the Company and the Employee will agree in writing:</i></p> <p>(i) <i>that the employee may work part-time;</i></p> <p>(ii) <i>upon the hours to be worked by the</i></p>	<p>11.1(a)</p> <p><i>An Employee can be employed full time (36 ordinary hours) or as a part-time Employee, being an Employee who works fewer than 36 ordinary hours but not less than twenty-four (24) ordinary hours per week, or a casual Employee in accordance with Clause 23. Further on any day required to work a part-time Employee must be offered a minimum of eight (8) ordinary hours per day (inclusive of the RDO accrual). For each ordinary hour worked, a part-time Employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro-rata entitlements for those hours. Where an Employee is employed part-time the Company and the Employee will agree in writing. Where opportunities for full-time employment arises,</i></p>	<p>The minimum number of weekly ordinary hours under the proposed Agreement has been increased from 20 to 24.</p> <p>The daily number of hours for a part-time employee has been increased from 4 to 8 (inclusive of the RDO accrual).</p> <p>The list of matters upon which agreement must be reached with part-time employees has been removed.</p> <p>The capacity for the terms of an agreement with a part-time employee</p>

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	<p><i>employee, the days upon which the hours will be worked and commencing times for the work;</i></p> <p><i>(iii) upon the classification applying to the work to be performed; and</i></p> <p><i>(iv) upon the period of part-time employment.</i></p> <p><i>The terms of an agreement can be varied by consent, in writing, and copies of an agreement and variation provide to the employee. Where opportunities for full-time employment arises, the Company, unless impractical to do so, will offer part-time employees full-time employment.</i></p>	<p><i>the Company will offer part-time Employees full-time employment.</i></p>	<p>to be varied by consent has been removed.</p>
<b>Redundancy</b>	<p>11.2</p> <p>a) <i>The parties agree that in the spirit of this Agreement, termination of employment will be consistent with the objectives and goals of the Company and the workforce. Termination of employment shall be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service with the Company and anticipated skills and future 12hour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making Employees redundant.</i></p> <p>b) <i>When redundancies are deemed necessary there will be appropriate consultation with the workforce and where relevant the Union delegate(s)/employee representative(s) prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.</i></p>	<p>11.2</p> <p>a) <i>The parties agree that in the spirit of this Agreement, termination of employment will be consistent with the objectives and goals of the Company and the workforce. Termination of employment shall be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service with the Company and anticipated skills and future labour requirements. The Union and Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making Employees redundant.</i></p> <p>b) <i>When redundancies are deemed necessary there will be appropriate consultation with the workforce and the Union prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.</i></p>	<p>The amended provision requires the Union to be consulted on criteria for redundancies.</p> <p>It also requires consultation with the Union prior to redundancies taking place.</p>
<b>Union Delegate/ Employee Representative / Health and Safety</b>	<p>11.4(a)</p> <p><i>In cases where the Company is considering terminating (or transferring) the services of an elected Union Delegate/employee representative/Health and Safety Representative a</i></p>	<p>11.4</p> <p><i>In cases where the Company is considering terminating (or transferring) the services of an elected Union Delegate/ Health and Safety Representative a ten-day mandatory consultation</i></p>	<p>This provision removes all reference to Employee Representatives and requires consultation to take place with the Union. This provision also requires the Union to be notified</p>

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<b>Representative Termination</b>	<i>ten day mandatory consultation period shall be initiated by the Company with the affected Employee and his/her representative, which may be the Union, prior to any final decision on termination or transfer being made. The affected Employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process (except in cases where Appendix F Clause 3 applies), If the Company fails to comply with any of these requirements, the notice period that the Company must give to the affected Employee over above the notice otherwise due shall be Increased by 4 (four) weeks.</i>	<i>period shall be initiated by the Company with the affected Employee and the Union, prior to any final decision on termination or transfer being made. The affected Employee and the Union will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process (except in cases where Appendix F Clause 3 applies). If the Company fails to comply with any of these requirements, the notice period that the Company must give to the affected Employee over above the notice otherwise due shall be increased by 4 (four) weeks</i>	where a consultation process is commenced under this provision.
<b>Travel</b>	<p>13</p> <p>a) <i>Employees, including apprentices however engaged, are entitled to payment of the daily fares allowance of this Agreement in Appendix C1 or C2 whichever is applicable for travel to work each day. This allowance is payable for all travel.</i></p> <p>b) <i>The parties recognise that there is a Deed for more flexible travel provisions for projects located outside the counties of Cumberland, Northumberland, Camden and radial boundary areas (see County Boundary Map Appendix C). In an effort to acquire projects outside of these boundary areas and utilise the diverse living locations of Company Employees, who reside close to a county boundary, the parties agree that Employees, may be required to travel to projects located outside the boundaries {as stated above) up to 50 km by road from their place of residence without incurring the excess fares and travelling. If an Employee travels more than 50km by road from their residence to the project they will be entitled</i></p>	<p>13</p> <p>a) <i>Employees, including apprentices however engaged, are entitled to payment of the daily fares allowance and related matters in accordance with this Clause 13 and Appendix C (including the County Maps) of this Agreement for travel to work each day. One daily fares allowance is payable for travel per day in accordance with this Clause 13. For-avoidance of doubt the distance travelled referred to below is measured as the actual distance travelled by road.</i></p> <p>b) <i>Employees covered by this Agreement shall be paid the applicable fares and travel allowance amounts provided for in Appendix C of this Agreement in lieu of the fares and travelling allowance amount in Clause 26.1(a) of the BCGOA. This rate shall be paid for days the employee performs or reports for duty including Shiftwork; and paid on RDOs and will be taken into account when calculating annual leave loading and shall remain in force without variation for the duration of the Agreement.</i></p>	<p>The 'travel' provision has been subjected to a substantial overhaul.</p> <p>Rather than a single daily fares allowance of \$60 per day, the proposed Agreement provides for:</p> <p>A \$65 allowance for:</p> <ul style="list-style-type: none"> <li>• Travel only within one of the three Counties.</li> <li>• Travel only in the Regional Area outside the three Counties but not more than 150km in either direction</li> </ul> <p>A \$75 allowance for:</p> <ul style="list-style-type: none"> <li>• Travel from one County to an adjacent County</li> <li>• Travel from the Counties to the Regional Area but not more than 70km from the county boundary in either direction</li> </ul> <p>An \$85 allowance for:</p> <ul style="list-style-type: none"> <li>• Travel from Northumberland County to Camden County or vice versa</li> </ul>

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	<p><i>to, in addition to the daily fares allowance, the following excess fares and travelling allowance:</i></p> <p><i>(i) payment for the time outside ordinary working hours reasonably spent in travel, paid at the ordinary time hourly rate, calculated to the next quarter of an hour, and with a minimum payment of one half an hour per day for each return journey; and</i></p> <p><i>(ii) any expenses necessarily and reasonably incurred in such travel, which will be 0.80c {or higher in accordance with the relevant allowance in Appendix I) per kilometer where the employee uses their own vehicle.</i></p> <p><i>c) The excess fares and travel allowance will not apply to Employees who reside in the local region where the Employee is locally engaged on a Company project but maintains a separate place of residence from that recorded on the Employee job application form</i></p>	<p><i>c) The Fare allowance payable on an RDO will be the fares allowance that applies in accordance with Clause 13(e) below i.e., same as for travel only within one of the three counties.</i></p> <p><i>d) Apprentices shall be entitled to be paid daily fares and travel allowance in accordance with this Clause, including whilst attending training.</i></p>	<p>Further, the proposed Agreement alters the threshold for eligibility for ‘excess fares and travel’ from ‘over 50km’ from place of residence to:</p> <ul style="list-style-type: none"> <li>- Travel from the Counties to the Regional areas and vice versa, more than 70km from the county boundary in either direction;</li> <li>- Travel only in the regional areas outside of the three Counties more than 150km in either direction.</li> </ul> <p>The quantum the per km allowance for excess travel has been increased from \$0.80 to \$0.93.</p> <p>This provision removes the reference to a need for flexible travel provisions for regional projects.</p> <p>It also removes the exemption from payment of the excess fares and travel allowance where an Employee resides in the local region where they are engaged but maintains a separate place of residence from that recorded on the job application form.</p>
<b>Training and related matters</b>	<p><i>14(e)</i> <i>All training conducted outside of ordinary hours will be. paid for at overtime rates of pay</i></p>	<p><i>14(e)</i> <i>All training will be in paid time and any training conducted outside of ordinary hours will be paid for at overtime rates of pay.</i></p>	<p>The amended provision indicates that all training will take place during paid time.</p>
<b>HSR Training</b>	<p><i>14(f)</i> <i>Employees elected as health and safety representatives in accordance with applicable work health and safety legislation will undertake an agreed training course arranged by the Company</i></p>	<p><i>14(f)</i> <i>Employees elected as health and safety representatives in accordance with applicable work health and safety legislation will undertake an agreed training course arranged by the Company within six weeks of being elected, at no cost to the</i></p>	<p>The amended version mandates that HSR training will be carried out by the Union or a provider nominated by the Union.</p>

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	<i>within six weeks of being elected, at no cost to the Employee</i>	<i>Employee. This training will be provided by the Union, or another provider nominated by the Union.</i>	
<b>Asbestos and silica awareness training</b>	14(g) <i>The Employer agrees to schedule an agreed asbestos/silica awareness training course</i>	14(g) <i>The Company agrees to schedule an agreed asbestos/silica awareness training course. It is agreed that this training will be provided by Creative Safety Initiatives (CSI), or another agreed provider nominated by the Union</i> ... <i>Training will be re-done every three years</i>	Under the proposed Agreement, asbestos/silica awareness training must be carried out by CSI or another provider nominated by the Union.  The amended Agreement confirms that an alternative provider must be agreed between the parties.  The new provision also mandates that training will be re-done every three years.
<b>Suicide prevention awareness</b>	14(h) <i>The Parties recognise that suicide prevention of Employees in the construction industry is an important issue and the Company agrees to provide agreed awareness training to Employees, including apprentices, however engaged, through a provider nominated by the employees. Payment for the training will be paid in advance of the training being held</i>	14(h) <i>The Parties recognise that suicide prevention of Employees in the construction industry is an important issue, and the Company agrees to provide agreed awareness training to Employees, including apprentices, however engaged, as a component of their sponsorship for, and implementation of, the best practice Foundo Blue Program</i>	Rather than the employees having the capacity to nominate a provider of suicide prevention training, such training is to be provided as a component of the Company's sponsorship for, and implementation of, the best practice Foundo Blue Program.
<b>Training and related matters</b>	14(i)(ii) <i>Impairment awareness and policy information sessions will be delivered to all employees {including supervisors and managers}, contractors and labour hire workers and renewed every 5 years.</i>	14(i)(ii) <i>Impairment awareness and policy information sessions will be delivered to all Employees and renewed every 5 years</i>	The amended Agreement removes the requirement to deliver impairment awareness and policy information sessions to contractors and labour hire. However, an impairment awareness and policy information session component must still be incorporated into contractor, labour hire and visitor induction.
<b>Industry Training Levy</b>	<i>No equivalent</i>	10.4.3 <b><i>In respect of the Industry Training Levy</i></b> c) <i>As an initiative to enhance the employment and career opportunities of Employees, the Parties will continue to facilitate ongoing</i>	The new pattern Agreement includes a new industry training levy which starts at \$1.00 per week.

