



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

## **Construction, Forestry and Maritime Employees Union** (AG2024/2540)

### **OCC WA PTY LTD AND CFMEU (WA) COLLECTIVE AGREEMENT 2024-2027**

Building, metal and civil construction industries

DEPUTY PRESIDENT BELL

MELBOURNE, 12 AUGUST 2024

*Application for approval of the OCC WA Pty Ltd and CFMEU (WA) Collective Agreement  
2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *OCC WA Pty Ltd and CFMEU (WA) Collective Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Construction, Forestry and Maritime Employees Union (CFMEU). The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 11 June 2024 and the Agreement was *made* on 4 July 2024. Accordingly, both the *genuine agreement* and the *better off overall test* requirements are those applying on and from 6 June 2023.<sup>1</sup>

[3] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[4] The CFMEU, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

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<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements which are not applicable to the present application.

[5] The Agreement was approved on 12 August 2024 and, in accordance with s.54 of the Act, will operate from 19 August 2024. The nominal expiry date of the Agreement is 2 July 2027.



DEPUTY PRESIDENT

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**OCC WA PTY LTD  
AND  
CFMEU (WA)  
COLLECTIVE AGREEMENT  
2024 - 2027**

**CFMEU**  
**WESTERN AUSTRALIA**

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## PART 1 – APPLICATION, OPERATION, OBJECTS AND CONDITIONS

### 1. Title

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This agreement will be cited as the *OCC WA Pty Ltd and CFMEU (WA) Collective Agreement 2024-2027 (Agreement)*.

### 2. Definitions

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In this Agreement:

**Act** means the *Fair Work Act 2009* (Cth), as in force from time to time;

**All-Purpose** means, in relation to allowances, that the allowance is payable for all purposes of this Agreement and is part of the gross weekly ordinary rates of pay and must be included when calculating all payments including, but not limited to, payments for overtime, Annual Leave, Personal Leave, Annual Leave loading, Public Holidays and payments on termination;

**Award** means the *Building and Construction General On-site Award 2020* as in force from time to time;

**CBUS** means the Construction and Building Unions Superannuation scheme;

**Continuous service** includes absence due to: Annual Leave; Personal Leave; Parental Leave; illness or accident up to a maximum of four (4) weeks after the expiration of Sick Leave; jury service; injury received during the course of employment and up to a maximum of 26 weeks for which the Employee received workers' compensation; where called up for military service for up to three (3) months; Long Service Leave; and Rest and Recreation Leave;

**Continuous shift-worker** means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts;

**Employee** means an employee of the Employer who is engaged on Projects with a Project Contractual Value of \$50 million or greater in any of the occupations or callings specified in Appendix A – Wages & Classification Structure;

**Employer** means *OCC WA Pty Ltd (ABN:69 645 252 124)*;

**FWC** means the Fair Work Commission;

**Ordinary Time Earnings** means the ordinary hourly rate of pay the Employee usually receives for ordinary hours of work plus all allowances that the Employee normally receives, including but not limited to, the Site Allowance, shift loadings, First Aid Allowance, Multi-Storey Allowance and All-Purpose Leading Hand Allowance and Fares & Travel Pattern Allowance;

**NES** means the National Employment Standards prescribed by the Act;

**Party or Parties to this Agreement** means the Employer, its Employees and the Union as a representative of its members as the context requires;

**Project** means building and construction works performed on a site:

- (a) for an enterprise or undertaking carefully planned to achieve a particular result;
- (b) with a clearly established entity that exercises control of its development; and
- (c) contains a scope sufficiently definable at any given point during the project to enable its proper definition and costing for the purpose of determining the appropriate Site Allowance.

**Project Contractual Value** means the value of the Project (as defined above) comprising of:

- (a) preliminary costs and profit margin;
- (b) trade packages (including supplier and subcontractor costs); and
- (c) provisional sums,

For clarity, where the Project has more than one contract or the Project is divided into two or more packages (however described), the Project Contractual Value will be calculated by reference to all relevant contracts, packages, stages etc.;

**Redundancy** means a situation where an Employee ceases to be employed by the Employer other than for reasons of misconduct or refusal of duty. **Redundant** has a corresponding meaning;

**Union** means the Construction, Forestry and Maritime Employees Union;

**WCIM Act** means the *Workers' Compensation and Injury Management Act 1981* (WA), as in force from time to time; and

**WHS Act** means the *Work Health and Safety Act 2020* (WA), as in force from time to time.

### **3. Coverage**

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- 3.1 This Agreement applies in the State of Western Australia, below the 26<sup>th</sup> parallel, and covers the:
- (a) Employer;
  - (b) Employees; and
  - (c) Union.

#### **Associated Entities**

- 3.2 In accordance with Division 2 of Part 2 – 8 of the Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity, the Agreement will continue to cover the Employee.
- 3.3 For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

### **4. Commencement and Nominal Expiry**

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- 4.1 This Agreement will commence operation in accordance with section 54 of the Act.
- 4.2 The nominal expiry date of this Agreement is 2 July 2027.
- 4.3 Where entitlements have accrued prior to the operation of this Agreement, those entitlements will be taken and paid for, or cashed out, either:
- (a) according to the terms of the industrial instrument they accrued under; or
  - (b) according to the terms of this Agreement,
- whichever is higher.
- 4.4 The Employer agrees to commence bargaining for a replacement agreement no later than 6 months prior to the nominal expiry date of this Agreement.

### **5. Relationship to Award, NES & Severability**

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#### **5.1 Relationship to Award**

- (a) Subject to clause 5.1(b), the provisions of the Award that apply in Western Australia are incorporated into this Agreement (**Incorporated Terms**).
- (b) The express terms of this Agreement (**Express Terms**) are supplementary to the Incorporated Terms.
- (c) The Express Terms will be read and interpreted wholly in conjunction with the Incorporated Terms.
- (d) Where an Express Term is inconsistent with an Incorporated Term, the Express Term will prevail to the extent of the inconsistency.

## **5.2 Relationship to the NES**

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the Employees, the NES provision will apply to the extent of the inconsistency.

## **5.3 Severability**

- (a) It is the intention of those covered by this Agreement that this Agreement contains only permitted matters under the Act.
- (b) The severance of any term of this Agreement, whether in whole or in part, that is of no effect by virtue of section 253 of the Act will not be taken to affect the binding force and effect of the remainder of this Agreement.
- (c) To the extent possible, all terms should be interpreted in a manner that would make them permitted matters.

## **6. Objects and Commitments**

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6.1 The objects of this Agreement are to:

- (a) promote fair, cooperative and productive workplace relations in the building and construction industry;
- (b) promote workplace reform;
- (c) provide a detailed set of agreed employment benefits, conditions, rights and obligations;
- (d) establish practices that will enable the creation of a cooperative and productive workplace;
- (e) support the implementation of high levels of Work, Health and Safety (**WHS**) practices, procedures and training;
- (f) ensure that fair and equitable employment practices are applied in the workplace;
- (g) improve efficiency in the workplace;
- (h) provide for the establishment and observance of dispute settlement procedures that enable the resolution of issues without recourse to industrial action;
- (i) involve the Union Delegate at the earliest stage of any dispute or potential dispute; and
- (j) work towards the implementation of a five (5) day, Monday to Friday working week.

6.2 The Parties to this Agreement commit themselves to ensuring that:

- (a) the efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;
- (b) this Agreement is consistent with the provisions of the Act;

- (c) barriers to the employment of First Nations People and women in the building and construction industry are removed or minimised to encourage greater participation by First Nations People and women in all aspects of the industry;
- (d) skilled workers are available in the building and construction industry by continuously engaging and training apprentices;
- (e) productivity gains will not be achieved at the expense of WHS standards;
- (f) the dispute settlement procedures provided in this Agreement are strictly adhered to; and
- (g) employment should wherever possible be full-time and ongoing.

## **7. Inclusion**

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7.1 The Parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment and bullying. It is the Employer's responsibility to ensure it complies with relevant legislative requirements including the *Equal Opportunity Act 1984* (WA).

## **7.2 First Nations**

- (a) The Employer, Employees and the Union recognise the significance of First Nations Peoples in the State of Western Australia. The Employer shall use its best endeavours to promote the employment of people who identify as First Nations People.
- (b) The Employer will ensure that an acknowledgement of Traditional Owners of the Land will be made on every Project. As part of the site induction, the Employer will ensure information is provided to Employees as follows:
  - (i) At the earliest practicable time, the Employer and the Union will agree on information to be provided at inductions on all sites; and
  - (ii) within three (3) months of the Employer commencing work on a particular Project, the information will be updated to reflect the cultural significance and spiritual connection that local Traditional Owners have with the area surrounding that project.
- (c) A 'Welcome to Country' ceremony will be arranged with Traditional Owners to demonstrate the Parties commitment to the principles of social, restorative justice and cultural affirmation as follows:
  - (i) where the Employer's client arranges a smoking ceremony for the Project, the Employer will request the Union and Employees be invited to attend; or
  - (ii) where the Employer's client does not arrange a smoking ceremony, or the Union or Employees are not invited to attend, the Employer will arrange a smoking ceremony in consultation with the Union.

## **7.3 Women in the Industry**

- (a) The Parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To this end, the Parties support promotion of women into the industry and shall discuss means to achieve this object including ways to encourage and assist women to seek and maintain employment in the construction industry.
- (b) At a minimum, female toilets with sanitary bins shall be provided on all sites. In determining the location of the amenities, the Employer must consider the appropriate balance of privacy, safety and security. This will be achieved through consultation with the work health and safety committee.

- (c) The Parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any unacceptable behaviour will not be tolerated and will result in disciplinary action in accordance with this Agreement.

#### **7.4 Mature Age Workers**

- (a) The Parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention of older Employees. To the extent possible, the Employer shall use its best endeavours to preserve jobs such as hoist operators and peggies for workers over the age of 55.

## **PART 2 – REPRESENTATION, CONSULTATION, DISPUTE RESOLUTION & FLEXIBILITY**

### **8. Union Delegates and Union Matters**

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- 8.1 The Parties recognise the role that Employees' on-site representatives have in seeking to ensure industrial harmony on-site. Further, the Parties recognise that the on-site representatives are a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of this Agreement.
- 8.2 A **Union Delegate** is an Employee duly elected or appointed by Employees in an enterprise or workplace, or part of an enterprise or workplace.
- 8.3 A Union Delegate will, upon notification from the Union to the Employer, be recognised as the accredited representative of the Employees and, if an Employee seeks representation by the Union Delegate, that representative will be allowed all the necessary time during working hours to submit to the Employer employment related matters affecting the Employees they represent.
- 8.4 At all other times the Union Delegate will perform productive work within their range of qualifications and competence.
- 8.5 A Union Delegate will be paid no less than a CW4 under the terms of this Agreement.
- 8.6 Prior to the dismissal or transfer of a Union Delegate, two (2) days additional written notice shall be given by the Employer.

### **8.7 Union Delegate Facilities**

The Employer 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 their functions in a professional and timely manner. The facilities shall include:

- (a) a telephone and computer;
- (b) a table and chairs;
- (c) a filing cabinet;
- (d) air-conditioning/heating;
- (e) access to stationary and other administrative facilities, including the use of printing, photocopying, internet and email facilities following consultation between the Union Delegate and management; and
- (f) a private lockable area.

### **8.8 Union Delegate Rights**

- (a) This clause outlines the rights for Union Delegates when assisting Employees.
- (b) Such representatives are entitled to the protections of Division 4 of Part 3-1 of the Act in relation to their involvement in lawful industrial activities. Where an Employee has been elected as a Union Delegate, the Employer will recognise the Union Delegate has the right to:
  - (i) be treated fairly and to perform their role as Union Delegate without any discrimination in their employment;

- (ii) represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
- (iii) paid time to attend job matters affecting Employees (such as disciplinary and other appropriate meetings), 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 workforce;
- (iv) paid time during normal working hours, to consult and confer with Union Officials;
- (v) paid time during normal working hours to participate in the necessary operations of the Union, provided:
  - A. sufficient notice is given to the Employer; and
  - B. the Employer agrees. However, agreement will not be unreasonably withheld by the Employer.
- (vi) be present at site induction meetings for the purpose of being introduced as the Union Delegate; and
- (vii) place information on a Union noticeboard in a prominent location in the workplace.

### **8.9 Union Flags**

The Employer and the Union will agree on the erection of flags on-site.

### **8.10 Union Access to Projects**

An Official of the Union may have access to the Employer's premises, during normal working hours, for the following purposes connected to this Agreement:

- (a) to represent Employees under any term of this Agreement which creates a right to representation;
- (b) to deal with disputes and represent Employees under the dispute resolution procedure set out in this Agreement; and
- (c) to represent Employees and meet with the Employer about the negotiation of a replacement agreement.

### **8.11 Industrial Relations Training**

- (a) A Union Delegate recognised under this clause will be entitled to:
- (b) up to five (5) days of paid leave in their first year as a Union Delegate; and
- (c) up to five (5) days of paid leave for each following year that they are a Union Delegate, to undertake training that will assist them in their role.
- (d) The nature and time of taking such leave will be agreed between the Union Delegate, Union and Employer to minimise any adverse effect on the Employer's operations. The Employer will not unreasonably withhold its agreement under this clause.

## **9. Posting of Agreement**

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9.1 To ensure that the Parties are aware of the terms of this Agreement, and to assist in the avoidance of a dispute, or in any resolution of a dispute, a copy of this Agreement will be retained by the Employer at all times for ready access by any Employee on-site.

9.2 The Employer will provide a permanent copy of this Agreement for each Union Delegate.

9.3 A copy of this Agreement must be provided to an Employee upon request and be provided to all new Employees prior to commencing employment.

## **10. Dispute Settlement Procedure**

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10.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES (including sections 65(5) and 76(4) of the Act); or
- (c) any matter arising out of the employment,

this term sets out the procedures to settle the dispute.

10.2 In the first instance, the Parties to the dispute must try and resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

10.3 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

10.4 The FWC may deal with the dispute in two (2) stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the Parties.

**Note:** If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

10.5 A decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

10.6 While the Parties are trying to resolve the dispute using the procedure in this term:

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

10.7 The Parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **10.8 Representation**

- (a) Parties to a dispute may appoint a person or organisation of their choosing to represent them in the dispute settlement process.

- (b) The Employer agrees to engage with the Union Delegate(s) and where requested, other representative or organisation.
- (c) Where any dispute arises, the Parties will maintain the status quo existing prior to the subject matter of the dispute arising. Work shall continue in accordance with the status quo, unless an Employee has a reasonable concern about an imminent risk to their health or safety. For the avoidance of doubt, 'maintain the status quo' means that the action giving rise to the dispute will be withdrawn, and the situation immediately prior to the action giving rise to the dispute will apply until the dispute is resolved.

