



Austral Construction Pty Ltd
Enterprise Agreement WA
2023

PART I Agreement Formalities

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1. Title

This Agreement shall be known as the Austral Construction Pty Ltd Enterprise Agreement WA 2023.

2. Parties Bound

This Agreement is binding upon:

- (a) Austral Construction Pty Ltd ("**the Company**");
- (b) Employees of the Company who are employed in the classifications of this Agreement,

in respect of construction and demolition work performed throughout Western Australia.

3. Definitions

In this Agreement, unless the contrary intention appears:

- (a) "**Agreement**" means the Austral Construction Pty Ltd Enterprise Agreement WA 2023, including its schedules;
- (b) "**Award**" means the Building and Construction General On-site Award 2020;
- (c) "**Casual employee**" means an employee engaged on an hourly basis pursuant to clause 9.4 of this Agreement;
- (d) "**Commission**" means the Fair Work Commission;
- (e) "**Company**" or "**Employer**" means Austral Construction Pty Ltd (ACN 075 340 724);
- (f) "**Employee**" means a full-time, part-time or casual employee of the Company;
- (g) "**Employee representative**" means a person that an employee nominates as their representative;
- (h) "**Inclement weather**" means:
 - (i) inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions;
- (j) "**Ordinary hours**" means ordinary hours as defined in clause 17 of this Agreement;

- (k) **"NES"** means the National Employment Standards provided for by the *Fair Work Act 2009*;
- (l) **"Ordinary Time Rate"** means the base, full-time and part-time hourly wage set out at Schedules 1 and 2 of this Agreement;
- (m) **"Remote Work"** means work that is referred to in clause 15 of this Agreement;
- (n) **"Week's pay"**, in relation to an employee whose employment is terminated, means the ordinary rate of pay for a standard week's work for that Employee at the time their employment is terminated;
- (o) **"26th Parallel"** refers to the circle of latitude that runs through Western Australia;

and terms that are defined in clause 2 – Definitions of the Award that are not defined in this Agreement shall apply as defined in clause 2 of the Award.

4. **Date of Operation**

This Agreement will commence operation on the seventh (7th) day after the day it is approved by the Fair Work Commission (**Commission**). The nominal expiry date of this Agreement is four (4) years after the day on which the Commission approves the Agreement.

5. **No Further Claims**

It is a term of this Agreement that the parties to this Agreement will not, for the duration of its operation, make or pursue any claims in respect of any subject matters that are covered by this Agreement. This includes claims relating to any matter that may be permitted under the *Fair Work Act 2009* (other than those required by the Act), changes arising from the introduction of modern awards and changes arising from variations to modern awards (including the Award) or decisions of the Commission. It is also a term of this Agreement that the parties will not take any industrial action in support of any claims for the duration of this Agreement.

6. **Entire Agreement**

- 6.1 This Agreement shall stand alone and no other award, transitional instrument, preserved state agreement or notional agreement preserving state awards shall have any effect in relation to Employees covered by this Agreement while this Agreement is in operation.
- 6.2 It is intended that the terms of this Agreement are exhaustive and that no other law, awards, orders or agreements apply to Employees subject to this Agreement. However, certain specific clauses of the Award are expressly incorporated into this Agreement and form part of its terms.

- 6.3 Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, references to entitlements provided for in the National Employment Standards (NES) and other legislation are:
- (a) For information only and do not incorporate those entitlements into this Agreement; and
 - (b) Not intended as a substitute for the detailed provisions of the NES and other legislation
- 6.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Anti-Discrimination

- 7.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

PART II Contract of Employment

8. Engagement

8.1 Employees will be employed in one of the following categories:

- (a) Full-time Employees;
- (b) Part-time Employees;
- (c) Casual Employees;
- (d) Fixed-term or fixed-task Employees.

8.2 Full-time Employees

Full-time Employees shall work, and be paid for, ordinary hours in accordance with clause 17, plus such overtime and shift work as may reasonably be required from time to time.

8.3 Part-time Employees

- (a) Subject to clause 43 (“Jump Up Agreement”), a part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.
- (b) The terms of this Agreement will apply pro rata to part time Employees on the basis of their ordinary hours compared to a full-time Employee’s hours. Part-time employees will be paid overtime in accordance with clause 21 of the Agreement when they work in excess, or outside of, their agreed hours each week.
- (c) Before commencing employment, the Company and the Employee shall agree in writing:
 - (i) that the employee may work part-time;
 - (ii) on the number of ordinary hours to be worked per week;
 - (iii) on the days to be worked;
 - (iv) on the starting and finishing times;
 - (v) upon the classification applying to the work to be performed; and
 - (vi) upon the period of part-time employment.
- (d) The terms of this Agreement may be varied by consent and in writing between the Company and the Employee. The Company will provide a copy of the Agreement and any agreed variation to the Employee.

8.4 Casual Employees

- (a) An Employee is a casual Employee if:
 - (i) an offer of employment made to the Employee is made on the basis that the Company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
 - (ii) the Employee accepts the offer on that basis; and
 - (iii) the Employee becomes an Employee as a result of that acceptance.
- (b) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (c) Casual Employees are assessed on the basis of the offer of employment and the acceptance of that offer and not on the basis of any subsequent conduct of either of the parties.
- (d) The Company, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.
- (e) A casual Employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carers leave, paid compassionate leave, paid community service leave, notice of termination and redundancy benefits.
- (f) A casual Employee is entitled to payment for a minimum of four hours' work per engagement.
- (g) A casual Employee must be paid a casual loading of 25% on their Ordinary Time Rate as outlined in the Schedules to this Agreement. The casual loading is paid as compensation for the absence of paid leave, notice of termination, redundancy benefits and public holidays not worked.
- (h) A casual Employee will be entitled to the relevant penalty rates prescribed by clauses 20 ("Public Holidays"), 21 ("Overtime") and 22 ("Shift Work") of this Agreement as the case may be, provided that where the:
 - (i) relevant penalty rate is time and a half, the casual Employee must be paid 1.75 times their Ordinary Time Rate;
 - (ii) relevant penalty rate is double time, the casual Employee must be paid 2.25 times their Ordinary Time Rate; or
 - (iii) relevant penalty rate is double time and a half, the casual Employee must be paid 2.75 times their Ordinary Time Rate.
- (i) To avoid doubt, the rates prescribed in clause 8.4 (h) incorporate the casual loading.

- (j) A casual Employee who has been engaged for a regular sequence of periods of employment during a period of six months has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (k) If clause 8.4 (j) is enacted, an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Company and Employee.
- (l) For the avoidance of doubt, where an Employee elects to, and does, convert to full time or part time employment, the Employee's entitlement to paid annual and personal leave accrual will commence on and from the time of conversion.