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		<p><i>training to improve occupational health and safety in the industry and to improve Employees' work skills so as to advance progression to higher industry skill levels.</i></p> <p>d) <i>To support the cost of these training initiatives the Company will make a payment per Employee per week in accordance with the table below. Such monies to be paid to Construction and Building Industries Training (CABIT) Ltd and collected by Incolink to support that body's funding initiatives.</i></p> <table border="1" data-bbox="1048 611 1594 786"> <thead> <tr> <th data-bbox="1048 611 1292 683">Year commencing</th> <th data-bbox="1292 611 1594 683">Contribution per Employee per week</th> </tr> </thead> <tbody> <tr> <td data-bbox="1048 683 1292 730">1 July 2024</td> <td data-bbox="1292 683 1594 730">\$1.00</td> </tr> <tr> <td data-bbox="1048 730 1292 786">1 July 2026</td> <td data-bbox="1292 730 1594 786">\$2.00</td> </tr> </tbody> </table> <p>14(j) <i>Additional Training and Related Matters</i></p> <p>(i) <i>This clause covers training matters that are agreed between the Parties.</i></p> <p>(ii) <i>The Parties recognise that to increase the efficiency and productivity of the industry, a significant commitment to structured training and skills development is required. The Company recognises its obligation to contribute to the skills and knowledge base of the industry.</i></p> <p>(iii) <i>The Parties will consult on the development of training programs which are consistent with the following:</i></p> <p>a. <i>An Employee's skills will be assessed against those required in the nationally</i></p>	Year commencing	Contribution per Employee per week	1 July 2024	\$1.00	1 July 2026	\$2.00	<p>The amended version also mandates consultation on development of additional training programs</p>
Year commencing	Contribution per Employee per week								
1 July 2024	\$1.00								
1 July 2026	\$2.00								



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		<p><i>recognised formal training package relevant to their employment. Any necessary training will be provided to attain the relevant nationally recognised formal qualification.</i></p> <p><i>Training provided will be consistent with the Company's business requirements, relevant to the work of the _Employees, consistent with the skills development of each Employee and with applicable national competency standards</i></p>	
<b>Annual leave on termination</b>	<p><i>16.3(a)</i> <i>On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee at the rate of 2.77 hours per week</i></p>	<p><i>16.3(a)</i> <i>On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee</i></p>	<p>The rate at which annual leave is paid out on termination has been removed. This has perhaps been done as a result of the High Court's interpretation of the meaning of a 'day' for the purposes of 10 days of annual leave.</p>
<b>Additional purchased leave</b>	<p><i>16.11 Additional Purchased Leave</i></p> <p>a) <i>In addition to the annual leave entitlements in this clause employees may purchase additional leave at the rate of one hour per week worked. The purchase is made with the sacrifice of one hour of ordinary time pay.</i></p> <p>b) <i>Unless otherwise agreed, all Purchased Leave must be taken in the Purchasing Year to which it relates, Unused Purchased Leave at the end of the Purchasing Year will be paid back to the Employee, unless otherwise approved.</i></p> <p>c) <i>Purchased Leave entitlements must be taken at a suitable time having regard to the operational requirements of the company and the personal needs of the Employee.</i></p> <p>d) <i>Purchased Leave does not attract annual leave loading allowance.</i></p>	<p><i>No equivalent</i></p>	<p>The capacity to purchase additional leave under the old pattern has been removed.</p>
<b>Parental leave</b>	<p><i>7. PARENTAL LEAVE</i></p> <p>a) <i>Parental Leave shall be in accordance with the NES including that after 12 months of</i></p>	<p><i>18 PARENTAL LEAVE</i></p> <p>a) <i>An employee is entitled to the Parental Leave provisions contained within the NES.</i></p>	<p>Rather than:</p> <ul style="list-style-type: none"> <li>- The entitlement being excluded from casuals;</li> </ul>

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	<p><i>continuous employment, an Employee (other than a casual) may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.</i></p> <p>b) <i>In addition, if the Employee is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) (PPL Act) as the primary carer of the child:</i></p> <p>(I) <i>The Company will provide 10 weeks' paid parental leave for part of the 52 weeks' of unpaid leave as outlined in clause 19(a) above; and</i></p> <p>(1i) <i>The payment will be the equivalent to the difference between the Employee's entitlement to paid parental leave for a 10 week period under the PPL Act (based on the minimum wage) and the Employee's 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C.</i></p> <p>c) <i>In accordance with section 22 of the Fair Work Act, unpaid leave does not count as continuous service, however, it does not break service.</i></p> <p>d) <i>Where an Employee is entitled to Dad and Partner Pay under the PPL Act, the Company will provide 2 weeks paid leave In accordance with this subclause. The payment will be equivalent to the difference between the Employee's</i></p>	<p><i>In summary an Employee who has, or will have, completed at least 12 months of continuous service may take up to 52 weeks of unpaid leave where the employee has or will have a responsibility for the care of the child.</i></p> <p>b) <i>In addition to the entitlement under the NES the Employer will pay an additional amount as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Where the employee is to be the primary care giver, the employer will pay for a period of ten (10) weeks the equivalent of the difference between the Government paid parental leave scheme and the employees 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C.</i></li> <li>• <i>Where the employee is not to be the primary care giver, the employer will pay for a period of two (2) weeks the equivalent of the difference between the government paid parental leave scheme and the employee's 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C.</i></li> </ul> <p>c) <i>To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the employee the equivalent of the employees 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C for the periods set out above.</i></p> <p>d) <i>In the event that an employee does not qualify for the Government paid parental leave scheme the employee may elect to</i></p>	<ul style="list-style-type: none"> <li>- The entitlement only being provided to the primary carer; and</li> <li>- The quantum being the difference between the amount received from the government for 10 weeks and the minimum rate for their classification.</li> </ul> <p>Under the proposed pattern:</p> <ul style="list-style-type: none"> <li>- Casuals also entitled</li> <li>- Employer to pay to primary care giver for 10 weeks the difference between the Government PPL scheme and the employee's 36 hour wage rate plus the productivity allowance.</li> <li>- Employer to pay to non-primary care giver for 2 weeks the difference between the Government PPL scheme and the employee's 36 hour wage rate plus the productivity allowance.</li> <li>- If the Government PPL scheme ceases to exist, the employer will pay to the employee their 36 hour wage rate (plus productivity allowance) for 10 weeks (primary care givers) or 2 weeks (non primary care givers).</li> <li>- Where an employee does not qualify for the Government funded PPL, the Company will pay for 2 weeks' leave.</li> </ul>

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	<p><i>entitlement to Dad and Partner Pay, for a 2 week period under the PPL Act (based on the minimum wage) and the Employee's 36-hour wage rate prescribed in Appendix 8 applicable to their classification plus productivity allowance in Appendix C.</i></p>	<p><i>take up to two weeks paid leave and the Company will pay up to two weeks' pay to the employee being the equivalent of the employees 36-hour wage rate prescribed in Appendix B applicable to their classification plus productivity allowance in Appendix C. This is in addition to any accrued leave entitlements.</i></p>	
<p><b>Family violence leave</b></p>	<p><b>20.1 Definition</b></p> <p>a) <i>For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:</i></p> <ul style="list-style-type: none"> <li><i>(i) Is physically or sexually abusive;</i></li> <li><i>(ii) is emotionally or psychologically abusive;</i></li> <li><i>(iii) is economically abusive;</i></li> <li><i>(iv) is threatening;</i></li> <li><i>(v) is coercive;</i></li> <li><i>(vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person;</i></li> <li><i>(vii) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).</i></li> </ul> <p>b) <i>For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means-</i></p> <ul style="list-style-type: none"> <li><i>(i) a person who is, or has been, the relevant person's spouse or domestic partner; or</i></li> </ul>	<p><b>20.1 General Principles</b></p> <p>a) <i>The Company recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support to staff that are subjected to family and/or domestic violence.</i></p> <p>b) <i>An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.</i></p> <p><b>20.2 Definition of Family and/or Domestic Violence</b></p> <p>a) <i>For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).</i></p> <p>b) <i>To avoid doubt, this definition includes behaviour that:</i></p> <ul style="list-style-type: none"> <li><i>(i) is physically or sexually abusive; or</i></li> <li><i>(ii) is emotionally or psychologically abusive; or</i></li> <li><i>(iii) is economically abusive; or</i></li> <li><i>(iv) is threatening; or</i></li> <li><i>(v) is coercive; or</i></li> </ul>	<p>The 10 day entitlement to family violence leave is extended to casuals and to those providing support to a person who is subjected to family and/or domestic violence.</p> <p>The new provision also requires the Company to approve reasonable requests to changes to span of hours, job redesign and relocation.</p> <p>An inclusive list of matters that may be requested by an employee experiencing family and/or domestic violence is at cl. 20.5.</p>

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	<p>(ii) a person who has, or has had, an intimate personal relationship with the relevant person; or</p> <p>(iii) a person who is, or has been, a relative of the relevant person; or</p> <p>(iv) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis;</p> <p>(v) or a child of a person who has, or has had, an intimate personal relationship with the relevant person.</p> <p>a) For the purposes of clauses 20(b)(ii) and 20(b)(v)), a relationship may be an intimate personal relationship whether or not it is sexual in nature.</p> <p><b>20.2 Confidentiality</b></p> <p>a) The Company must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.</p> <p><b>20.3 Leave</b></p> <p>a) An Employee (other than casual Employees) experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed by clause 19.1(a) of the Award applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of</p>	<p>(vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or</p> <p>(vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.</p> <p><b>20.3 Family and/or Domestic Violence Leave</b></p> <p>An Employee, including a casual Employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:</p> <p>a) attending legal proceedings, counselling, appointments with a medical or legal practitioner</p> <p>b) relocation or making other safety arrangements; or</p> <p>c) other activities associated with the experience of family and/or domestic violence.</p> <p><b>20.4 Notice and Evidentiary Requirements</b></p> <p>a) The Employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.</p> <p>b) If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 20.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.</p>	

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	<p><i>safety arrangements and other activities associated with the experience of family and domestic violence.</i></p> <p>b) <i>Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.</i></p> <p>c) <i>The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause,</i></p> <p>d) <i>In addition, the Company may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.</i></p> <p>e) <i>For the avoidance of doubt, family violence leave does not accumulate from year to year and is not paid out on termination of employment.</i></p>	<p>c) <i>The Company must ensure that any personal information provided by the Employee to the Company concerning an Employee's experience of family and/or domestic violence is kept confidential.</i></p> <p><b>20.5 Individual Support</b></p> <p><i>In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all Employees, the Company will approve any reasonable request from an Employee subjected to family and/or domestic violence including:</i></p> <p>a) <i>changes to their span of hours or pattern or hours and/or shift patterns</i></p> <p>b) <i>job redesign or changes to duties</i></p> <p>c) <i>relocation to suitable employment within the Company</i></p> <p>d) <i>a change to their telephone number or email address to avoid harassing contact; or</i></p> <p>e) <i>any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.</i></p>	
<b>Casual labour</b>	<p><i>Clause 22(b)</i></p> <p>b) <i>A casual Employee must be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, personal leave, parental leave, jury service, and public holidays</i></p>	<p><i>Clause 21(b)</i></p> <p>b) <i>A casual Employee must be entitled to all the applicable rates and conditions of employment prescribed in this Agreement, including redundancy contributions except annual leave, personal leave, jury service, and public holidays on which no work is performed. A casual employee is entitled to unpaid bereavement leave, domestic violence leave and unpaid carer's leave</i></p>	<p>The amended pattern provides that a casual employee will:</p> <ul style="list-style-type: none"> <li>- Receive redundancy payments;</li> <li>- Receive domestic violence leave;</li> </ul>
<b>Casual labour</b>	<p><i>Clause 22(c)</i></p> <p>c) <i>On each occasion a casual Employee is required</i></p>	<p><i>Clause 22(c)</i></p> <p>c) <i>On each occasion a casual Employee is required</i></p>	<p>The amended pattern provides that casuals will be offered a minimum of 8</p>

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	<i>to attend work, the Employee must be entitled to payment for a minimum of four hours work plus allowances, the relevant fares, and travel allowance and daily rate of ACIRT in this Agreement</i>	<i>to attend work, the Employee must be offered a minimum of eight (8) hours work and be entitled to be paid for time worked plus allowances, the relevant fares and travel allowance, and daily rate of redundancy contribution in this Agreement.</i>	hours per engagement (rather than paid a minimum of 4 under the previous pattern.
<b>Casual labour</b>	<i>No equivalent</i>	<p><i>Clauses 22(g) and (h)</i></p> <p><i>g) A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.</i></p> <p><i>h) Any Employee, who is entitled to be converted to permanent employment pursuant to this clause is entitled to be paid 180% of the hourly rate prescribed in this Agreement for the Employee's classification from the first day of the seventh week of their employment.</i></p>	<p>A casual engaged on an average of 4 days or more per week over 6 weeks will automatically be converted to permanent employment.</p> <p>An employee who is entitled to be converted to permanent employment to be paid 180% of the ordinary hourly rate from the first day of the seventh week of their employment.</p>
<b>Effective work organisation</b>	<p><i>23(b)</i></p> <p><i>Effective Work Organisation has several inter-related elements:</i></p> <ul style="list-style-type: none"> <li><i>(i) organisation of people to perform work</i></li> <li><i>(ii) skill development, including communication; and</i></li> <li><i>(iii) career planning or goal setting</i></li> </ul>	<p><i>23(b)</i></p> <p><i>b) Effective Work Organisation has several inter-related elements:</i></p> <ul style="list-style-type: none"> <li><i>(i) organisation of people to perform work;</i></li> <li><i>(ii) skill development, including communication;</i></li> <li><i>(iii) career planning or goal setting; and</i></li> <li><i>(iv) opportunities in the event of redundancies.</i></li> </ul>	The new version of the Agreement provides that 'opportunities in the event of redundancies' is an element of Effective Work Organisation
<b>Effective work organisation</b>	<p><i>23(f)</i></p> <p><i>The Parties to this Agreement acknowledge it may not be possible to directly engage Employees in the roles referred to in clauses (c) and (d) for example:</i></p> <ul style="list-style-type: none"> <li><i>(i) due to client tender/contract conditions (e.g. some Commonwealth Department of</i></li> </ul>	<p><i>23(f)</i></p> <p><i>The Parties to this Agreement acknowledge it may not be possible to directly engage Employees in the roles referred to in clauses (c) and (d) for example:</i></p> <ul style="list-style-type: none"> <li><i>(i) due to client tender/contract conditions (e.g. some Commonwealth Department</i></li> </ul>	The amended version alters the definition of a 'minor project' for the purposes of the exception to direct engagement up to a contract value of \$20 million per site.