## **11. Communication/Union and Workforce Engagement Meetings**

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- 11.1 From 1 July 2024, all Employees are entitled to have paid time off to attend Union meetings of up to one (1) hour during ordinary hours (or more by agreement) on not more than ten (10) occasions per year to participate in Union activities. The Union shall consult with the Employer and, following consultation, give the Employer three (3) days' notice (Monday – Friday) of such meeting.
- 11.2 A workforce engagement toolbox meeting will be organised by the Employer to be held each week to facilitate and foster cooperative and productive workplace relations through effective communication and consultation.
- 11.3 Items to be discussed at each workforce engagement toolbox meeting may include: programming of site work, site issues, WHS matters, job design, productivity issues, management policies, Agreement compliance, wages and conditions, compliance with statutory obligations and any other relevant issues raised.

## **12. Consultation**

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

### **12.2 Major Change**

For a major change referred to in clause 12.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce major change; and
  - (b) clauses 12.3 to 12.9 apply.
- 12.3 The relevant Employees may appoint a representative for the purposes of this term.
  - 12.4 If:
    - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
    - (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
  - 12.5 As soon as practicable after making its decision, the Employer must:
    - (a) discuss with the relevant Employees:

- (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of discussion, provide, in writing, to the relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed;
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.
- 12.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.7 The Employer must give prompt and genuine consideration to the matters raised about the major change by the relevant Employees.
- 12.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 12.2(a), 12.3 and 12.5 are taken not to apply.
- 12.9 In this term, a major change is likely to have a significant effect on the Employees if it results in:
- (a) the termination of the employment of Employees;
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (d) the alteration of hours of work;
  - (e) the need to retrain Employees;
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- 12.10 Change to regular roster or ordinary hours of work**
- For a change referred to in clause 12.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) Clauses 12.11 to 12.15 apply.
- 12.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 12.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 12.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change;
  - (b) for the purposes of discussion, provide the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change;
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees;
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.14 However, the Employer is not required to disclose any confidential or commercially sensitive information to the relevant Employees.
- 12.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 12.16 In this clause relevant Employees means the Employees who may be affected by a change referred to in clause 12.1(b).

### **13. Flexibility**

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- 13.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the flexibility agreement deals with one (1) or more of the following matters:
    - (i) clause 40.5 – Compassionate Leave;
    - (ii) clause 41 – Parental Leave; or
    - (iii) clause 45 – Community Service and Jury Service.
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters outlined in clause 13.1; and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 13.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 13.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the Employer and Employee;
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement.
- (e) states the day on which the arrangement commences.
- 13.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13.5 The Employer or Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing at any time.

## **PART 3 – SAFETY**

### **14. Safety in the Workplace**

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- 14.1 The Parties recognise the potentially hazardous nature of the construction industry. To this end, the Parties to this Agreement are committed to continuous improvement in work health and safety standards through the implementation of an organisational framework which involves all Parties in protecting Employees' health and safety.
- 14.2 In meeting these objectives, the Parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:
- (a) measures designed to include the safe operation of plant and equipment;
  - (b) training issues including specific hazards, health and safety systems, and site induction;
  - (c) management of work health and safety through a comprehensive approach which aims to control hazards at their source, reduce the incidence and costs of work injuries and illnesses; and
  - (d) risk of fatigue.
- 14.3 All duly elected work health and safety representatives will be allowed to attend training and information sessions subject to the same requirements as those contained in clause 47 so that health and safety representatives are kept abreast and fully informed in the provision and maintenance of the highest possible WHS standards.

### **14.4 Operation of WHS Act, Regulations and Codes of Practice**

- (a) The Parties to this Agreement will, in addition to ensuring compliance with health and safety legislation (including regulations, and codes of practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the establishment of consultative mechanisms which will include:
  - (i) the election of work health and safety representatives who will represent Employees in negotiations on WHS matters; and
  - (ii) a work health and safety committee. The Parties are committed to equal representation of Employees and management on the work health and safety committee.
- (b) In the event that changes to WHS practices are deemed necessary by either Party the issue will be referred to a consultative mechanism.

### **14.5 WHS Compliance**

The Employer will comply with all relevant work health and safety legislation, workers' compensation legislation, regulations, codes of practice and Australian Industry Standards.

### **15. Inductions**

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- 15.1 Prior to first attending any site, the Employer will ensure all Employees will have successfully attended a recognised construction induction training course (CPCCWHS1001: Prepare to Work Safely in the Construction Industry) and hold a properly issued card evidencing the same.
- 15.2 In addition, all new Employees of the Employer will be properly informed of:
- (a) the rights and obligations of this Agreement including its dispute settlement procedures;
  - (b) the appropriate issue of work clothing and safety equipment as per this Agreement; and

- (c) Employer safety rules and procedures including relevant legislation.
- 15.3 Furthermore, all new entrants to a particular Project will receive an induction to the particulars and peculiarities of that site. In order to achieve this, it is recommended that all persons performing or supervising work who are new to the site shall be given an explanation of the following by the Employer:
- (a) site safety rules and procedures including relevant legislation;
  - (b) site-specific matters such as security procedures, emergency procedures, first aid locations etc.; and
  - (c) Employees must complete site specific inductions on-site, during ordinary hours of work. Where the Employer schedules any induction outside the Employee's ordinary hours of work, the Employee will be paid their ordinary hourly rate plus applicable penalties.
- 15.4 The induction presentation and material will have regard to the language skills of the Employee.
- 15.5 Where Employees are required to undertake safety related activities outside of their ordinary hours of work (such as JHAs, SWMSs etc.), the Employee will be paid their ordinary hourly rate plus applicable penalties.

## **16. General Safety Matters**

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### **16.1 Heavy Materials**

- (a) An Employee shall not be required to lift building materials (including heavy blocks) in excess of 20kg in weight unless such Employee is provided with a mechanical aid or with an assisting Employee, provided that an Employee shall not manually lift any building materials in excess of 20kg weight to a height more than 4 feet (1.2m) above the working platform.
- (b) Where two (2) hour fire rated blocks are required, blocks with dimensions of 290cm by 190cm by 140cm must be used.
- (c) Where possible building materials with a weight less than 14kg should be designed and used on construction projects.
- (d) At the design stage, blocks which reduce the risks of manual handling injuries i.e. lighter building materials must be sourced.
- (e) Mechanical lifting devices, work planning, job layout, delivery of materials and good housekeeping are controls which should be considered to further reduce manual handling risk associated with heavy building materials.

### **16.2 Tower Crane Crew**

- (a) The Tower Crane Crew for each crane must consist of at least the following:
  - (i) one (1) Crane Driver;
  - (ii) one (1) Dogger/ Crane Hand; and
  - (iii) one (1) Dogger/ Rigger

### **16.3 Hoist and Crane Erection, Jumping, etc.**

Cranes and passenger/materials lifts may be erected, raised (jumped) and/or dismantled during times when ordinary production works are in progress subject to the work being done in full compliance with a relevant site safety plan. However, all installations, alterations, servicing

and/or jumping activities on any dual twin hoist cars on single mast configuration must be carried out whilst both hoist cars are locked off and under the control of the contractor performing works.

#### **16.4 Hearing Tests**

Audiometric tests will be conducted within three (3) months of an Employee commencing employment and each twelve (12) months after where requested by an Employee in writing. The Employer will be liable for the cost of the tests and if the test is taken during ordinary working hours, the Employee will not suffer any loss of pay.

#### **16.5 Tagging & Testing of Power Tools**

The Employer will ensure that all power tools used by Employees are appropriately tagged and tested in accordance with AS 3012-2010, at the Employer's expense.

### **17. Health and Safety Dispute Resolution Procedure**

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17.1 The Parties agree that for the purposes of Part 5, Division 5 of the WHS Act, issues about work health and safety at the workplace shall be resolved in accordance with this procedure. This procedure will be followed in good faith and without unreasonable delay.

17.2 The Parties agree that, for the purposes of this procedure and section 80 of the WHS Act, the following person may be the representatives of the following Parties:

- (a) the Principal Contractor (as defined in regulation 293 of the *Work Health and Safety (General) Regulations 2022*) – the Site Manager or any other person nominated by the Principal Contractor;
- (b) the Employer – the Site Manager or any other person nominated by the Employer and
- (c) the Employees – any person nominated by the Employees to act as the Employees' representative (e.g. the Union Delegate, HSR or other representative).

17.3 The Employees, in the first instance, either by themselves or through their representative, must advise their supervisor that:

- (a) there is an issue to be resolved; and
- (b) the nature and scope of the issue.

17.4 When a matter cannot be resolved in the first instance, the following procedure shall be adopted:

- (a) the health and safety issue will be raised with the Site Manager and HSR for the work group. The HSR will consult with the supervisor and the Site Manager (or Employer's representative) to resolve the health and safety issue;

17.5 Before a health and safety issue is escalated the affected Parties must meet or communicate with each other to attempt to resolve the issue.

17.6 The Parties and/or representatives must make reasonable efforts to achieve a timely and final resolution of the issue.

17.7 The Parties to a health and safety issue will be provided with relevant information in respect of the issue to ensure the timely resolution of the issue.

17.8 The affected Parties must have regard to all relevant matters including:

- (a) the degree and imminent risk to the Employees or other persons affected by the issue;
- (b) the number and location of Employees and other persons affected by the issue;
- (c) the measures both temporary and permanent that must be implemented to resolve the issue;

- (d) who will be responsible for implementing the resolution measures;
- (e) whether the hazard or risk can be isolated; and
- (f) the time that may elapse before the hazard or risk is corrected.

17.9 Once the health and safety issue is resolved, details regarding the resolution may be set out in writing if requested by any affected party to the issue. If a written resolution is prepared in accordance with this clause, all Parties to the issue must be satisfied that the written resolution reflects the resolution of the health and safety issue. A copy should be given to the Parties. If requested a copy should also be provided to the WHS Committee. This written resolution should be provided within a reasonable time after the work health and safety issue is resolved.

**17.10 Direction to cease work**

- (a) If a health and safety issue exists concerning the exposure to a serious risk to the Employees' health or safety, emanating from an immediate or imminent exposure to a hazard (**Unsafe Work**), there will be a right to cease the Unsafe Work in accordance with Part 5, Division 6 of the WHS Act. The Employer and/or the HSR for the work group in relation to which the issue has arisen, may, also direct that the work is to cease.
- (b) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employee whose work is affected to safe alternative work. If there is no alternative work, the Employee will be paid for their ordinary hours until there is work available.

**17.11 Inspector may be requested to attend workplace**

If an issue is not resolved in accordance with this procedure in a timely manner, any of the Parties may ask WorkSafe Western Australia to arrange for an inspector to attend at the workplace as soon as practicable to enquire into the issue.

## **PART 4 – EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS**

### **18. Contract of Employment**

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#### **18.1 Types of Employment**

- (a) A Tradesperson or labourer Employee under this Agreement will be engaged in one of the following categories:
  - (i) Daily-hire Employee; or
  - (ii) Casual Employee.
- (b) A Plant Operator Employee under this Agreement will be engaged in one of the following categories:
  - (i) Weekly-hire Employee; or
  - (ii) Casual Employee.

#### **18.2 Termination**

(a) **Tradespersons and Labourers**

For tradespersons and labourers, one (1) week of notice of termination of employment will be given on either side or one (1) week's pay will be paid or forfeited (less any period of notice actually given by the Employee).

(b) **Plant Operators**

Notice of termination for plant operators will be in accordance with the Act.

(c) **Payment in lieu of notice**

Payment in lieu of notice will include all amounts the Employee would have been entitled to if they had worked until the end of the minimum period of notice and must be paid at the time of termination of employment. Where this is not practicable, the Employer will have three (3) working days to transfer the monies into the Employee's nominated bank account.

(d) **Selection Criteria for Redundancy**

- (i) Voluntary redundancies will be encouraged as a first step.
- (ii) The seniority of Employees within classifications, experience or skills held will be considered by the Employer in selecting Employees for redundancy.
- (iii) No Employee shall be made redundant whilst working on a Project where labour-hire employees, engaged by the Employer, are performing work that is or has been performed by the Employees. Provided the Employee holds the relevant skills and qualifications for the work being performed by labour-hire employees.

(e) **Job Search Entitlement**

Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purposes of seeking other employment. The time off will be taken at times convenient to the Employee after consultation with the Employer.

#### **18.3 Casual Engagement**

- (a) A casual Employee is an Employee engaged and paid in accordance with the provisions of this clause.
- (b) When a person is engaged for casual employment, the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the

classification level, the actual or likely length of engagement including the number of hours to be worked per week and the relevant rate of pay.

- (c) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except Annual Leave, Sick Leave, Carer's Leave, paid Compassionate Leave, Parental Leave (unless an eligible casual Employee), jury service and paid Public Holiday leave.
- (d) For the purposes of this clause the hourly rate means the rate of pay prescribed in Appendix A for the Employee's classification plus any all-purpose allowance payable to the Employee (e.g. leading hand).
- (e) A casual Employee working ordinary hours will be paid 125% of the hourly rate as defined in 18.3 (d).
- (f) A casual Employee required to work overtime will be paid:
  - (i) 175% of the hourly rate as defined in 18.3(d) where the relevant penalty rate for a daily or weekly hire Employee is time and a half; and
  - (ii) 225% of the hourly rate as defined in 18.3(d) where the relevant penalty rate for a daily or weekly hire Employee is double time.
- (g) A casual Employee required to work on a Public Holiday will be paid 275% of the hourly rate defined in 18.3 (d).
- (h) Termination of all casual employment will require one (1) hour of notice on either side or the payment of one (1) hour's pay, in lieu of notice by the Employer.
- (i) If the services of any Employee are not required because of inclement weather, then the provision of clause 34 of this Agreement will apply.
- (j) A casual Employee will be paid for a minimum of eight (8) hours on weekdays and four (4) hours on Saturdays, Sundays and Public Holidays

18.4 A casual Employee, employed by the Employer or a worker engaged as supplementary labour-hire on a regular and systematic basis for at least twelve (12) weeks on a Project may elect to convert to permanent employment with the Employer. In the event of such an election, the Employee must be employed as a:

- (a) daily-hire Employee in the case of tradespersons and labourers; or
- (b) weekly-hire Employee in the case of plant operators.

### **18.5 Flexible Working Arrangements**

- (a) The Parties recognise the importance of flexible working arrangements and the right of Employees to make requests under section 65 of the Act for flexible working arrangements. An Employee may request a flexible working arrangement if any of the following apply to the Employee:
  - (i) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (ii) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
  - (iii) the Employee has a disability;
  - (iv) the Employee is 55 years or older;
  - (v) the Employee is experiencing violence from a member of the Employee's family;

- (vi) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

**Note:** An Employee may use the form provided in Appendix G –of this Agreement. An Employee as described in this clause may, for example, request not to work any overtime.

- (b) For the avoidance of doubt, this Agreement permits an Employee as described in this clause, for the life of the Agreement to request to work less than 36 ordinary hours per week and accrue applicable entitlements including superannuation under clause 32 and ReddiFund contributions under clause 19, on a pro-rata basis.
- (c) The Employer and Employee must agree on the part-time hours of work, provided that the ordinary hours of work for any part-time Employee will be a maximum of eight (8) hours per day, Monday to Friday. The ordinary hours of will be as agreed between the Employer and Employer, provided that such hours must be less than 36 hours per week averaged over a two (2) week period. Any additional hours may be worked from time to time by agreement only.
- (d) The RDO system prescribed by clause 37 of this Agreement will only apply to a part-time Employee on a pro-rata basis. This means 0.8 of an hour for each eight (8) ordinary hours worked will accrue towards an RDO.

