



Freo Group Pty Ltd
Bunbury Agreement 2024

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1. Parties & Persons Bound

- 1.1. This Agreement shall be known as the *Freo Group Pty Ltd Bunbury Agreement 2024*.
- 1.2. The Agreement covers:
 - 1.2.1. Freo Group Pty Ltd (**Employer**) and;
 - 1.2.2. Each employee engaged under the classification structure referred to in *Schedule 1 – Classifications of Employment and Performance Recognition (Employees)* based in the Bunbury and Collie depots.

2. Commencement & Duration

- 2.1. This Agreement shall come into operation at the first pay cycle 7 days immediately after the issue of a notice from the Fair Work Commission (**FWC**) advising that the Agreement has been approved.
- 2.2. This Agreement will apply for three (3) years from the date of that approval.
- 2.3. Subject to the Fair Work Act 2009 (Cth) (**the Act**), the parties must give not less than three (3) months notice in writing of any intention to terminate this Agreement.
- 2.4. No later than four (4) months before the expiration of this Agreement the parties will commence discussions concerning a future agreement. This Agreement shall continue to apply beyond its expiration date until it is replaced or terminated.

3. Definitions & Interpretation

Additional Duties means duties in addition to the Employees' regular duties within their skill set and qualification.

Agreement means the *Freo Group Pty Ltd Bunbury Agreement 2024*.

Booking means any appointment booked and paid for by the Employer, including but not limited to travel, inductions, training, and medicals.

ATO means the Australian Taxation Office.

Client means a client of the Employer.

CPI Percentage means the West Australian Consumer Price Index, as published by the Australian Bureau of Statistics from time to time.

Casual Employee means an Employee who does not have regular or systematic hours of work or an expectation of continuing work. This Employee is engaged and paid by the hour.

Employee Specific Drug/Alcohol Test means a drug and/or alcohol test arranged by the Employee to establish they are fit for work following a previously failed drug and/or alcohol test.

Employees means the employees of the Employer set out in *Section 1*.

Employer means Freo Group Pty Ltd (ABN 64 009 325 124).

Fair Work Act means the Fair Work Act 2009 (Cth), and all regulations, proclamations, by-laws, and codes of practice, standards associated with, issued under, amending, consolidating or replacing it.

Immediate Family means the Employee's spouse/defacto partner, child, parent, grandparent, grandchild, and sibling. This meaning also includes the child, parent, grandparent, grandchild, and sibling of the Employee's spouse/defacto partner.

Household means any other person who lives with the Employee as a member of his/her family.

Necessary Documentation means any certificates, induction cards, tickets, licenses or other qualifications required for entry into a particular workplace or job-site.

New Recruit applicant who upon meeting all recruitment and prerequisite requirements for a position with the Employer will become an Employee.

Night Shift Loading means the loading payable for night shift work.

OHS Legislation means the *Occupational Health and Safety Act 1984 (WA)*, the *Mines Safety and Inspection Act 1994 (WA)* and all regulations, proclamations, by-laws, codes of practice, standards associated with, issued under, amending, consolidating or replacing it.

Ordinary Rate of Pay means the base rates of pay provided for in *Schedule 2 – Rates of Pay*

Position Description a document specific to the accountability, key elements/activities of a specific role.

Public Holiday means the days designated as public holidays in the region of operation.

RDO means rostered day off.

Regular Casual Employee refers to a Casual Employee who has worked a pattern of hours on a regular and systematic basis for a continuous period of at least 12 months.

Relevant Employees for the purposes of *Section 11 Consultation*, means the Employees who may be affected by major workplace change.

Onboarding refers to the advertising, sourcing, recruitment and mobilisation of New Recruits.

Scheduled Travel Arrangement means the flights/accommodation and transport booked for an Employee to attend a site.

Shift Allowance means the allowance payable for night shift work.

Site Access Requirements – competencies and training as directed by the Client, project and internal procedures.

Tax Law refers to the *Taxation Administration Act 1953*, the *Fringe Benefits Tax Assessment Act 1986*, and any other relevant state and federal tax legislation.

Continuous Service for the purpose of the Agreement shall include absence due to authorised annual leave, R&R, personal leave, parental leave, illness or accident up to 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 worker's compensation, where called up for military service for up to 3 months and Long Service Leave.

4. Aims and Objectives

- 4.1. This Agreement establishes two key aims of the parties:
 - 4.1.1. The Employer as the preferred employer of skilled and motivated workers.
 - 4.1.2. The Employer will offer prompt, reliable services to our internal and external customers.
- 4.2. In achieving these aims, the parties recognise the need to sustain a collaborative and positive workplace culture based on an essential requirement of satisfying or exceeding Client's expectations.
- 4.3. This will require:
 - 4.3.1. Cooperation and consultation.
 - 4.3.2. Professionalism.
 - 4.3.3. Flexibility and the ability to rapidly predict and respond to changes in Client requirements and the industry and market.
 - 4.3.4. Productivity and innovation.
 - 4.3.5. Recognition of learning and development and the ongoing maintenance of health, safety and environment.
 - 4.3.6. That the Employer and its Employees recognise that we are essentially a maintenance/customer service organisation and Client satisfaction is of paramount importance to our continued success.

5. Objectives & Obligations

The objectives of this Agreement are

- 5.1. To provide a detailed set of agreed employment benefits, conditions, rights and obligations.
- 5.2. To establish practices that will enable the creation of a cooperative and productive workplace.
- 5.3. To ensure a safe and focused work environment.
- 5.4. To ensure that fair and equitable employment practices are applied in the workplace.
- 5.5. To improve efficiency and flexibility in the workplace.
- 5.6. To provide for the establishment and observance of disputes settlement procedures that enable the resolution of issues without recourse to industrial action.
- 5.7. To ensure productivity gains will not be achieved at the expense of health and safety standards.
- 5.8. The dispute resolution procedure provided herein is strictly adhered to.
- 5.9. To support the implementation of high levels of OSH practices, procedures and training.
- 5.10. Barriers to the employment of women are removed or minimized in order to encourage greater participation in all aspects of the Mobile Crane Industry.
- 5.11. Skilled workers are available in the Mobile Crane Industry by continuously engaging in training and Apprentices.
- 5.12. To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging.
- 5.13. To establish skills-related career paths for Employees and effect Level increases.
- 5.14. The Employer will seek to where possible employ Indigenous Australians, women and apprentices.
- 5.15. To provide opportunities for injured Employees through rehabilitation.
- 5.16. To help Employees apply a proper balance work and family/social life

Employee Obligations

- 5.17. Comply with all lawful directions of the Employer.
- 5.18. Devote the whole of the Employee's time, attention and skill during normal business hours, and at other times as reasonably necessary, to their duties as provided for in this Agreement, letter of offer and position description.
- 5.19. Adhere to the state and federal based legislation and Employers policies and procedures.
- 5.20. The Employer may direct an Employee to carry out duties as are within the limits of the Employee's classification level or any lower level for which they have the required skill, competence and training provided that the intention of this provision is not to promote the deskilling of the classification but to recognize and make use of the full range of skills and competence held by the workforce. Any direction issued must be lawful and consistent with the responsibility to provide a safe and healthy working environment.
- 5.21. Employees may be required to perform Additional Duties to those mentioned above.
- 5.22. Employees may be required to undergo training to acquire abilities and skills necessary to perform Additional Duties.

Employer Obligations

- 5.23. Remain 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.
- 5.24. The Employer will actively encourage Employees to seek formal recognition of their skills (recognition of prior learning) and will allow leave for such purposes where deemed appropriate by the Employer.

6. Housekeeping

- 6.1. Employees shall as necessary and as directed comply with the following:
- 6.1.1. Paperwork - all paperwork requirements of the Employer will be completed on a daily basis (with accurate attention to details and neatness). Where such paperwork contains discrepancies the Employer shall discuss with the relevant Employee any need for amendments. This may include:
 - a. Time Sheets
 - b. Docket Books
 - 6.1.2. Presentation - all Employees will as far as practicable wear the Employer issued uniforms and safety gear and will be well spoken, helpful, informative and cooperative with Clients.
- 6.2. Where a Client seeks to instruct an Employee to change the specifications of a job, the Employee must:
- 6.2.1. Refer the Client to the Employee's direct supervisor; and
 - 6.2.2. Not act on the Client's request until authorised to do so by the Employee's direct supervisor.
- 6.3. It is the Employee's responsibility to produce any Necessary Documentation required to enter, or remain in, a particular workplace or jobsite for the purpose of performing work under this Agreement. See *Section 6.6 - Inability to enter the workplace/jobsite*.
- 6.4. Each Employee's performance in discharging the above duties will be taken into account as part of a review of each Employee's performance.

Inability to enter the workplace/jobsite

- 6.5. If an Employee is unable to access the workplace/jobsite where the Employee has been deployed to perform work due to the Employee's failure to present the Necessary Documentation, the Employee will not be considered to be in attendance at work until after:
- 6.5.1. The Employee accesses that workplace/jobsite; or
 - 6.5.2. The Employee is deployed to, and commences work at, another workplace/jobsite that the Employee can access.