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	<p><i>Defence projects, or existing projects where there are contractual requirements); or</i></p> <p><i>(ii) on minor projects up to the Company's contract value of \$10 million per site. For the purposes of this clause, the Company's contract value is calculated at the time of contract award to the Company,</i></p> <p><i>In such instances, the application of clauses (c) and (d) will be discussed and agreed with the Employees with at least 7 days' notice of the meeting or as soon as practicable.</i></p>	<p><i>of Defence projects, or existing projects where there are contractual requirements); or</i></p> <p><i>(ii) on minor projects up to the Company's contract value of \$20 million per site. For the purposes of this clause, the Company's contract value is calculated at the time of contract award to the Company.</i></p> <p><i>In such instances, the application of clauses (c) and (d) will be discussed and agreed with the Union Delegate / Union with at least 7 days' notice of the meeting or as soon as practicable.</i></p>	<p>It also mandates discussion/agreement with the Union Delegate/Union rather than the Employees.</p>
<p><b>Security of employment</b></p>	<p><i>Clause 24.1</i></p> <p><b><i>Use of Contractors</i></b></p> <p><i>a) The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Company. The Company will take measures to achieve employment security for its Employees. The Company recognises that in certain circumstances the use of contractors and labour hire could affect the job security of Employees covered by this Agreement.</i></p> <p><i>b) As soon as practicable prior to a contract being awarded, the Company shall inform the effected employees who the subcontractors are and provide documentation as to the subcontractor's compliance with its legal obligations and information about what work will be carried out prior to their arrival on the job.</i></p> <p><i>c) If after consultation, the Company engages subcontractors to perform work that may be performed by Employees covered by this Agreement, it will require that those subcontractors' employees are engaged on lawful terms and conditions of employment.</i></p>	<p><i>Clause 24</i></p> <p><i>a) The Parties agree to maximise the continuity of employment for permanent Employees and to ensure that permanent employment opportunities are not eliminated or eroded.</i></p> <p><i>b) The Company recognises that in certain circumstances the use of subcontractors and labour hire may affect the job security of Employees covered by this Agreement.</i></p> <p><i>c) As soon as practicable after being awarded a contract and prior to engaging a subcontractor to perform work performed by Employees covered by this Agreement, the Company shall inform the Union. Parties shall recognise both geographical and commercial circumstances and may agree to vary the operation of this clause.</i></p> <p><i>d) This clause does not apply in circumstances where existing subcontractors are engaged.</i></p> <p><b><i>24.1 Use of subcontractors</i></b></p> <p><i>a) If the Company wishes to engage subcontractors and their employees to perform work covered by this Agreement, the Company must consult in good faith with the Union.</i></p>	<p>Rather than an aspirational clause referring to 'commitments' to a stable and skilled workforce, the amended pattern includes an agreement to maximise the continuity of employment for permanent employees and to ensure that permanent employment opportunities are not eliminated or eroded.</p> <p>The proposed pattern also requires the Company to consult with the Union after being awarded with a contract but prior to the engagement of contractors that are to perform work covered by the Agreement. The Agreement allows for agreement to be reached to vary the operation of this clause.</p> <p>An exception is applied in circumstances where existing subcontractors are engaged. However, the extent of this exception is unclear.</p>

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	<p>d) <i>As soon as practicable after being awarded a contract, the Company shall inform the Union via its site delegates who the subcontractors are and what work will be carried out prior to their arrival on the job. The Company is not required to consult with or seek the approval of the Parties about the engagement of subcontractors</i></p>	<p><i>Consultation will occur prior to the engagement of subcontractors for the construction works.</i></p> <p>b) <i>If the Company decides to engage subcontractors, the Company shall ensure that the employees of the subcontractors are engaged on terms and conditions of employment which are no less favourable overall than Commercial Building Industry Rates. "Commercial Building Industry Rates" means the terms and conditions contained in the standard CFMEU enterprise agreements covering the type of work performed by the subcontractor and its employees.</i></p> <p>c) <i>The use of sham subcontracting arrangements is a breach of this Agreement. The Company who engages subcontractors is responsible for ensuring the employees of subcontractors are entitled to wages, allowances and conditions equal to or better than Commercial Building Industry Rates covering the type of work performed by the subcontractor and its employees on the Company's projects.</i></p>	<p>The new pattern also contains a 'jump up clause'. Subcontractors' employees to be paid at least at "Commercial building industry rates" (i.e. CFMEU enterprise agreement rates). This is an open admission of pattern bargaining.</p>
<p><b>Security of employment</b></p>	<p><i>24.2 Use of Supplementary Labour Hire</i></p> <p>a) <i>Where there is a need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including contractors and labour hire companies, following consultation with potentially affected Employees.</i></p> <p>b) <i>The Company will require those businesses to ensure that any workers engaged by such businesses performing work that is currently being, or in the future being, carried out by Employees, are provided with all their lawful entitlements due in relation to their performance of work.</i></p> <p>c) <i>Whilst the Company may engage labour hire</i></p>	<p><i>24.2 Use of Supplementary Labour Hire</i></p> <p>a) <i>Supplementary labour hire is defined as temporary "top up" labour designed to meet short term situations such as absences due to personal/ carer's leave, annual leave and short-term work peaks.</i></p> <p>b) <i>The Company shall ensure that any workers engaged by such businesses and performing work covered by this Agreement are entitled to wages, allowances and conditions equal to or better than those contained in this Agreement.</i></p> <p>c) <i>The Company who engages labour hire workers is responsible for ensuring those workers are entitled to rates no less than those contained in this Agreement. This obligation</i></p>	<p>Company to ensure that employees of labour hire companies providing 'supplementary labour hire' are to receive wages, allowances and conditions equal to or better than those contained in the agreement. Company liable for all outstanding entitlements of labour hire employees on the 'Company's projects' only.</p> <p>Under the proposed pattern, redundancies while labour hire is engaged in work performed by Employees requires the agreement of the Union.</p>



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	<p><i>for a variety of reasons, the Company acknowledges that it is not its intention to use supplementary labour to undermine the employment security and terms and conditions of Employees under this Agreement.</i></p> <p><i>d) If the Company considers supplementary labour will be required for more than six weeks, consultation regarding the ongoing use of supplementary labour will occur with affected Employees.</i></p> <p><i>e) 'Supplementary labour' is temporary 'top up' labour designed to meet short term situations such as absences due to personal leave, annual leave, and short term work peaks.</i></p>	<p><i>extends to liability for all outstanding wages, conditions and entitlements under this Agreement on the Company's projects.</i></p> <p><i>d) The Company acknowledges that it is not the intention to undermine the employment security and terms and conditions of Employees under this Agreement. As such, there will be no redundancies made while the Company has engaged labour hire to undertake work that is performed by Employees. Any departure from this shall require agreement with the Union.</i></p>	
<b>Temporary foreign labour</b>	<p><i>24.3(a)</i> <i>The Company must ensure that no person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958) is employed to undertake building work unless:</i></p>	<p><i>24.3(a)</i> <i>The Company must ensure that no person that is not an Australian citizen, or Australian permanent resident (within the meaning of the Migration Act 1958), or unrestricted work rights, is employed to undertake building work unless...</i></p>	<p>The obligation of the Company has been varied so that the process in cl. 24.3(a) does not have to be followed to engage those with unrestricted work rights.</p>
<b>Sham contracting</b>	<p><i>25.1(b)(iv)</i> <i>In this clause, "sham contracting" is where</i> <i>...</i> <i>Any use of sham contracting is a breach of this Agreement</i></p>	<p><i>25.1(b)(iv)</i> <i>In this clause, "sham contracting" is where:</i> <i>...</i> <i>Any use of sham contracting, including the use of individual workers paid on an ABN system doing work covered by this Agreement, is a breach of this Agreement</i></p>	<p>The amended version of the pattern refers to usage of individual workers with an ABN doing work covered by the Agreement as 'sham contracting'.</p>
<b>Industry fund compliance</b>	<p><i>25.2(a)</i> <i>a) The Company shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes ACIRT, CBUS, Long Service Payments Corporation and Top-up Workers Compensation Insurance/ Income protection insurance.</i></p>	<p><i>25.2</i> <i>(a) The Company shall ensure that all its Employees covered by this Agreement are registered and receiving all benefits as applicable under any relevant industry schemes being Superannuation, Incolink, Long Service Payment Corporation,. Top-Up Workers Compensation/income protection and other related benefits. The Company will</i></p>	<p>All references to ACIRT have been removed and replaced by Incolink.</p> <p>This provision has also been amended to refer to the requirement to be compliant in respect of the Company's obligations to CIDAF.</p>

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		<i>also be compliant in respect of its obligations to CIDAF.</i>	Also, the obligation upon the Company with respect to industry fund compliance has been amended to refer broadly to superannuation (rather than Cbus specifically)
<b>Industry fund compliance</b>	<p>25.2(e) – (f)  <i>When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Company's compliance with payments and/or registration with the abovementioned funds or schemes, the Company shall provide to the Employees and the Delegate/Employees representative if requested by an Employee, all relevant information to assist in resolving any concerns and an independent audit may be arranged. To assist the Company and the Employees in monitoring compliance with this Agreement, Company and the Employees nominate JMC Accounting Group as their preferred provider to conduct such audit(s) if an audit is required.</i></p> <p>a) <i>If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with its obligations the following process will apply:</i></p> <ul style="list-style-type: none"> <li><i>(i) the person or their representative must notify the Company in writing of the alleged non-compliance and what must be done to remedy it;</i></li> <li><i>(ii) the parties must consult In good faith in an effort to resolve the matter; and</i></li> <li><i>(iii) to assist in the monitoring of compliance by the Company and the employees and in resolving of a genuine and reasonable complaint a compliance audit may be arranged.</i></li> </ul>	<p>25.2(d)  <i>d) When the Union or an Employee raises a concern in respect of the Employee entitlements and/or the Company's compliance with payments and/or registration with the relevant funds or schemes, the Company shall provide to the Union, Employees and the Union Delegate, all relevant information to assist in resolving any concerns and an independent audit may be arranged. To assist the Company, the Union, and the Employees in monitoring compliance with this Agreement the Parties will utilise an agreed provider to conduct such audit(s) if an audit is required. A copy of any audit report will be given to the Union, Union delegates and employees.</i></p>	<p>The amended pattern agreement provides the CFMMEU with the power to require production of information regarding industry fund compliance.</p> <p>The detailed procedure for resolving disputes prior to arranging an audit has been removed.</p> <p>The reference to JMC Accounting Group as the preferred auditor has been removed. The auditor must be agreed to with the Union.</p>