#### **18.6 Presenting for Work but not required**

An Employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least eight (8) hours work or be paid eight (8) hours as though worked.

#### **18.7 General Conditions**

- (a) The Employer may direct an Employee to carry out such duties and use such tools and equipment consistent with their classification as may be required, provided that:
  - (i) the Employee is competent to use such tools and equipment; and
  - (ii) any such direction is consistent with the Employer's responsibility to provide a safe and healthy working environment and is not designed to promote de-skilling.
- (b) An Employee is required to follow the lawful and reasonable instructions of the Employer in the performance of their duties. Where an Employee refuses to follow a lawful and reasonable instruction, it may lead to disciplinary action, including the termination of the Employee's employment.

#### **18.8 Eligibility for Payment of Wages and Allowances**

- (a) The Employer is entitled to deduct payment for any day that the Employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work by any cause which ceases operation for which the Employer cannot be reasonably held responsible, as long as the Employer has no alternative work available on the Site.
- (b) Subject to the provisions of the WHS Act, Employees will have no right to be paid for any time that they are not ready, willing and available to follow all lawful directions of the Employer or to carry out all duties that they are capable of performing.

#### **18.9 Abandonment of Employment**

- (a) Subject to clause 18.8(b), the absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Employer and without notification to the Employer, will be prima facie evidence that the Employee has abandoned employment.

- (b) Clause 18.8(a) will not apply unless the Employer has taken reasonable steps to attempt to contact the Employee to establish why the Employee is absent without consent of the Employer.

## 19. Redundancy

19.1 The Employer will remain during the life of this Agreement, a member of ReddiFund Limited (**ReddiFund**).

19.2 All of the Employees covered by this Agreement will be registered with ReddiFund by the Employer and will be entitled to receive all contributions made on their behalf by the Employer in accordance with the terms of the ReddiFund Trust Deed and the Fund Regulations governing the Fund when they cease to be employed by the Employer.

19.3 The Employer will pay contributions to ReddiFund on a monthly basis in accordance with the ReddiFund Trust Deed and the Fund Regulations governing the Fund on behalf of each Employee covered by this Agreement, including adult apprentices, at the following weekly rate:

From Operative Date	From First Pay Period 31.12.2024	From First Pay Period 31.12.2025	From First Pay Period 31.12.2026
\$81.00	\$85.00	\$89.00	\$93.00

19.4 For apprentices see clause 22.

19.5 Where a casual Employee works less than five (5) days in a week (Monday to Sunday), they will receive pro-rata Reddifund contributions in accordance with the following:

Days worked (Monday – Sunday)	1 Day	2 Days	3 Days	4 Days	5 Days
Pro-rata amount	20%	40%	60%	80%	100%

19.6 In addition to the redundancy contributions prescribed in clauses 19.3 - 19.5, the Employer will also pay the below amounts (plus GST) per week per Employee to ReddiFund for the provision of Mutual Benefit Fund Benefits for the Employees who are covered by this Agreement:

From Operative Date	From First Pay Period 31.12.2024	From First Pay Period 31.12.2025	From First Pay Period 31.12.2026
\$10.00	\$11.25	\$12.50	\$13.75

19.7 For the purposes of this clause ‘**Mutual Benefit Fund Benefits**’ means indemnity cover, including, but not limited to: journey to and from work, funeral expenses cover, ambulance cover and leisure travel insurance.

## 20. Employment Security, Staffing Levels, Mode of Recruitment and Replacement Labour

20.1 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Agreement.

### 20.2 Sham Contracting

- (a) The Parties acknowledge that Sham Contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of Employees covered by this Agreement.
- (b) Any use of Sham Contracting is a breach of this Agreement.
- (c) In this clause, ‘**Sham Contracting**’ means sham arrangements as described in Division 6 of Part 3-1 of the Act.

## **PART 5 – WAGES, ALLOWANCES & OTHER PAYMENTS**

### **21. Wage Rates and Classification Structure**

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#### **21.1 Classification Structure**

- (a) All Employees working under this Agreement shall be classified according to the skill based classification structure set out in Appendix A – Wages and Classification Structure
- (b) The classification definitions contained in Schedule B of the Award are incorporated into this Agreement.

#### **21.2 Wage Increases**

Wages and allowances under this Agreement will be increased over the life of this Agreement as follows:

- (a) 5% from 1<sup>st</sup> pay period commencing on or after 31 December 2024;
- (b) 5% from 1<sup>st</sup> pay period commencing on or after 31 December 2025; and
- (c) 5% from 1<sup>st</sup> pay period commencing on or after 31 December 2026.

#### **21.3 Wages**

Actual rates of pay are set out in Appendix A – Wages and Classification Structure.

#### **21.4 Rates Inclusive**

The rates of pay in Appendix A – Wages and Classification Structure are inclusive of the following Award entitlements:

- (a) Base Rates of Pay;
- (b) Supplementary Payment;
- (c) Safety Net Adjustment;
- (d) Follow the Job Loading;
- (e) Tool Allowance; and
- (f) Industry Allowance.

#### **21.5 Higher Duties**

Where an Employee on any one (1) day performs two (2) or more classes of work to which different rates of pay are applicable, the Employer shall pay to the Employee the higher hourly rate for the entire day.

### **22. Apprentices**

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#### **22.1 Engagement of apprentices**

- (a) The Parties commit to their ongoing responsibility to contribute to the training of new tradespersons for the building and construction industry.
- (b) Further, the Parties are committed to a strong ratio of apprentices in the industry including a commitment to ensuring greater representation of First Nations and female apprentices.
- (c) So far as practical, the Employer will engage apprentices such that there are equal numbers of first, second and Third Year Apprentices.
- (d) Where the Employer has employed ten (10) or more tradespersons in any one classification, the Employer will aim to engage at least one (1) apprentice in that classification for each ten (10) tradespersons employed up to 30 tradespersons, and following this, engage one (1) apprentice for every further 20 tradespersons,

- (e) The Employer will make arrangements to host apprentices from an accredited apprenticeship scheme, as agreed with the Union (unless that it is impracticable to do so).
- (f) All apprentices must attend their official off-site apprenticeship training at a Registered Training Organisation (**RTO**) that is acceptable to the apprentice and Employer. The preferred RTOs are the established TAFE College network, but private RTOs may be used if agreed to by the Union. For clarity, apprentices will be paid the applicable wages and conditions (ordinary hourly rate of pay, fares and travel allowance, leave, redundancy and superannuation entitlements) prescribed by this Agreement whilst attending their training at the RTO.

## 22.2 Apprentice Wages

- (a) Actual rates of pay for apprentices are set out in Appendix B – Apprentice Wage Schedule.
- (b) An adult apprentice (over 21 years of age) will not be paid a wage less than the wages payable to an Employee classified as a CW1(d) under this Agreement.
- (c) The Employer will provide all hand tools to the apprentice unless an apprentice is covered by a ‘trade support loan scheme’. Where the Employer does provide all hand tools, the Employer may deduct the tool allowance from an apprentice’s wages on a weekly basis until the equivalent cost of the tools is recovered.
- (d) All power or battery-operated tools must be provided by the Employer at no cost to the apprentice.
- (e) Apprentices will be paid:
  - (i) An hourly rate of pay based upon a percentage of the base tradesperson rate in accordance with the following table:

3-year apprenticeship	Contribution
Adult Apprentice	Not less than CW1(d)
First Year Apprentice	55% of the full rate
Second Year Apprentice	75% of the full rate
Third Year Apprentice	90% of the full rate

- (ii) a percentage of the Redundancy contribution prescribed by clause 19.3 as follows:

3-year apprenticeship	Contribution
Adult Apprentice	100% of the full rate
First Year Apprentice	55% of the full rate
Second Year Apprentice	75% of the full rate
Third Year Apprentice	90% of the full rate

Note: The Employer must also comply with clause 19.6 for each apprentice and pay the Fares & Travel Allowance to each apprentice.

- (iii) Superannuation in accordance with clause 32 of this Agreement.
- (iv) a percentage of the Site Allowance based on the table at clause 22.2(e)(ii).

## 23. Award Allowances

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23.1 The rates listed in Appendix A – are inclusive of all allowances provided in the Award, excluding the following Award allowances provided at:

- (a) Compensation for clothes and tools; and
- (b) Living away from home – distant work.

## 24. Fares and Travel Pattern Allowance

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24.1 Employees will be paid a Fares and Travel Pattern Allowance for each day worked (including RDOs).

24.2 Apprentices will be paid 100% of the allowances in this clause.

24.3 Fares and Travel Pattern Allowance will also be paid each time an Employee is recalled after leaving a worksite to resume work on overtime or a call out.

24.4 A daily Fares and Travel Pattern Allowance will be paid to all Employees as follows:

From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
\$30.00	\$31.50	\$33.08	\$34.73

24.5 Where an Employee agrees to the Employer's request to use the Employee's own vehicle in the course of their employment the Employee will be paid an allowance for each kilometre travelled as follows:

From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
\$1.07	\$1.12	\$1.18	\$1.24

24.6 Where an Employee is required to travel from inside a 50-kilometre radius of the Perth GPO (**Designated Radial Boundary**) to a location outside that radius, they will be paid:

- (a) the Fares and Travel Pattern Allowance provided at clause 24.4; plus
- (b) in respect of travel from the Designated Radial Boundary to the job and return to that boundary:
  - (i) the time outside ordinary working hours reasonably spent in such travel, calculated at the ordinary hourly rate to the next quarter of an hour with minimum payment of half an hour per day for each return journey; and
  - (ii) where the Employee uses their own vehicle, any expenses necessarily incurred in such travel, which will be a minimum per kilometre travelled as follows:

From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
\$0.64	\$0.67	\$0.70	\$0.74

- (iii) An Employee who resides outside the 50-kilometre Perth GPO radius will be entitled to the provisions in clause 24.6(a) of this Agreement but not clause 24.6(b) of this Agreement.

## 25. Site Allowance

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25.1 An hourly on-site Site Allowance will be paid to Employees as follows:

Project Contractual Value	From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
\$50m up to \$100m	\$2.00	\$2.10	\$2.20	\$2.30
\$100m up to \$200m	\$4.00	\$4.20	\$4.40	\$4.60
\$200m and above	\$5.00	\$5.25	\$5.50	\$5.75

- 25.2 The Site Allowance is a flat allowance only payable for the hours an Employee actually works. It is not payable during periods of Annual Leave, Personal Leave or Public Holidays.
- 25.3 For clarity, the appropriate Site Allowance is based on the Project Contractual Value. Any dispute over the Site Allowance will be resolved in accordance with clause 10.
- 25.4 The Project Contractual Value (at the time of contract award to the Employer) will be applied for the purpose of calculating the Site Allowance payable by the Employer to its Employees on that Project.
- 25.5 The Project Contractual Value applicable to a Project will be fixed for the life of that Project.

## 26. Multi-Storey Allowance

- 26.1 Employees shall be entitled to a Multi-Storey Allowance when engaged in the construction or renovation of a multi-storey building. This allowance is in addition to the wage rates and other allowances provided for in this Agreement.
- 26.2 For the purposes of this Agreement:
- (a) **multi-storey building** is a building which will, when complete (i.e., building fully functional and all work which was part of the principal contract is complete), consist of five (5) or more storey levels; and
- (b) **storey level** means structurally completed floor, walls, pillars or columns and ceiling (not being a false ceiling) of a building and shall include basements levels and mezzanine or similar levels (but excludes half floors such as toilet blocks or storerooms located between floors).
- 26.3 Provided that any buildings or structures which do not have regular storey levels, but which are not classified as towers (e.g. grandstands, aircraft hangars, large stores etc.) and which exceed 15 metres in height will be covered by this clause.
- 26.4 A plant room situated on the top of a building shall constitute a further storey level if the plant room occupies 25% of the total roof or an area of 100 square metres, whichever is the lesser.
- 26.5 Except as provided for in clause 26.6, an allowance in accordance with the following table shall be paid to all Employees on a building site:

Storey Level	From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
From the commencement of building to the 15 <sup>th</sup> floor level	\$0.64	\$0.67	\$0.71	\$0.74
From the 16 <sup>th</sup> floor level to the 30 <sup>th</sup> floor level	\$0.77	\$0.81	\$0.85	\$0.89
From the 31 <sup>st</sup> floor level to the 45 <sup>th</sup> floor level	\$1.19	\$1.25	\$1.31	\$1.38

Storey Level	From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
From the 46 <sup>th</sup> floor level to the 60 <sup>th</sup> floor level	\$1.54	\$1.62	\$1.70	\$1.78
From the 61 <sup>st</sup> floor level	\$1.88	\$1.97	\$2.07	\$2.18

**Floor level** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

The allowances payable at the highest point of the building shall continue until completion of the building.

## 26.6 Service Cores

- (a) All Employees employed on a service core at more than 15 metres above the highest point of the main structure shall be paid the multi-storey rate appropriate for the main structure plus the allowance in clause 26.7, calculated from the highest point reached by the service core in any one (1) day period. For this purpose, the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate Towers Allowance.
- (b) Employees employed on a service core at 15 metres or less above the main structure shall be paid in accordance with the Multi-Storey Allowance outlined in clause 26.5.
- (c) Provided any section of a service core exceeding 15 metres above the highest point of the main structure shall be disregarded for the purpose of calculating the Multi-Storey Allowance applicable to the main structure.

## 26.7 Towers Allowance

An Employee working on a chimney stack, spire, control tower, observation tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height shall be paid an hourly allowance as follows:

Height	From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
For all work above 15 metres	\$0.80	\$0.84	\$0.88	\$0.93
For all work each 15 metres additional	\$0.80	\$0.84	\$0.88	\$0.93

## 27. First Aid Allowance

- 27.1 The Employer will appoint the HSR (and additional Employees as required) to perform first aid duties, provided they hold a current Senior First Aid certificate (or equivalent) or Industrial First Aid certificate (or equivalent) from St. John Ambulance, the Australian Red Cross Society or similar body, upon providing proof to the Employer, will be paid a daily allowance as follows:

From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
\$5.79	\$6.08	\$6.38	\$6.70

## 28. All Purpose Leading Hand Allowance

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28.1 For the purposes of this clause, **Leading Hand** means an Employee who is given by the Employer:

- (a) the responsibility of directing and/or supervising the work of other persons; or
- (b) in the case of only one person the specific responsibility of directing and/or supervising the work of that person.