8.5 Fixed Term or Task

- (a) Employees may also be engaged on a fixed term or fixed task contract with no guarantee of ongoing employment beyond that term or task.
- (b) A fixed term Employee is engaged for a specific period of time, ordinarily as stated in their contract of employment. A fixed term Employee may be engaged on either a full-time or part-time basis.
- (c) A fixed task Employee is engaged to complete a specific task which is defined in their contract of employment. A fixed task Employee may be engaged on either a full-time or part-time basis.

8.6 General:

- (d) An employee not attending for duty or not performing work as directed shall not be paid for the actual time of non-attendance or non-performance, unless the Employee is on approved paid leave.
- (e) An employee shall perform all work and follow all directions that the Company reasonably requires of them, provided they are within the limits of the employee's skills, competence, training and statutory requirements.

9. Probationary Period

- 9.1 A probationary period of six (6) months applies to all new full-time and part-time employees.
- 9.2 During this period, either the employee(s) or the Company may terminate the contract of employment for any reason by providing notice in accordance with clause 24.

9.3 Probationary employees will accrue all their entitlements under this Agreement for the duration of the probationary period. Further, employees will be paid in accordance with their recognised and assessed skills and shall not otherwise be disadvantaged while on probation.

10. Leave

10.1 Annual Leave

- (a) Annual leave is provided for in the NES.
- (b) For each year of service, the NES entitles Employees (other than casuals) to:
 - (i) 4 weeks of paid annual leave; or
 - (ii) 5 weeks of paid annual leave if the Employee is a continuous shift worker. For the purposes of this clause and the NES, a continuous shift worker is defined as an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.
- (c) Under the NES, annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Annual leave does not accrue during any period of unpaid leave, unauthorised absence or workers' compensation.
- (d) Annual leave can be taken by agreement between the Company and Employee following a request by the Employee to take accrued annual leave.
- (e) Leave approval is subject to the operational requirements of the workplace but shall not be unreasonably withheld. Where an Employee works in accordance with a roster pattern, annual leave should, wherever possible, be taken in accordance with that roster pattern.
- (f) The parties acknowledge that it is not beneficial for employees to have extensive periods of work without taking annual leave. Annual Leave shall be given and taken in accordance with the Company's requirements. Annual leave should be taken at mutually convenient times.
- (g) Annual Leave is paid at the Ordinary Time Rate being paid to the employee immediately prior to the taking of the Annual Leave, plus 17½% loading.
- (h) Accrued but untaken annual leave will be paid out on termination of employment.

- (i) By written agreement with the Company, an Employee may elect to cash out part of the Employee's accrued annual leave entitlement each 12 months, provided that:
 - (i) paid annual leave cannot be cashed out if the cashing out would result in the Employee's remaining accrued annual leave balance being less than 4 weeks;
 - (ii) each instance of cashing out paid annual leave must be by a separate written agreement between the Company and the Employee; and
 - (iii) the Employee will be paid at least the full amount they would have been paid had they taken the leave.
- (j) At the Company's absolute discretion, approved Leave Without Pay (LWP) may be granted if the Employee has exhausted all of their accrued Annual Leave, and Rostered Days Off inclusive.

10.2 Shutdowns

- (a) Where the Company:
 - (i) intends to shut down all or part of its operation for a particular period in conjunction with the Christmas/New Year holidays (temporary shutdown period), which may include where a Client decides to close a site over this period; and
 - (ii) wishes to require affected employees to take paid annual leave during that period;

the Company will give affected employees at least 2 months' written notice of the temporary shutdown period, or any shorter period as agreed with the majority of relevant employees.

- (b) Where an Employee commences employment after the notice in 10.2(a) is given and they will be affected by the temporary shutdown, the Company will give written notice of the temporary shutdown period to the new Employee as soon as reasonably practicable after the employee is engaged.
- (c) The Company may direct Employees to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period, provided the requirement to take leave is reasonable in the circumstances. The Employee must take paid annual leave in accordance with a direction under this clause.
- (d) If, where the Company observes a temporary shutdown period, an Employee does not have sufficient accrued leave, the Employee may be required to take leave without pay.

10.3 Personal (Sick and Carer's) Leave

- (a) Personal Leave is provided for in the NES

Paid Personal Leave

- (b) The NES entitles Employees (other than casual Employees) to 10 days of paid personal/carer's leave for each year of service.
- (c) Under the NES, paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Paid personal/carer's leave does not accrue during any period of unpaid leave, unauthorised absence or workers' compensation
- (d) Accrued Personal Leave is available to be used in situations where an Employee is not fit to attend work due to personal injury or illness (Sick Leave) or due to the need to provide care or support to a member of the Employee's immediate family or household because of a personal illness or injury of the member, or an unexpected emergency affecting the member (Carer's Leave).
- (e) The following are members of an Employee's immediate family:
 - spouse or former spouse, child (including adopted child or stepchild), parent (including stepparent), de facto partner or former de facto partner (including same sex partner/former partner), grandparent, grandchild or sibling of the employee; and
 - a child (including adopted child or stepchild), parent (including stepparent), grandparent, grandchild or sibling of a spouse/ former spouse or de facto partner/ former de facto partner of the Employee.
- (f) A member of an Employee's household is someone who is living with them.
- (g) Paid personal/carer's leave may not be taken in advance of accrual.
- (h) Under the NES, an Employee (other than a casual Employee) shall be paid for any period of paid personal/carer's leave at the Employee's Ordinary Time Rate of pay for the Employee's ordinary hours of work in the period.
- (i) If an Employee is terminated by the Company and then re-engaged within a period of 6 months, the Employee's unclaimed personal/carers' leave balance will be reinstated.

Unpaid Carer's Leave

- (j) In circumstances where an Employee has exhausted the paid Personal Leave entitlement, an additional two days of Unpaid Carer's Leave may be granted for each occasion on which an Employee is unable to attend work due to the need to provide care or support to a member of the Employee's immediate family or household because of a personal illness, injury or unexpected emergency. Casual employees are also entitled to two days of Unpaid Carer's Leave in the same circumstances. Unpaid Carer's Leave does not accumulate.

Notice and Evidence

- (k) The Employee is required to notify the Company as soon as practicable prior to their scheduled starting time on any day that they are unable to attend for work due to Personal Leave.
- (l) The Company may require an employee to provide reasonable evidence of their incapacity for work, or the illness/ injury/emergency affecting a member of their immediate family or household requiring the Employee's care or support (e.g. certificate of incapacity or medical certificate issued by a duly qualified medical practitioner). The Company will require reasonable evidence for absences in excess of one day, or absences either side of a weekend or a public holiday.
- (m) Personal leave is not paid out on termination of employment.

10.4 Parental Leave

- (a) In accordance with the provisions of the *Fair Work Act 2009*, an Employee may be eligible for Unpaid Parental (Maternity, Paternity or Adoption) Leave.
- (b) To be eligible, an Employee must have completed 12 months service with the Company and be subject to the circumstances prescribed in the relevant provisions of the *Fair Work Act 2009*.
- (c) Entitlements to Personal leave, Annual Leave and Long Service Leave will not accrue while on Unpaid Parental Leave.