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<b>Industry fund compliance</b>	<p>25.2(g)  <i>If the Company does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme, the Company will be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, the Company must pay the earnings on the relevant Trust Deed and the Fund or scheme that accrued during the period of non-payment. The requirement for the Company to make retrospective payments will not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund</i></p>	<p>25.2(e)  <i>If the Company does not contribute the amounts in accordance with this Agreement, the relevant Trust Deed and the Fund or scheme, the Company will be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, the Company must pay the earnings on the relevant Trust Deed and the Fund or scheme that accrued during the period of non-payment. The requirement for the Company to make retrospective payments will not limit any common law action which may be available in relation to death, disablement or any other cover existing within the terms of a relevant fund. Employees will not be required to work until such time as the non-compliance is -rectified.</i></p>	<p>The amended version of this clause provides that Employees will not be required to work until industry fund non-compliance is rectified.</p>
<b>Dispute resolution procedure</b>	<p>26(i)  <i>Any resolution of a dispute under this clause by FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulation, Including the Code for the Tendering and Performance of Building Work 2016</i></p>	<p>No equivalent</p>	<p>References to the 2016 Building Code have been removed from the dispute resolution procedure.</p>
<b>Method of accrual of RDOs</b>	<p>27.3(a)  <i>The ordinary working hours shall be worked in a 10 day/ 2 week cycle, Monday to Friday inclusive with eight hours worked for each nine [9] days, and with 0.8 of an hour on each of those days accruing toward the tenth day and can be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO',</i></p>	<p>27.3(a)  <i>The ordinary working hours shall be worked in a 10 day/ 2 week cycle, Monday to Friday. inclusive with eight hours worked for each nine [9] days, and with 0.8 of an hour on each of those days accruing toward the tenth day and can be taken as a paid day off. The tenth day shall be known as the Rostered Day Off or 'RDO'</i></p>	<p>The 2024 pattern is just the same as the 2019 pattern in terms of the method of accrual. The ordinary working week is still structured around a 10 day/2 week cycle, Monday to Friday, inclusive with 8 hours worked for each 9 days, and with 0.8 of an hour on each of those days accruing toward the tenth day which can be taken as a paid day off.</p>
<b>Number of RDOs</b>	<p>27.3(e)  <i>For clarity, 26RDOs shall be accrued by an Employee in each twelve months continuous service</i></p>	<p>27.3(e)  <i>For clarity, up to 26 RDOs shall be accrued by an Employee in each twelve months continuous service</i></p>	<p>The quantum of RDOs in a 12 month period is the same under the 2024 pattern as it was under the 2019 pattern. It provides for 26 RDOs per year.</p>

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<b>Terminology</b>	<i>Designated Long Weekends, Scheduled RDOs Flexible RDOs</i>	<i>Designated Shutdown Long Weekends Fixed RDOs Other RDOs</i>	The terminology has shifted.  Designated Long Weekends are now referred to as Designated Shutdown Long Weekends. Scheduled RDOs are now referred to as Fixed RDOs Flexible RDOs are now referred to as Other RDOs.
<b>Flexible / Other RDOs</b>	27.3(b) <i>RDO's shown as flexible RDO's in the RDO Calendar (Appendix E) can be worked and banked</i>	27.3(b) <i>RDO's shown as Other RDO's in the RDO Calendars (Appendix E) can be worked or banked</i>	The RDOs that were formerly known as 'flexible RDOs' are now referred to as 'Other RDOs'. These can be worked or banked. Generally, there would be 9 of these per year in the 2019 pattern. However, the number appears to be reducing under the 2024 pattern. They start off at 9 in 2024 and reduce to 8 in each subsequent year.
<b>Scheduled RDOs/Fixed RDOs</b>  <b>Designated Long Weekends/Designated Shutdown Long Weekends (Projects Other than identified projects)</b>	27.5(a) <i>The Company and its Employees may agree, where there is a need for genuine operational reasons, work may be carried out on Scheduled RDO/Designated Long Weekends if the Company first consults with and agrees about the need to carry out work with the majority of the Employees. As far as practical given operational requirements, the Company will give employees at least 7 days' written notice of any such need for work to occur so as to ensure appropriate consultation. Such requirements must be based on genuine circumstances. If 7 days notice is not provided by the Employer then the affected Employees, in addition to accrued entitlements, shall be paid double time and a half and shall bank an additional RDO over and above the time accrued</i>  ...  c) <i>Except on Designated Long Weekends,</i>	27.5(a) <i>Work is prohibited on public holidays, fixed RDOs, and Designated Shutdown Long Weekends and RDOs attached to a Designated Shutdown Long Weekend. Where there is an agreed emergency or a special client need and subject to the agreement of all Parties to this Agreement and the Union, limited work may be undertaken on public holidays, fixed RDOs, and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. The Company will give the other Parties and the Union 7 days notice of any such need for work so as to ensure appropriate consultation.</i>  <i>Where it is agreed that work can be performed on a Fixed RDO, or on a Designated Shutdown Long Weekend, public holiday and/or the attached RDO(s) to a Designated Shutdown Long Weekend, the affected Employees, in addition to accrued</i>	Under the 2019 Pattern, work could be performed on a Scheduled RDO / Designated Long Weekend if: <ul style="list-style-type: none"> <li>- There was a need for genuine operational reasons;</li> <li>- The Company gave 7 days' notice;</li> <li>- The Company first consulted with employees;</li> <li>- The majority of employees agreed</li> </ul> If 7 days' notice was not provided, employees were to be paid double time and a half and would bank an additional RDO over and above the time accrued.  If 7 days' notice were provided: <ul style="list-style-type: none"> <li>- For scheduled RDOs, you paid ordinary rates but provided an</li> </ul>

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	<p><i>in addition to accrued entitlements, such work on any scheduled RDO that is not attached to a Designated Long weekend and where notice is given in accordance with clause 27.5 a) shall be paid for at ordinary time rates of pay, including the daily 'Fares &amp; Travelling Allowance' and any applicable allowances as prescribed by this Agreement.</i></p> <p>d) <i>On Designated Long Weekends, in addition to accrued entitlements such work shall be paid for at double time and a half, including the daily 'Fares &amp; Travelling Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.</i></p> <p><i>All Employees who work on the Scheduled RDO will be granted an alternative RDO to another day falling within six weeks of the originally scheduled day provided that the re- scheduled RDO is to be taken on a day or days adjacent to a 'weekend or in co junction with annual leave, or as otherwise agreed by the Employee and the Company, such agreement not to be unreasonably withheld</i></p>	<p><i>entitlements, shall be paid double time and a half, the daily 'Fares &amp; Travelling Allowance' and any applicable allowances as prescribed by this Agreement, and shall bank an additional RDO over and above the time accrued irrespective of the length of notice time provided</i></p> <p>...</p> <p><i>All Employees who work on the Fixed RDO, or an RDO attached to a Designated Shutdown Long Weekend will be granted an alternative RDO to be taken on a day or days adjacent to a weekend or in conjunction with annual leave, or as otherwise agreed by the Employee and the Company, such agreement not to be unreasonably withheld</i></p>	<p>alternative RDO within 6 weeks;</p> <ul style="list-style-type: none"> <li>- For Designated Long Weekends, you paid double time and a half anyway and employees would be entitled to bank an additional RDO.</li> </ul> <p>Under the 2024 agreement, the default position is that work on fixed RDOs and Designated Shutdown Long Weekends is prohibited. The following changes are notable:</p> <ul style="list-style-type: none"> <li>- The circumstances under which employees may be requested to work these RDOs has been raised to an 'agreed emergency' or a special client need;</li> <li>- Arguably all the employees and the Union must agree;</li> <li>- 7 days' notice is still required</li> <li>- Employees who work one of these RDOs will be entitled to be paid at double time and a half and bank an additional RDO regardless of whether or not the 7 days' notice was provided.</li> </ul>
<p><b>Refusal to work on RDOs (Projects Other than Identified Projects)</b></p>	<p>27.5(b)</p> <p>e) <i>An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the hours of work that will be worked by that Employee in the week of the scheduled RDO;</i></li> <li>(ii) <i>the number of scheduled RDOs</i></li> </ul>	<p>27.5(c)</p> <p>a) <i>An Employee may refuse to work on any RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the hours of work that will be worked by that Employee in the week of the RDO;</i></li> <li>(ii) <i>the number of RDOs worked by</i></li> </ul>	<p>Whereas under the 2019 Agreement the Employee had a right of reasonable refusal to work a Scheduled RDO.</p> <p>Under the 2024 Pattern, this has arguably been expanded to a reasonable right to refuse to work any RDO at all, including Flexible or Other RDOs.</p>

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	<p><i>worked by the Employee within the previous six weeks;</i></p> <p>(iii) <i>the Employee's family responsibilities; and</i></p> <p>(iv) <i>any other special circumstances peculiar to the Employee.</i></p>	<p><i>the Employee within the previous six weeks;</i></p> <p>(iii) <i>the Employee's family responsibilities; and</i></p> <p><i>any other special circumstances peculiar to the Employee</i></p>	
<p><b>Identified Projects</b></p>	<p>Appendix K</p> <p><b>1. Work on Designated Long Weekends on Identified Projects</b></p> <p>a) <i>The Company and its Employees may agree, where there is a need for genuine operational reasons, work may be carried out on Designated Long Weekends if the Company first consults with and agrees about the need to carry out work with the majority of the Employees. As far as practical given operational requirements, the Company will give employees at least 7 days' written notice of any such need for work to occur so as to ensure appropriate consultation, Such requirements must be based on genuine circumstances.</i></p> <p>b) <i>In relation to Scheduled RDOs not attached to a Designated Long Weekend, these may be worked with the Agreement of an employee.</i></p> <p>c) <i>An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:</i></p> <p>(i) <i>the hours of work that will be worked by that Employee in the week of the scheduled RDO;</i></p> <p>(ii) <i>the number of scheduled RDOs worked by the Employee within the previous six weeks;</i></p>	<p>Appendix K</p> <p><b>3. Work on Fixed RDOs and Designated Long Weekends</b></p> <p>a) <i>Work is prohibited on public holidays and Designated Shutdown Long Weekends and RDOs attached to a Designated Shutdown Long Weekend. Where there is an agreed emergency or a special client need and subject to the agreement of all Parties to this Agreement and the Union, limited work may be undertaken on public holidays and Designated Shutdown Long weekends and RDOs attached to a Designated Shutdown Long Weekend. The Company will give the other Parties and the Union 7 days notice of any such need for work so as to ensure appropriate consultation.</i></p> <p>b) <i>In relation to Fixed RDOs not attached to a Designated Long Weekend, these may be worked with the agreement of an Employee.</i></p> <p>c) <i>An Employee may refuse to work on a Fixed RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:</i></p> <p>(i) <i>the hours of work that will be worked by that Employee in the week of the Fixed RDO;</i></p> <p>(ii) <i>the number of Fixed RDOs worked by the Employee within the previous six weeks;</i></p> <p>(iii) <i>the Employee's family responsibilities;</i></p>	<p>As under the 2019 Pattern Agreement, the 2024 Pattern Agreement enables work to be performed on Scheduled or Fixed RDOs not attached to a Designated Long Weekend by agreement with an individual employee without providing the 7 days' notice.</p> <p>For identified projects, a Company would still need, under the 2024 Agreement, to provide 7 days' notice for work performed on Designated Shutdown Long Weekends and fixed RDOs which about a Designated Shutdown Long Weekend but arguably, the Company would need to reach agreement with the Union and all employees in order to do so.</p> <p>However, even with agreement, work performed on Designated Shutdown Long Weekends would need to be remunerated at double time and a half and attract a substitute RDO.</p>