28.2 An Employee specifically appointed to be a Leading Hand will be paid, as a minimum, the hourly All-Purpose allowance specified in the table below in addition to the Employee's own rate of pay or the hourly rate of pay being paid to the highest classification being supervised by that Employee (whichever is the greater):

Number of person(s)	From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
In charge of not more than one (1) person	\$0.95	\$1.00	\$1.05	\$1.10
In charge of two (2) and not more than five (5) persons	\$1.67	\$1.75	\$1.84	\$1.94
In charge of six (6) and not more than ten (10) persons	\$2.15	\$2.26	\$2.37	\$2.50
In charge of more than ten (10) persons	\$2.85	\$2.99	\$3.14	\$3.30

## 29. Meal Allowance

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29.1 An Employee required to work overtime for at least one and a half hours after working ordinary hours must be paid the following amount to meet the cost of a meal:

From Operative Date	From First Pay Period 31/12/2024	From First Pay Period 31/12/2025	From First Pay Period 31/12/2026
\$24.04	\$25.24	\$26.50	\$27.82

## 30. Industry Allowances

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30.1 An Employee will be entitled to applicable specialist allowances as set out in Appendix F –.

## 31. Payment of Wages

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31.1 All wages, allowances and other monies may be paid by electronic funds transfer (**EFT**) and Employee(s) may request EFT payments be split between up to two (2) accounts.

31.2 Subject to clause 30.3, wages, allowances and other monies to be paid under this Agreement and payslip details will be made available no later than 3:30 p.m. on Thursday of each week (weekly).

31.3 An Employee who has not received their weekly pay by 3:00 p.m. on the Friday following their usual pay day (for reasons other than circumstances beyond the reasonable control of the Employer) must be paid at double time rates until their weekly pay is actually paid.

31.4 The following particulars of payment to each Employee must be included on the Employee's payslip:

- (a) the Employer's business name/legal name/trading name and ABN/ACN;
- (b) Employee's classification;

- (c) date of payment and period covered by the payslip;
- (d) details of the number of ordinary hours;
- (e) details of the number of overtime hours worked;
- (f) details of any amount paid to the Employee that is a bonus, loading, allowance incentive - based payment or other separately identifiable amount;
- (g) the ordinary hourly rates and the amounts paid at those rates;
- (h) the gross wages paid;
- (i) the net wages paid;
- (j) details of any deductions made from the wages and the purpose for those deductions;
- (k) details of all accrued entitlements including RDO accruals, Personal Leave accruals, Annual Leave accruals etc.;
- (l) details of Long Service Leave contributions, including the amount, the Employee's Long Service Leave registration number and when the contribution was made;
- (m) details of the Employer's ReddiFund and Cbus/superannuation contributions, including when the contribution was made and the amounts, and, details of Employee contributions, including when the contribution was made; and;
- (n) details of any leave payments, including the amount, the type of leave and period of leave to which it relates.

31.5 In addition to the details of payment noted above, the Employer will also keep records of the following:

- (a) the Employee's date of birth;
- (b) the commencement date of employment of every Employee;
- (c) the Employee's tax file number;
- (d) the Employee's contact details;
- (e) daily start and finish times of every Employee;
- (f) when every Employee takes lunch and crib breaks; and
- (g) details of allowances paid to each Employee.

31.6 An Employer must not falsify payslips or Employee records.

## **32. Superannuation**

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32.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth) (**SGAA**). The Employer's default fund will be Cbus.

32.2 The level of contributions paid on behalf of each Employee will be the Superannuation Guarantee Rate (as prescribed under the **SGAA**, in force from time to time) applied to Ordinary Time Earnings.

32.3 All superannuation contributions will be paid monthly.

32.4 Additional Voluntary Salary Sacrifice into Superannuation

- (a) The Employer will allow Employees to make additional contributions to their superannuation fund by way of genuine salary sacrifice from their pre-tax earnings.
- (b) Where an Employee wishes to have their pay salary sacrificed for additional superannuation, the Employer will comply with the Employee's request without unreasonable delay.

- (c) Employees electing to make salary sacrifice payments to their superannuation fund will sign the Salary Sacrifice Agreement, contained at Appendix E – of this Agreement, when making arrangements with the Employer for salary sacrifice.
- (d) This clause will not impinge on any Employer provided benefits.
- (e) Any future wage, salary increase, accrual or entitlements including the Superannuation Guarantee will be based on gross rates of pay.
- (f) All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice pay rate.
- (g) To avoid doubt, any salary sacrifice arrangement will not result in an increase to an Employee's overall entitlements above what they would have received prior to that arrangement.

### **33. Insurances**

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33.1 The Employer will pay \$25.00 per week per Employee to ReddiFund for the provision of:

- (a) Personal Accident and Sickness Insurance;
- (b) Workers' Compensation Top-Up Pay; and
- (c) Accidental Death Benefit Insurance.

The intention of the Parties is to cap the cost of the above insurances, however this agreed rate may be subject to market conditions. Where there is an increase to the agreed rate, the Employer can seek an alternate insurance policy provided such insurance provides benefits no less than that provided in this clause.

#### **33.2 24 Hour Personal Accident and Sickness Insurance**

- (a) The Employer must insure Employees for Personal Accident and Sickness Insurance.
- (b) The Employer will ensure Employees under this Agreement will be covered by a ReddiFund Income Protection Plus Policy as the primary policy for the purposes of this clause (**Personal Accident and Sickness Insurance**).
- (c) If an Employee has worked part of a week or is absent on authorised leave, contributions for Personal Accident and Sickness Insurance will be paid at the agreed rate for the whole of that week, no contribution is required if an Employee has been absent on unpaid leave for the whole week.
- (d) For the purposes of this clause, Personal Accident and Sickness Insurance provides:
  - (i) 24-hour cover;
  - (ii) weekly benefits of 85% of the Employee's Ordinary Time Earnings up to a maximum of **\$1,500.00** per week;
  - (iii) superannuation contributions up to a maximum of \$190.00 per week;
  - (iv) a 21-day waiting period (28 days for sporting injury claims); and
  - (v) a benefit period of 104 weeks maintained for persons up to the age of 70 years.
- (e) The Employer must pay Personal Accident and Sickness Insurance during the incapacity of the Employee arising from any one injury or illness for a total of 104 weeks from the date of the injury or illness whether the incapacity is one continuous period or not.

#### **33.3 Workers' Compensation Top-Up Pay**

- (a) The Employer must pay an Employee workers' compensation top-up pay (**Top-Up Pay**) where the Employee receives an injury for which the Employee is entitled to be paid weekly payments or compensation by, or on behalf of, the Employer pursuant to the provisions of

the WCIM Act whether or not the Employer has so insured the relevant Employee. Such payments will be made weekly in accordance with clause 31 in this Agreement. For the avoidance of doubt, the Employer must pay Top-Up Pay to an Employee when the Employee is on rehabilitation or has returned to work on light duties or is otherwise not working to the Employee's pre-accident capacity.

- (b) The Employer must insure Employees for Top-Up Pay from the date of signing this Agreement.
- (c) For the purposes of this clause, Top-Up Pay means a weekly payment by the Employer to the Employee of an amount being the difference between the weekly:
  - (i) *Amount A* payment received for the 1st to 13th weekly payments prescribed under clause 11(2) of Schedule 1 of the WCIM Act; and
  - (ii) *Amount Aa* payment received after the 13th weekly payment prescribed under clause 11(2) of Schedule 1 of the WCIM Act
- (d) The Employer must pay Top Up-Pay during the incapacity of the Employee arising from any one injury or illness for a total of 104 weeks from the date the Employee first receives weekly workers' compensation payment, whether the incapacity is in one continuous period or not.

33.4 Where the Employee is entitled to Accident and Sickness Income Protection or Top-Up Pay, the Employer must, where reasonably practicable, keep the Employee's position available for at least 12-months from the day the Employee is entitled to receive weekly payments. If the injured Employee attains partial or total capacity for work during this time, the Employer must, where reasonably practicable, provide the Employee their original position, or another of equal status and pay for which they are qualified and capable of performing.

**33.5** While an Employee is absent from work and in receipt of Accident and Sickness Income Protection or Workers' Compensation the Employee will continue to accrue Superannuation, Annual Leave and Redundancy for the duration of the Employee's incapacity for a maximum period of 104 weeks regardless of whether the Employee continues to be employed by the Employer or not.

### **33.6 Accidental Death Benefit Insurance**

The Employer must insure each Employee for Accidental Death Benefit Insurance providing financial compensation in the event of a work-related accident resulting in death of the Employee or permanent and total disablement.

33.7 The Accidental Death Benefit Insurance referred to in clause 33.6 must be a policy with entitlements no less than a lump sum payment of:

- (a) \$300,000.00 in the event of the Employee's accidental work-related death; or
- (b) \$300,000.00 for an Employee's accidental work-related permanent and total disablement.

33.8 If the Employer fails to take out Accidental Death Benefit Insurance pursuant to clause 33.6, the Employer will be liable for all such claims arising, with payments to be made under the same terms and conditions as those outlined in clause 33.6 and clause 33.7.

## **34. Inclement Weather**

34.1 This inclement weather clause sets out the full rights, obligations and entitlements of the Parties and establishes the conditions under which payment for periods of inclement weather will be made.

34.2 The purpose of this clause is to set out the procedures and processes which must apply concerning the suspension of work in areas exposed to inclement weather as defined, and the conditions regulating payment of Ordinary Time Earnings for Employees who cannot be re-assigned to work out of the inclement weather.

### **34.3 Definition of Inclement Weather**

Inclement weather will mean the existence of rain or abnormal climatic conditions (whether they be those of lightning, hail, cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these) in which it is either not reasonable or not safe for Employees exposed to these conditions to continue working.

### **34.4 Restriction of payment**

- (a) An Employee will not be entitled to payment for inclement weather as provided for in this clause unless the Employee remains on the job until the procedure set out in this clause has been observed.
- (b) The entitlement to payment for time lost due to inclement weather is an entitlement limited to Ordinary Time Earnings and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject to the provisions of this Agreement concerning minimum payment for Saturdays, Sundays and Public Holidays, in which cases minimum time payments as prescribed by this Agreement will apply.
- (c) All necessary steps will be taken to ensure a full working understanding of the inclement weather standards, as contained in this Agreement, is achieved and maintained by management and Employees.
- (d) Should a portion of a Project be affected by inclement weather, all Employees not affected will continue to work in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather.
- (e) Should a portion of a Project be affected by inclement weather, Employees can be transferred to another work location under cover on the Project or to another Project in accordance with the provisions prescribed in this clause.
- (f) Prior to any Employee leaving site due to inclement weather, consultation will take place between Employees and site management. Any stoppage of work, or withdrawal from site, without due consultation, will mean that all involved Employees are denied an entitlement to payment as per this clause.
- (g) Employees will not work or be required to work in the rain or where the temperature reaches or exceeds 37.5°C.
- (h) If an Employee's clothes become wet as a result of working in the rain during emergency work the Employee will (unless the Employee has a change of dry working clothes available) be allowed to go home without loss of pay.
- (i) If an Employee is required to remain at work during periods of inclement weather to perform emergency work, they will be paid at double time rates.

### **34.5 Dewatering**

- (a) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the WHS Act, Employees will assist in 'dewatering' their own work site or area if it is so affected. Such work is to be paid at the rate that would normally be paid pursuant to the provisions of this Agreement for performing this work. Productive work will continue in areas not so affected.
- (b) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the Parties, then dewatering will proceed as above with Employees so engaged being paid at penalty rates as is the case for safety rectification work. When other Employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

### **34.6 High Winds**

The occurrence of high winds, whilst constituting ‘inclement weather’ affecting some work processes, does not give rise to an entitlement for any Employee whose work is suspended to leave the site and be paid. Payment will not be made for time so lost. The provisions of clause 33.14 do not apply to the time any work is suspended due to the effects of high wind.

### **34.7 Conference requirement and procedure**

- (a) The Employer, or the Employers’ representative, when requested by the Employees will confer (within a reasonable period of time, which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather will not be regarded as inclement unless it is agreed at such conference.
- (b) Provided that if the Employer or the Employees’ representative refuses to confer within such reasonable period, Employees will be entitled to cease work for the rest of the day without deduction of pay.

### **34.8 Cessation and Resumption of Work**

- (a) At the time Employees cease work due to inclement weather the Employer (or the Employer’s representative) on site and the Employees will agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended, the Employees will resume work and the time will be similarly agreed and noted.

### **34.9 Hot Weather Guidelines**

- (a) Under this Agreement, temperature of or above 37.5°C will be defined as constituting ‘inclement weather’ for work in the Perth Metropolitan Area. This definition will be subject to review by the Parties in other regions.
- (b) When it is expected that the temperature will be 37.5°C or more, or when the temperature approaches 37.5°C, the Parties on site will confer with the on-site safety committee (however described) and the Union Delegate regarding the performance of work.
- (c) As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of a formal work health and safety procedure developed, adopted and managed on a Project basis having regard to the different conditions that may prevail on Projects in various locations.
- (d) **Working Arrangements**
  - (i) Work will cease once the temperature reaches 37.5°C, provided that the task or activity being performed is completed to a safe stage.
  - (ii) Where the temperature is 37.5°C or reaches 37.5°C, affected Employees will cease work for the day, pack up tools and equipment, and leave site for the remainder of the working day.
  - (iii) During periods of hot weather, work in air-conditioned environments will continue as normal. Employees will walk a reasonable distance through the open to and from amenities and the air-conditioned workspace, provided it does not pose a serious threat to their health or safety.
- (e) **Temperature Measurement**

The temperature will be measured by the most appropriate automatic Bureau of Meteorology Monitoring Station. The Employer and the Union recognise that, ordinarily, the nearest monitoring station is the most appropriate. However, where the nearest automatic monitoring station does not appropriately reflect the conditions on the Project, the Employer and Union will confer at the commencement of the Project with a view to

reach agreement on the appropriate monitoring station. Any disputes about the appropriate monitoring station will be resolved in accordance with the Dispute Settlement Procedure.

(f) **Shift-Workers**

All shift-workers (i.e., Employees whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 37.5°C will remain on site in air-conditioned amenities for four (4) hours, holding themselves available to commence work should the temperature fall below 37.5°C.

**34.10 Entitlement to payment**

An Employee will be entitled to payment by the Employer for Ordinary Time Earnings for time lost through inclement weather for up to 35 hours in every calendar month. For the purposes of this clause, the following conditions will apply:

- (a) An Employee will be credited with 35 hours at the commencement of each calendar month.
- (b) The number of hours at the credit of any Employee at any time will not exceed 35 hours.

**34.11 Transfers**

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

- (a) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all Employees in such areas.
- (b) Transfer of Employees to another site will be by agreement with the Union (through the Union Delegate). Where Employees are transferred to another site, the Employer will provide, where necessary, transport.

**34.12 Completion of Concrete Pours and Emergency Work**

- (a) Except as provided in this clause an Employee will not work or be required to work in the rain.
- (b) Employees will not be required to start a concrete pour in inclement weather.
- (c) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather Employees may be required to complete the concrete pour to a practical stage and for such work will be paid at the rate of double time calculated to the next hour. In the case of wet weather, Employees will be provided with adequate wet weather gear.
- (d) If an Employee's clothes become wet as a result of working in the rain during a concrete pour the Employee will (unless the Employee has a change of dry working clothes available) be allowed to go home and will be paid as though they had remained at work.
- (e) The provisions of clauses 34.12(c) and 34.12(d) will also apply in the case of emergency work where the Employees concerned and the Union Delegate agree that the work is of an emergency nature and can start and/or proceed.