Company Motor Vehicles

- 6.6. Where it is determined by the Employer that an Employee requires a motor vehicle, the Employee will be provided with a motor vehicle for use in accordance with the Employer's motor vehicle policy.

Licenses

- 6.7. All Employees will ensure that they are in possession and the Employer is in possession of all appropriate and current valid certificates or licenses in conjunction with their employment.
- 6.8. Employees have an obligation to report to their manager any changes in the status of licenses held. Failure to report will result in disciplinary procedures.
- 6.9. Employees understand that disciplinary action may be taken against them, including stand down or termination, if their licenses for the class/classes relevant to their position is revoked.

Fines and Infringements

- 6.10. Employees are responsible for the payment of any fines or infringements (for example: parking and speeding fines) they incur when in charge of an Employer's vehicle.
- 6.11. It is a condition of this Agreement that any Employee issued with a fine or infringement whilst driving an Employer vehicle:
- 6.11.1. Report the fine or infringement to their supervisor,
 - 6.11.2. Provide the Employer with proof that the fine has been paid by the due date; and,
 - 6.11.3. Provide the Employer with proof that the Employee's certificates and licenses are valid.

- 6.12. The Employee understands that failure to abide by the reporting process outlined in *Section 6.13* above may result in formal discipline.

Tax

- 6.13. Unless specified otherwise, the amounts listed in this Agreement are Gross Payments.
- 6.14. Pay As You Go (**PAYG**) withholding will be applied to Gross Payments, and amounts will be reported on your PAYG Payment Summary, where required by Tax Law.
- 6.15. From time to time, the Employer will require an Employee to complete declarations and provide supporting documentation associated with tax to support tax concessions that may apply under this Agreement.
- 6.16. Failure to provide information under *Section 6.15* may result in such entitlements being taxed at the PAYG rate or revoked entirely.

7. Employer Bookings and Request to Reschedule

- 7.1. Any dispute in relation to this section shall be dealt with in accordance with *Section 10 - Dispute Resolution*.

Scheduled Travel Arrangements

- 7.2. It is each Employee's responsibility to attend any Scheduled Travel Arrangement booked for them by the Employer.
- 7.3. Where the Employee misses or requires the Employer to change any part of a Scheduled Travel Arrangement without adequate reason, it is the Employee's responsibility to provide authority for costs to be deducted in circumstances where the change results in an additional cost being incurred. As the amount will constitute as a debt payable to the Employer, it is the Employee's responsibility to complete *Annexure A - Application for Re-scheduling of Travel Arrangement*.

Bookings

- 7.4. It is each Employee's responsibility to attend all Bookings made for them by the Employer.
- 7.5. Where the Employee either misses the Booking or requests the Employer to reschedule the time of the Booking without adequate reason, the amount will constitute as a debt payable to the Employer. It is the Employee's responsibility to provide authority for costs to be deducted. It is the Employees responsibility to complete *Annexure B - Application for Re-scheduling of Booking*.

8. Clothing & Safety Wear

- 8.1. The Employer shall provide Fulltime Employees with the following:
- 8.1.1. Five (5) cotton shirts to be replaced on a fair wear and tear basis,
 - 8.1.2. Three (3) pairs of 100% cotton pants to be replaced on a fair wear and tear basis; and
 - 8.1.3. One (1) pair of quality boots to be replaced on a fair wear and tear basis.
 - 8.1.4. One (1) Company polo shirt for use when in transit to and from the location of Distant Work and or attending any work-related compliance activities.
 - 8.1.5. Pair of safety glasses with side protections, either tinted or not tinted. For those Employees who require prescription glasses the Employer will contribute up to \$200.00 and will be reimbursed upon a receipt of purchase. New employees will be reimbursed on completion of their probation upon a receipt of purchase. If the Employee chooses to purchase prescription safety glasses above the amount contributed by the Employer, then the Employee shall pay the additional cost.
 - 8.1.6. Any supplementary PPE where required for specific workplace tasks i.e. Riggers Gloves.
- 8.2. The Employer shall provide Casual Employee with the following

- 8.2.1. Three (3) cotton shirts to be replaced on a fair wear and tear basis,
- 8.2.2. Two (2) pairs of 100% cotton pants to be replaced on a fair wear and tear basis;
and
- 8.2.3. One (1) pair of boots issued upon the completion of 1000 hours of work.
- 8.3. The Employer will provide Employees one (1) Hi Vis safety jacket (issued in May to new Employee after probation) to be replaced on a wear and tear basis.
- 8.4. All company supplied clothing shall be issued by size and gender.
- 8.5. Audiometric testing will be conducted prior to a person commencing employment, and thereafter at intervals of 24 months. The Employer will be liable for the cost of the test and if the test is taken during ordinary working hours, the employee will not suffer any loss of pay.
- 8.6. All Employees upon termination of employment must immediately return the items of clothing provided in reasonable condition. Failure to do so may, in the discretion of the Employer, result in a debt owing to the Employer.

9. Agreement Flexibility

- 9.1. The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement where:
 - 9.1.1. the IFA deals with one or more of the following matters:
 - a. Arrangements about when work is performed,
 - b. Overtime rates,
 - c. Penalty rates,
 - d. Allowances,
 - e. Leave loading;
 - f. Compassionate Leave,
 - g. Parental Leave.
 - h. Community Services and Jury Service, and
 - i. Clothing and Safety Wear,
 - 9.1.2. The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in *Section 9.1*; and
 - 9.1.3. The arrangement is genuinely agreed to by the Employer and Employee.
- 9.2. The Employer must ensure that the terms of the IFA:
 - 9.2.1. Are about permitted matters under section 172 of the *Fair Work Act*; and
 - 9.2.2. Are not unlawful terms under section 194 of the *Fair Work Act*; and
 - 9.2.3. Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3. The Employer must ensure that the IFA:
 - 9.3.1. Is in writing,
 - 9.3.2. Includes the name of the Employer and Employee,
 - 9.3.3. 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.
 - 9.3.4. Includes details of:
 - a. The terms of the Agreement that will be varied by the arrangement,
 - b. How the arrangement will vary the effect of the terms,
 - c. 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

- 9.3.5. States the day in which the arrangement commences.
- 9.3.6. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.4. The Employer or Employee may terminate the IFA:
 - 9.4.1. By giving no more than 28 days written notice to the other party to the IFA; or
 - 9.4.2. If the Employer and Employee agree in writing — at any time.

10. Dispute Resolution

- 10.1. If a dispute relates to:
 - 10.1.1. A matter arising under the Agreement; or
 - 10.1.2. The NES,
 this section sets out procedures to settle the dispute.
- 10.2. In the first instance, the parties to the dispute must try to resolve the dispute in a timely manner at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 10.3. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 10.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 10.5. Fair Work Commission may deal with the dispute in two stages:

First Stage

 - 10.5.1. Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

Second Stage

 - 10.5.2. If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - a. Arbitrate the dispute; and
 - b. Make a determination that is binding on the parties.

Note If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 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 procedures in this term:
 - 10.6.1. An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 10.6.2. 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:
 - a. The work is not safe; or
 - b. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. The work is not appropriate for the Employee to perform; or
 - d. 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 Fair Work Commission in accordance with this term.

11. Consultation

- 11.1. This part applies if the Employer:
- 11.1.1. 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
 - 11.1.2. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 11.2. The Employer must notify the Employees of the decision to introduce the major change as soon as practical and reasonable.
- 11.3. The Employees may appoint a Representative for the purposes of the procedures in this Section. The Employer must recognise the Representative if:
- 11.3.1. A Relevant Employee appoints, or Relevant Employees appoint, a Representative for the purposes of consultation; and
 - 11.3.2. The Employee or Employees advise the Employer of the identity of the Representative.
- 11.4. As soon as practicable after making its decision, the Employer must:
- 11.4.1. Discuss with the Relevant Employees (Employees who may be affected by the change):
 - a. The introduction of the change,
 - b. The effect the change is likely to have on the Employees; and
 - c. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
 - 11.4.2. For the purposes of the discussion — provide, in writing, to the Relevant Employees:
 - a. All relevant information about the change including the nature of the change proposed,
 - b. Information about the expected effects of the change on the Employees; and
 - c. Any other matters likely to affect the Employees.
 - 11.4.3. The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.5. The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 11.6. In this term, a **major change** is likely to have a significant effect on Employees if it results in:
- 11.6.1. The termination of the employment of Employees; or
 - 11.6.2. Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - 11.6.3. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 11.6.4. The alteration of hours of work; or
 - 11.6.5. The need to retrain Employees; or
 - 11.6.6. The need to relocate Employees to another workplace; or
 - 11.6.7. The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 11.7. Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees:
- 11.7.1. The Employer must notify the Relevant Employees of the proposed change; and
 - 11.7.2. Sections 11.8 to 11.10 apply.
- 11.8. The Relevant Employees may appoint a representative for the purposes of the procedures in this term. If:
- 11.8.1. A Relevant Employee appoints, or Relevant Employees appoint, a Representative for the purposes of consultation; and
 - 11.8.2. The Employee or Employees advise the Employer of the identity of the Representative.
- the Employer must recognise the representative.
- 11.9. As soon as practicable after proposing to introduce the change, the Employer must:
- 11.9.1. Discuss with the Relevant Employees the introduction of the change; and
 - 11.9.2. For the purposes of the discussion—provide to the Relevant Employees:
 - a. All Relevant information about the change, including the nature of the change; and
 - b. Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - c. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - d. Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - 11.9.3. The Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 11.10. The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 11.11. In this clause, **Relevant Employees** means the Employees who may be affected by a change referred to in Section 11.1.1