10.5 Compassionate Leave

- (a) Employees shall be entitled to up to 2 days (non-cumulative) leave upon the death or threat to life (due to illness or injury) of a member of the Employee's immediate family or household as defined in Clause 10.3(e) above. Additionally Compassionate Leave may be taken in the event of the Employee having a miscarriage, or their current spouse or de facto partner has a miscarriage, or a baby in the Employee's immediate family or household is stillborn.
- (b) The Company may require the Employee to provide evidence of the reason for an application to take Compassionate Leave.
- (c) Full-time and part-time employees are paid at their base rate of pay for the ordinary hours they would have worked during compassionate leave. Compassionate leave is unpaid for casual employees.

10.6 Long Service Leave

Employees will be registered with the relevant Long Service Leave scheme in Western Australia.

10.7 Family and Domestic Violence Leave

Employees will be entitled to leave to deal with family and domestic violence as provided for in the *Fair Work Act 2009* (Cth) and the Award.

11. Training and Skills Program

- 11.1 The Company will provide training and development opportunities to employees as appropriate to participate in continuous improvement, personal development, skill enhancement and Occupational Health & Safety.
- 11.2 Training for skills enhancement may be undertaken either within or outside ordinary hours.
- 11.3 Where an Employee undertakes training at the Company's direction, the employee will be paid for all such time in which they undertake the training at the appropriate rates.

PART III Wage Structure and Benefits

12. Classification Structure

12.1 The Ordinary Time Rates of Pay to be paid for each classification are tabulated in Schedules 1 and 2 of this Agreement. The Ordinary Time Rates of Pay incorporate the following allowances:

- Industry Allowance;
- Tool Allowance (where applicable);
- First Aid Allowance.

12.2 Where the Company contracts to do work on a site where the terms and conditions at that site are more beneficial than those in this Agreement and the employees would be better off overall than they would be under the terms of this Agreement, the Company will ensure its employees are not to be disadvantaged if the wages and conditions are greater than those provided for in this Agreement.

13. Base Rate Wage Increases

During the life of this Agreement, there shall be no increase to the Ordinary Time Rates of Pay, except such increases as provided in Schedules 1 and 2 of this Agreement.

14. Allowances

The following allowances only apply under this Agreement.

14.1 Description of Zoning and Allowances (Local and Remote)

For the purposes of clauses 14 and 15, the following Zones apply:

Locality	Zoning	Description	Travel	Meal Allowance	Site Allowance	Remote Work Food Allowance (RFA)	Leave Cycling (LC)
Local	Zone 1	Perth Resident – an employee working and living within 50 kilometres of the Perth GPO Non-Perth Resident –an employee travelling to work at a location within a radius of 50 kilometres of their declared residence.	Clause 14.2	Clause 14.3	Clause 14.4(a)	N/A	N/A
Local	Zone 2	An employee working between 50 and 75 kilometres from their declared place of residence without living away from home	Clause 14.2	Clause 14.3	Clause 14.4(a)	N/A	N/A
Remote	Zone 3	Encompasses all locations within Zone 2 at which an employee performs work whilst living away from home	Clause 14.2	N/A	Clause 14.4(a)	Clause 15.3	N/A
Remote	Zone 4	Encompasses all locations that are outside Zone 2 but less than 2 hours' flying time from the airport nearest to the employee's usual place of residence	Clause 14.2	N/A	Clause 14.4(a)	Clause 15.3	Clause 15.4
Remote	Zone 5	Encompasses all locations outside Zone 4 and not including Zone 6	Clause 14.2	N/A	Clause 14.4(a)	Clause 15.3	Clause 15.4
Remote	Zone 6	Encompasses the entire Pilbara region of Western Australia.	Clause 14.2	N/A	Clause 14.4(a)	Clause 15.3	Clause 15.4

14.2 Fares and travelling patterns allowance:

In lieu of the fares and travelling patterns allowance prescribed by Clause 26.1 of the Award, an allowance shall be paid for each day worked by an employee as described in sub-clause 14.1. That allowance shall be \$44.24 per day.

No allowance will be paid where an employee is provided with a fully maintained shared site vehicle for site commuting purposes or where the Company provides transport free of charge.

Employees travelling to work sites will receive payment in accordance with clause 15.2.

14.3 Meal allowance

- (a) An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes will be paid an amount of \$17.57 to meet the cost of a meal.
- (b) This sub-clause will not apply to an employee who is provided with reasonable board and lodging and is provided with a suitable meal.
- (c) An employee will be entitled to be paid \$17.57 for each meal after the completion of each four hours from the commencement of overtime.

14.4 Site and Depot allowance

- (a) This will be paid as follows:

Where the value of the project to the Company is: \$million (m)	From First Full Pay Period On/After Agreement Commencement (p/hr flat)	From 12-month anniversary of Agreement Commencement (p/hr flat)	From 24-month anniversary of Agreement Commencement (p/hr flat)	From 36-month anniversary of Agreement Commencement (p/hr flat)
Austral Yard & Projects up to 2.7m	\$2.16	\$2.23	\$2.29	\$2.36
2.8m - 10.0m	\$2.32	\$2.39	\$2.46	\$2.53
10.1m – 50.0m	\$2.83	\$2.92	\$3.00	\$3.10
50.1m – 100.0m	\$3.35	\$3.45	\$3.55	\$3.66
100.1m – 200.0m	\$3.86	\$3.98	\$4.10	\$4.22
200.1m – 400.0m	\$4.38	\$4.51	\$4.64	\$4.78
Where Austral Construction Pty Ltd contracts work with a value above \$400.1 million, there shall be an increment of 10 cents per additional \$100m or part thereof.				

15. Remote Work

15.1 This clause applies to work that is performed by an employee at a locality which, in respect of that employee, is deemed to be “Remote”, as defined and explained in the table in sub-clause 14.1 above.

15.2 Employees who perform Remote Work shall have the following apply:

- (a) When employees are engaged on Remote Work requiring them to live away from their usual place of residence, the Company will provide accommodation including full board, subject to the provisions of clause 15.3 below.
- (b) The costs of necessary transfers to and from any airport will be paid by the Company up to a maximum re-imburement of \$85.00 per journey as follows:

- (i) the employee will be reimbursed for the cost of public transport, taxi or Uber fares incurred in transfers between their usual place of residence and the airport, on production of receipts to the Company's satisfaction detailing the cost of such fares, or
- (ii) the employee will be reimbursed for airport transfers between their place of residence and the airport using their own vehicle based on the number of kilometres travelled (using the most direct route reasonably available) and the cost of car parking at the airport, on production of a completed kilometre claim form and parking receipt to the Company's satisfaction detailing the associated cost;

however, in no circumstances will employees be reimbursed for the cost of fuel purchased for use in their own vehicle.