**34.13 Safety**

Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by inclement weather, the Employee may be transferred to other work within the Employee's classification level on-site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the Employee will remain on site. The Employee will be paid for such time without reduction of the Employee's inclement weather entitlement.

### **34.14 Additional Wet Weather Procedure**

#### **(a) Remaining on-site**

- (i) Where Employees are prevented from working because it is raining:
  - A. for more than an accumulated total of four (4) hours of ordinary time in any one day;
  - B. after the meal break, for more than an accumulated total of 50% of the normal afternoon work time; or
  - C. during the final two (2) hours of the normal workday for more than an accumulated total of one (1) hour,  
  
the Employer will not be entitled to require Employees to remain on site beyond the expiration of any of the above circumstances.
- (ii) Provided that where, by agreement between the Employer and/or the Union Delegate and the Employees, the Employees remain on site beyond the periods specified in clause 34.14(a)(i) any such additional wet time will be paid for but will not be debited against the Employees' hours (refer to clause 34.10).

#### **(b) Rain at Starting Time**

- (i) Where Employees are in the sheds, because they have been rained off, or at starting time, morning tea or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
  - A. the rain stops;
  - B. a covered walkway has been provided;
  - C. the sheds are under cover and the Employees can get to the dry area without being required to be unreasonably exposed to the rain; or
  - D. adequate protection is provided. Protection will, where necessary, be provided for the Employee's tools.

## **PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK & WEEKEND WORK**

### **35. Ordinary Hours of Work**

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- 35.1 Except as provided in clause 38.6 – Shift Work, the ordinary hours of work will be eight (8) hours per day Monday to Friday with the notional weekly hours based on a 36-hour week in accordance with clause 37.1.
- 35.2 Ordinary daily hours may be worked between the hours of 6:00 a.m. and 6:00 p.m. On a particular Project, the spread of ordinary daily hours can be varied to 5:00 a.m. to 5:00 p.m. with this agreement of a majority of Employees who will be affected by the change.
- 35.3 The Employer has the right to alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times the Employer will consult with the affected Employees and:
- (a) provide no less than 18 hours of notice to affected Employees of the change to start and/or finish times;
  - (b) provide an opportunity to affected Employees to advise of individual personal or family circumstances relevant to the change of start and finish times. The Employer will consider such advice from affected Employees;
  - (c) have regard to its obligation to provide a safe and healthy workplace; and
  - (d) have regard to the intention of avoiding excessive overtime.
- Note: Subject to this clause and clause 36, the Employer may also alter start and finish times outside the ordinary spread of daily hours for reasons such as setting up for concrete pours, deliveries and emergency work provided such work is paid for at the appropriate overtime rate of pay.
- 35.4 Any dispute about the exercise of the Employer’s right to alter start and/ or finish times will be resolved in accordance with clause 10.
- 35.5 On each day worked, an Employee will be entitled to a:
- (a) paid morning smoko break, being not less than ten (10) minutes in duration, to be taken as agreed between 9:00 a.m. and 11:00 a.m.; and
  - (b) unpaid meal/rest break, being not less than 30 minutes in duration, to be taken as agreed no later than six (6) hours after work starts.
- 35.6 It is recognised that Project operations will be enhanced by staggering meal/rest breaks to enable work to continue or facilitate the efficient movement of people or materials.
- 35.7 Subject to clause 35.5(b), the Parties agree that meal/rest breaks taken by Employees may be staggered between the hours of 10:00 a.m. and 2:00 p.m. No overtime rates will be payable provided the meal/rest break is taken within this time.
- 35.8 The Employer must not combine the morning smoko break with the meal/rest break such that they are taken consecutively.
- 35.9 Subject to clause 35.7 if the meal/rest break is taken later than six (6) hours after commencement of work for the day, then overtime rates will be payable in accordance with clause 36.2 for all time after six (6) hours from commencement of work until such time as a meal/rest break is provided or, work ceases for that particular day.
- 35.10 The Employer will provide sufficient facilities for washing and seven (7) minutes will be allowed before any break and before finishing time to enable Employees to wash and to put away gear.

## **36. Overtime**

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- 36.1 Except as provided in this clause, the Employer may require any Employee to work reasonable overtime subject to the provision of section 62(3) of the Act.
- 36.2 All work performed outside of ordinary hours of any day, Monday to Friday, inclusive will be paid as follows:
- (a) From operative date: paid for at the rate of time and a half for the first two (2) hours and double time thereafter;
  - (b) From 31 December 2024: paid for at the rate of time and a half for the first one (1) hour and double time thereafter; and
  - (c) From 1 July 2025: paid for at the rate of double time for all such hours.
- 36.3 For the purposes of this clause, ordinary hours will mean the hours of work fixed by the Employer in accordance with clause 35.
- 36.4 Where an Employee is required to work overtime after the usual finishing time of the day or shift for two (2) hours or more, the employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such finishing time and thereafter, after each four hours of continuous work (without deduction of pay), a crib time of 30 minutes in duration. In the event of an Employee remaining at work after the usual finishing time without taking the crib time of 20 minutes and continuing to work for a period of more than two (2) hours, the Employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

## **36.5 Saturdays, Sundays & Public Holidays**

- (a) All overtime work on Saturdays will be paid as follows:
  - (i) From operative date paid for at the rate of time and a half for the first two (2) hours and double time thereafter provided that all overtime worked after 12 noon on Saturdays will be paid for at the rate of double time; and
  - (ii) From 1 July 2024, all overtime work on Saturday will be paid for at the rate of double time.
- (b) All time worked on Sundays will be paid for at the rate of double time.
- (c) All time worked on Public Holidays will be paid for at the rate of double time and a half.
- (d) An Employee required to work overtime on a Saturday, Sunday or Public Holiday will be afforded at least four (4) hours work or paid for four (4) hours as though worked.
- (e) If work proceeds beyond the four (4) hour minimum then Employees will be paid for all time worked.
- (f) An Employee working overtime on a Saturday will be entitled to a paid morning smoko break being not less than ten (10) minutes in duration to be taken as agreed no later than three (3) hours after work starts.
- (g) An Employee working overtime on a Sunday or Public Holiday will be entitled to a paid morning smoko break being not less than ten (10) minutes in duration to be taken at a time as agreed.
- (h) An Employee working overtime on a Saturday, Sunday or Public Holiday will be entitled to a paid meal/rest break being not less than 30 minutes in duration as agreed which is to be taken after four (4) hours work at an agreed time.
- (i) If total worked hours for the day are to be more than eight (8) hours there will be an additional 20 minute rest break to be paid at the rate of double time. This break will be taken at the end of the eight (8) hours.

- (j) In the case of overtime work being cancelled by the Employer at the end of the four (4) hour minimum or any time after that, Employees will (in addition to payment for all time worked) be paid for a 30 minute meal/rest break as though worked.

### **36.6 Rest Period after Overtime**

- (a) Where it is necessary to work extended overtime, it is agreed that no Employee will resume or continue to work without having had ten (10) consecutive hours off duty between the termination of the overtime on one (1) day or shift and the commencement of the Employee's ordinary hours of work on the next day or shift whether for ordinary time or overtime.
- (b) Where an Employee is taking a break in compliance with clause 36.6(a) they will be paid from the normal commencement of their ordinary work or their shift notwithstanding that they are off duty.
- (c) In the event that an Employee agrees to a request from site management to resume or continue to work without having had ten (10) consecutive hours off duty, the Employee will be paid at double time until the Employee is released from duty for such period.

### **36.7 Offer and Acceptance of Overtime**

- (a) The Employer is committed to providing reasonable notice to Employees of an offer / cancelation of weekend overtime. To this end, notice will generally be provided prior to the normal meal break on Thursday. Where the Employer is unable to give such notice, the Employer may offer / cancel such overtime by notifying affected Employees before their finish time on Thursday.
- (b) Overtime will be offered on a work required basis.
- (c) Employees who accept an offer of weekend overtime will be obliged to attend. However, Employees through extraordinary circumstances may find themselves unable to fulfill their commitment to attend site. Such Employees will notify the Employer before the planned finishing time on Friday and will not be obliged to attend for the weekend overtime.
- (d) Nothing in this clause will prevent emergency overtime being worked by agreement.

### **36.8 Recalls**

- (a) When an Employee is recalled to work after leaving the job:
- (b) the Employee will be paid for at least three (3) hours at overtime rates; and
- (c) time reasonably spent in getting to and from work will be counted as time worked.
- (d) The Employer may require the recalled Employee to carry out additional duties beyond the initial reason for the recall.

### **37. Work Cycles and Rostered Days Off**

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- 37.1 The ordinary working hours shall be worked in a ten (10) day/ two (2) week cycle, Monday to Friday inclusive, with eight (8) hours worked for each nine (9) days within the cycle, and with 0.8 of an hour on each of those days accruing towards the tenth (10<sup>th</sup>) day, which will be taken as a paid day off. The tenth (10<sup>th</sup>) day shall be known as the Rostered Day Off or 'RDO'.
- 37.2 RDOs are paid as Ordinary Time Earnings and paid to Employees at the time of taking the RDO and will include payment of the daily Fares and Travel Pattern Allowance and Site Allowance.
- 37.3 For clarity, 26 RDOs will be accrued by an Employee in each twelve (12) months continuous service. The Employer must maintain a RDO accrual system that accurately records the accrual of RDOs in accordance with this Agreement.
- 37.4 Each day of paid leave taken and any public holiday (as prescribed by Part 7 – Leave & Public Holidays) occurring during any cycle of two (2) weeks will be a day worked for accrual purposes.

37.5 Upon commencement of employment, Employees who have not worked a complete ten (10) day/ two (2) week cycle will receive pro-rata entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment, RDOs will be paid in full as they occur.

37.6 Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that Employees then having received more RDOs than they were entitled to will have the relevant amount deducted from final termination payments, and Employees who have received less than their full RDO entitlement will have the outstanding amount added to their final termination payments.

### **37.7 RDO Schedule and Christmas/New Year Shutdown**

The calendars for the term of this Agreement are attached at Appendix C.

37.8 It is recognised that there is merit in programming no work on the RDOs adjacent to public holiday weekends during the working year. This will allow management and Employees of the Employer to have quality paid leisure time. As such, all work from 1 July 2024 is prohibited on the full public holiday weekends and fixed RDOs adjacent to:

- |                      |                            |
|----------------------|----------------------------|
| (a) Australia Day;   | (g) Anzac Day;             |
| (b) Labour Day;      | (h) Western Australia Day; |
| (c) Good Friday;     | (i) Sovereign's Birthday;  |
| (d) Easter Saturday; | (j) Christmas Day;         |
| (e) Easter Sunday;   | (k) Boxing Day; and        |
| (f) Easter Monday;   | (l) New Year's Day.        |

37.9 **Subject to the agreement of all Parties to this Agreement**, limited work may be undertaken on fixed RDOs and Designated Lockdown Weekends adjacent to the fixed RDOs. Unless impracticable, the Employer will give the other Parties seven (7) days' notice of any such need for work so as to ensure proper consultation.

37.10 The Union (through the Union Delegate) will not unreasonably withhold agreement for the purposes of clause 37.8 where work is to take place on a scheduled RDO or Designated Lockdown Weekend to meet operational requirements or undertake high risk activities including but not limited to:

- (a) erection, dismantling or climbing of tower cranes;
- (b) removal of jump forms, or similar high-risk bespoke elements of work;
- (c) service shutdowns;
- (d) connections to existing buildings;
- (e) works in a live or operational building where there is restricted access;
- (f) excessive periods of inclement weather; or
- (g) unexpected delays causing the Employer to fall behind the principal's work program.

### **38. Shift-Work**

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38.1 Where it is necessary that work is performed in shifts the following conditions will apply.

38.2 For the purposes of this clause:

- (a) **afternoon shift** means a shift commencing at or after 1:00 p.m. and before 3:00 p.m.;

- (b) **night shift** means a shift commencing at or after 3:00 p.m. and before 11:00 p.m.;
  - (c) **early morning shift** means a shift commencing at or after 11:00 p.m. and before 4:30 a.m.;
  - (d) **morning shift** means a shift commencing at or after 4:30 a.m. and before 6:00 a.m.; and
  - (e) **early afternoon shift** means a shift commencing at or after 11:00 a.m. and before 1:00 p.m..
- 38.3 When an Employee is employed continuously (inclusive of public holidays) for five (5) shifts Monday to Friday, the following rates will apply:
- (a) afternoon, night and early morning shift: 150% of the hourly rate prescribed in Appendix A for the Employee's classification plus any all-purpose allowance payable to the Employee;
  - (b) morning and early afternoon shift: 125% of the hourly rate prescribed in Appendix A for the Employee's classification plus any all-purpose allowance payable to the Employee.
- 38.4 Where a job finishes after proceeding on shiftwork for more than five (5) consecutive days or the Employer terminates the Employee's services during the week, the Employee must be paid at the rate specified in clause 38.3 for the time actually worked.
- 38.5 In the case of broken shifts (i.e. less than 36 ordinary hours worked over five (5) consecutive shifts Monday to Friday) work will be paid as follows:
- (a) From commencement of this Agreement, all such work will be paid at the rate of time and a half for the first two (2) hours and double time thereafter; and
  - (b) From 1 January 2025, all work will be paid at the rate of double time.
- 38.6 The ordinary hours of shiftwork will be eight (8) hours daily inclusive of meal breaks. Provided where shiftwork comprises three (3) continuous and consecutive shifts of eight (8) hours each per day, 0.8 of each shift will accrue towards a rostered off shift and crib time of 20 minutes duration will be allowed on each shift and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this Agreement.
- 38.7 An Employee must be given at least 48 hours' notice of the requirement to work shiftwork.
- 38.8 The hours for shift-workers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the Employer, provided that notice of such alteration must be given to the Employee not later than the ceasing time of their previous shift.
- 38.9 For all work performed on a Saturday, Sunday or Public Holiday, the normal rates of pay applicable to weekend overtime and Public Holiday apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, will be regarded as a Friday shift.
- 38.10 All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at double time (excluding shift rates).
- 38.11 The provisions of this Agreement relating to hours of work and leave will apply to Employees working shiftwork.
- 38.12 Meal Break**
- At no later than five (5) hours after the commencement of each shift there must be a cessation of work of 30 minutes duration to allow shift-workers to take a meal break which will be counted as time worked.
- 38.13 The provisions of clause 36.6, will apply in the case of shift-workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:
- (a) for the purpose of changing shift rosters;

- (b) where a shift-worker does not report for duty and a day worker or a shift-worker is required to replace such shift-worker; or
  - (c) where a shift is worked by arrangement between the Employees themselves.
- 38.14 Where Employees are performing shift work adequate numbers of properly qualified First Aid Officers must be in attendance.
- 38.15 All Employees finishing shift-work after 11:00 p.m. will be provided with a hot meal or payment of the Meal Allowance provided in clause 29 in lieu of this entitlement.