12. Consultative Committee

COMPANY CONSULTATIVE COMMITTEE, CONSULTATION AND PARTICIPATION

- 12.1. The Company will establish and maintain, a Consultative Committee as a forum for effective communication between the parties.
- 12.2. The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees. The parties agree that there will be a maximum of three representatives from management and three from the site workforce.
- 12.3. The principle purpose of this Committee will be to:
- 12.3.1. Monitor the implementation of the terms of this Agreement
 - 12.3.2. Facilitate the process of workplace reform through consultation
 - 12.3.3. Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
 - 12.3.4. Monitor, discuss, develop and/ or recommend measures or actions in respect of but not limited to:

- a. Productivity
- b. Job Security
- c. Skills audit and training
- d. Management of quality assurance
- e. Work health and safety
- f. Existing and future work
- g. Removal of restrictive work practices
- h. Productive use of inclement weather downtime
- i. Rehabilitation of injured Employees
- j. Environmental protection
- k. Redundancies

12.4. These meetings should be conducted in a formal manner with an agenda, minutes and signed attendance register.

Where a Company Consultative Committee is established this is not to replace direct consultation between management, the workforce and their representatives, but to be in addition to.

13. Posting of Agreement

- 12.1. To ensure the parties are aware of the terms of the agreement, and assist in the avoidance of a dispute, or in any resolution of a dispute, a copy of the Agreement will be retained by the Employer at all times for ready access by any Employee
- 12.2. The Employer will provide Employees with the online link to the Agreement accessible via the FWC website.
- 12.3. The Employer will provide a hard copy of the Agreement to an employee upon request.

14. Categories of Employment

- 14.1. An employee may be engaged on a full-time, part-time, fixed term, maximum term, specified task or casual basis as provided in their Letter of Offer.
- 14.2. Full time and part time employees are engaged in accordance with the terms set out in *Section 25 - Working Hours & Breaks* and *Section 27 - Overtime & Penalties*.

15. Casual Employment

- 15.1. A Casual Employee will be only entitled to base rates, loadings and penalties prescribed in this Section 15.
- 15.2. A Casual Employee will be provided a 25% casual loading on the applicable base rate of pay provided in *Schedule 2 – Classifications and Rates of Pay*.

Casual Exclusion

- 15.3. Casual Employees are excluded from the following entitlements as being included in the 25% loading:
 - 15.3.1. Annual Leave (Section 33),
 - 15.3.2. Paid Personal/Carers Leave (Section 35),
 - 15.3.3. Parental Leave (Section 36) (except where the Casual Employee is entitled to Parental Leave in accordance with the NES),

- 15.3.4. Notice of Termination (Section 20.1),
 - 15.3.5. Redundancy (Section 22),
 - 15.3.6. Rostered Days Off; (Section 26),
 - 15.3.7. Stand Down (Section 32),
 - 15.3.8. Docket Allowance (*Schedule 3 – Summary of Allowances*).
- 15.4. On each occasion a Casual Employee is required to attend work, the Casual Employee shall be entitled to be paid for a minimum of four (4) hours work. The Casual Employee will be requested to complete the four (4) hours at the work site or part thereof.
- 15.5. A Casual Employee's employment can be terminated with 1 hours' notice.

Casual Overtime (penalty) Rates & Loadings

- 15.6. Casual Employees under this Agreement will receive penalty rates in conjunction with the penalties provided in *Section 27 -Overtime & Penalties* and will be calculated as follows:
- 15.6.1. Where the relevant penalty is time and one half, the Casual Employee shall be paid 175% of their base rate of pay,
 - 15.6.2. Where the relevant penalty is double time, the Casual Employee shall be paid 225% of their base rate of pay,
 - 15.6.3. Where the relevant penalty is double time and one half, the Casual Employee shall be paid 275% of their base rate of pay.
- 15.7. A Casual Employee working 5 night shifts or more in accordance with *Section 28.2 – Night Shift Work* shall be paid 150% of their base rate of pay.

Right to Request Casual Conversion

- 15.8. A Casual Employee who has worked a pattern of hours on a regular and systematic basis for a continuous period of at least 12 months (a **Regular Casual Employee**) may request in writing to the Employer to have their employment converted to Full Time Employment.
- 15.9. Where a Regular Casual Employee has requested to convert to Full Time Employment, the Employer may agree to or refuse the request in writing within 21 days.
- 15.10. The request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 15.11. Reasonable grounds for refusal include that:
- 15.11.1. it would require a significant adjustment to the Casual Employee's hours of work in order for the employee to be engaged as a Full Time Employee – that is the Casual Employee is not truly a Regular Casual Employee as defined in Clause 13.9;
 - 15.11.2. it is known or reasonably foreseeable that the Regular Casual Employee's position will cease to exist within the next 12 months;
 - 15.11.3. it is known or reasonably foreseeable that the hours of work which the Regular Casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - 15.11.4. it is known or reasonably foreseeable that there will be a significant change in the days and/ or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/ or times during which the Employee is available to work.
- 15.12. Where it is agreed that a Regular Casual Employee will have their employment converted to Full Time Employment, the conversion will take place at the start of the next pay cycle unless otherwise agreed to by both parties.
- 15.13. A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 15.14. Any disputes in relation to *Clauses 13.1 – 13.12* shall be dealt with in accordance with *Clause 10 – Dispute Resolution Procedure*.

16. Probation

- 16.1. An Employee (other than a Casual Employee) will be subject to a probationary period of 6 months during which the Employer shall assess the Employee's suitability for permanent employment.
- 16.2. During the probationary period an Employee's employment may be terminated in accordance with Section 19.

17. Wages & Allowances

- 17.1. Each Employee will be paid a minimum base hourly rate in accordance with *Schedule 2 – Classifications and Rates of Pay* and the Employee's designated employment classification as per *Schedule 1 – Classifications of Employment and Performance*
- 17.2. In addition to the minimum base rate of pay specified in *Schedule 2 – Classifications and Rates of Pay*, Employees may be entitled to allowances provided for in this Agreement as itemised.
- 17.3. For the purposes of this Agreement, the Employer will determine each Employee's classification in accordance with the Employee's skills, experience and capability.
- 17.4. Where an Employee is approved to move to a higher classification permanently, such move (regardless of the level) will not result in a lower base rate of pay for the Employee.
- 17.5. The base rates of pay will be increased annually on each anniversary of the commencement of the Agreement
 - 17.5.1. On Commencement: 4% Fixed Rate Increase
 - 17.5.2. Anniversary 2025: 4% Fixed Rate Increase
 - 17.5.3. Anniversary 2026: 4% Fixed Rate Increaseuntil the nominal expiry date, at which point base rates of pay will not be increased.

Payment of Wages

- 17.6. The Employer will pay Employees weekly in arrears, by way of electronic funds transfer into each Employees' nominated bank account.
- 17.7. Employees are required to nominate the Bank/Building Society/Credit Union into which their pay is to be deposited.
- 17.8. In determining any payments to be made to the Employee on termination of employment, the Employer shall reconcile amounts payable to the Employee against any amount owed to the Employer, including any overpayment of remuneration or any other amount provided for by this Agreement.
- 17.9. All wages, allowances and other monies to be paid under this Agreement and pay slip details will be made available no later than 6.00pm on Thursday of each week(weekly)
- 17.10. An employee who has not received their weekly pay (for reasons other than circumstances beyond the reasonable control of the Employer) shall receive it by 6.00pm on the Friday following their usual pay day.
- 17.11. Pay slips will include the following details:
 - a) Employer name and ABN;
 - b) Employee name;
 - c) Classification of the Employee;
 - d) Period to which the pay slip relates and the date of payment;
 - e) Gross amount of the payment;
 - f) Net amount of the payment;

- g) Ordinary hourly rate, the number of hours employed in the period at the ordinary rate and amount of the payment made at the ordinary time;
 - h) Any penalty rates, the number of hours employed in the period at those penalty rates and amount of the payment at those rates;
 - i) Details of any amount paid to the Employee that is a bonus, loading, allowance, incentive-based payment or other separately identifiable entitlement;
 - j) Details of any deductions and the purpose for those deductions;
 - k) Details of Superannuation contributions made on the Employees behalf, including the amount, name of the fund and when the contribution was made;
 - l) Details of any leave payments, including the amount, the type of leave and period of leave to which it relates; and
 - m) Details of all accrued entitlements such as RDOs, Annual Leave and Personal Leave etc.
- 17.12. Where documentation pertaining to the ability for an Employee to be paid (time sheets, banking information) is not available, the Employee acknowledges they may be paid in the time frame provided in *Section 16.9 and 16.10*.