- (c) If the employee travels to the town or place of accommodation for the project in their own vehicle, with the prior approval of the Company, they will be paid in accordance with the following:
 - (i) 74 cents per kilometre travelled to the project site and back as once off mobilisation and demobilisation payments. These payments will be reimbursement for expenses incurred and, accordingly, will not have tax withheld from them.
 - (ii) if an employee elects to drive their car home for an intermediate break, but not for mobilisation or demobilisation and with prior approval of the Company, the employee will be paid the equivalent cost of a Qantas "Red e-deal" (or equivalent) economy airfare.
- (d) If the employee travels overnight, the Company will provide transit accommodation.
- (e) The Company will pay for a return flight (economy class), from any location within Australia, for the Employee to travel to his or her usual place of residence (within Australia) and back to site once every 4 weeks or as per the mandated project roster. However, if the Employee does not use the flight, the cost of the unused airfares may not be claimed by the Employee as payment in lieu.
- (f) For the avoidance of doubt, Employee's do not receive payment for time spent in travel in accordance with this clause, unless that time forms part of their ordinary hours of work.
- (g) The Company reserves the right to make payment in accordance with this clause subject to the Employee providing a statutory declaration stating their usual place of residence.

15.3 When working remotely (Zones 3 to 6), where the Company provides accommodation but not food, the employee will be re-imbursed \$65.00 per night away from home.

15.4 Leave Cycling (LC)

The Company will nominate a default roster arrangement for work on each project or site of either 3 weeks on and 1 week off or 2 weeks on and 1 week off. The stipulated periods of working away and subsequent time off will be standardised as much as possible. However, the default position may be varied:

- (a) by agreement between the Company and a majority of affected Employees, plus or minus a week either side of the planned cycling; or
- (b) by the Company providing 1 weeks' notice to affected employees of the need to vary the default swing, for example due to the variability of site construction works or client requirements. For new Employees, this 1 weeks' notice will not be required, meaning a new Employee may be required to commence work on a swing other than 3 weeks on and 1 week off or 2 weeks on and 1 week off, the nature of which will depend on project or client requirements.

16. Apprentices

16.1 The parties encourage the engagement of apprentices to work on Company projects and sites. However, in relation to work on any particular project or site, the Company may reach a decision that an apprentice must be in at least their third or fourth year, or otherwise have sufficient industry experience, to be engaged to work safely on the project or site.

16.2 The Company will, if practicable, provide work opportunities to apprentices employed by it or through a group training organisation.

16.3 Apprentices will be paid the applicable percentage of the CWL3 Ordinary Time Rate of Pay outlined in the Schedules to this Agreement, as set out below:

Four Year Term	% of CWL3 Wage Rate
First Year	45
Second Year	55
Third Year	75
Fourth Year	90
Three and a Half Year Term	% of CWL3 Wage Rate
First Six Months	45
Next Year	55
Following Year	75
Final Year	90
Three Year Term	% of CWL3 Wage Rate
First Year	55
Second Year	75
Third Year	90

16.4 Adult apprentices (over 21 years of age) will be paid a no less than the Ordinary Time Rate of Pay prescribed for an employee classified as CWL1.

PART IV **Hours of Work, Overtime**

17. Ordinary Hours

- 17.1 Except as provided in Clause 43 (“Jump Up Agreement”) and Clause 22 (“Shift Work”), ordinary hours will not exceed an average of 38 per week over a defined work cycle.
- 17.2 No more than 8 ordinary hours can be worked on any one day. Employees may be rostered to work from Monday to Friday inclusive.
- 17.3 Ordinary hours shall be worked between 6.00am and 7.00pm, Monday to Friday. The Company will determine the actual method of working ordinary hours. The pattern of working hours within the spread of ordinary hours may be altered by agreement with an individual Employee or with the majority of Employees in the plant, site, section or sections concerned or by the Company giving 1 weeks’ notice.
- 17.4 Work done outside of ordinary hours will be payable at overtime rates as provided for by this Agreement.
- 17.5 Ordinary hours outlined in clauses 17.1, 17.2 and 17.3 above, can be varied by one (1) hour, to commence earlier than 6:00am and/or finish later than 7:00pm by agreement between the employee(s) concerned and the Company.
- 17.6 The start-time is at the commencement of the daily pre-start meeting.

18. Meal Breaks

- 18.1 There shall be a cessation of work and of working time for the purpose of a meal on each day, of no less than 30 minutes, to be taken at a time subject to operational requirements, provided that an employee must not be required to work more than 5 hours without a break for a meal, subject to clauses 18.2 and 18.3 below.
- 18.2 An employee who is required to continue working during the employee's normal meal break shall be paid at the rate of time and a half in relation to their Ordinary Time Rate of pay until the employee is released for the meal break.
- 18.3 All breaks shall be taken at times that will not interfere with the continuity of work where continuity is necessary.

19. Rostered Days Off

- 19.1 Subject to Clause 43 (“Jump Up Agreement”) if the Company elects to roster the Employee on a system which provides for the accrual of RDOs then:
- 19.2 By agreement between the Company and employee(s) concerned, a rostered day off (RDO) may be transferred to an agreed day provided that, unless the RDO is banked, the alternative day is taken prior to the accrual of the following RDO.

- 19.3 By agreement between the Company and employee(s) concerned, up to five (5) RDOs may be accumulated and taken at an agreed time within twelve (12) months of when they become due or may be banked and taken with annual leave.
- 19.4 Overtime shall not be paid for ordinary hours worked on what would have been an RDO where agreement to transfer has been reached.
- 19.5 If an employee's employment is terminated before accumulated RDOs can be taken, the RDO(s) shall be paid out at the Ordinary Time Rate of Pay.
- 19.6 Where a scheduled RDO falls on a public holiday, the next working day shall be taken in lieu of the RDO unless an alternate day is agreed between the Company and the majority of the employees concerned.
- 19.7 Except where agreement has been reached, the prescribed RDO or such substituted day may be worked where that is required by the Company and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- 19.8 Where the Company and the majority of employees agree that due to the nature of the particular project, it is not practicable for the foregoing four-week cycle to operate, they may agree to an alternate method of arranging working hours, provided that:
- (a) the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 17 above;
 - (b) that no more than eight ordinary hours are worked in any one day; and
 - (c) that the alternate method for arranging working hours is at least as beneficial to the employee(s) concerned as the NES.

20. Public Holidays

- 20.1 Employees are entitled to be absent from work, without loss of pay, on the public holidays.
- 20.2 The following days shall be observed as public holidays:
- (a) New Year's Day (1 January);
 - (b) Australia Day;
 - (c) Labour Day;
 - (d) Good Friday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) Anzac Day (25 April);

- (h) Western Australia Day;
- (i) Sovereign's Birthday;
- (j) Christmas Day; and
- (k) Boxing Day.