## PART 7 – LEAVE & PUBLIC HOLIDAYS

### 39. Annual Leave

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- 39.1 An Employee is entitled to accrue a period of four (4) weeks Annual Leave for each 12 months continuous service with the Employer (less the period of Annual Leave), which is the equivalent of 2.769 hours pay for each completed period of 36 ordinary hours.
- 39.2 An Employee working as a continuous shift-worker will be entitled to accrue an additional week of Annual Leave for each 12 months continuous service with the Employer, which is equivalent to 0.692 hours pay for each completed week as a continuous shift-worker.
- 39.3 An Employee's entitlement to Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 39.4 Before going on leave the Employee will be paid:
- (a) the Employee's base rate of pay and any All-Purpose allowance that they would normally receive;
- PLUS**
- (b) a loading of 20% on the amounts provided in clause 39.4(a).
- 39.5 Where an Employee is on Annual Leave, the Employer must continue to pay:
- (a) Redundancy contributions pursuant to clause 19 – Redundancy;
  - (b) Superannuation contributions pursuant to clause 32 – Superannuation; and
  - (c) Long Service Leave contributions.
- 39.6 For the avoidance of doubt, when an Employee is on Annual Leave, the Employee will continue to accrue:
- (a) Rostered Days Off;
  - (b) Annual Leave; and
  - (c) Personal Leave.
- 39.7 Annual Leave will be given and taken as agreed between the Employer and Employee.
- 39.8 A request by an Employee to take Annual Leave will not be unreasonably refused by the Employer.
- 39.9 If a Public Holiday is observed on an ordinary working day during a period of annual leave, the leave is increased by one (1) day for each such holiday.
- 39.10 On termination, an Employee will be paid out any untaken leave in full (whether proportionate or accrued), together with the leave loading prescribed by clause 39.4(b).
- 39.11 Once per calendar year and upon authorisation from the Employer, an Employee may elect in writing to convert all except four (4) weeks (144 hours) of accrued Annual Leave entitlements to a cash payment. If the Employee elects to convert Annual Leave to a cash payment, payment must be made by the Employer to the Employee in the next pay cycle.

### 39.12 Christmas/New Year Close Down

- (a) The Employer may require all or most Employees to take their Annual Leave at the same time where it is reasonable so that the Employer can close a workplace or part of a workplace or reduce the number of Employees in a workplace for a Christmas/New Year Close Down.
- (b) The Employer must give two (2) months of notice to each Employee of a close-down of the kind described in clause 39.12(a).

- (c) When the workplace is closed in accordance with the requirements of this clause, Employees must take Annual Leave to which they are entitled or take unpaid leave.
- (d) If an Employee is employed for less than one (1) year, any leave they take will be proportionate to their length of service and if such leave is not equal to the leave given to other Employees, they will not be entitled to work or pay whilst other Employees are on leave in accordance with this clause.
- (e) If an Employee requests, then all monies that will become due to an Employee during the Christmas/New Year Close Down must be paid in advance on the last pay day prior to the Christmas/New Year Close Down.

### **39.13 Casuals Excluded**

The provisions of this clause will not apply to casual Employees.

## **40. Personal Leave**

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40.1 Personal Leave is leave consisting of:

(a) **Cumulative Personal Leave**

Ten (10) days paid leave per year (cumulative) for use by an Employee (other than a casual) as:

- (i) Sick Leave; or
- (ii) Carer's Leave;

and in addition:

(b) **Unpaid Carer's Leave:**

Up to two (2) days unpaid Carer's Leave for each occasion.

### **40.2 Sick Leave**

- (a) An Employee (other than a casual) will be entitled to use Cumulative Personal Leave as Sick Leave for absences on account of personal illness or injury (except where the Employee is receiving workers' compensation).
- (b) An Employee will, as far as practicable, inform the Employer of the Employee's inability to attend for duty, and, as far as practicable, state the nature of the illness or injury and the estimated duration of the Employee's absence.
- (c) Proof of entitlement will, if required, be supplied by the Employee to the Employer. Proof will be in the form of a certificate from a Medical Practitioner or a statutory declaration where it is not reasonably practicable to supply a certificate from a Medical Practitioner.

### **40.3 Paid Carer's Leave**

- (a) An Employee (other than a casual) will be entitled to use Cumulative Personal Leave each year as Carer's Leave to provide care and support for an immediate family or household member (Carer's Leave) because of:
  - (i) a personal illness, or injury; or
  - (ii) an unexpected emergency.
- (b) Where requested by the Employer in advance, the Employee will establish by production of a medical certificate or statutory declaration, the nature of the illness, injury, or emergency and that the illness, injury, or emergency is such to require care.
- (c) In normal circumstances, an Employee will not take Carer's Leave under this clause where another person has taken leave to care for the same person.

- (d) The Employee will, wherever practicable, give the Employer notice prior to the absence of their intention to take Carer's Leave, the name of the person requiring care and their relationship to the Employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### **40.4 Unpaid Carer's Leave**

- (a) An Employee (including a casual Employee) is entitled to take up to two (2) days unpaid Carer's Leave on each occasion an immediate family or household member requires care or support because of:
  - (i) a personal illness or injury; or
  - (ii) an unexpected emergency.
- (b) An Employee may be entitled to further unpaid Carer's Leave upon agreement with the Employer.

#### **40.5 Compassionate Leave**

- (a) An Employee (including a casual Employee) is entitled to take up to two (2) days Compassionate Leave for each occasion when:
  - (i) a member of the Employee's immediate family or a member of the Employee's household:
    - A. contracts or develops a personal illness that poses a serious threat to their life;
    - B. sustains a personal injury that poses a serious threat to their life;
    - C. dies; or
  - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
  - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b) However, the Employee is entitled to paid Compassionate Leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of a matter referenced in subsection 39.5(a).
- (c) A casual Employee is entitled to unpaid compassionate leave in accordance with the NES.

#### **40.6 Accrual**

- (a) Subject to clause 40.6(b), Cumulative Personal Leave accrues as follows:
  - (i) one (1) day per month at the beginning of each of the first ten (10) months of employment; and
  - (ii) ten (10) days at the beginning of each subsequent year.
- (b) If an Employee is terminated by the Employer and is re-engaged by the same Employer within a period of six (6) months:
  - (i) the Employee's unclaimed balance of Cumulative Personal Leave will continue from the date of re-engagement; and
  - (ii) the Employee's next year of service will accumulate after a total of 12 months has been served with that Employer (excluding the period of interruption in service).
- (c) The balance of any year's unused Cumulative Personal Leave accumulates and may be taken in subsequent years.

- (d) Unpaid Carer's Leave and Compassionate Leave accrue on each occasion mentioned in clauses 40.4 and 40.5 respectively.

#### **40.7 Payment**

When an Employee takes paid Personal Leave or Compassionate Leave (other than a casual), the Employer must continue to pay:

- (a) the Employee's base rate of pay and any all-purpose allowance that they would normally receive;

#### **PLUS**

- (b) Redundancy contributions pursuant to clause 19 – Redundancy;
- (c) Superannuation contributions pursuant to clause 32 – Superannuation; and
- (d) Long Service Leave contributions.

40.8 For the avoidance of doubt, when an Employee is on paid Personal Leave, the Employee will continue to accrue:

- (a) Rostered Days Off;
- (b) Annual Leave; and
- (c) Personal Leave.

#### **40.9 Payout of Accrued Personal Leave on Termination**

An Employee will be paid out any accrued Personal Leave on termination.

#### **40.10 Conversion of Cumulative Personal Leave to Cash Payment**

Prior to Christmas, and upon authorisation from the Employer, an Employee may elect in writing to convert all except 15 days (108 hours) of accrued Personal Leave entitlements to a cash payment. If the Employee elects to convert Personal Leave to a cash payment, payment must be made by the Employer to the Employee on the last pay day before Christmas. Each cashing out of paid Personal Leave by an Employee in accordance with this clause must be by a separate election by the Employee.

40.11 Definition of Immediate Family

**Immediate Family** includes:

- (a) spouse (including a former spouse, a de-facto spouse and a former de-facto spouse) of the Employee. For the purposes of this Agreement, a de-facto spouse includes a person of the same sex to the Employee who lives with the Employee as their partner on a bona fide domestic basis; and
- (b) child or adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling, of the Employee or the Employee's spouse (including a former spouse, a de facto spouse and a former de-facto spouse).

### **41. Parental Leave**

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41.1 An Employee is entitled to:

- (a) unpaid maternity, paternity and adoption leave in connection with the birth or adoption of a child in accordance with the provisions of the Act; and
- (b) paid Parental Leave in accordance with the provisions of the *Paid Parental Leave Act 2010* (Cth) (**PPL Act**) as amended from time to time.

41.2 An Employee may use accrued Annual Leave for the purposes of Parental Leave.

41.3 The provisions of clause 19 – Redundancy, clause 32 – Superannuation, clause 39 – Annual Leave, clause 40 – Personal Leave, clause 43 – Public Holidays and clause 40.5 – Compassionate Leave do not accrue during unpaid Parental Leave.

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

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42.1 For the purposes of this clause, ‘**family and domestic violence**’ means:

- (a) violent, threatening or other abusive behaviour by certain individuals known to an employee that both:
  - (i) seeks to coerce or control the employee; and
  - (ii) causes them harm or fear.
- (b) The individual known to the employee could be:
  - (i) an Employee’s close relative;
  - (ii) a member of the Employee’s household, or
  - (iii) a current or former intimate partner of the Employee.

42.2 For the purposes of this clause:

- (a) a ‘**close relative**’ means an employee’s:
  - (i) member of their immediate family, including a family relative (such as parents, grandparents, siblings, children and grandchildren);
  - (ii) current or former spouse or de-facto partner’s child, parent, grandparent, grandchild or sibling; or
  - (iii) kin, according to Aboriginal or Torres Strait Islander kinship rules.
- (b) a ‘**current or former intimate**’ partner of the employee means an employee’s:
  - (i) spouse or former spouse;
  - (ii) de-facto partner or former de-facto partner; or
  - (iii) domestic or former domestic partner where the relationship was intimate (and may be or have been sexual in nature).

## **42.3 Confidentiality**

The Employer must take all reasonable measures to ensure personal information concerning an Employee’s experience of family and domestic violence is kept confidential. For the avoidance of doubt, payslips must not mention paid family and domestic violence leave, including any leave taken and leave balances.

## **42.4 Leave**

- (a) An Employee experiencing family and domestic violence will have access to family and domestic violence leave to attend legal proceedings, counselling, and appointments with a medical, financial or legal practitioners, the making of safety arrangements (including relocation).
- (b) An Employee will be entitled to ten (10) days’ paid family and domestic violence leave immediately in each 12-month period. For the avoidance of doubt, paid family and domestic violence leave does not accumulate from year to year; and all Employees will be entitled to the benefit of this clause in full.

42.5 An Employee take family and domestic violence leave as consecutive or single days or as a fraction of a day.

42.6 Additionally, an Employee can access:

- (a) accrued Annual Leave;
- (b) banked RDOs; or
- (c) leave without pay,  
when taking family and domestic violence leave.
- (d) The Employee will give as much notice as reasonably possible prior to taking family and domestic violence leave.
- (e) In addition, the Employer may require the Employee to produce evidence to support the need for family and domestic violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration. Any information collected will be handled with the utmost care and will be stored privately to maintain confidentiality.

### **43. Public Holidays**

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- 43.1 An Employee, other than a casual Employee will be entitled to the following holidays without deduction of ordinary pay:
- |                      |   |
|----------------------|---|
| (a) Australia Day;   | (h) Western Australia Day;  |
| (b) Labour Day;      | (i) Sovereign's Birthday;   |
| (c) Good Friday;     | (j) Christmas Day;  |
| (d) Easter Saturday; | (k) Boxing Day;   |
| (e) Easter Sunday;   | (l) New Year's Day; and   |
| (f) Easter Monday;   | (m) any day or part day proclaimed by the Governor to be a public or bank holiday under the <i>Public and Bank Holidays Act 1972</i> (WA) |
| (g) Anzac Day;       |   |
- 43.2 Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 43.3 Where Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 43.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 43.5 Where substitution occurs as in clauses 43.2 to 43.4, work on the Saturday or Sunday will be paid at double time and a half and the Employee will also be entitled to the benefit of the substitute Public Holiday.
- 43.6 When Easter Friday or Easter Monday falls on 25 April, being ANZAC Day, a holiday in lieu thereof will be observed on the next Tuesday.
- 43.7 The Employer and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees covered by this Agreement will constitute agreement. Such agreement will be recorded in writing and be available to every affected Employee and the Union.
- 43.8 Where the Employer terminates the employment of an Employee (except for reasons of serious misconduct, proof of which will lie upon the Employer), the Employer will pay the Employee a day's Ordinary Time Earnings for each holiday prescribed by clause 43.1 or each holiday in a

group as prescribed by clauses 43.9 to 43.10, which fall within ten (10) consecutive calendar days after the day of termination.

43.9 Where any two (2) or more of the holidays prescribed in this clause occur within a seven (7) day span, such holidays will for the purpose of this clause be a group of holidays. If the first day of the group of holidays falls within ten (10) consecutive days after termination, the whole group will be deemed to fall within the ten (10) consecutive days.

43.10 Christmas Day, Boxing Day and New Year's Day will be regarded as a group.

#### **43.11 Payment**

Payment for Public Holidays will include:

(a) the Employee's base rate of pay and any all-purpose allowances that they would ordinarily receive;

#### **PLUS**

(b) Redundancy contributions pursuant to clause 19 – Redundancy; and

(c) Superannuation contributions pursuant to clause 32 – Superannuation; and

(d) Long Service Leave contributions.

43.12 For the avoidance of doubt when an Employee is on a Public Holiday, the Employee will continue to accrue:

(a) Rostered Days Off;

(b) Annual Leave; and

(c) Personal Leave.

#### **44. Picnic Day**

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

(a) the first Monday in December of each year shall be the Building Industry Picnic Day;

(b) all Employees shall, as far as practicable, be given and shall take this day as a scheduled RDO; and

(c) any Employee required to work on this day shall be paid at the rate of double time and a half, provided that an Employee who attends for work as required on this day shall be paid for not less than four (4) hours work.

#### **45. Community Service and Jury Service**

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45.1 Community Service leave will be in accordance with the NES.

45.2 The Employer will comply with the provisions of the *Juries Act 1957* (WA).

45.3 An Employee will notify the Employer as soon as possible of the date upon which they are required to attend for jury service and will provide the Employer proof of their attendance and the duration of such attendance.

#### **46. Long Service Leave**

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46.1 Long Service Leave benefits will be as provided by the *Construction Industry Portable Paid Long Service Leave Act 1985* (WA), as in force from time to time.

#### **46.2 Continuing Payments and Accruals**

(a) When an Employee takes Long Service Leave the Employer must continue to pay:

(b) Redundancy contributions pursuant to clause 19 – Redundancy;

- (c) Superannuation contributions pursuant to clause 32 – Superannuation; and
- (d) Long Service Leave contributions.

46.3 When an Employee takes Long Service Leave, the Employee will continue to accrue:

- (a) Rostered Days Off;
- (b) Annual Leave; and
- (c) Personal Leave.