18. Superannuation

- 18.1. Subject to the relevant applicable legislation the Employer will make superannuation contributions on behalf of each Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time.
- 18.2. Superannuation will be paid on ordinary time earnings for up to 36 hours per week, regardless of which day the hours are worked.
- 18.3. For the purpose of clause 18.2 above, a week is from Monday to Sunday inclusive.
- 18.4. Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into a fund nominated by the Employer, which offers a MySuper product.
- 18.5. Employees may elect to salary sacrifice part of their gross income as additional superannuation contributions.
- 18.6. Any salary sacrifice arrangements entered into between the Employer and an Employee will:
 - 18.6.1. Commence on the written authority of the Employee; and
 - 18.6.2. Immediately cease at the written request of the Employee or in the event that the ATO requests.
- 18.7. Where the Company implements a Roster Cycle which results in an employee not receiving wages during a period of rest and recreation (**R&R**), the Company will:
 - 18.7.1. Contribute to an Employee's superannuation fund an amount equal to the ordinary time earnings superannuation contribution they would have received for their on-duty period, capped at 36 ordinary hours.
 - 18.7.2. For the avoidance of doubt, this clause will not apply to Roster Cycle in which ordinary hours are averaged over an Employee's on-duty period and R&R period. In such circumstances, Employee will receive their regular superannuation contributions for the relevant Roster Cycle and clause 18.7 will not apply.
 - 18.7.3. For the purposes of this clause a Roster Cycle means the on-duty period and R&R period. For example, a 7 days on, 7 days off, work arrangement would be a 14 day Roster Cycle.

19. Step Up / Project Based Work

- 19.1. Where an Employee covered by the Agreement is required to work on a project or site where different wages and conditions apply on that project or site, the Employer must genuinely consult, with a view to agree, with the relevant Employees and their representative to review what the appropriate wages and conditions ought to be on the project or site
- 19.2. Following genuine consideration as outlined in clause 19.1 above, the Employer may, in its sole discretion, pay an Employee Wages and conditions different to this Agreement (**Step Up Payment**).
- 19.3. The Step Up Payment will be conditional upon:
- 19.3.1. the Employee being paid not less than the entitlements provided for under this Agreement; and
 - 19.3.2. The Employer and any affected Employees genuinely negotiating and entering into common law employment arrangements; and
 - 19.3.3. The Employer's contract in relation to the project/site works specifically covering the payment of Step Up Payments; and
 - 19.3.4. the Step Up Payments cease when the Employee's involvement in the project/site comes to an end.

20. Termination of Employment

- 20.1. To terminate the employment of a permanent Employee the Employer shall provide the following notice period to the Employee in writing:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year to 3 years	2 weeks
More than 3 years to 5 years	3 weeks
More than 5 years	4 weeks

- 20.2. In addition to the notice entitlement in *Section 20.1*, permanent Employees that have served more than two (2) years continuous service with the Employer and are over forty-five (45) years of age will be entitled to an additional weeks' notice.
- 20.3. The Employer, in its discretion, may make a payment in lieu of notice (wholly or in part) based on the ordinary hours of work provided for in *Section 25 - Working Hours & Breaks*. This payment may be made where the Employer does not require the Employee to work out all, or part, of the appropriate notice period.
- 20.4. The period of notice under Section 20.1 shall not apply:
- 20.4.1. For conduct that justifies Summary Dismissal.
 - 20.4.2. For Casual Employees.
 - 20.4.3. Upon the automatic expiry of an Employee's assignment with the Employer for a fixed duration and/or task as outlined in their Letter of Offer.
- 20.5. Any scheduled R&R or RDO days that occur during the relevant notice period will be considered part of the notice. Requests for Annual Leave to be considered part of the notice period may be approved by the Employer in its own discretion, considering operational requirements.

Resignation by Employee

- 20.6. All Employees will be required to provide notice in writing to the Employer specifying the date of resignation, and the date of the final day of work.

- 20.7. The notice period for a resignation will be in accordance with the table provided for in *Section 20.1*.
- 20.8. The additional notice specified for the Employer terminating an Employee over 45 years of age under *Section 20.2* shall not apply.
- 20.9. If an Employee fails to work the relevant notice in accordance with *Section 20.1, and 20.6*, the Employer shall have the right to withhold the relevant wages for hours not worked.
- 20.10. Failure to provide the date of the final day of work or acknowledge the applicable notice period in a resignation letter in accordance with *Section 20.6* will not be considered as an acceptance by the Employer that the Employee does not need to serve notice. A waiver of the notice period will only be applicable where it has been approved in writing by the Employer.

Final (Termination) Payment

- 20.11. Upon termination of employment, the Employee will receive in their final pay:
 - 20.11.1. Untaken Annual Leave entitlements,
 - 20.11.2. Unpaid wages up until and including the final day of employment,
 - 20.11.3. Unpaid entitlements as deemed payable under a Fair Work Commission approved agreement in accordance with *Section 19 - Step Up / Project Based Work*,
 - 20.11.4. In the event the termination is the result of a dismissal, any notice period deemed by the Employer as not required to be worked by the Employee in accordance with *Section 19.1 – Notice Period*,
 - 20.11.5. Any incomplete notice required by the Employer, as provided in *Section 20.1 – Notice Period*,
 - 20.11.6. In the event of a redundancy, any redundancy payment the Employee is entitled to in accordance with *Section 22 - Redundancy*.
- 20.12. Upon termination of an Employee's employment, the Employer will pay the final (termination) payment at least within 5 working days after the Employee has returned company property and required documentation.
- 20.13. Upon termination of employment, the Employer may reconcile where applicable, any debts incurred by the Employee.

21. Abandonment of Employment

- 21.1. If an Employee has been absent from duty for a period of three (3) working days or more without prior notification or authorisation by their supervisor or without reasonable excuse, the Employee may be deemed to have abandoned their employment.
- 21.2. The Employer will endeavour to make all reasonable contact with the Employee and their nominated next of kin.
- 21.3. If an Employee has been deemed to have abandoned their employment, the Employer may terminate the Employee's employment in accordance with *Section 20* of this Agreement and the NES.

22. Redundancy

When Redundancy will not apply

- 22.1. An Employee will not be entitled to redundancy pay where:
 - 22.1.1. there is a transmission of business or part of the business where the Employee is offered employment by the incoming company (the transmittee) on terms substantially similar to and considered to be no less favourable than the Employee's current terms, with recognition of prior service. Where the Employee rejects such offer, redundancy will also not apply.
 - 22.1.2. An Employee is Casual, temporary, a registered traineeship.

- 22.1.3. The Employer obtains alternative employment for the Employee with similar remuneration as the position being made redundant, even if the Employee rejects the offer of employment.
- 22.2. Where the Employee is engaged as a Local Employee and alternative employment cannot be sourced within the locality of the branch, the Employer will provide redundancy.

Transfer to Lower Paid Duties

- 22.3. Where an Employee is transferred to lower paid duties, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under *Section 20*.
- 22.4. The Employer may pay compensate for notice by paying an amount equal to the difference between the wages of the redundant position and the new position. This will be calculated from:
- 22.4.1. The ordinary working hours to be worked by the Employee; and
- 22.4.2. The amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
- 22.4.3. Any other amounts payable under the Employee's employment contract.

Termination Notice Period

- 22.5. The Employer will provide notice to the Employee in accordance with terms set out in *Section 20 - Termination of Employment*

Redundancy Pay

- 22.6. For the purpose of the award Industry specific redundancy scheme The Employer will during the life of this Agreement, be a member of Reddifund.
- 22.7. 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.
- 22.8. 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, at the following weekly rate:
- 22.9. \$95.21 per week. This amount will increase as per clause 17.5.
- 22.10. In addition to the redundancy contributions prescribed in clause 22.9 the Employer will also pay an amount of \$10.00 (plus GST) per week per Employee to ReddiFund Ltd for provision of Mutual Benefits for the Employees who are covered by the Agreement.
- 22.11. 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.
- 22.12. Employees will not be entitled to any redundancy provisions as set out in the NES.

23. Insurances

- 22.1. The Employer will pay \$25 per week per Employee to Reddifund for the provision of:
- a) Accident and Sickness Income Protection;
- b) Workers Compensation Top-Pay; and
- c) Trauma insurance.