Provided that, if any other day declared by or under a law of a State or Territory is generally observed in a locality as an additional day or as a substitute day for any of the said holidays, the additional day shall also be observed, or the day so substituted shall be observed.

20.3 Due to the operational requirements of the Company, its clients and the nature of the work, the Company may request employees work on public holidays. Public holidays worked are paid at a rate of double time and a half of the Ordinary Time

21. Overtime

21.1 Reasonable overtime shall be worked at the discretion of the Company after the Company has provided at least one (1) hours' notice. Overtime may also be withdrawn by the Employer upon the provision of at least two (2) hour's notice on any day or shift.

21.2 The time worked by full-time or part-time employees outside or in excess of the ordinary hours prescribed in clause 17 above or as agreed under clause 17.5 above shall be overtime and shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

21.3 Overtime worked on Saturday or Sunday shall be paid as follows:

- (a) Saturdays – at the rate of time and a half for the first two (2) hours and double time thereafter;
- (b) Sundays – at the rate of double time for all hours worked.

21.4 Call-back

- (a) A full-time or part-time employee recalled to work overtime after leaving the site on any day, Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of three (3) hours at the appropriate rate for each time the employee is recalled.
- (b) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three (3) hours if the job that the employee was recalled to perform was completed within a shorter period.

21.5 Rest Period

The Company shall endeavor to provide a full-time or part-time employee who works overtime with at least a ten (10) hour rest period between the end of work on any one day and the start of ordinary hours on the next day.

21.6 A new employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight (8) hours' work or payment therefore at Ordinary Time Rates.

22. Shift Work

Definitions

22.1 Day shift means any shift starting on or after 6.00 a.m. and before 10.00 a.m.

22.2 Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

22.3 Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

22.4 Rostered shift means a shift of which the employee concerned has had at least 24 hours' notice.

22.5 If an employee receives less than 24 hours' notice of the requirement to work shiftwork, or if the start/finish times of a shift are adjusted with less than 24 hours' notice, the employee will be paid at overtime rates for the duration of the shift.

22.6 Employees who work on any afternoon or night shift which does not or will not continue for at least six (6) successive afternoons or nights shall be paid at the rate of time and a half for all ordinary time occurring during such shift. Overtime hours worked will be paid at time and a half for the first 2 hours and double time for all hours after 10 hours worked. Time and a half and double time hours do not receive the same shift loading as ordinary hours.

22.7 Employees completing a night shift cycle will be paid an 11.5 hour ordinary time change over day at the conclusion of the night shift cycle before resuming dayshift. For the avoidance of doubt, the shift change over payment is payable at the Ordinary Time Rate of Pay for the Employee's classification level, as outlined in the Schedules to this Agreement.

23. Permanent night shift

23.1 An employee who:

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on a night shift for a longer period than six (6) successive nights; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3rd of his/her working time off night shift in each cycle;

shall during such engagement, period or cycle be paid 25% more than his/her Ordinary Time Rate for all time worked during ordinary working hours on such night shift. Time and a half and double time hours do not receive the same shift loading as ordinary hours.

- 23.2 For the purpose of the additional week of annual leave provided by the NES, a shiftworker means a continuous shiftworker.
- 23.3 In lieu of the unpaid meal break in Clause 18.1, shift workers will be entitled to a paid half hour break that will be counted as time worked.

PART V Termination

24. Termination of Employment

24.1 For full-time and part-time employees, termination of employment shall be in accordance with the *Fair Work Act 2009*. The period of notice required to be given by the Company for such employees at the time of approval of this Agreement is as follows:

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

24.2 The period of notice required shall be increased by one (1) week where the employee is over forty-five (45) years of age and has completed at least two (2) years of continuous service with the Company at the time notice of termination is given.

24.3 The period of notice to be given by an employee shall be the same as that required by the employer, except employees over the age of 45 will not be required to provide additional notice. If an employee who is at least 18 years old does not give one (1) weeks' notice, the Company is entitled to deduct from wages due to the employee under this Agreement an amount that is no more than one (1) week's pay, provided this is not unreasonable in the circumstances. If the Company has agreed to a shorter period of notice than that required by this clause 24.3, then no deduction shall be made.

24.4 Payment in lieu of notice shall be made if the appropriate notice period is not given by the Company except for summary dismissal in accordance with Clause 24.5. The employment may be terminated by the Company providing part of the period of notice and part payment in lieu. The Company may also elect to pay in lieu of the entire notice period. Payment in lieu of notice shall be calculated in accordance with the Act.

24.5 Nothing in this clause shall affect the right of the Company to summarily dismiss an employee for serious misconduct.

24.6 Casual employees are entitled to one (1) hours' notice of termination by the Company or payment in lieu of that notice. Casual employees who resign their employment must provide the same amount of notice or sacrifice a portion of their wage equivalent to that which would have been earned if the notice period had been served.

24.7 Where the Company has given notice of termination to a full-time or part-time employee, the employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

- 24.8 The employment of Employees engaged on a fixed or specified term or task contract will automatically cease upon the expiration of the term or completion of the task, unless either party ends the employment earlier by giving the notice specified in this clause.
- 24.9 The employment of Apprentices or Registered Trainees will automatically cease upon the completion, termination or suspension of the apprenticeship/traineeship, unless the Apprentice/Registered Trainee and the Company have otherwise agreed in a separate written contract of employment.

25. Redundancy

25.1 Definition

Redundancy is where the Company has made a definite decision that it no longer wishes the job that a full-time or part-time employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision leads the termination of employment of the Employee.

- 25.2 The Company is a participating Company in ReddiFund and all employees will be enrolled in the Fund and be entitled to redundancy benefits in accordance with the terms of ReddiFund.
- 25.3 The Company shall make contributions of \$90.00 per week worked on behalf of each Employee into the ReddiFund as required by the Fund.
- 25.4 The Company will increase the contributions by 3% annually to coincide with the incremental increase with Ordinary Time Rates of pay as outlined in the Schedules to this Agreement. To avoid doubt, the first incremental increase will occur on the 12-month anniversary of the Agreement Commencement and then annually thereafter on the 24th and 36th anniversary of the Agreement commencement respectively.
- 25.5 If, during the life of this Agreement, legislative amendments are made that subject the Company to additional tax, such as fringe benefits tax, in respect of payments made under this clause, the Company reserves the right to withdraw from ReddiFund, in which case redundancy entitlements will be as set out in the Award.