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	<p><i>(iii) the Employee's family responsibilities; and</i></p> <p><i>(iv) any other special circumstances peculiar to the Employee.</i></p> <p><i>d) In addition to accrued entitlements, such work that is on any scheduled RDO that is not attached to a Designated Long weekend shall be paid for at ordinary time rates of pay including the daily 'Fares &amp; Travelling Allowance' and any applicable allowances as prescribed by this Agreement.</i></p> <p><i>e) On Designated Long Weekends, In addition to accrued entitlements, such work shall be paid for at double time and a half, including the daily 'Fares &amp; Travelling Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.</i></p> <p><i>f) Where the Employer and Employee agree up to six days RDOs in a twelve month period may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed. Details of such banked RDOs shall be entered on to each Employee's employment records. These RDOs may be taken as a group of consecutive days or any other combination subject to reasonable notice by an Employee.</i></p>	<p><i>(iv) any other special circumstances peculiar to the Employee.</i></p> <p><i>d) In addition to accrued entitlements, such work that is on any Fixed RDO that is not attached to a Designated Long Weekend, shall be paid for at ordinary time rates of pay including the daily 'Fares and Travelling Allowance' and any applicable allowances prescribed by this Agreement.</i></p> <p><i>e) On Designated Long Weekends, in addition to accrued entitlements, such work shall be paid for at double time and a half, including the daily 'Fares and Travelling Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.</i></p> <p><i>Where the Company and the Employee agree, up to six days of RDOs in a twelve-month period may be accrued for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed. Details of such banked RDOs shall be entered on to each Employee's employment records. These RDOs may be taken as a group of consecutive days or any other combination subject to reasonable notice by an Employee</i></p>	
<p><b>5 day working week</b></p>	<p><i>Appendix J</i></p> <p><i>(a) Projects will be fully operational on all scheduled RDOs days not attached to a Designated Long Weekend (which include the Easter and Christmas shutdown periods</i></p> <p><i>(b) If an Employee works on a scheduled RDO, they will take the accrued RDO as a substitute day within 7 days (i.e. on any day over the 7 day period) from the Scheduled RDO falling in the RDO calendar (Refer Appendix E).</i></p>	<p><i>Appendix J</i></p> <p><i>(a) Projects will be fully operational on all Fixed RDOs days not attached to a Designated Shutdown Long Weekend (which include the Easter and Christmas shutdown periods).</i></p> <p><i>If an Employee works on a Fixed RDO, they will take the accrued RDO as a substitute day, at a later date, at the Employee<sup>1</sup>s choosing for each RDO that they are required to work. Employees will be required to</i></p>	<p>As per the 2019 Agreement, where the 5 day working week is implemented, projects will be fully operational on all Scheduled or Fixed RDOs not attached to a Designated Long Weekend.</p> <p>Whereas under the 2019 Agreement, working on a Scheduled RDO would enliven an entitlement to take a</p>

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		take up to thirteen 13 RDOs in a calendar year. In addition to the Designated RDOs, with these RDOs able to be utilised in accordance with .clause 27.3 c) of this Agreement, or any other Saturday of the Employees choosing	substitute day as an RDO within 7 days, the 2024 Agreement lets the employee choose a substitute day on any later date. Further, the 2024 Agreement requires employees to take up to 13 RDOs in a calendar year.
<b>Overtime</b>	27.6(d) <i>Employees required to work on a Saturday or Sunday must be afforded a minimum 4 hours work, or be paid as if worked for 4 hours at the aforementioned overtime rates</i>	27.6(d) <i>Employees required to work and attend work on a Saturday or Sunday must be afforded a minimum six (6) hours work, or those hours permitted by the relevant DA Conditions for the project. Employees will be paid as if worked for six (6) hours, or those hours permitted by the relevant DA Conditions at the applicable overtime rates</i>	Minimum payment on a Saturday or Sunday has been increased from 4 hours to 6 (or those hours permitted by the relevant DA Conditions for the project).
<b>Public holidays</b>	No equivalent	27.8.1(c) <i>For the avoidance of doubt, an employee who is a permanent part-time employee, is entitled to receive 8 hours payment for the public holiday(s) irrespective of the days worked.</i>	The amended pattern Agreement provides that part-time employees receive the benefit of public holidays (quantified as 8 hours) regardless of whether their ordinary hours would have fallen on the relevant day.
<b>Public holidays</b>	27.8.3 <i>An Employee required to work on a public holiday or the day after Good Friday will be paid for a minimum of four (4) hours work at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu</i>	27.7.3 <i>An Employee required to work on a public holiday or the day after Good Friday will be paid for a minimum of eight (8) hours work at the rate of double time and a half ordinary time rates and shall bank an additional day in lieu</i>	The minimum payment for work performed on a public holiday has been extended to 8 hours rather than 4.
<b>Picnic day</b>	28 <i>It is agreed by the parties that the first Monday of December shall be observed as the building industry picnic day. All employees as far as practicable will be given and will take this day as picnic day, without loss of pay to Employees</i>	28 <i>It is agreed by the parties that the first Monday of December shall be observed as the building industry picnic day. All employees as far as practicable will be given and will take this day as picnic day, without loss of pay to Employees on production of an OK Card by the Employee</i>	The eligibility to be paid for the picnic day under the new pattern is contingent upon the employee presenting an OK Card.
<b>Trade Union Rights and Representation</b>	<b>Clause 29.1</b> <i>29.1 Union Delegate/Employee Representative Rights</i>	<b>29.1 Union Delegate</b> <i>a) This clause outlines the rights for Union Delegates when assisting Employees. For clarity, each Employee has the right to</i>	All references in this provision to ‘employee representative’ have been removed. The Agreement now



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	<p>a) <i>This clause outlines the rights for Employee representatives and Union Delegates when assisting Employees. For clarity, each Employee has the right to determine whether they wish to be represented or not.</i></p> <p>b) <i>Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.</i></p> <p>c) <i>The Company shall not initiate, be involved in, or interfere with the election of a Union Delegate(s).</i></p> <p>d) <i>Where an Employee has been elected as a Union Delegate/Employee Representative, the Company will recognise the following rights:</i></p> <p><i>(i) the right to be treated fairly and to perform their role without any discrimination in their employment;</i></p> <p><i>(ii) the right to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union</i></p> <p><i>(iii) the right to place information related to permitted matters on a notice board In a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;</i></p> <p><i>(iv) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;</i></p> <p><i>(v) the right to paid time to assist and</i></p>	<p><i>determine whether they wish to be represented or not.</i></p> <p>b) <i>Such representatives (or individual Employees) are entitled to the protections of Division 4 of Part 3-1 of the Fair Work Act in relation to their involvement in lawful industrial activities.</i></p> <p>c) <i>The Company shall not initiate, be involved in, or interfere with the election of a Union Delegate(s).</i></p> <p>d) <i>Where an Employee has been elected as a Union Delegate the company will recognise the following rights:</i></p> <p><i>(i) the right to be treated fairly and to perform their role without any discrimination in their employment;</i></p> <p><i>(ii) the right to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;</i></p> <p><i>(iii) the right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;</i></p> <p><i>(iv) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;</i></p> <p><i>(v) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;</i></p>	<p>assumes that the Union Delegate will represent employees.</p> <p>This provision also includes a right to ‘paid’ time off to participate in the operation of the union.</p> <p>The new pattern provides a right to the Union Delegate to address new employees about the benefits of union membership at the time they enter employment or on site.</p> <p>The right of a union delegate to paid time off has been limited to time during usual working hours.</p>

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	<p><i>represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;</i></p> <p><i>(vi) the right to represent the interests of members in their work place to the Union, the Company and industrial tribunals/courts;</i></p> <p><i>(vii) the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;</i></p> <p><i>(viii) the right to paid time (including wages, productivity allowance and fares) to attend Union endorsed training/forums which are directed to improving the skills and knowledge of the participant in the system of workplace relations;</i></p> <p><i>(ix) prior to the Company making a decision to terminate or transfer a Union Delegate/Employee Representative, the Company shall notify the Union Delegate 10 days in advance of such termination or transfer. Payment In lieu of notice may be made by agreement;</i></p> <p><i>(x) Union members employed by the Company have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement, where they so choose;</i></p> <p><i>(xi) the right to reasonable time during working hours to consult and confer with Employees, Union members and officials;</i></p> <p><i>(xii) the right to reasonable time to participate in the operation of the Union</i></p>	<p><i>(vi) the right to represent the interests of members in their workplace to the Union, the Company and industrial tribunals/courts;</i></p> <p><i>(vii) the right to formal recognition that the endorsed Union delegates will speak on behalf of the Union members in the workplace;</i></p> <p><i>(viii) the right to paid time (including wages, productivity allowance and fares) to attend Union endorsed training/forums which are directed to improving the skills and knowledge of the participant in the system of workplace relations;</i></p> <p><i>(ix) prior to the Company making a decision to terminate or transfer a Union Delegate the Company shall notify the Union Delegate 10 days in advance of such termination or transfer. Payment in lieu of notice may be made by agreement;</i></p> <p><i>(x) (x) Union members employed by the Company have the right to be represented by their Union in the consultation, disciplinary and dispute resolution arrangements in this Agreement, where they so choose;</i></p> <p><i>(xi) the right to reasonable time during working hours to consult and confer with Employees, Union members and officials;</i></p> <p><i>(xii) be present at site induction meetings for the purpose of being introduced as the Delegate;</i></p> <p><i>(xiii) the right to have reasonable paid time off during usual working hours to participate in the operation of the</i></p>	

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	<p>during normal working hours; and            (xiii) be present at site induction meetings for the purpose of being introduced as the Employee Representative.</p>	<p>Union; and            (xiv) the right to address new Employees about the benefits of union membership at the time they enter employment or on site.</p>	
<p><b>Trade Union Rights and Representation</b></p>	<p><b>29.2 – Facilities</b>            a) The Company shall provide an agreed facility for the use of the Union Delegate/Employee Representative to perform their duties and functions as the on-site representative of the employees. The provision of the following facilities is to ensure that the Union Delegate/Employee is able to effectively perform his/her functions in a professional and timely manner            b) The facilities shall include:            (i) a telephone;            (ii) a table and chairs            (iii) a filing cabinet;            (iv) air-conditioning/heating;            (v) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate/Employee Representative and Site Management            (vi) a private lockable area            (vii) A suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Employee Representative. The Company will respect the privacy of the nominated Employee Representative's use of these facilities and will not monitor</p>	<p><b>29.3 – Facilities</b>            a) The Company shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner.            b) The facilities shall include:            (i) a telephone;            (ii) a table and chairs            (iii) a filing cabinet;            (iv) air-conditioning/heating;            (v) access to stationery and other administrative facilities, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management.            (vi) a private lockable area.            (vii) A suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Union Delegate. The Company will respect the privacy of the Union Delegate's use of these facilities and will not monitor communications using that location.</p>	<p>The reference to facsimile has been removed.</p>

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	<i>communications using those facilities</i>		
Trade Union Rights and Representation	No equivalent	<p><b>24.1 Trade Union Rights Promoting Representation of Members</b></p> <p>a) <i>Any Company representative who discourages an Employee from becoming a financial member of the Union breaches the intent of this Agreement.</i></p> <p>b) <i>The Company must invite the Union delegate to attend every Company induction for new Employees and to address Employees.</i></p> <p>c) <i>A standing invitation exists for any representative of the Union covered by this agreement to enter any place where Company Employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.</i></p> <p>d) <i>The Company will allow the Union to promote membership of the Union.</i></p> <p>e) <i>The Company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.</i></p> <p>f) <i>The Company will provide any information to the Union about Employees that the Union requires, to ensure compliance with this Agreement, subject to relevant legislation.</i></p> <p>g) <i>The Company will provide information about the Union to an Employee that the Union requires.</i></p>	<p>The new pattern requires:</p> <ul style="list-style-type: none"> <li>- Any Company representative to refrain from discouraging an Employee from becoming a financial member of the Union;</li> <li>- Company to invite union delegate to attend every company induction for new employees and to address employees for at least half an hour per attendance.</li> <li>- Standing invitation for any representative of the Union to enter any place where company employees or representatives are.</li> <li>- Company to allow the Union to promote membership of the Union.</li> <li>- Union noticeboard to be provided at every workplace.</li> <li>- Company to provide any information to the Union about employees that the Union requires, to ensure compliance with the agreement (subject to relevant legislation).</li> </ul>
Consultation	<p>31.1</p> <p>a) <i>Effective consultation is essential for continuous workplace reform and as such consultation can take place at any time during the life of a Project.</i></p> <p>b) <i>Consultative Committees may be set up for</i></p>	No equivalent	The amended pattern contains no reference to a Consultative Committee for the purposes of implementing the consultation provision in the Agreement.