24 Hour Accident and Sickness Insurance

- 22.2. The Employer will ensure that Employees under this Agreement will be covered by a ReddiFund Income Protection Plus (JLT) Policy as the primary policy for the purposes of this clause ('Accident and Sickness Income Protection').
- 22.3. Accident and Sickness Income Protection will be paid for all periods of Employee authorised absence.
- 22.4. For the purposes of this clause, Accident and Sickness Income Protection means:
- a) 24 hour cover;
 - b) weekly benefits of 85% of the Employees' Ordinary Wages to a maximum of \$1,500.00 per week;
 - c) Superannuation contributions up to a maximum of \$190.00 per week;
 - d) a 21 day waiting period (28 days for sporting injury claims);
 - e) a benefit period of 104 weeks maintained for persons up to the age of 70 years;
 - f) The Employer must pay Accident and Sickness Income Protection 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 in one continuous period or not.

Workers Compensation Top-Up Pay

- 22.5. 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 17.6 – Payment of Wages.
- 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.
- 22.6. The Employer must insure Employees for Top-Up Pay from the date of signing the Agreement.
- 22.7. 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:
- a) Amount A payment received for the 1st to 13th weekly payments prescribed under clause 11(2) of Schedule 1 of the WCIM Act; and
 - b) Amount A payment received after the 13th weekly payment prescribed under clause 11(2) of Schedule 1 of the WCIM Act.
- 22.8. 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.
- 22.9. 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.
- 22.10. 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.

Trauma Insurance

- 22.11. The Employer must insure each Employee for trauma insurance providing financial compensation in the event of a work related accident resulting in death of the Employee or permanent and total disablement.
- 22.12. The trauma insurance referred to in clause 22.11 must be a policy with entitlements no less than a lump sum payment of \$300,000.00 in the event of the Employee's death or permanent and total disablement
- 22.13. If the Employer fails to take out trauma insurance pursuant to clause 22.11, 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 22.11 and clause 22.12.

24. Training Activities

- 24.1. The Employer will actively encourage Employees to seek formal recognition of their skills (recognition of prior learning) and will allow paid leave for such purposes where deemed appropriate by the Employer.
- 24.2. Full Time Employees will be paid at their applicable base hourly rate of pay for attending any approved training (including but not limited to verification of competencies, ticket upgrades, first aid courses) regardless of whether the training occurs outside of the Employee's ordinary hours of work or not.
- 24.3. To apply for training the Employee must complete and have approved a Training Agreement Declaration provided in writing authorising the Employer to deduct from the Employee's final wages an amount equal to the costs of the training and hours associated with that training in the event that the Employee leaves the Employer within twelve (12) months of the training taking place.
- 24.4. Approved training activities required by the Employer (Client/site inductions, Client related competencies), outside of ordinary hours, will be paid at base hourly rates.
- 24.5. Approved training activities that are personal and transferrable in nature (Higher Qualifications) will be paid at base hourly rates (First Aid Training).
- 24.6. The time of taking leave will be arranged so as to minimise any adverse effect on the Employer's operations.
- 24.7. Leave granted pursuant to this Section 24 will count as service for all purposes of this Agreement.

25. Working Hours & Breaks

Ordinary Hours

- 25.1. The ordinary hours of work for Full-time Employees are 36 hours per week, worked in accordance with *Section 26 – Rostered Days Off (RDO)*.
- 25.2. The ordinary hours of work for Part-time Employees are less than 36 hours per week, worked in accordance with *Section 26 – Rostered Days Off (RDO)* on a pro rata basis.
- 25.3. Other than for Employees directed to work Night Shift, the ordinary hours of work will be between 7.00am and 3.30pm Monday to Friday.
- 25.4. Due to the Employer's operational requirements of the workplace, the Employee may be required to work more than the specified and will be paid wages in accordance with *Section 27 – Overtime & Penalties*.

Minimum break periods

- 25.5. The Employer shall endeavor to give every Employee a minimum break of ten (10) hours between finishing time on one day and starting time the next. This would include circumstances where one day shift extends into the next day.

- 25.6. In the event another Employee is not available to complete required work, the Employer may reduce the ten (10) hours break to eight (8) hours with the consent of the Employee.
- 25.7. Employees are not to continue or resume work without a minimum ten (10) hour break without the consent of the Employer. Employees are required to advise the Employer in the event that complying with any instruction to work will result in a breach of the minimum break of ten (10) hours.
- 25.8. Where the Employee cannot notify the Employer of a situation whereby a break of 10 hours cannot occur and no mutual agreement has been made to reduce the break to 8 hours, they must not attend the site or resume or continue to work until discussing the situation with the relevant manager or supervisor. Before the end of the shift the Employee must contact the manager or supervisor to advise of the situation. Ordinary hours lost to accommodate for the 10 consecutive hours will be paid at ordinary time from Monday to Friday at the Employee's base rate of pay.
- 25.9. In the absence of a mutual agreement to reduce to 8 hours break, an Employee must not resume or continue work or be permitted to resume or continue work without having had a ten hour break. Additionally, Employees must inform the Employer if by complying with the instruction to begin work they would contravene the 10 hour minimum break.
- 25.10. Where a reduction in the minimum break time is mutually agreed, an Employee continuing the working day in absence of the ten (10) hour break will be paid at double time rates until released from work. The Employee will then be absent from work until a break of ten (10) hours has been served.

Starting time

- 25.11. The default start time for work will be 7.00am daily.
- 25.12. An Employee's starting time for any day may be varied without penalty by:
- 25.12.1. The Employer with the consent of the Employee; or
- 25.12.2. The Employer can request a variation of up to 1 hours prior of the default starting time of 7.00am provided that:
- a. Notice is given to the Employee no less than ten (10) hours prior to the varied starting time; and
- b. All reasonable endeavours shall be made not to create excessive disruption to the Employee.

Meal Breaks

- 25.13. All breaks will be taken at times convenient to the Employer's, or Client's operational requirements. No penalty will apply, or other cost incurred by the Employer, in the event late breaks, or staggered breaks are scheduled to meet operational needs.

Morning Break

- 25.14. A fifteen (15) minute paid morning break must be taken between 0930 hours and 1000 hours, however the default time is 0930 hours.
- 25.15. If an Employee leaves the workplace to take a morning tea break:
- 25.15.1. That break is deemed to commence from the time the Employee leaves the place of work; and
- 25.15.2. The Employee must recommence work fifteen (15) minutes after commencing the break.

Lunch Break

- 25.16. An unpaid lunch break of thirty (30) minutes shall be taken at default time of 1.00pm unless otherwise directed by manager or site regulation.
- 25.17. Pursuant to *Section 24.20*, this break may be payable in lieu of the Overtime/Afternoon Break.

Overtime/Afternoon Break

- 25.18. An overtime meal break of twenty (20) minutes will be taken and paid at an employee's ordinary rate of pay where:

- 25.18.1. the period of overtime is more than 2 hours after the last ordinary hour worked; and
- 25.18.2. the Employee's manager or supervisor has given approval for the overtime and authorised it on a relevant time sheet.
- 25.18.3. Only the first meal break is payable,
- 25.19. The overtime meal break may be varied between the Employer and Employee to meet the circumstances of the work. Any variation will not result in more than twenty (20) minutes being payable.
- 25.20. When on site on site and the circumstances of the work result in the overtime/afternoon break not being fulfilled in it's entirely, the Employer may elect to pay the Employee the thirty (30) minute unpaid lunch break provided in *Section 25.16*.

26. Rostered Days Off (RDO)

Accrual of RDOs

- 26.1. Rostered days off (RDO's) are accrued and taken by all non-Casual Employees within the following guidelines:
- 26.2. RDO's will accrue with the ordinary working hours in a 10 day cycle with 0.8 hours of the 8 hours worked for each of the 9 days accruing towards an RDO on the 10th day.
- 26.3. RDO's accrue only when the Employee is at work and will not accrue when the Employee is:
 - 26.3.1. Taking an RDO,
 - 26.3.2. On any other form of paid leave (Annual Leave, Personal Leave, Parental Leave, Compassionate Leave, Long Service Leave),
 - 26.3.3. On leave due to a Public Holiday,
 - 26.3.4. On any form of unpaid leave,
 - 26.3.5. Taking a fatigue management related day,
 - 26.3.6. Absent from work on income insurance payment,
 - 26.3.7. Absent from work on workers compensation.

Taking of RDOs

- 26.4. Accrued RDO's can be taken in full or half days.
- 26.5. The Employer will endeavour to provide 3 working days' notice of RDO to the Employee.
- 26.6. Subject to *Section 26.5*, Employees can take accrued RDO at times agreed with the Employer provided that:
 - 26.6.1. The Employee gives the Employer at least one (1) weeks' notice of that intention prior to the date of the intended RDO; or
 - 26.6.2. Providing the request is reasonable the Employee can provide less than one (1) weeks' notice subject to consideration of operational requirements.
- 26.7. On days of low levels of work where the Employer and Employee cannot find any suitable alternative tasks, the Employer may request the Employee to take an RDO.

Cashing Out of RDOs

- 26.8. Employees are to request in writing to cash out excess RDO entitlements provided that there is a remaining balance of 10 days or 72 hours after the cash out.