26. Grievance and Dispute Settlement Procedure

- 26.1 This procedure is designed to promote the resolution of issues that arise at the lowest possible level and to provide a step-by-step process which will be accessed if the parties are genuinely unable to resolve the issue.
- 26.2 At each step in the procedure, reasonable time is to be allowed for the parties to resolve the matter. A party to the dispute may appoint another person, organisation or association to accompany or represent them at each step in relation to the dispute. The parties agree not to proceed to each next step in the procedure until the previous step has been completed. Following these procedures will ensure the dispute is resolved in the most efficient manner.

- 26.3 In the event of a dispute in relation to a matter arising under this agreement, and/or the National Employment Standards (NES) in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate. If the matter is not resolved at this level, the grievance shall be referred to the Management.
- 26.4 If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution.
- 26.5 The parties to the dispute may agree on the process to be utilised by the Commission including mediation or conciliation.
- 26.6 Any solution proposed by the Commission must be consistent with relevant legislation.
- 26.7 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally. The circumstances that applied prior to the dispute arising shall apply until final resolution of the matter.
- 26.8 This dispute resolution procedure does not apply to Occupational Health and Safety matters. It is expected that the Occupational Health and Safety Representatives will follow appropriate procedures in the resolution of any Health and Safety matters.

27. Disciplinary Procedure

- 27.1 Where, after reasonable investigation, the Company believes an employee has committed an act of misconduct or poor performance, the Company may implement one or more of the following acts of discipline:
- (a) Counselling
 - (b) Suspend with pay
 - (c) Official warning
 - (d) Dismissal (with or without notice).
- 27.2 In circumstances where the Company has issued an employee with two official warnings, and that employee is found by the Company, after investigation, to have committed another act of misconduct or poor performance, that employee may be dismissed.
- 27.3 The Company may dismiss an employee without notice where the employee has committed an act of serious or willful misconduct.

PART VI Occupational Health and Safety

For the purposes of this Part “Health” means physical and psychological health.

28. Personal Protective Equipment (PPE) And Clothing

It is the obligation of the employee to wear, maintain in a suitable condition and appropriately store during periods of R&R, all PPE required. It is the Company's responsibility to ensure that each employee has been provided with the necessary PPE for their role.

29. Health and Safety

The parties to this Agreement are committed to the safe operation of plant and equipment, to the observation of safe working practices, the proper use of all personal safety equipment, and to providing a safe and healthy working environment on all projects. To facilitate this, it is agreed that:

- (a) the Company has a responsibility to provide a safe workplace, and the employees have the responsibility to work in a safe and responsible manner;
- (b) any employee becoming aware of a situation that is unsafe is responsible for immediately reporting the information to their supervisor or other nominated representative of the Company;
- (c) items of safety equipment and apparel should be provided, used, and worn as required and directed;
- (d) the Company, and where necessary its employees, will carry out safety assessments and design work method statements as part of project safety plans. It shall be a dismissible offence to interfere with, or make inoperative, any safety equipment or guardrails;
- (e) all first-aid treatments or work-related injuries must be reported to the appropriate supervisor or nominated first aider for treatment and recording; and
- (f) all medical conditions and medications which could impact fitness for work must be reported to the appropriate supervisor.
- (g) any damage to plant or equipment must be reported to the appropriate supervisor immediately.

30. Drug and Alcohol Consumption

- 30.1 It is agreed that, under no circumstances, will any employee affected by alcohol and/or affected by any other drug be permitted to commence/continue working, or operate any

equipment, on Company projects or whilst engaged on another project. To this end it is agreed that where required by the Company, daily alcohol and random drug testing will be conducted prior to the commencement of work. In the case of an employee's involvement in an incident, the employee shall submit to causal alcohol and drug testing.

- 30.2 It is agreed that should a member of the Company's site management team have a reasonable suspicion that any employee is under the influence of alcohol or some other illicit or foreign substance, such person may direct the employee to leave the site and undergo causal alcohol and drug testing in accordance with the Company's Drugs and Alcohol procedure.
- 30.3 The employee shall not be entitled to any further payment from the time they have been directed to leave the site, until such time as they present themselves for work in a fit and appropriate manner.
- 30.4 Further, it is agreed that the Company's employees will adhere to a zero (0) alcohol level whilst working. Any breach of this term will be deemed serious misconduct and may result in summary dismissal.
- 30.5 The Company may at any time require the employee to undertake a drug or alcohol test. Where an employee fails such a test, the Company has the right to recoup travelling and accommodation expenses incurred by the employee if, in the Company's opinion, the expenses incurred have been misspent.
- 30.6 An employee who is suspected by the Company, on reasonable grounds, to have breached the provisions of this Agreement or any policy of the Company in relation to the consumption of drugs and alcohol, may be required to undergo a test if additional evidence is required to establish the existence of alcohol or an illicit substance in the employee's blood.
- 30.7 Where an employee is working on a site where the Drug and Alcohol procedures differ from those above, the employee will observe the site-specific Drug and Alcohol policy and procedures.

31. Smoking

The Company has a no-smoking policy in place applying to Company site offices, mess/change sheds, Company vehicles and wherever appropriate signage is displayed. All employees are to adhere to the policy. The project safety committee will be consulted regarding the management of specific non-smoking issues in accordance with Company policy, given that once a work area becomes enclosed, it will be deemed a non-smoking area.

32. Work Practices and Code of Conduct

- 32.1 All employees of the Company are required to maintain the following standards of conduct:
 - (a) All employees on a project will be productive. There will be no scope for unproductive employees.

- (b) As a general rule, all crane crew members will be interchangeable. For example, if an employee is qualified and experienced as either a crane driver, dogman, rigger, hoist driver, or forklift driver, the person may be utilised in any such capacity.
- (c) The practice of "one in all in" for overtime shall not apply on any project.
- (d) All employees shall work safely and wear appropriate, Company-supplied clothing and personal protective equipment.
- (e) All employees shall maintain regular attendance with punctual time keeping.
- (f) All employees shall not unreasonably refuse a lawful direction to undertake duties within his/her skill capacity and qualifications.
- (g) All employees shall refrain from making or supporting any claim for payment of lost time due to industrial disputes.

PART VII Miscellaneous

33. Inclement Weather

Practice:

- 33.1 The parties to the Agreement shall collectively work towards the minimisation of lost time due to inclement weather and undertake to adopt the following principles in relation to inclement weather and the non-productive time inclement weather creates.
- 33.2 All parties shall adopt a reasonable approach as to what constitutes inclement weather.
- 33.3 Within thirty (30) minutes after the commencement of inclement weather, the Company in conjunction with the employees, and, when appropriate, the safety representative, shall assess the weather conditions and, where necessary, shall transfer employees to other work activities or training.
- 33.4 Employees shall accept transfer to an area or site not affected by inclement weather where useful work is available, provided the useful work is within the employee's skill, competence and training.
- 33.5 Where useful work is not available, the use of non-productive time shall be utilised for activities as determined by the Company, such as relevant and meaningful skill development, safety training and other training, presentation and participation in learning, planning and reprogramming of the project or any other useful utilisation of non-productive time as the Company may reasonably require.
- 33.6 If information indicates that the weather will continue to be inclement, the Company may release employees for the remainder of the day. In this situation, Employees shall be paid the ordinary hours normally worked for the day. For the avoidance of doubt, Employees will not be paid for overtime in accordance with this clause.
- 33.7 A maximum of thirty-two (32) ordinary hours' pay will be payable in every four (4) week period where ordinary work is ceased due to inclement weather.