## PART 8 – TRAINING AND RELATED MATTERS

### 47. Training and Related Matters

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- 47.1 It is recognised that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. The importance of the apprenticeship system to the construction industry is also recognised. To this end:
- (a) the Employer is committed to providing Employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed (i.e. Construction Training Australia endorsed) competency standards and curriculum;
  - (b) the Employer will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning);
  - (c) the Employer will use accredited training providers acceptable to the Parties to provide training as contemplated by this clause to Employees;
  - (d) training provided will be consistent with the Employer's business requirements, relevant to the work of the Employees, consistent with the skills development of each Employee and with applicable national competency standards;
  - (e) training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;
  - (f) if an approved training activity is undertaken during ordinary working hours, the Employee/s concerned will not suffer any loss of pay;
  - (g) approved training activities undertaken outside of ordinary hours will be paid at single time or may, with the consent of the Employer, be taken as time off in lieu of payment. Provided that the scheduling of time off must be consistent with the needs of the business and be by agreement with the Employer;
  - (h) training costs of courses approved by the Employer will be met by the Employer;
  - (i) if the Employee undertakes training on an RDO, the Employee is entitled to take the RDO in lieu, before the next scheduled RDO falls.
- 47.2 In furtherance of the objectives of clause 47.1, and as a further initiative to enhance the employment and career path opportunities of the Employees covered by this Agreement, the Parties will continue to facilitate on-going training to improve work health and safety in the industry and to improve Employees work skills so as to advance progression to higher industry skill levels.
- 47.3 To support the cost of these training initiatives, the Employer will make weekly payments for each Employee covered by this Agreement to the Construction Skills Training Centre (CSTC) to support that body's continued training funding initiatives at the rate of **\$12.00** per week per Employee.
- 47.4 The Employer will encourage Employees to undertake health and wellbeing training in accordance with the provisions of clause 47.1.
- 47.5 Asbestos and Silica Awareness Training**
- (a) The Employer agrees to schedule an agreed asbestos/silica training course.
  - (b) Training will be undertaken within three (3) months:
    - (i) of the commencement of this Agreement for each current Employee, who has not already participated in such training; or
    - (ii) of a new Employee commencing employment.

**47.6 Suicide Prevention Awareness**

The Parties recognise that suicide prevention of Employees in the construction industry is an important issue. The Employer agrees to provide awareness training to recognise potentially suicidal behaviour and the basic skills to ensure Employees are safe.

**47.7 Workplace Impairment Training**

The Employer will provide, through a provider agreed by the Parties, regular and ongoing awareness, education and impairment training to all Employees. Impairment awareness and policy information sessions will be delivered to all Employees (including supervision and management), contractors, labour-hire worked every five (5) years.

## **PART 9 – GENERAL EMPLOYMENT AND AGREEMENT ARRANGEMENTS**

### **48. Clothing Issue, Safety Footwear and Equipment**

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#### **48.1 Mandatory Equipment**

- (a) All Employees engaged to work on site will be supplied by the Employer with appropriate safety footwear and safety helmets before commencing work on a Project.
- (b) These items must be worn at all times as instructed during the site induction process. Damaged helmets will be replaced on demand.

#### **48.2 Work Clothing**

- (a) The following items must be supplied to each daily-hire or weekly-hire Employee by the Employer upon completion of 14 calendar days work:
- (b) three (3) long sleeve shirts with a collar that must be replaced on a fair wear and tear basis;
- (c) three (3) long pants that must be replaced on a fair wear and tear basis; and
- (d) one (1) bluey jacket per year (for all Employees engaged on Projects between 1 April and 30 September).
- (e) Clothing must be fitted by size and gender.
- (f) The Employer must also make available to each Employee, when requested, sunscreen lotion and sun brims to fit over their safety helmets.
- (g) The Employer must not agree with Employees to pay cash in lieu of supplying clothing and footwear in accordance with this clause.

#### **48.3 Personal Protective Equipment**

The Employer will be required to provide the following personal protective equipment (SAA approved) for use, when necessary, by Employees during the performance of their required duties:

- (a) safety helmets;
- (b) ear/hearing protection;
- (c) gloves;
- (d) skin protective cream/sunscreen (30+ rating);
- (e) UV-rated safety glasses or, at an Employee's request UV-rated clip-ons suitable to overlay prescription glasses;
- (f) high quality safety boots that must be replaced on a fair wear and tear basis; and
- (g) any other PPE required to perform work safely.

### **49. Tool Storage**

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**49.1** The Employer will provide, where reasonably necessary and practicable, a suitable and secure waterproof lock-up solely for the purpose of storing Employees' tools.

**49.2** Where an Employee is absent from work because of illness, injury or accident and has advised the Employer, the Employer will ensure as reasonably practicable that the Employee's tools are securely stored during their absence.

## **50. Workplace Harassment**

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- 50.1 The Employer will:
- (a) use its best endeavours to ensure that Employees are provided with an environment which is free from any form of unlawful discrimination, harassment or bullying (**Workplace Harassment**);
  - (b) establish a Workplace Harassment policy, which will include procedures for dealing with any grievances; and
  - (c) use its best endeavours to ensure each Employee is aware and understands their rights and obligations in relation to Workplace Harassment.

## **51. Counselling and Disciplinary Procedures**

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- 51.1 The Employer recognises the importance of clear and understood counselling and disciplinary procedures.
- 51.2 The Employer will comply with the counselling and disciplinary procedures established in Appendix D – Counselling and Disciplinary Procedures.

## **52. Rehabilitation Program**

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- 52.1 The Employer will implement a workers' compensation rehabilitation policy.
- 52.2 The Employer is committed to ensuring that the rehabilitation of injured workers is an accepted practice, and that suitable duties will be provided when available.
- 52.3 It is accepted that the person responsible for the management of rehabilitation cases must be adequately trained to do the job. If such a person is not available within the Employer, then the services of an appropriate rehabilitation co-ordination service will be used.

## **53. All-In Payments (calculation of default rate)**

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- 53.1 All-In-Payments to Employees will not be made. All-In-Payments are defined as an hourly rate or piece work which is meant to cover wages, allowances, conditions (such as annual leave, personal leave etc.) or a combination of the foregoing.

## **54. Industry Fund Compliance**

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- 54.1 The Employer shall ensure that all its Employees covered by this Agreement are compliant with the industry schemes ReddiFund, Cbus, MyLeave and CSTC.
- 54.2 It is acknowledged that information confirming compliance (i.e. registration and contribution status) may be provided by the industry scheme(s) to the Parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- 54.3 On commencement, and in accordance with fund procedures, the Employer will register the Employee(s) with the relevant industry funds. These are Cbus for superannuation, ReddiFund for redundancy, MyLeave for Long Service Leave and the CSTC for training entitlements.
- 54.4 It is a specific requirement that the Employer shall ensure all payments to the above industry funds are up to date and made in full in accordance with the relevant trust deed or scheme for each fund.
- 54.5 Where an Employee or their representative raises a concern in respect of:
- (a) an Employee's entitlements;
  - (b) the Employer's compliance with payments; or
  - (c) an Employee's registration with the fund,

the Employer shall provide to the Employee (or the Employee's representative) all relevant information to assist in resolving any concerns.

**54.6 Failure to Make Payments to Industry Funds etc.**

If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with clauses 19 – Redundancy, 32 – Superannuation, 46 – Long Service Leave and 47 – Training and Related Matters, the following procedures will apply:

- (a) the person or their representative must notify the Employer in writing of the alleged non-compliance and what must be done to remedy it; and
- (b) the Parties must consult in good faith in an effort to resolve the matter.

54.7 Any disputes related to this clause shall be dealt with in accordance with clause 10 – Dispute Settlement Procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amounts is owing or outstanding as quickly as practicable.

**54.8 Additional Remedy for Non-Compliance with industry funds**

If the Employer does not contribute the amounts in accordance with this Agreement, the relevant trust deed and the fund or scheme, the Employer shall be liable to make the appropriate contributions immediately upon notification of the non-compliance. Further, the Employer shall pay the earnings on the relevant trust deed and fund or scheme that accrue during non-payment. The requirement for the Employer to make retrospective payments shall not limit any action which may be available in relation to death, disablement or any other cover existing within the terms of the relevant fund.

**55. No Extra Claims**

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55.1 This Agreement is intended to deal comprehensively with all the matters which pertain to the employment relationship between the Employer and its Employees. The Parties acknowledge and agree that this Agreement is in full and final settlement of all matters, claims and demands however described whether or not any matter, claim or demand is specifically addressed within this Agreement.

55.2 The Parties must not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship. The Parties further undertake to not, during the life of this Agreement, initiate any campaigns of industrial action intended to secure new and improved rates and conditions during the term of this Agreement.

**56. No Reduction**

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56.1 No Employee shall suffer a reduction to their existing income as a result of the provisions in this Agreement.

**57. Signatories**

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**Signed on behalf of OCC WA Pty Ltd:**

Name (print): LUICE LWINGSTON  
Address:  Level 10 26 St Georges Terrace, Perth WA 6000  
Position: Director  
 (basis of authority to sign)  
Signature: \_\_\_\_\_  
Date: 4.7.2024

**Signed on behalf of the Union:**

Name (print): Michael (Mick) Buchan  
Address: Trades Hall, 74 Beaufort Street, Perth WA 6000  
Position: State Secretary  
(basis of authority to sign)  
Signature:   
Date: 4 July 2024

## Appendix A – WAGES & CLASSIFICATION STRUCTURE

Classification	CW Level	Relativity	Hourly Rate			
			From Operative Date	From 31/12/2024	From 31/12/2025	From 31/12/2026
<b>NON-TRADES</b>						
<b>Construction Worker Level 1</b>						
Trades Labourer, Builders Labourer, Nipper, Concrete Gang, Concrete Floater, Concrete Formwork Stripper						
Upon commencement in the industry	CW1(a)	85%	\$34.74	\$36.47	\$38.30	\$40.21
After three (3) months in the industry	CW1(b)	88%	\$35.96	\$37.76	\$39.64	\$41.63
After 12 months in the industry	CW1(c)	90%	\$36.78	\$38.62	\$40.55	\$42.58
Upon fulfilling the substantive requirements of Construction Worker 1	CW1(d)	92.4%	\$37.76	\$39.65	\$41.63	\$43.72
<b>Construction Worker Level 2</b>						
Scaffolder, Steel Fixer, Concrete Finisher, Concrete Cutting Machine Operator's Assistant, Concrete Pumper						
Upon fulfilling the substantive requirements of CW2	CW2	96%	\$39.24	\$41.20	\$43.26	\$45.42
<b>Construction Worker Level 3</b>						
Rigger, Dogger, Concrete Cutting Machine Operator						
Upon fulfilling the substantive requirements of CW3	CW3	100%	\$40.87	\$42.91	\$45.05	\$47.31

**Note 1:** Experience in the industry includes experience in any classification.

**Note 2:** Employees who commenced employment prior to the commencement of this Agreement will be paid no less than CW1(d).

Classification	CW Level	Relativity	Hourly Rate			
			From Operative Date	From 31/12/2024	From 31/12/2025	From 31/12/2026
<b>TRADES</b>						
<b>Construction Worker Level 3</b> (inclusive of tool allowance)						
Plasterer, Fixer, Tiler	CW3	100%	\$41.95	\$44.05	\$46.25	\$48.57
Painter, Glazier, Signwriter	CW3	100%	\$41.18	\$43.24	\$45.41	\$47.68
Carpenter/Roofer	CW3	100%	\$42.20	\$44.31	\$46.52	\$48.85
Bricklayer	CW3	100%	\$41.81	\$43.90	\$46.10	\$48.40
Stonemason	CW3	100%	\$43.65	\$45.83	\$48.12	\$50.53
Tradesperson (other)	CW3	100%	\$41.95	\$44.05	\$46.25	\$48.57
<b>Construction Worker Level 4</b>						
Marker/Setter Out	CW4	105%	\$42.91	\$45.06	\$47.31	\$49.67
<b>Construction Worker Level 5</b>						
Special Class Tradesperson	CW5	110%	\$44.96	\$47.20	\$49.57	\$52.04
<b>PLANT &amp; CRANES</b>						
<b>Construction Worker Level 2</b>						
Construction Worker Level 2	CW2	96%	\$39.24	\$41.20	\$43.26	\$45.42
<b>Construction Worker Level 3</b>						
Mechanical Plant Operator Groups 1&2, Winch Driver, Mobile Hydraulic Platform Operator, Forklift Driver	CW3	100%	\$40.87	\$42.91	\$45.05	\$47.31
<b>Construction Work Level 4</b>						
Mobile Concrete Boom Pump Operator, Mechanical Plant Operator Groups 3&4, Mobile Crane Operators up to 15t	CW4	105%	\$42.91	\$45.06	\$47.31	\$49.67
<b>Construction Worker Level 5</b>						
Mechanical Plant Operator Groups 5&6, Mobile Crane Operators 15 to 100t	CW5	110%	\$44.95	\$47.20	\$49.56	\$52.04
<b>Construction Worker Level 6</b>						
Mobile Crane Operators 100 up to 180t	CW6	115%	\$47.00	\$49.35	\$51.81	\$54.41
<b>Construction Worker Level 7</b>						
Tower Crane Crew (Operators & Dogman/Crane Hands), Mobile Crane Operator 180 up to 220t	CW7	120%	\$49.04	\$51.49	\$54.07	\$56.77

## SUMMARY OF BENEFITS AND ALLOWANCES

Description	From 31.12.2023	From 31.12.2024	From 31.12.2025	From 31.12.2026
<b>Reddifund</b>				
19.3 – Redundancy (weekly)	\$81.00	\$85.00	\$89.00	\$93.00
19.6 – MBF	\$10.00	\$11.25	\$12.50	\$13.75
33.1 – Income Protection	\$25.00	\$25.00	\$25.00	\$25.00
<b>Fares and Travel Patterns Allowance (daily)</b>				
24.4 – Fares and Travel Pattern Allowance	\$30.00	\$31.50	\$33.08	\$34.73
24.5 – Use of own vehicle	\$1.07	\$1.12	\$1.18	\$1.24
24.6 – Radial Bands	\$0.64	\$0.67	\$0.70	\$0.74
<b>25 – Site Allowance (hourly)</b>				
\$50m up to \$100m	\$2.00	\$2.10	\$2.20	\$2.30
\$100m up to \$200m	\$4.00	\$4.20	\$4.40	\$4.60
\$200m and above	\$5.00	\$5.25	\$5.50	\$5.75
<b>26.5 – Multi-Storey Allowance (hourly)</b>				
First to 15 <sup>th</sup> floor level	\$0.64	\$0.67	\$0.71	\$0.74
16 <sup>th</sup> to 30 <sup>th</sup> floor level	\$0.77	\$0.81	\$0.85	\$0.89
31 <sup>st</sup> to 45 <sup>th</sup> floor level	\$1.19	\$1.25	\$1.31	\$1.38
46 <sup>th</sup> to 60 <sup>th</sup> floor level	\$1.54	\$1.62	\$1.70	\$1.78
From 61 <sup>st</sup> floor level	\$1.88	\$1.97	\$2.07	\$2.18
<b>26.7 – Towers Allowance (hourly)</b>				
0-15m	\$0.80	\$0.84	\$0.88	\$0.93
Every 15m thereafter	\$0.80	\$0.84	\$0.88	\$0.93
<b>27 – First Aid Allowance (daily)</b>				
HSR and designated First Aiders	\$5.79	\$6.08	\$6.38	\$6.70
<b>28 – All-Purpose Leading Hand Allowance (hourly)</b>				
Not more than one person	\$0.95	\$1.00	\$1.05	\$1.10
Between 2 and 5 persons	\$1.67	\$1.75	\$1.84	\$1.94
Between 6 and 10 persons	\$2.15	\$2.26	\$2.37	\$2.50
More than 10 persons	\$2.85	\$2.99	\$3.14	\$3.30
<b>29 – Meal Allowance (daily)</b>				
1.5 hours after ordinary hours	\$24.04	\$25.24	\$26.50	\$27.82
<b>Appendix F – 1.1 – Heavy Block Allowance (hourly)</b>				
Over 5.5kg up to 9kg	\$0.97	\$1.02	\$1.07	\$1.13
9kg up to 18kg	\$1.79	\$1.88	\$1.97	\$2.07
Over 18kg	\$2.52	\$2.64	\$2.77	\$2.91