Payment of RDO's on Termination

- 26.9. On termination, an Employee will be paid out any untaken RDO hours.
- 26.10. In the case of termination an Employee who has not worked a completed ten (10) day two (2) week cycle shall receive pro rata accrued entitlements for each day worked in such cycle.

27. Overtime & Penalties

- 27.1. An Employee shall be required to work reasonable overtime.
- 27.2. An Employee shall not be entitled to be paid overtime (penalty) rates unless that overtime has been authorised by the Employee's manager or supervisor.

Overtime hours on weekdays

- 27.3. All hours worked on weekdays before 6.00am and after 6.00pm or in excess of 8 ordinary hours will be paid at time and one half (150%) for the first two hours and double time (200%) thereafter of the applicable rate of pay.

Saturday

- 27.4. All hours worked on Saturdays, shall be paid at time and one half (150%) for the first two hours and double time (200%) thereafter of the applicable rate of pay.
- 27.5. An Employee required to work on a Saturday will be engaged and paid a minimum of four (4) hours work.
- 27.6. Overtime worked after 12 noon shall be paid at double time (200%) of the applicable rate of pay.

Sunday

- 27.7. All hours worked will be paid at double time (200%) of the applicable rate of pay.
- 27.8. An Employee required to work on a Sunday will be engaged and paid a minimum of four (4) hours work.

Public Holidays

- 27.9. All hours worked will be paid at double time and one half (250%) in lieu of the public holiday, at the applicable rate of pay.
- 27.10. For the avoidance of doubt, Public Holiday pay will be stand alone. There will be no double dipping with any other entitlement for hourly pay such as *Section 28 - Night Shift Work* and *Section 29 - Call Out*.
- 27.11. Employees who do not work a public holiday will be paid ordinary time rates in accordance with *Section 34 - Public Holidays*.

Cancellation of Weekend Overtime

- 27.12. The Employer may cancel weekend overtime by providing the employee with a minimum of 24 hours notice prior to the scheduled start time, without the obligation to pay any penalty. However; should the Client be liable to pay the Employer a cancellation fee, then a minimum of four (4) hours at the appropriate overtime rates of pay.

28. Night Shift Work

- 28.1. Night shift work means:
 - 28.1.1. Employees who work five (5) or more consecutive night shifts; and
 - 28.1.2. Shifts where the majority of the work occurs between 6pm and 6am will be considered night shift work for the purposes of this section.
- 28.2. Night shifts will be paid the following night shift loading for work performed in ordinary hours:
 - 28.2.1. for permanent Employees – a 25% loading calculated on applicable base rate of pay; or
 - 28.2.2. for Casual Employees – an additional 25% loading calculated as 150% (inclusive of casual loading) of the applicable base rate of pay.
- 28.3. Night shifts worked on a weekend or Public Holiday will be paid at the relevant overtime rate in lieu of the night shift loading.
- 28.4. Any Personal Leave, Annual Leave, or Leave Without Pay that disrupts the five (5) consecutive Night Shifts will be counted as a Night Shift and will not be considered to break the continuity of night shift work.

- 28.5. For an Employee who works less than five (5) consecutive Night Shifts, the Employer will, in its discretion, either:
- 28.5.1. Endeavour to roster any changeover from Night Shift to Day Shift, or vice versa, to occur on weekends or time off.
 - 28.5.2. Pay the Employee time and a half for the first two hours (150%), and double time (200%) thereafter on the applicable rate of pay where the shift ends on a weekday in accordance with section 28.1;
 - 28.5.3. Pay the Employee in accordance with the prescribed overtime rates on Saturdays, Sundays and Public Holidays provided for in section 27.4, 27.7, and 27.9.

Stand Down

- 28.6. A stand down period is applicable after the completion of rostered night shifts provided that:
- 28.6.1. The last night shift finished between and including Monday and Friday, and
 - 28.6.2. The Employee is not a casual Employee.
- 28.7. The stand down will be 8 hours duration.
- 28.8. Where, because of the stand down, an Employee commences work after their rostered start time, they will be paid at their rate of pay for the time between when they were rostered to commence work and the time they actually start work.
- 28.9. It will not occur more than once per shift cycle (cycle refers to period commencing day shift roster, changing to Night Shift roster and returning to day shift).

29. Call Out

- 29.1. An Employee called out by the Employer to work with less than one hours' notice when they are not rostered to work on that particular day shall be paid a minimum of four (4) hours at the applicable overtime rates.
- 29.2. The Employee shall be required to work the full four (4) hours even where the job the Employee was recalled to perform is completed within a shorter period.
- 29.3. An Employee may request to leave the job prior to the completion of the 4 hour period at the discretion of the manager. The Employee will remain fit for duties in accordance with company fitness for work procedures during the remainder of the four (4) hour call back period.
- 29.4. This section 29 also includes circumstances where the Employee has departed work for the day.
- 29.5. Any related travel will be done on the Employees own time, no allowance will be paid for associated travel.
- 29.6. For the avoidance of doubt, this section 29 does not apply when an Employee is demobilising from scheduled work on a site or project.

30. Working Away

- 30.1. Where the Employer directs an Employee to perform work at such a location that the Employee is not able to return at night, one of the following will apply:
- 30.1.1. The Employer will provide the Employee all meals and accommodation; or
 - 30.1.2. The Employee may request for the Employer to reimburse the reasonable costs of meals and accommodation. This request must be approved prior to the commencement of any work away; or
 - 30.1.3. The Employer will provide the Employee with accommodation only and will pay the Employee \$55.00 per night for meals.

31. Inclement Weather

- 31.1. Inclement weather means the existence of abnormal climatic conditions (such as strong rain, winds, hail, lightning) making the continuation of work unsafe, as deemed by the Employees, Employer or client of the Employer.
- 31.2. In any situation where inclement weather does or is likely to affect safe work, affected employees and the employer shall consult on and seek the best method for completing work safely or shall seek alternate safe work if available. For the purposes of this *section*, an employee operating machinery fitted with a functional weatherproof cab or otherwise protected from the inclement weather e.g. work inside buildings or other areas protected from inclement weather shall not be deemed to be exposed to inclement weather.
- 31.3. Where work cannot continue due to inclement weather, the Employer and Employees will be required to take appropriate action such as:
 - 31.3.1.1. Remain on site until advised work can continue,
 - 31.3.1.2. Transfer Employees and equipment to an alternative location as directed,
 - 31.3.1.3. Return to the branch location with or without equipment
- 31.4. If no alternative tasks during the period of inclement weather can be assigned to the Employees, they will be requested by the employer to take a RDO in accordance with *Section 26 – Rostered Days off (RDO)* or stand down without pay in accordance with *Section 32 - Employees Stood Down*

32. Employees Stood Down

- 32.1. The Employer may stand down an Employee during any period during which an Employee cannot usefully be employed at all due to:
 - 32.1.1. industrial action in accordance with the Fair Work Act,
 - 32.1.2. a breakdown of machinery such as a third party breakdown or a breakdown where the Employer could not have reasonably taken steps to prevent it; or
 - 32.1.3. a stoppage of work for any cause for which the Employer cannot reasonably be held responsible (such as a natural disaster).
- 32.2. An Employee will not be entitled to pay for circumstances under this *section 32*. An Employee may be paid until they are returned to their place of residence in circumstances where a breakdown of machinery results in an Employee requiring transport with other suitable and reasonable arrangements approved by the Employer.
- 32.3. An Employee may also be stood down without pay in circumstances for breach of fitness for work or serious misconduct.
- 32.4. The Employer shall not stand down an Employee under this *section 32* in the following circumstances:
 - 32.4.1. scheduled maintenance work, or
 - 32.4.2. unavailability/low demand for work where alternative duties can be provided.

33. Annual Leave

- 33.1. Full time and part time Employees are entitled to four (4) weeks Annual Leave plus 17.5% leave loading for each twelve (12) months completed service in accordance with the NES.
- 33.2. A part-time Employee shall accrue an entitlement to Annual Leave on a pro-rata basis based upon the proportion of the number of hours worked each week.
- 33.3. Annual Leave accrues progressively on a weekly basis but does not accrue during any period of unpaid or unauthorised leave.
- 33.4. Annual Leave can be taken by the Employee requesting to take accrued Annual Leave. Leave approval is subject to the operational requirements of the workplace.