34. Cancellation of Saturday & Sunday work

- 34.1 During periods of inclement weather, employees shall, if required, continue to report for work on Saturdays and Sundays unless otherwise advised by the Company.
- 34.2 The Company may decide to cancel Saturday and Sunday work if it decides those hours will not be sufficiently productive because of inclement weather. The Company will provide Employees with notice in accordance with clause 21.1 of the intention to withdraw overtime.
- 34.3 To affect this cancellation, the Company shall inform the employees verbally.
- 34.4 Employees working in dry situations shall continue to work as normal. It is the Company's responsibility to inform those employees who it considers to be working in dry situations.

35. Stand Down

The Company may deduct payment from an employee for any day on which, or for any period of any day during which, the employee cannot be usefully employed because of any strike or because of any stoppage of work by any other cause for which the Company cannot reasonably be held responsible.

36. Superannuation

- 36.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees.
- 36.2 The Company will make superannuation contributions, capped to the maximum level, in accordance with relevant superannuation legislation, as amended from time to time.
- 36.3 Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Company is unable to pay into that fund, contributions will be paid into a Cbus fund nominated by the Company.
- 36.4 Employees shall not suffer a reduction in superannuation contributions as a result of this clause coming into effect. For the avoidance of doubt, sub clause 36.4 of this Agreement applies only to Employees who were employed by the Company prior to this Agreement commencing operation, who were entitled to superannuation contributions in accordance with the Austral Construction Pty Ltd Enterprise Agreement 2020 that were in excess of contributions that the Employee would otherwise be entitled to under this clause.

37. Income Protection and Trauma Insurance

37.1 Income Protection

- (a) All employees will be covered by the ReddiFund Income Protection Scheme, which provides weekly payments for up to a maximum one hundred and four (104) weeks in the event of an extended work absence arising from any personal illness or injury.
- (b) The Company shall make contributions of \$25.00 per week on behalf of each Employee into ReddiFund, as required by the Fund.

38. Accident Pay

The Company shall pay accident pay as provided in the Award, during the incapacity of any employee arising from any one injury, for a total of twenty-six (26) weeks.

39. Mutual Benefit Fund

39.1 The Company shall make contributions of \$10.00 (plus GST) per week, per employee into Reddifund's Mutual Benefit Fund, which provides the following benefits:

- (a) Death and funeral benefit;
- (b) Ambulance cover;
- (c) Journey cover;
- (d) Childcare benefit;
- (e) Leisure travel insurance.

These benefits are provided subject to the Reddifund Mutual Benefit Fund's terms and conditions at the time of claim.

40. Individual Flexibility

40.1 An Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and employee.

40.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

40.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and employee; and
- (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

40.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

40.5 The Company 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 Company and employee agree in writing — at any time.

40.6 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Company and an individual employee contained in any other term of this agreement.

41. Consultation Regarding Major Workplace Change

41.1 Company to notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes. The affected employees may appoint a representative for the purposes of the procedures in this term.

- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

41.2 Company to discuss change

- (a) The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 41.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 41.1(a).
- (c) For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

42. Consultation About Changes to Rosters or Hours of Work

- 42.1 This clause applies if the Company proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 42.2 The Company must consult with any employees affected by the proposed change and their representatives (if any).
- 42.3 For the purpose of the consultation, the Company must:
 - (a) provide to the employees and representatives mentioned in clause 42.2 above information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 42.4 The Company must consider any views given under clause 42.3(b) above.
- 42.5 This clause 42 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

43. Jump Up Agreement

By way of a common-law agreement between the Company and an Employee, an Employee may elect to work pursuant to the terms of a Letter of Assignment (LoA).

An election to work pursuant to the terms of a LoA will only be valid if the terms and conditions of the LoA are better off overall when compared to not only the Modern Award but also compared to this Enterprise Agreement as a minimum.

For the avoidance of doubt at no stage can an Employee receive a payment or benefit less than the NES.

An Employee or Company engaged in a LoA may end the assignment agreement and revert to the terms of the Enterprise Agreement by providing 1 months' notice.

A LoA is an agreement that applies to, or is prevalent on, a specific assignment that the particular Employee is working on.

At all times a LoA is in operation, this Agreement will continue to apply to the Company and the Employee. At no time can an Employee or the Company elect (unilaterally or otherwise) not to be covered by the Agreement.

SCHEDULE 1 – WORK PERFORMED NORTH OF THE 26TH PARALLEL

The wage rates outline in Schedule 1 of this Agreement apply to all work performed by Employees where the work is located north of the 26th parallel.

Classification Structure and Wage Rates

ORDINARY TIME RATES OF PAY (LABOURERS)

Classification	From First Full Pay Period On/After Agreement Commencement (\$ per hour)	From 12-month anniversary of Agreement Commencement (\$ per hour)	From 24-month anniversary of Agreement Commencement (\$ per hour)	From 36-month anniversary of Agreement Commencement (\$ per hour)
CWL1 <ul style="list-style-type: none"> • General construction labouring and cleaning duties • Trades assistant or spotter - assists Employees at higher classification levels, including tradesmen • Uses handheld grinding machines • Work of a chainman or surveyors assistant. • Carpenter – Apprentice Adult > 21yrs 	\$49.16	\$50.64	\$52.16	\$53.72
CWL2 <ul style="list-style-type: none"> • Steel fixer • Concreter • Piling Rig Offsider / Spotter • Traffic controller • Storeman 	\$50.63	\$52.15	\$53.72	\$55.33
CWL3 <ul style="list-style-type: none"> • Rigger - Basic • Dogman • Scaffolder - Basic • Pipelayer • Carpenter • Boilermaker/Fabricator – General • Blaster / Painter 	\$52.28	\$53.85	\$55.47	\$57.13
CWL4 <ul style="list-style-type: none"> • Tunneller • Rigger – Intermediate • Scaffolder - Intermediate • Boilermaker/Fabricator – Trade Qualified 	\$55.75	\$57.43	\$59.15	\$60.92
CWL5 <ul style="list-style-type: none"> • Rigger – Advanced • Scaffolder - Advanced • Special class tradesperson • Boilermaker/Fabricator/Welder Special Class • CWL3/CWL4 Skills – Appointed Leading Hand 	\$58.03	\$59.77	\$61.56	\$63.41
CWL6 <ul style="list-style-type: none"> • CWL5 Skills – Appointed Leading Hand 	\$59.10	\$60.87	\$62.70	\$64.58
CWL7 <ul style="list-style-type: none"> • Advanced level of skills • Highly experienced • Appreciation of procedural requirements • Working Foreman – Advanced skills 	\$60.17	\$61.98	\$63.84	\$65.75