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<b>Consultation</b>	<p><i>this purpose</i></p> <p>31.4(b)  <i>The Company must recognise the representative appointed by an Employee (if any), and consult in good faith in relation to such proposed changes, including by representing Employees during consultation regarding the proposed changes. For the purpose of this consultation, the Company will invite any nominated representative/s (e.g. Union or other representative) to attend the consultations under this clause. Such consultation will occur off site (also noting that this does not confer a general right to enter site to hold discussions with Employees</i></p>	<p>31.3(b)  <i>The Company must recognise the representative appointed by an Employee (if any), and consult in good faith in relation to such proposed changes, including by representing Employees during consultation regarding the proposed changes. For the purpose of this consultation, the Company will invite any nominated representative/s (e.g. Union or other representative) to attend the consultations under this clause</i></p>	<p>This provision in the new pattern has been amended to remove the requirement that consultation with the Union be off site.</p>
<b>Discrimination &amp; Sexual Harassment</b>	<p>Appendix A  <i>Ultimately, the responsibility for discrimination and sexual harassment matters lies with senior management of the Company.</i></p>	<p>Appendix A  <i>[No equivalent]</i></p>	<p>Appendix A is identical between the two versions except the statement that responsibility for discrimination and sexual harassment matters lying with senior management of the Company has been removed.</p>
<b>Agreement classifications</b>	<p>Appendix B (contains no reference to telehandlers)</p>	<p>Appendix B  CW 4</p> <p><i>...Telehandler with fork attachments regardless of lifting capacity {Gold Card}.</i></p> <p>...</p> <p>Cw5</p> <p><i>...Telehandler over 3 tonnes SWL/WLL capacity and a crane jib attached requiring HRW Crane Licence (CN or C2), Telehandler over 3 tonnes SWL/WLL and has a work platform with an over 11metre boom length attached requiring WP HRW licence.</i></p> <p>...</p>	<p>Telehandlers to be classified at CW4 or CW5.</p> <p>Sub Forepersons (bridge and wharf carpenter) and Forepersons (bridge and wharf carpenter) have been added to CW 7 and CW 8 respectively.</p>

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		<p>CW 7 ...Sub Foreperson (bridge and wharf carpenter);</p> <p>CW 8 ...Foreperson (bridge and wharf carpenter)</p>							
<p><b>Rates of Pay</b></p>	<p><i>Appendix B</i> <i>Further, should this agreement remain in operation past its nominal expiry date a 1.5% increase will be applied to the ordinary rates of pay In Appendix B applicable from 1 October 2024 and six monthly thereafter from 1 March and 1 October each year</i></p>	<p><i>Appendix B</i> <i>e.g. hourly rates</i></p> <p><i>From 1 March 2024 – CW3(trade) - 50.04</i> <i>From 1 July 2024 – CW3 (trade) - 53.54</i> <i>From 1 July 2025 – CW3(trade) - 56.22</i> <i>From 1 July 2026 – CW3(trade) - 59.03</i> <i>From 1 July 2027 – CW3(trade) - 61.98</i></p> <p><i>Further, should this agreement remain in operation past its nominal expiry date a 3% increase will be applied to the ordinary rates of pay in Appendix B applicable from 1 July 2028 and annually thereafter from 1 July each year.</i></p>	<p>Opening rates applicable 1 March 2024 equal the highest rates under the previous pattern Agreement.</p> <p>On 1 July 2024, minimum rates increase by 7%</p> <p>On 1 July 2025, minimum rates increase by 5%</p> <p>On 1 July 2026, minimum rates increase by 5%</p> <p>On 1 July 2027, minimum rates increase by 5%.</p> <p>Beyond the nominal expiry date of the Agreement, a 3% increase will apply annually on 1 July (rather than 1.5% in March and October).</p>						
<p><b>Extra Benefits and Provisions</b></p> <p><b>Productivity Allowance</b></p>	<p><i>Appendix C1</i> <i>Productivity Allowance</i> <i>The Company will pay a company productivity allowance of \$4.50 per hour for each hour worked. This allowance shall be paid in accordance with clause 10.2 of this Agreement.</i></p> <p><i>Further, 10c/hour of the Company Productivity allowance is paid in lieu of the Jumpform, Hazardous Material and Underground</i></p>	<p><i>The Company will pay the following company productivity allowance per hour for each hour worked. This allowance shall be paid in accordance with clause 10.2 of this Agreement.</i></p> <table border="1" data-bbox="1021 1334 1597 1495"> <thead> <tr> <th data-bbox="1021 1334 1285 1414"></th> <th data-bbox="1285 1334 1597 1414"><b>Productivity Allowance</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="1021 1414 1285 1453"><i>On lodgment</i></td> <td data-bbox="1285 1414 1597 1453">\$4.00</td> </tr> <tr> <td data-bbox="1021 1453 1285 1495"><i>From 1 July 2025</i></td> <td data-bbox="1285 1453 1597 1495">\$4.25</td> </tr> </tbody> </table>		<b>Productivity Allowance</b>	<i>On lodgment</i>	\$4.00	<i>From 1 July 2025</i>	\$4.25	<p>The productivity allowance has been reduced from \$4.50 per hour to \$4.00 per hour. It increases to \$4.25 per hour from 1 July 2025.</p> <p>However, there is no capacity to absorb the Jumpform, Hazardous material and Underground allowance into the productivity allowance under the new pattern.</p>
	<b>Productivity Allowance</b>								
<i>On lodgment</i>	\$4.00								
<i>From 1 July 2025</i>	\$4.25								

Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary																																								
<b>Extra benefits and provisions – Site Allowance</b>	<p><i>Allowances below.</i></p> <p><i>Appendix C1</i> <i>Site Allowance</i></p> <table border="1" data-bbox="376 213 880 544"> <thead> <tr> <th>Project Value – \$million</th> <th>Site Allowance As at 1.10.2020</th> </tr> </thead> <tbody> <tr><td>0 – 2.6m</td><td>\$2.05</td></tr> <tr><td>2.6m - 6.8m</td><td>\$2.30</td></tr> <tr><td>6.8m - 16.8m</td><td>\$2.50</td></tr> <tr><td>16.8m - 33.7m</td><td>\$2.75</td></tr> <tr><td>33.7m - 67.3m</td><td>\$3.20</td></tr> <tr><td>67.3m - 134.8m</td><td>\$3.95</td></tr> <tr><td>134.8m - 202m</td><td>\$4.05</td></tr> <tr><td>202m - 269.4m</td><td>\$4.15</td></tr> <tr><td>269.4m - 404.2m</td><td>\$4.25</td></tr> </tbody> </table>	Project Value – \$million	Site Allowance As at 1.10.2020	0 – 2.6m	\$2.05	2.6m - 6.8m	\$2.30	6.8m - 16.8m	\$2.50	16.8m - 33.7m	\$2.75	33.7m - 67.3m	\$3.20	67.3m - 134.8m	\$3.95	134.8m - 202m	\$4.05	202m - 269.4m	\$4.15	269.4m - 404.2m	\$4.25	<p><i>Appendix C1</i> <i>Site Allowance</i></p> <table border="1" data-bbox="1010 213 1608 533"> <thead> <tr> <th>Project-Value-- \$million</th> <th>Site-Allowance As at 1.10.2023</th> </tr> </thead> <tbody> <tr><td>0-2.6m</td><td>\$2.40</td></tr> <tr><td>2.6m --6.8m</td><td>\$2.70</td></tr> <tr><td>6.8m --16.8m</td><td>\$2.95</td></tr> <tr><td>16.8m --33.7m</td><td>\$3.20</td></tr> <tr><td>33.7m --67.3m</td><td>\$3.80</td></tr> <tr><td>67.3m --134.8m</td><td>\$4.60</td></tr> <tr><td>134.8m --202m</td><td>\$4.70</td></tr> <tr><td>202m --269.4m</td><td>\$4.85</td></tr> <tr><td>269.4m --404.2m</td><td>\$4.95</td></tr> </tbody> </table>	Project-Value-- \$million	Site-Allowance As at 1.10.2023	0-2.6m	\$2.40	2.6m --6.8m	\$2.70	6.8m --16.8m	\$2.95	16.8m --33.7m	\$3.20	33.7m --67.3m	\$3.80	67.3m --134.8m	\$4.60	134.8m --202m	\$4.70	202m --269.4m	\$4.85	269.4m --404.2m	\$4.95	<p>Site Allowance has increased by between \$0.35 and \$0.70 depending on project size.</p> <p>However, each agreement provides for increases to the site allowance with CPI.</p>
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<b>Extra benefits and provisions – redundancy entitlement</b>	<p><i>Appendix C1</i> <i>Redundancy Entitlement</i> <i>1 March 2023 - \$193.90 per week (permanent)</i> <i>\$38.80 per day (casual)</i></p>	<p><i>Appendix C1</i> <i>Redundancy Entitlement</i> <i>From 1 March 2023</i></p> <ul style="list-style-type: none"> <li>- \$150 per week (permanent)</li> <li>- \$30 per day (casual)</li> </ul> <p><i>From 1 July 2024</i></p> <ul style="list-style-type: none"> <li>- \$160 per week (permanent)</li> <li>- \$32 per day (casual)</li> </ul> <p><i>From 1 July 2025</i></p> <ul style="list-style-type: none"> <li>- \$170 per week (permanent)</li> <li>- \$34 per day (casual)</li> </ul> <p><i>From 1 July 2026</i></p> <ul style="list-style-type: none"> <li>- \$180 per week (permanent)</li> <li>- \$36 per day (casual)</li> </ul> <p><i>From 1 July 2027</i></p> <ul style="list-style-type: none"> <li>- \$190 per week (permanent)</li> <li>- \$38 per day (casual)</li> </ul>	<p>The weekly/daily redundancy payment is lower that under the previous pattern.</p> <p>However, all references to ACIRT have been removed.</p>																																								
<b>Extra benefits and provisions – superannuation</b>	<p><i>Appendix C1 – Superannuation</i> <i>The Company will contribute the SGL+2.5% into Cbus and in accordance with clause 10.5 of this Agreement</i></p>	<p><i>Appendix C1 – Superannuation</i> <i>The Company will contribute the SGL + 2.5% up to a maximum of 14.5% into Cbus and in accordance with clause 10.5 of this Agreement</i></p>	<p>Superannuation entitlements are capped at 14.5% of OTE.</p>																																								
<b>Extra benefits and provisions- Additional meal</b>	<p><i>Additional meal allowance provision</i> <i>In lieu of the BCGOA meal allowance provision for overtime \$30.60 shall be payable in accordance With clause 10.6 of this Agreement.</i></p>	<p><i>Additional meal allowance provision</i> <i>In lieu of the BCGOA meal allowance provision for overtime \$35.65 shall be payable in accordance with clause 10.6 of this Agreement.</i></p>	<p>Meal allowance has been increased from \$30.60 to \$35.65</p>																																								

Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary
allowance provision			
Daily fares and travel allowance	<p><i>Appendix C</i></p> <p><i>\$60 per day for each day worked (including RDO's)</i></p>	<p><i>Appendix C</i></p> <p><i>For:</i></p> <ul style="list-style-type: none"> <li>- <i>Travel only within one of the three Counties.</i></li> <li>- <i>Travel only in the Regional Area outside the three Counties but not more than 150km in either direction.</i></li> </ul> <p><i>\$65.00 per day, increasing yearly up to \$70.00 per day from 1 July 2026.</i></p> <p><i>For</i></p> <ul style="list-style-type: none"> <li>- <i>Travel from one County to an adjacent County</i></li> <li>- <i>Travel from the Counties to the Regional Area but not more than 70km from the county boundary in either direction</i></li> </ul> <p><i>\$70.00 per day, increasing yearly up to \$80.00 per day from 1 July 2026</i></p> <p><i>For travel from Northumberland County to Camden County or vice versa:</i></p> <p><i>\$85.00 per day increasing yearly up to \$90.00 per day from 1 July 2027.</i></p>	<p>The travel allowance under the new version has been substantially altered.</p> <p>Rather than a single daily fares allowance of \$60 per day, the proposed Agreement provides for: A \$65 allowance for:</p> <ul style="list-style-type: none"> <li>- Travel only within one of the three Counties.</li> <li>- Travel only in the Regional Area outside the three Counties but not more than 150km in either direction</li> </ul> <p>A \$75 allowance for:</p> <ul style="list-style-type: none"> <li>- Travel from one County to an adjacent County</li> <li>- Travel from the Counties to the Regional Area but not more than 70km from the county boundary in either direction</li> </ul> <p>An \$85 allowance for:</p> <ul style="list-style-type: none"> <li>- Travel from Northumberland County to Camden County or vice versa.</li> </ul>
Extra benefits and provisions – Jumpform allowance	<p><i>Jumpform Allowance</i></p> <p><i>An Allowance of \$1.50 per hour shall be payable where work performed on a jumpform</i></p>	<p><i>Jumpform Allowance</i></p> <p><i>An Allowance of \$1.50 per hour shall be payable where work performed on a jumpform, including the assembly of jumpform</i></p>	<p>The amended pattern provides that the jumpform allowance is to be payable for the assembly of jumpform</p>
Extra benefits and provisions – Underground allowance	<p><i>Underground allowance</i></p> <p><i>For all work performed underground an allowance of \$2.50/hour is payable</i></p>	<p><i>Underground allowance</i></p> <p><i>For all work performed underground in a Tunnel an allowance of \$2.50/hour is payable</i></p>	<p>The circumstances under which this allowance is payable have been narrowed to where work is performed in a tunnel</p>
Extra benefits and provisions –	<p><i>Protective clothing</i></p> <p><i>Employees each year will be re-issued with the following:</i></p>	<p><i>Protective clothing</i></p> <p><i>Employees each year will be re-issued with the following:</i></p>	<p>The number of shirts and pants/shorts to be provided twice a year has been</p>



Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary																								
Protective clothing	<ul style="list-style-type: none"> <li>- In April three (3) shirts, 2 sloppy joes and 1 jacket and three (3) pairs of pants/¾ length shorts</li> <li>- In October three (3) shirts and three (3) pairs of pants/¾ length shorts</li> </ul>	<ul style="list-style-type: none"> <li>- In April five (5) shirts, 2 sloppy joes and 1 jacket and five (5) pairs of pants/ shorts</li> <li>- In October five (5) shirts and five (5) pairs of pants/ shorts</li> </ul>	increased under the new pattern from 3 to 5.																								
Crane Crew – Extra Benefits and Provisions	<p>Appendix C2 Company productivity allowance - \$4.50 per hour</p> <p>Redundancy entitlement From 1 March 2023:</p> <ul style="list-style-type: none"> <li>- \$193.90 per week (permanent)</li> <li>- \$38.80 per day (casual)</li> </ul>	<p>Appendix C2 In lieu of the Productivity Allowance in Appendix C1, for Crane Crew the Company will pay the following productivity allowance in accordance with Clause 10.2 of this Agreement:</p> <table border="1" data-bbox="1021 504 1581 667"> <thead> <tr> <th></th> <th>Productivity Allowance</th> </tr> </thead> <tbody> <tr> <td>On lodgment</td> <td>\$4.50</td> </tr> <tr> <td>From 1 July 2025</td> <td>\$4.75</td> </tr> </tbody> </table> <p>In lieu of the Redundancy contributions in Appendix C1, for Crane Crew, the Company will pay the following redundancy contributions in accordance with clause 10.4 of this Agreement:</p> <table border="1" data-bbox="1034 884 1603 1283"> <thead> <tr> <th></th> <th>For permanent full-time and part-time Employees weekly amount</th> <th>Casual daily rate to a maximum of 5 days in a given week Monday to Sunday</th> </tr> </thead> <tbody> <tr> <td>1 Mar 23</td> <td>\$193.90</td> <td>\$38.80</td> </tr> <tr> <td>1 July 24</td> <td>\$207.47</td> <td>\$41.49</td> </tr> <tr> <td>1 July 25</td> <td>\$217.85</td> <td>\$43.57</td> </tr> <tr> <td>1 July 26</td> <td>\$228.74</td> <td>\$45.75</td> </tr> <tr> <td>1 July 27</td> <td>\$240.18</td> <td>\$48.04</td> </tr> </tbody> </table> <p>Once an Employee has accrued 8 weeks pay in their account, they may elect to have their redundancy contribution paid into Cbus.</p> <p>The rate of pay for crane crew/s temporarily</p>		Productivity Allowance	On lodgment	\$4.50	From 1 July 2025	\$4.75		For permanent full-time and part-time Employees weekly amount	Casual daily rate to a maximum of 5 days in a given week Monday to Sunday	1 Mar 23	\$193.90	\$38.80	1 July 24	\$207.47	\$41.49	1 July 25	\$217.85	\$43.57	1 July 26	\$228.74	\$45.75	1 July 27	\$240.18	\$48.04	<p>All references to ACIRT have been removed.</p> <p>The productivity allowance for crane crew under the new version of the Agreement is \$4.50. This increases to \$4.75 from 1 July 2025.</p> <p>The new version of the Agreement mandates weekly redundancy contributions for crane crew of \$207.47 per week for full and part-time employees from 1 July</p> <p>The new pattern requires maintenance crew in the yard to be paid as a CW3 (NT). It also requires employees performing the duties of a Tower Crane Crew in the yard to be paid as a CW7.</p> <p>Yard employees are provided a \$55.00 daily dares allowance under the new version of the Agreement, increasing to \$60.00 per day on 1 July 2026.</p>
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		<p><i>performing general maintenance work in the yard shall be the CW3 NT classification rate of pay in Appendix B of this Agreement.</i></p> <p><i>Where Employee/s perform the duties of a Tower Crane Crew in the yard they shall be paid the rates of pay and conditions of the CW7 classification in this Agreement.</i></p> <p><i>In lieu of the Travel Allowance in C1, for crane crew/s temporarily performing general maintenance work in the yard, the following is payable per day in accordance with Clause 14 of this Agreement:</i></p> <table border="1" data-bbox="1039 624 1576 751"> <thead> <tr> <th></th> <th><b>ALLOWANCE</b></th> </tr> </thead> <tbody> <tr> <td><i>On Lodgment</i></td> <td><i>\$55.00</i></td> </tr> <tr> <td><i>On 1 July 2026</i></td> <td><i>\$60.00</i></td> </tr> </tbody> </table>		<b>ALLOWANCE</b>	<i>On Lodgment</i>	<i>\$55.00</i>	<i>On 1 July 2026</i>	<i>\$60.00</i>	
	<b>ALLOWANCE</b>								
<i>On Lodgment</i>	<i>\$55.00</i>								
<i>On 1 July 2026</i>	<i>\$60.00</i>								
<b>Apprentice rates of pay</b>	<i>Appendix D</i>	<i>Appendix D</i>	The rates of pay for junior apprentices align with the Building Award						
<b>Additional apprentice provisions</b>	<i>Appendix D Ratios The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable</i>	<i>Appendix D Ratios The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons</i>	The new pattern locks in the ratio of 1 apprentice for each 5 tradespersons. This is in contrast to the existing pattern which only required that ratio ‘where practicable’.						
<b>Additional apprentice provisions</b>	<i>No equivalent</i>	<i>Appendix D Fares and Travel Apprentices shall be entitled to be paid daily fares and travel allowance in accordance with this Agreement including whilst attending training.</i>	The new pattern explicitly provides that apprentices receive the fares and travel patterns allowance when attending training.						
<b>Additional apprentice provisions</b>	<i>Appendix D Public holidays and Holiday Work In addition to clause 29 of the BCGOA, where an Apprentice is required to attend a technical college,</i>	<i>Appendix D Public Holidays and Holiday Work In addition to clause 29 of the BCGOA, where an Apprentice is required to attend a technical</i>	The new pattern does not provide any option to pay an apprentice overtime where granting an alternative paid day off is not practicable.						

Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary
	<p><i>or other institution, on a public holiday including, picnic day, or an RDO for the purpose of receiving instruction and / or for any examination, the Company and the Apprentice shall mutually agree that the Apprentice shall be allowed another working day off with pay in lieu of the day of instruction / examination. Where this is not practicable the Apprentice shall be paid at the overtime rates prescribed in the BCGOA</i></p>	<p><i>college, or other institution, on a public holiday including, picnic day, or an RDO for the purpose of receiving instruction and/ or for any examination, the Company and the Apprentice shall mutually agree that the Apprentice shall be allowed another working day off with pay in lieu of the day of instruction/ examination.</i></p>	
<p><b>Additional Apprenticeship Provisions</b></p>	<p><i>No equivalent</i></p>	<p><i>Appendix D Pre-apprenticeship credits</i></p> <p><b><i>Painting, Decorating and Signwriting</i></b></p> <p><i>a) Any person under the age of 21 years entering the trade of Painting and Decorating, Painting, Decorating and Signwriting or Signwriting, who has successfully completed the pre-employment course Stage 1 conducted by the Department of Technical and Further Education, shall serve a three year apprenticeship and the wage shall commence at the second year rate.</i></p> <p><i>b) Any person under 21 years of age entering the trade of Painting and Decorating, Painting, Decorating and Signwriters or Signwriting, who has completed the pre-apprenticeship course Stages I and II conducted by the Department of Technical and Further Education shall serve a two and one-half year period of apprenticeship and the wage shall commence at the second year rate for a period of six months, at which time the apprentice shall be progressed to the third year rate.</i></p> <p><b><i>Tile laying</i></b></p> <p><i>a) Any person under 21 years of age entering the trade of tile laying who has successfully completed the pre-apprenticeship course of 18 weeks' duration conducted by the Department of</i></p>	<p>The amended pattern has included provisions dealing with pre-apprenticeship credits for painting, decorating and signwriting and tile laying. These are absent from the existing pattern.</p>

Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary
		<p><i>Technical and Further Education shall serve a 3 year period of apprenticeship and the wage shall commence at the second year rate.</i></p> <p><i>b) Any person under 21 years of age entering the trade of tile laying who has successfully completed the pre-apprenticeship course of 36 weeks' duration conducted by the Department of Technical and Further Education shall serve a two and a half year period of apprenticeship commencing at the 2nd year rate and continuing for a period of six months, at which time the apprentice shall be progressed to the 3rd year rate.</i></p> <p><i>c) A person who is regarded by the Department of Technical and Further Education as not having completed all of the requirements of a pre-apprenticeship course but as having successfully completed the equivalent of at least one stage of the trade course shall be entitled to have his/her period of apprenticeship shortened by six months, provided that the application is supported by a statement from the Department of Technical and Further Education that the student is regarded as having successfully completed that stage and as a consequence is entitled to proceed to stage two of the trade course</i></p>	
<b>Counselling and Disciplinary Procedures / Termination of Employment</b>	<i>Appendix F</i>	<i>Appendix F</i>	References to an Employee Representative as an alternative to dealing with the Union Delegate in the disciplinary/termination procedures have been removed.
<b>Heat Policy</b>	<i>Appendix G</i> <b>Monitoring of Temperature</b> - <i>Temperatures shall be measured on site by a temperature gauge compliant to Australian Standards, and located as agreed by the WHS Committee.</i>	<i>Appendix G</i> <b>Monitoring of Temperature</b> - <i>Temperatures shall be monitored as follows:</i>  a) <i>Temperatures shall be monitored during the course of the day by the PCBU's, Site</i>	Under the new pattern, the method of monitoring temperature is to be utilising the nearest BOM weather station rather than taking measurements on site.

Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary
	<p>a) <i>Temperatures shall be monitored during the course of the day by the PCBU's, Site Manager, WHS Committee Chairperson and/or the Deputy Chairperson.</i></p> <p>b) <i>If gauges are not available - or malfunction, readings shall be taken from the nearest Bureau of Meteorology (BOM) weather station.</i></p>	<p><i>Manager, WHS Committee Chairperson and/or the Deputy Chairperson.</i></p> <p>b) <i>Readings shall be take from the nearest Bureau of Meteorology (BOM) weather station.</i></p>	
<b>Heat Policy</b>	<p><i>Appendix G</i>  <i>Concrete pours and emergency work - Employees shall not be required to start a concrete pour in inclement weather. Areas to be concreted on hot weather days must not commence without full consultation and agreement between the Company, Employees and the Site Safety Committee. Concrete pours over 150m<sup>3</sup> that are delayed will not commence after 11:00am without full consultation and agreement between the Company, Employees and the Site Safety Committee.</i></p>	<p><i>Appendix G</i>  <i>In circumstances where it is predicted that the temperature will be 35°C, concrete pours shall not be scheduled, and Employees shall not be required to start a concrete pour. However, after prior consultation and agreement between the Company and the Union, agreed concrete pours may commence no later than 7.00am</i></p>	<p>Appendix G of the new pattern introduces a prohibition on concrete pours - limited to circumstances where it is predicted that the temperature will be 35°C.  Agreement with the Union is enough to commence a concrete pour but such pours may commence no later than 7am.</p>
<b>Heat Policy</b>	<p><i>Appendix G</i>  <b>Training</b> - <i>All PCBUs and workers on site will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. With refresher training to take place annually.</i></p>	<p><i>Appendix G</i>  <b>Training</b> - <i>All PCBUs and workers on site will be trained in mitigating and recognising heat stress illness symptoms, in themselves and others. With refresher training to take place annually. This training will be provided by Creative Safety Initiatives (CSI) or another provider nominated by the Union.</i></p>	<p>The new pattern agreement specifies that training will be provided by CSI or another provider nominated by the CFMEU</p>
<b>Drug and alcohol policy</b>	<p><i>Appendix H</i>  <i>The procedure applies to all employees, staff, workers, permanent and casual subcontractors on projects and workplaces during work hours. This procedure also applies to any visitors to the project or workplace, whereby the visitor/s may be requested to undertake impairment testing and/or to leave the site should they present behavioural signs of possible impairment</i></p>	<p><i>Appendix H</i>  <i>The procedure applies to all Employees on projects and workplaces during work hours. This procedure also applies to any visitors to the project or workplace, whereby the visitor/s may be requested to undertake impairment testing and/or to leave the site should they present behavioural signs of possible impairment</i></p>	<p>The Drug and Alcohol Policy is amended in the new version of the Agreement to only apply to employees.</p>

Topic	2019 – 2023 Agreement	2024-2027 Agreement	Commentary
<b>Drug and alcohol policy</b>	<p><i>Appendix H</i>  <i>Cl. 6:</i>  <b>1. Alcohol at approved company functions or occasions</b>  <i>a) Consumption of alcohol may be permitted at some company sponsored events such as team dinners, functions, celebrations or annual parties. In these instances, socially-responsible behaviour is expected, and responsible service of alcohol applies. Personnel who consume alcohol at company sponsored events must ensure that they do not perform work if their BAC exceeds the acceptable limit for their project or workplace.</i></p>	<p><i>Appendix H</i>  <i>Cl. 6</i>  <i>Consumption of alcohol may be permitted at some Company sponsored off-site events such as team dinners, functions, celebrations or annual parties. In these instances, socially-responsible behaviour is expected, and responsible service of alcohol applies.</i></p>	<p>In the new version of the Agreement the requirement upon personnel who consume alcohol at company sponsored events to ensure they do not perform work if their BAC exceeds acceptable levels has been removed.</p>
<b>Drug and Alcohol Policy</b>	<p><i>Appendix H</i>  <i>a) Requirements for an approved training provider:</i>  <i>(i) Must have previous experience delivering workplace impairment training,</i>  <i>(ii) Must consult with professional organisations to develop all training courses.</i>  <i>(iii) Must be able to demonstrate a continuous improvement plan for each training course,</i>  <i>b) Trainers must have the following qualifications:</i>  <i>(i) Certificate IV In training and assessment.</i>  <i>(ii) Certificate IV In drug and alcohol or community services.</i>  <i>(iii) Certificate IV in work health and safety.</i></p>	<p><i>Appendix H</i>  <i>No equivalent requirements</i></p>	<p>The experience, skill and education requirements for approved training providers have been removed</p>
<b>Drug and Alcohol Policy</b>	<p><i>Appendix H</i>  <b>9.1.2 Random Testing</b>  <i>a) Workers are required to comply with a request to participate in random drug and alcohol testing.</i></p>	<p><i>Appendix H</i>  <b>9.1.2 Random Testing</b>  <i>a) Workers are required to comply with a request to participate in random drug and alcohol testing.</i></p>	<p>The amended pattern provides that random participants in drug testing will be chosen from workers on and off the tools on site on each occasion.</p>

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	<p>b) Workers chosen to participate may be random individuals and/or random workgroups. The method adopted for choosing random participants will be fair, transparent and equitable through a designated collector or authorised organisation independent software (exclusive of <b>gate</b> entry software),</p> <p>c) As a minimum monthly expectation for the following ratio of testing for both Alcohol and other drugs:</p> <p>(i) Where there are less than 30 workers on site- at least 10% of the workforce</p> <p>(ii) Where there are 30 to 100 workers on site - a minimum of 5 workers per month</p> <p>(iii) Where there are greater than 100 workers on site- a minimum of 10 workers per month</p>	<p>b) Workers chosen to participate may be random individuals and/or random workgroups. The method adopted for choosing random participants, to be chosen from both workers on and off the tools on site on each occasion, will be fair, transparent and equitable through a designated collector or authorised organisation independent software (exclusive of gate entry software).</p> <p>c) The following ratio of testing for both Alcohol and other drugs:</p> <p>(i) Where there are less than 30 workers on site - no more than 10% of the workforce</p> <p>(ii) Where there are 30 to 100 workers on site - no more than 5 workers</p> <p>(iii) Where there are greater than 100 workers on site - no more than 10 workers</p>	<p>The amended pattern also makes the following changes regarding ratio of testing:</p> <ul style="list-style-type: none"> <li>- Where there are less than 30 workers on site, testing will be no more than 10% of the workforce. Under the existing pattern, at least 10% of the workforce had to be tested;</li> <li>- Between 30 and 100 workers, the new pattern stipulates no more than 5 workers being tested. The existing pattern required a minimum of 5 workers per month.</li> <li>- Greater than 100 workers, the new pattern requires no more than 10 workers being tested, whereas the existing pattern required a minimum of 10 workers per month.</li> </ul>
<p><b>Allowances</b></p>	<p>Appendix I</p> <p>First-aid attendant (minimum qualification) per day - \$4.80</p> <p>Higher first aid cert (per day) - \$7.58</p> <p>Leading hand not more than 1 (per hour) - <b>\$0.88</b></p> <p>Leading hand 2 and not more than 5 (per hour) - <b>\$1.91</b></p> <p>Leading hand 6 and not more than 10 (per hour) - <b>\$2.43</b></p> <p>Leading hand more than 10 (per hour) - <b>\$3.23</b></p> <p>Travelling outside radial areas (per Km) - \$0.93</p> <p>Transfers during working hours (per Km) - \$1.67</p> <p>Compensation for tools - \$3,030.74</p>	<p>Appendix I</p> <p>First-aid attendant (minimum qualification) per day</p> <ul style="list-style-type: none"> <li>- Current \$4.80</li> <li>- From 1 July 2026- \$5.00</li> </ul> <p>Higher first aid cert. per day</p> <ul style="list-style-type: none"> <li>- Current \$7.58</li> <li>- From 1 July 2026- \$7.80</li> </ul> <p>Leading hand not more than 1 per hour:</p> <ul style="list-style-type: none"> <li>- Current \$0.88</li> <li>- From 1 July 2026 - \$0.90</li> </ul> <p>Leading hand 2 and not more than 5 per hour</p> <ul style="list-style-type: none"> <li>- Current \$1.91</li> <li>- From 1 July 2026 - \$2.00</li> </ul> <p>Leading hand 6 and not more than 10 per hour:</p> <ul style="list-style-type: none"> <li>- Current \$2.43</li> <li>- From 1 July 2026 - \$2.50</li> </ul>	<p>Increases applied to each allowance from 1 July 2026.</p>

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		<p><i>Leading hand more than 10 per hour:</i></p> <ul style="list-style-type: none"> <li>- Current \$3.23</li> <li>- From 1 July 2026 - \$3.30</li> </ul> <p><i>Transfers during working hours (per Km)</i></p> <ul style="list-style-type: none"> <li>- Current \$1.67</li> <li>- From 1 July 2026 - \$1.75</li> </ul>	
<p><b>Five-day week Monday to Friday projects</b></p>	<p><i>Appendix J</i>  <i>This Appendix applies to Employees working on projects that are structured over a 5-day, Monday to Friday working week. If the project is varied to a standard working week (Monday to Sunday), Appendix J does not apply.</i></p> <p>...</p> <p><i>Projects will be fully operational on all scheduled RDOs days not attached to a Designated Long Weekend (which include the Easter and Christmas shutdown periods</i>  <i>If an Employee works on a scheduled RDO, they will take the accrued RDO as a substitute day within 7 days (i.e. on any day over the 7 day period) from the Scheduled RDO falling in the RDO calendar (Refer Appendix E).</i></p> <p>...</p> <p>a) <i>Work may be carried out on a weekend if the Company consults and agrees with the majority of the affected Employees (and if nominated, their representative) about the need to carry out work. As far as practical; given operational requirements, the Company will give affected Employees at least 7 days' written notice of any such need for work to occur, so as to ensure appropriate consultation. Such work shall be paid at the rate of double the ordinary rate of pay for all hours worked.</i></p>	<p><i>Appendix J</i>  <i>This Appendix applies to Employees working on projects that are structured over a 5-day, Monday to Friday working week. Once a project has commenced as a 5-day work week (Monday to Friday) arrangement, the Company can revert to a standard working week (Monday to Sunday) one time only and once it does so will then remain so.</i></p> <p>...</p> <p><i>Projects will be fully operational on all Fixed RDOs days not attached to a Designated Shutdown Long Weekend (which include the Easter and Christmas shutdown periods</i>  b) <i>If an Employee works on a Fixed RDO, they will take the accrued RDO as a substitute day, at a later date, at the Employee's choosing for each RDO that they are required to work. Employees will be required to take up to thirteen 13 RDOs in a calendar year. In addition to the Designated RDOs, with these RDOs able to be utilised in accordance with clause 27.3 c) of this Agreement, or any other Saturday of the Employees choosing...</i>  <i>Work may be carried out on a weekend if the Company consults and agrees with the Union about the need to carry out work. As far as practical, given operational requirements, the Company will give affected Employees at least 7 days' written notice of any such need for work to occur, so as to ensure appropriate consultation. Such work shall be paid at the rate of double time and a half of the ordinary rate of pay for all hours worked and a minimum of eight (8) hours</i></p>	<p>The amended pattern provides that once a project has commenced as a 5-day week project, it is provided with one opportunity to revert from a 5-day working week arrangement on a project to a standard working week.</p> <p>Under the amended pattern, where Appendix J applies, a project will be fully operational on all fixed RDOs not attached to a Designated Shutdown Long Weekend.</p> <p>Rather than a substitute RDO being provided within 7 days, it will be provided on a later date at the employee's choosing. The amended version of the Agreement provides that Employees will be required to take up to 13 RDOs in a calendar year.</p> <p>Under the new pattern, work may only take place on a weekend with the agreement of the Union rather than the agreement of the majority of employees.</p> <p>Weekend work to be paid at double time and a half rather than double time and, in contrast to the existing pattern, weekend work will attract a minimum payment of 8 hours per day.</p>



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		<p><i>per day.</i></p> <p><i>If 7 days written notice is not provided by the Company, then the affected Employees, shall be paid double time and a half of the ordinary rate of pay. This will not apply for events outside the control of the Company, where emergency work is required to be undertaken.</i></p>	<p>The amended version of the Agreement provides that time worked on weekends (where there is a 5 day working week) is to be remunerated at 250% where 7 days' written notice is not provide by the Company. However, this is indicated not to apply for events outside the control of the Company where emergency work is required to be undertaken.</p>