- 33.5. To assist in the granting of leave Employees should generally provide a minimum of four (4) weeks' notice. This can be reduced to two (2) weeks' notice upon mutual agreement between the Employee and Employer.
- 33.6. Any untaken leave in one (1) year cumulates to the next year. Untaken Annual Leave is paid out on termination.
- 33.7. Where the Employer shuts down all or any part of the business for annual period of leave, example Christmas shut down, Employees are required to take accrued Annual Leave on the provision of four (4) weeks' notice. If an Employee does not have sufficient accrued leave he/she can take leave without pay, rostered days off (RDO's) or leave in advance of accrual.
 - 33.7.1 Where an employee has annual leave booked within the twelve (12) months following the period of shutdown, and taking of annual leave during the period will result them having unpaid leave during their booked period, by request, they may take some or all leave without pay during the shutdown period.
- 33.8. The Employer requires Employees to take Annual Leave on a proportionate basis in accordance with their roster cycle.
- 33.9. By written agreement with the Employer, an Employee can elect to cash out part of his/her accrued Annual Leave entitlement in each twelve (12) month period, provided that the remaining accrued entitlement is not less than four (4) weeks.
- 33.10. Employees who are Night Shift Workers will accrue annual leave additional to that provided in *Section 33.1*, equal to 1/52 of the number of hours worked by the Employee as a Night Shift worker for each completed twelve (12) month period of continuous service.
- 33.11. Employees that are classified as 'Continuous Shiftworkers' under the NES are entitled to an additional one (1) week (up to 36 hours) of Annual Leave plus 17.5% leave loading for each twelve (12) months completed service.
- 33.12. The provisions of this section 33 shall not apply to Casual Employees.

34. Public Holidays

- 34.1. This section will operate in accordance with Public Holidays gazetted in the state of Western Australia.
 - 34.1.1. New Year's Day (National),
 - 34.1.2. Australia Day (National),
 - 34.1.3. Labor Day (Western Australia),
 - 34.1.4. Good Friday (National),
 - 34.1.5. Easter Monday (National),
 - 34.1.6. Anzac Day (National),
 - 34.1.7. WA Day (Western Australia),
 - 34.1.8. Queens Birthday (Western Australia)
 - 34.1.9. Christmas Day (National),
 - 34.1.10. Boxing Day (National),
- 34.2. If the Employee works on a Public Holiday, the Employee will be entitled to double time and a half of their base hourly rate of pay, as set out *section 27.9*
- 34.3. Except for Casual Employees, where Employees are not required to work on a day which they are normally required to work because it is a public holiday, they will be paid for the ordinary hours normally worked on that day or part thereof.

35. Personal/Carer's Leave

- 35.1. Full time Employees are entitled to ten (10) days personal/carer's leave for each twelve (12) months' completed service which can either be taken as personal leave or carers' leave in accordance with the NES.
- 35.2. Part time Employees are entitled to a pro-rata entitlement based on the average number of ordinary hours worked per week up to a maximum of the ordinary hours of work provided in section 25.1.
- 35.3. Personal/carer's leave shall accrue progressively on a weekly basis, provided that it does not accrue during any periods of unpaid or unauthorised leave.
- 35.4. Personal/carer's leave is paid at the Employee's ordinary rate of pay.
- 35.5. The provisions of this section with respect to payment do not apply if the Employee is receiving worker's compensation.
- 35.6. Prior to any absence the Employee must notify their direct supervisor or manager as soon as reasonably practical so that a replacement can be arranged. Generally this should occur at least one (1) hour prior to the commencement of such absence.

Personal Leave

- 35.7. An Employee is entitled to personal leave if they are unable to remain at work for reasons of personal ill health or injury.
- 35.8. An Employee may access the Personal Leave entitlement during other approved leave in accordance with this *section 35*.
- 35.9. An Employee must provide a medical certificate indicating that he/she was unfit for work because of personal illness or injury in accordance with the following:
 - 35.9.1. when the leave is taken on a Monday, or Friday, during other leave, or any other day directly before/after a Public Holiday,
 - 35.9.2. when the period of leave is greater than 2 working days.
- 35.10. In the event that it is not reasonably practical to obtain a medical certificate, the Employer will allow for a statutory declaration to be provided detailing the same information. Where requested, this must be provided to the Employer as soon as reasonably practical.

Carer's Leave

- 35.11. Carer's leave is paid or unpaid leave taken to provide care and support to a member of the Employee's Immediate Family or Household because of:
 - 35.11.1. personal illness or injury of the member; or
 - 35.11.2. an unexpected emergency affecting the member.
- 35.12. Where requested by the Employer, an Employee must provide the following:
 - 35.12.1. In the case of illness or injury of a member of the Employee's Immediate Family or Household:
 - a. a medical certificate indicating that the Immediate Family or Household member had a personal illness or injury during a period of the leave: or
 - b. a statutory declaration which includes a statement that the Employee required leave to provide care or support to an Immediate Family or Household member because of personal illness or injury.
- 35.13. It is envisaged that such documentation must be provided by an Employee on each occasion when:
 - 35.13.1. the period of leave taken exceeds 1 working day; or
 - 35.13.2. the period of leave is taken one day prior, or one day after a Public Holiday, weekend or any Annual Leave day.
- 35.14. In the case of an unexpected emergency, a statutory declaration which includes a statement that the Employee required leave to provide care or support to an Immediate Family or Household member because of an unexpected emergency affecting that person.

- 35.15. The Employer may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.

36. Compassionate Leave

- 36.1. Employees can take compassionate leave if:
- 36.1.1. a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury
 - 36.1.2. a baby in their immediate family or household is stillborn
 - 36.1.3. they have a miscarriage, or
 - 36.1.4. their current spouse or de facto partner has a miscarriage.
- 36.2. An employee's immediate family includes their:
- 36.2.1. spouse or former spouse
 - 36.2.2. de facto partner or former de facto partner
 - 36.2.3. child
 - 36.2.4. parent
 - 36.2.5. grandparent
 - 36.2.6. grandchild
 - 36.2.7. sibling.
 - 36.2.8. the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner)
 - 36.2.9. step-relations (for example, step-parent and step-child)
 - 36.2.10. adoptive relations.
- 36.3. Employees are entitled to 2 days compassionate leave each time they meet the criteria.
- 36.4. Employees can take compassionate leave as:
- 36.4.1. a single continuous 2 day period
 - 36.4.2. 2 separate periods of 1 day each
 - 36.4.3. any separate periods as agreed with their employer.
- 36.5. Employees don't accumulate compassionate leave and it's not a part of their sick and carer's leave entitlement. Employees can take compassionate leave any time they need it.
- 36.6. If an employee is already on another type of leave (for example, annual leave) and needs to take compassionate leave, they can use compassionate leave instead of the other leave.
- 36.7. Full-time and part-time employees receive paid compassionate leave. They're paid at their base pay rate for the ordinary hours they would have worked during the leave.
- 36.8. Casual employees receive unpaid compassionate leave.

37. Domestic Violence Leave

- 37.1. Family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an employee that both:
- seeks to coerce or control the employee

- causes them harm or fear.
- 34.1. Full time, part time and casual Employees shall be entitled to ten (10) days of paid Domestic Violence Leave per year.
- 37.2. To access paid family and domestic violence leave, the individual known to the employee could be:
- 37.2.1. an employee's close relative
 - 37.2.2. a member of an employee's household, or
 - 37.2.3. a current or former intimate partner of an employee.
- 37.3. A close relative is:
- 37.3.1. an employee's:
 - 37.3.1.1. spouse or former spouse
 - 37.3.1.2. defacto partner or former de facto partner
 - 37.3.1.3. child
 - 37.3.1.4. parent
 - 37.3.1.5. grandparent
 - 37.3.1.6. grandchild
 - 37.3.1.7. sibling
 - 37.3.2. an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
 - 37.3.3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- 34.2. Proof of domestic violence may be required and can be in the form of a document issued by Police, a Court, a Doctor, a District Nurse, a Maternal and Child Health Care Nurse, a Counsellor, a Psychologist, a Family Violence Support Service or a Lawyer.
- 34.3. All personal information concerning domestic violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.
- 34.4. An employee experiencing domestic violence may raise the issue with their immediate manager or a Human Resource (HR) contact. The Manager may seek advice from HR if the employee chooses not to raise the issue with a HR contact.
- 34.5. An Employee experiencing domestic violence will be advised of the Employee Assistance Program (EAP).

38. Other Leave

- 38.1. Employees are entitled to Long Service Leave in accordance with applicable legislation.
- 38.2. Parental Leave, Community Service Leave, Jury Service Leave will be provided to Employees in accordance with the NES.

39. Other Benefits

39.1. Mobile Phone Usage

39.1.1. Where an employee is requested to utilise a personal mobile phone for work requirements:

39.1.1.1. The employee will be provided by the Company, a \$20 per month mobile phone allowance.

39.2. Gym Membership

39.2.1. Where an employee invests in their health and wellbeing and takes out a gym membership the maximum amount for reimbursement will be \$500 per annum.