ORDINARY TIME RATES OF PAY (PLANT OPERATORS)

Classification	From First Full Pay Period On/After Agreement Commencement (\$ per hour)	From 12-month anniversary of Agreement Commencement (\$ per hour)	From 24-month anniversary of Agreement Commencement (\$ per hour)	From 36-month anniversary of Agreement Commencement (\$ per hour)
CWP3 <ul style="list-style-type: none"> • Forklift Operator • Elevated Work Platform Operator • Truck Driver – General / Alternate Spotter for Mechanical Plant • Roller Operator • Loader Operator - General 	\$50.75	\$52.27	\$53.84	\$55.45
CWP4 <ul style="list-style-type: none"> • Excavator Operator – General • Grader Operator – General • Truck Driver – Road Train • Loader Operator - Trimming • Mobile Crane Operator – Non-Slewing • Mobile Crane Operator – Slewing up to 60 tonne 	\$52.76	\$54.34	\$55.97	\$57.65
CWP5 <ul style="list-style-type: none"> • Excavator Operator – Final Trim • Grader Operator – Final Trim • Dozer Operator • Mobile Crane Operator – Slewing 60-150 tonne • Piling / Drilling Rig Operator – General • Piling Hammer Operator • Barge Operator 	\$54.72	\$56.37	\$58.06	\$59.80
CWP6 <ul style="list-style-type: none"> • CWP5 Skills – Appointed Leading Hand 	\$56.75	\$58.46	\$60.21	\$62.02
CWP7 <ul style="list-style-type: none"> • Tower Crane Operator • Mobile Crane Operator – Slewing in excess of 150t • Piling / Drilling Rig Operator – Specialist Skills • Barge Master • Full knowledge of key plant & equipment • Working Foreman – Advanced Skills 	\$58.77	\$60.53	\$62.35	\$64.22
CWP8 <ul style="list-style-type: none"> • Works on key plant and equipment at a higher level of skill than CWP7; • Exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CWP7; • Implements quality control programs; • Plans complex construction sequencing • Highly experienced with key plant & equipment 	\$62.71	\$64.59	\$66.53	\$68.52

SCHEDULE 2 - WORK PERFORMED SOUTH OF THE 26TH PARALLEL

The wage rates outline in Schedule 2 of this Agreement apply to all work performed by Employees where the work is located south of the 26th parallel.

Classification Structure and Wage Rates

ORDINARY TIME RATES OF PAY (LABOURERS)

Classification	From First Full Pay Period On/After Agreement Commencement (\$ per hour)	From 12-month anniversary of Agreement Commencement (\$ per hour)	From 24-month anniversary of Agreement Commencement (\$ per hour)	From 36-month anniversary of Agreement Commencement (\$ per hour)
CWL1 <ul style="list-style-type: none"> • General construction labouring and cleaning duties • Trades assistant or spotter - assists Employees at higher classification levels, including tradesmen • Uses handheld grinding machines • Work of a chainman or surveyors assistant. Carpenter – Apprentice Adult > 21yrs	\$44.25	\$46.02	\$47.86	\$49.77
CWL2 <ul style="list-style-type: none"> • Steel fixer • Concreter • Piling Rig Offsider / Spotter • Traffic controller • Storeman 	\$45.57	\$47.39	\$49.29	\$51.26
CWL3 <ul style="list-style-type: none"> • Rigger - Basic • Dogman • Scaffolder - Basic • Pipelayer • Carpenter • Boilermaker/Fabricator – General • Blaster / Painter 	\$47.05	\$48.94	\$50.89	\$52.93
CWL4 <ul style="list-style-type: none"> • Tunneller • Rigger – Intermediate • Scaffolder - Intermediate • Boilermaker/Fabricator – Trade Qualified 	\$50.18	\$52.19	\$54.27	\$56.44
CWL5 <ul style="list-style-type: none"> • Rigger – Advanced • Scaffolder - Advanced • Special class tradesperson • Boilermaker/Fabricator/Welder Special Class • CWL3/CWL4 Skills – Appointed Leading Hand 	\$52.23	\$54.32	\$56.49	\$58.75
CWL6 <ul style="list-style-type: none"> • CWL5 Skills – Appointed Leading Hand 	\$53.19	\$55.32	\$57.53	\$59.83
CWL7 <ul style="list-style-type: none"> • Advanced level of skills • Highly experienced • Appreciation of procedural requirements • Working Foreman – Advanced skills 	\$54.16	\$56.32	\$58.57	\$60.92

ORDINARY TIME RATES OF PAY (PLANT OPERATORS)

Classification	From First Full Pay Period On/After Agreement Commencement (\$ per hour)	From 12-month anniversary of Agreement Commencement (\$ per hour)	From 24-month anniversary of Agreement Commencement (\$ per hour)	From 36-month anniversary of Agreement Commencement (\$ per hour)
CWP3 <ul style="list-style-type: none"> • Forklift Operator • Elevated Work Platform Operator • Truck Driver – General / Alternate Spotter for Mechanical Plant • Roller Operator • Loader Operator - General 	\$45.67	\$47.04	\$48.45	\$49.91
CWP4 <ul style="list-style-type: none"> • Excavator Operator – General • Grader Operator – General • Truck Driver – Road Train • Loader Operator - Trimming • Mobile Crane Operator – Non-Slewing • Mobile Crane Operator – Slewing up to 60 tonne 	\$47.48	\$48.91	\$50.37	\$51.88
CWP5 <ul style="list-style-type: none"> • Excavator Operator – Final Trim • Grader Operator – Final Trim • Dozer Operator • Mobile Crane Operator – Slewing 60-150 tonne • Piling / Drilling Rig Operator – General • Piling Hammer Operator • Barge Operator 	\$49.25	\$50.73	\$52.25	\$53.82
CWP6 <ul style="list-style-type: none"> • CWP5 Skills – Appointed Leading Hand 	\$51.08	\$52.61	\$54.19	\$55.81
CWP7 <ul style="list-style-type: none"> • Tower Crane Operator • Mobile Crane Operator – Slewing in excess of 150t • Piling / Drilling Rig Operator – Specialist Skills • Barge Master • Full knowledge of key plant & equipment • Working Foreman – Advanced Skills 	\$52.89	\$54.48	\$56.12	\$57.80
CWP8 <ul style="list-style-type: none"> • Works on key plant and equipment at a higher level of skill than CWP7; • Exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CWP7; • Implements quality control programs; • Plans complex construction sequencing • Highly experienced with key plant & equipment 	\$56.44	\$58.13	\$59.87	\$61.67