## Appendix B – APPRENTICE WAGE SCHEDULE

	From 31.12.2023	From 31.12.2024	From 31.12.2025	From 31.12.2026
<b>Carpenter, Stonemason Apprentice</b>				
Tool Allowance	\$1.33	\$1.39	\$1.46	\$1.53
First Year	\$22.48	\$23.60	\$24.78	\$26.02
<b>Hourly Rate (with tool allowance)</b>	<b>\$23.80</b>	<b>\$24.99</b>	<b>\$26.24</b>	<b>\$27.55</b>
Second Year	\$30.65	\$32.18	\$33.79	\$35.48
<b>Hourly Rate (with tool allowance)</b>	<b>\$31.98</b>	<b>\$33.57</b>	<b>\$35.25</b>	<b>\$37.02</b>
Third Year	\$36.78	\$38.62	\$40.55	\$42.58
<b>Hourly Rate (with tool allowance)</b>	<b>\$38.11</b>	<b>\$40.01</b>	<b>\$42.01</b>	<b>\$44.11</b>
<b>Plasterer, Fixer, Tiler Apprentice</b>				
Tool Allowance	\$1.09	\$1.14	\$1.20	\$1.26
First Year	\$22.48	\$23.60	\$24.78	\$26.02
<b>Hourly Rate (with tool allowance)</b>	<b>\$22.94</b>	<b>\$24.09</b>	<b>\$25.30</b>	<b>\$26.56</b>
Second Year	\$30.65	\$32.18	\$33.79	\$35.48
<b>Hourly Rate (with tool allowance)</b>	<b>\$31.74</b>	<b>\$33.32</b>	<b>\$34.99</b>	<b>\$36.74</b>
Third Year	\$36.78	\$38.62	\$40.55	\$42.58
<b>Hourly Rate (with tool allowance)</b>	<b>\$37.87</b>	<b>\$39.76</b>	<b>\$41.75</b>	<b>\$43.84</b>
<b>Bricklayer Apprentice</b>				
Tool Allowance	\$0.92	\$0.96	\$1.01	\$1.06
First Year	\$22.48	\$23.60	\$24.78	\$26.02
<b>Hourly Rate (with tool allowance)</b>	<b>\$23.42</b>	<b>\$24.59</b>	<b>\$25.82</b>	<b>\$27.11</b>
Second Year	\$30.65	\$32.18	\$33.79	\$35.48
<b>Hourly Rate (with tool allowance)</b>	<b>\$31.59</b>	<b>\$33.17</b>	<b>\$34.83</b>	<b>\$36.57</b>
Third Year	\$36.78	\$38.62	\$40.55	\$42.58
<b>Hourly Rate (with tool allowance)</b>	<b>\$37.72</b>	<b>\$39.61</b>	<b>\$41.59</b>	<b>\$43.67</b>
<b>Painter, Glazier, Signwriter Apprentice</b>				
Tool Allowance	\$0.32	\$0.33	\$0.35	\$0.37
First Year	\$22.48	\$23.60	\$24.78	\$26.02
<b>Hourly Rate (with tool allowance)</b>	<b>\$22.80</b>	<b>\$23.93</b>	<b>\$25.13</b>	<b>\$26.39</b>
Second Year	\$30.65	\$32.18	\$33.79	\$35.48
<b>Hourly Rate (with tool allowance)</b>	<b>\$30.97</b>	<b>\$32.51</b>	<b>\$34.14</b>	<b>\$35.85</b>
Third Year	\$36.78	\$38.62	\$40.55	\$42.58
<b>Hourly Rate (with tool allowance)</b>	<b>\$37.10</b>	<b>\$38.95</b>	<b>\$40.90</b>	<b>\$42.95</b>

**Note 1:** An adult apprentice (over 21 years of age) will not be paid a wage less than the wages payable to an Employee classified as a Construction Worker Level 1(d) Labourer under this Agreement.

# Appendix C – RDO CALENDARS

2024

JANUARY						
S	M	T	W	T	F	S
	1 PH	2 RDO	3 RDO	4 RDO	5 RDO	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26 PH	27
28	29 RDO	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12 RDO	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4 PH	5 RDO	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29 PH	30

APRIL						
S	M	T	W	T	F	S
	1 PH	2 RDO	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 PH	26 RDO	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13 RDO	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
30						1
2	3 PH	4 RDO	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

JULY						
S	M	T	W	T	F	S
	1 RDO	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12 RDO	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27 RDO	28
29	30 PH					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 RDO	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2 RDO	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 RDO	24 RDO	25 PH	26 PH	27 RDO	28
29	30 RDO	31 RDO				

Public Holidays	DLW	RDO	Picnic Day (RDO)	Xmas Shutdown
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5 RDOs are accrued and banked for the Employee's use.

# 2025

JANUARY						
S	M	T	W	T	F	S
			1 PH	2 RDO	3 RDO	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 PH	28 RDO	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10 RDO	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH						
S	M	T	W	T	F	S
30	31					1
2	3 PH	4 RDO	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 PH	19
20	21 PH	22 RDO	23 RDO	24 RDO	25 PH	26
27	28	29	30			

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10 RDO	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7 RDO	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 RDO	26	27	28	29	30

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 PH	30 RDO				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 RDO	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 RDO	25	26	27	28	29

DECEMBER						
S	M	T	W	T	F	S
30	1 RDO	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22 RDO	23 RDO	24 RDO	25 PH	26 PH	27
28	29 RDO	30 RDO	31 RDO			

Public Holidays	DLW	RDO	Picnic Day (RDO)	Xmas Shutdown
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**6 RDOs are accrued and banked for the Employee's use.**

## 2026

JANUARY						
S	M	T	W	T	F	S
				1 PH	2 RDO	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 PH	27 RDO	28	29	30	31

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9 RDO	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
1	2 PH	3 RDO	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3 PH	4
5	6 PH	7 RDO	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 PH	28 RDO	29	30		

MAY						
S	M	T	W	T	F	S
31					1	2
3	4	5	6	7	8	9
10	11 RDO	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JUNE						
S	M	T	W	T	F	S
	1 PH	2 RDO	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6 RDO	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 RDO	25	26	27	28	29

SEPTEMBER						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 PH	29 RDO	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 RDO	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7 RDO	8	9	10	11	12
13	14	15	16	17 RDO	18	19
20	21	22	23 RDO	24 RDO	25 PH	26
27	28 PH	29 RDO	30 RDO	31 RDO		

Public Holidays	DLW	RDO	Picnic Day (RDO)	Xmas Shutdown
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**8 RDOs are accrued and banked for the Employee's use.**

2027

JANUARY						
S	M	T	W	T	F	S
					1 PH	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 RDO	26	27	28	29	30

FEBRUARY						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 RDO	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
S	M	T	W	T	F	S
	1 PH	2 RDO	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26 PH	27
28	29 PH	30 RDO	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 PH	27 RDO	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10 RDO	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

JUNE						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7 PH	8 RDO	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 RDO	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 RDO	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 PH	28 RDO	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 RDO	26	27	28	29	30

NOVEMBER						
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6 RDO	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23 RDO	24 RDO	25
26	27 PH	28 PH	29 RDO	30 RDO	31 RDO	

Public Holidays	DLW	RDO	Picnic Day (RDO)	Xmas Shutdown
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9 RDOs are accrued and banked for the Employee's use.

## **Appendix D – COUNSELLING AND DISCIPLINARY PROCEDURES**

### **1. Intent**

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- 1.1 The intent of this procedure is to provide a fair and consistent process for dealing with misconduct or unsatisfactory performance.
- 1.2 It is the intention of the Parties that the dismissal of an Employee from their employment is to be exercised as a last resort and only after the procedures contained in this clause have been exhausted.

### **2. Representation**

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- 2.1 An Employee may seek representation from a representative (including a Union Delegate) of their choice at any stage of this procedure.

### **3. Counselling and Disciplinary Procedure**

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- 3.1 In the event that an Employee fails to maintain standards of conduct and/or standards of performance after the first six (6) months of employment under this Agreement the following procedures will apply:

#### **STEP ONE – Written Warning**

- (a) The Employer will have a discussion with the Employee in which it will advise the Employee of the allegation of misconduct or unsatisfactory performance.
- (b) The Employee will have the opportunity to respond to the allegations and provide an explanation.
- (c) If a satisfactory explanation is not provided, and subject to the facts being established, as well as taking into account any mitigating factors, the Employer may issue a written warning to the Employee concerned.

#### **STEP TWO – Further or Final Written Warning**

- (d) If the Employee fails to meet the standards of improvement in accordance with Step One in a reasonable period of time or engages in further misconduct, the Employer will have a further discussion with the Employee in which it will advise the Employee of its allegations.
- (e) If a satisfactory explanation is not provided, and subject to the facts being established, as well as taking into account any mitigating factors, the Employer may issue a further written warning.
- (f) If the Employee's misconduct or unsatisfactory performance is sufficiently serious, or there has been a previous written warning in the past 18 months relating to similar conduct or poor performance, the Employer may issue a final written warning.

#### **STEP THREE - Dismissal**

- (g) Where Step Two has been taken and the misconduct or unsatisfactory performance persists, the Employer will have a further discussion with the Employee in which it will advise the Employee of the allegations of persistent misconduct or unsatisfactory performance.
- (h) If a satisfactory explanation is not provided, and subject to the facts being established, as well as taking into account mitigating factors, the Employer may terminate the Employee's employment without further warnings.
- (i) A written notice of dismissal will be provided to the Employee at the time of the dismissal that details:
  - (j) the Employer's reasons for dismissing the Employee;
  - (k) whether the Employee will be required to work out the notice period or payment in lieu of notice will be made;

- (l) the amount of notice or payment in lieu of notice that will be made; and
  - (m) the date on which the dismissal is to take effect.
- 3.2 Subject to the individual circumstances and agreement between the Parties concerned, each step of the warning procedure may include counselling. In the event that counselling is required, Employees will be encouraged to access an employee assistance program, or other appropriate services.
- 3.3 **Written Warnings**
- Written warnings will include:
- (a) issues of concern;
  - (b) the standards of improvement required;
  - (c) the timeframe for any improvement to be met;
  - (d) if it is a final written warning, that failure to meet the standards of improvement required may lead to dismissal; and
  - (e) the date and time that the warning is issued.
- 3.4 Where a written warning has been issued, and no further disciplinary action is required for a period of eighteen (18) months, the written warning will be withdrawn.

#### **4. Serious and Wilful Misconduct**

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- 4.1 Serious misconduct is conduct that includes any of the following:
- (a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
  - (b) conduct that causes serious and imminent risk to:
  - (c) the health and safety of a person; or
  - (d) the reputation, viability or profitability of the Employer's business;
  - (e) the Employee, in the course of the Employee's employment, engaging in:
  - (f) theft;
  - (g) fraud; or
  - (h) assault.
  - (i) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
- 4.2 In the case of serious and willful misconduct, the following procedure will be followed:
- (a) the Employer will have a discussion with the Employee in which it will advise them of the alleged serious and willful misconduct. The Employer will ensure that the Employee has had a reasonable opportunity to be represented at this meeting by a representative of the Employee's choice (including a Union Delegate);
  - (b) the Employee will have the opportunity to respond to the allegation(s) and raise any mitigating factors;
  - (c) if appropriate, and after giving consideration to the Employee's response and any mitigating factors, the Employer may terminate the Employee's employment; and
  - (d) the Employer will provide to the Employee written notice of dismissal that, details the Employer's reasons for dismissing the Employee, whether the dismissal is to be summary in nature (that is without notice or payment in lieu of notice), and the date on which the dismissal is to take effect.

## **5. General**

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- 5.1 The Employer will take reasonable steps to educate Employer personnel who have the power to dismiss Employees on this procedure and the requirement to follow it prior to counselling, warning or dismissing an Employee.





## Appendix F – SPECIALIST ALLOWANCES

### 1. Heavy Block Allowance

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- 1.1 An Employee required to lift blocks (other than cindcrete blocks for plugging purposes) must be paid the following additional hourly allowance:

Weight of Block	From Operative Date	From 31.12.2024	From 31.12.2025	From 31.12.2026
Over 5.5kg up to 9kg	\$0.97	\$1.02	\$1.07	\$1.13
9kg up to 18kg	\$1.79	\$1.88	\$1.97	\$2.07
Over 18kg	\$2.52	\$2.64	\$2.77	\$2.91

## **Appendix G – FLEXIBLE WORKING ARRANGEMENT REQUEST FORM**

Date:

**Private & Confidential**

Employee Details:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Dear: \_\_\_\_\_

(Insert Manager's name)

### **Request for Flexible Working Arrangement**

I would like to request under section 65 of the *Fair Work Act 2009* (Cth) (**Act**) to work a flexible work arrangement that is different to my current working arrangement.

I am making this request to:

- To help me care for a child who is under school age;
- Because I am a carer (within the meaning of the *Carers Recognition Act 2010* (Cth));
- Because I am 55 years or older;
- Because I have a disability
- Because I am experiencing violence from a member of my family;
- To help me provide care or support to a member of my immediate family or a member of my household who is experiencing violence from their family.

I can confirm that I have worked continuously as an Employee for the last 12 months and am employed on a:

- Full-time basis;
- Part-time basis; or
- Casual basis on a regular and systematic basis.

I would like to start working:

Days per week: \_\_\_\_\_

Hours per day: \_\_\_\_\_

Span of hours: \_\_\_\_\_

These changes will assist me because:

I would like this working arrangement to start from:

I believe that that the effect on the business and my colleagues can be accommodated by:

(Identify ways the work can be performed, how your proposal may help the business or how you are committed to working hard to make the arrangements work well)

I would appreciate your response to this request, in accordance with the Act, within 21 days of today's date.

I am happy to discuss this matter at a time convenient. I am willing to discuss possible alternatives to the arrangements I have outlined, and I am also willing to work with you to make sure that this arrangement works effectively for both the business and me. Please contact:

Representative's  
details:

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Representative's  
contact:

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Yours sincerely,

Signature:

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Name:

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