39.2.2. Reimbursement will occur after three months of gym attendance at a minimum two (2) proven attendances per week.

39.2.3. For Example:

39.2.3.1. Where a gym membership costs \$1000 per annum, only \$500 will be reimbursed.

39.2.3.2. Where a gym membership costs less than \$500 only the amount of the membership will be reimbursed.

40. Union Delegates Rights

- 40.1. Clause 40 provides for the exercise of the rights of workplace delegates.
- 40.2. In this clause:
- 40.2.1. Delegate's union means the CFMEU in accordance with its rules under which the workplace delegate was appointed or elected; and
 - 40.2.2. Eligible employees means members and persons eligible to be members of the CFMEU who are employed by the employer under this Agreement.
- 40.3. Before exercising entitlements under this Schedule, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 40.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- 40.5. Right of representation
- A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- 40.5.1. Consultation about major workplace change;
 - 40.5.2. Consultation about changes to rosters or hours of work;
 - 40.5.3. Resolution of disputes;
 - 40.5.4. A disciplinary process that may give rise to a waning or termination of employment;
 - 40.5.5. Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the CFMEU with enterprise bargaining; and
 - 40.5.6. Any process or procedure within this Agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.
- 40.6. Entitlement to reasonable communication
- 40.6.1. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 39.5. This includes discussing membership of the CFMEU and representation with eligible employees.
 - 40.6.2. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- 40.7. Entitlement to reasonable access to the workplace and workplace facilities.
- 40.7.1. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - 40.7.1.1. A room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - 40.7.1.2. A physical or electronic noticeboard;
 - 40.7.1.3. Electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - 40.7.1.4. A lockable filing cabinet or other secure document storage area; and
 - 40.7.1.5. Office facilities and equipment including printers, scanners and photocopiers.

- 40.7.2. The employer is not required to provide access to or use of a workplace facility under clause 39.7.1 if:
 - 40.7.2.1. The workplace does not have the facility
 - 40.7.2.2. The workplace does not have the facility; due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - 40.7.2.3. The employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

40.8. Entitlement to reasonable access to training

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- 40.8.1. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees covered by this Agreement.
- 40.8.2. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - 40.8.2.1. Full-time or part-time employees
 - 40.8.2.2. Or regular casual employees
- 40.8.3. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- 40.8.4. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- 40.8.5. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- 40.8.6. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 40.8.7. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

40.9. Exercise of entitlements under Clause 39

- 40.9.1. A workplace delegate's entitlements under Clause 39 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - 40.9.1.1. Comply with their duties and obligations as an employee
 - 40.9.1.2. Comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources
 - 40.9.1.3. Not hinder, obstruct or prevent the normal performance of work; and
 - 40.9.1.4. Not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

- 40.9.2. Clause 39 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 40.9.3. Schedule 39 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

- a. Unreasonably fail or refuse to deal with a workplace delegate
- b. Or knowingly or recklessly make a false or misleading representation to a workplace delegate
- c. Or unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this Schedule X.

Schedule 1 – Classifications of Employment and Performance Review

Crane Operator Classification Description

21- 60t

Includes all Employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 60 tonnes, typically truck mounted cranes and other medium capacity all terrain and slewing cranes, as well as non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification **also includes all Employees suitably skilled, competent and trained to operate crawler type mobile cranes with a rated capacity of 25 to 100 tonnes** who have been engaged and instructed as detailed in their letter of offer.

61 – 100t

Includes all Employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 100 tonnes, typically all terrain and truck mounted cranes as well as other medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification **also includes all Employees suitably skilled, competent and trained to operate crawler type mobile cranes with a rated capacity of up to 160 tonnes** who have been engaged and instructed as detailed in their letter of offer.

101 - 200t

Includes all Employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 200 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification **also includes all Employees suitably skilled, competent and trained to operate crawler type mobile cranes with a rated capacity of up to 300 tonnes** and have been engaged and instructed as detailed in their letter of offer.

201-300t

Includes all Employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 300 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification **also includes all Employees suitably skilled, competent and trained to operate crawler type mobile cranes with a rated capacity of up to 350 tonnes** and have been engaged and instructed as detailed in their letter of offer.

301-400t

Includes all Employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 400 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification **also includes all Employees suitably skilled, competent and trained to operate**

crawler type mobile cranes with a rated capacity of up to 450 tonnes and have been engaged and instructed as detailed in their letter of offer.

401t-500t

Includes all Employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of greater than 401 tonnes but <500t, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification also includes all Employees suitably skilled, competent and trained to operate crawler type mobile cranes with a rated capacity in excess of 450 tonnes and have been engaged and instructed as detailed in their letter of offer.

500t +

Includes all Employees suitably skilled, competent and trained to operate any mobile crane with unrestricted capacity typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

In order to reflect the differing cost structure and charging regime associated with crawler cranes, this classification also includes all Employees suitably skilled, competent and trained to operate crawler type mobile cranes with a rated capacity of greater than 550 tonnes and have been engaged and instructed as detailed in their letter of offer.

Dogging and Rigger Classification and Level Description

Dogger/CWT Truck Driver

Undertakes Dogging for pick and carry cranes; less than 2 years limited experience. At this level Employees can choose applicable lifting equipment for each load. Can safely direct and instruct operator in the safe movement of loads. Must hold a minimum Dogging certification and HR Licence.

Rigger A

Undertakes Rigging and Dogging tasks for pick and carry cranes and slewing cranes. Possesses intermediate experience and knowledge. Must be able to prepare rigging equipment; erect structural steel and can correctly use a safety harness. Must be able to outline responsibilities to others and work safely at heights. Must hold a minimum Riggers Basic (RB) Certification and HR Licence.

Rigger B

An existing full time Employee with Freo Group Limited engaged prior to the lodgement of the agreement. Undertakes Rigging and Dogging tasks for pick and carry cranes and slewing cranes including large capacity cranes has a minimum 5 years' experience. Assist in crawler mobilisation and demobilisation, and able to safely assist in dual crane lifts. Must hold a minimum Rigging Intermediate (RI) certification and HR Licence.

Rigger C

Undertakes Rigging and Dogging tasks for all crane types and lifting configurations. Able to erect luffing fly and able to complete all facets of crawler mobilisation and demobilisation. Ability to plan and perform rigging or dogging on dual crane lifts and can work unsupervised. Must hold a minimum Rigging Advanced (RA) certification and HR Licence.

Level Descriptions

Level 1 – Base Rate is applicable to:

- An Employee who commences fulltime employment on or after the commencement of this agreement, including any Employee recommencing after termination;
- All casual Employees.

Level 2 - Recognised Performer is classified as:

- an existing full time Employee with Freo Group Pty Ltd engaged prior to the commencement of this agreement;
- The Employee has been free of any accident / incidents where it was found to be due to his/her disregard for safety for the past six (6) months;
- an Employee who regularly demonstrates a cooperative and flexible approach to work when dealing with Clients and other key personnel;
- An Employee with an acceptable attendance and time keeping record.

Level 3- Skilled and Reliable Performer is classified as:

- an Employee who possesses as a minimum all the attributes and performance criteria of level 2; and
- an Employee that has been accident / incident free as a minimum for the past six (6) months and has demonstrated commendable safety awareness and improvement and higher levels of safety awareness; and
- an Employee that actively seeks solutions and implements new initiatives leading to improved and safer systems of work; and
- an Employee who is receptive to new ideas, is cooperative and flexible to achieve improved organisational outcomes; and
- an Employee who demonstrates a willingness to work across all disciplines that best suits their skill competence and training and the operational needs of the organisation.

Level 4 – Emerging Leader is classified as:

- an Employee who possesses as a minimum all the attributes and performance criteria of level 2 and 3; and
- an Employee that has been accident / incident free and has demonstrated exemplary safety awareness and improvement and who has actively and positively participated in safety initiatives and improvement programs; and
- an Employee who demonstrates consistent high standards of conduct and is recognised as such by Clients, management and peers; and
- an Employee who is multi skilled and is willing and able to assume leading hand type responsibilities and undertake a wide range of tasks as required from time to time to ensure optimal outcomes for the organisation as a whole.

Level 5 – High Achiever is classified as:

- an Employee considered to be a role model Employee who always conducts himself in a professional and flexible manner and is a leading safety and environmental practitioner; and
- an Employee who assists in all areas of operation and actively demonstrates flexibility in all areas across all crane types as well as transport, rigging and forklift duties when requested ; and
- an Employee who is capable of assuming a supervisory role; and
- an Employee who is able to train, mentor and transfer knowledge to fellow Employees and as such is respected for his level of professionalism and skill; and
- an Employee who is a role model for his fellow Employees whom other aspire to emulate.

Employee Classification Assessment

Any dispute over the classification assessment process shall be dealt with in accordance with the dispute resolution procedure in *section 10 - Dispute Resolution* of this Agreement.

The classifications and levels are a progressive pay scale mechanism from level one to five which regulates and rewards consistent high performance and provides guidance and outlines performance indicators for Employees to achieve and be recognised for high performance.

Employee's must have been employed for a period greater than six (6) months in their current level before a classification assessment can be requested.

In assessing the eligibility for an Employee to move up classifications and levels, the classification assessment tool may be used. This assessment will draw upon information sourced from the Employee's direct Manager, Supervisor and peers. A peer must be classified as a level 4 and 5

Annual Performance Review

Any dispute over the review process shall be dealt with in accordance with the dispute resolution procedure in *section 10 - Dispute Resolution* of this Agreement.

Formal performance reviews will be conducted by each branch on an annual basis that will include discussion and planning for career development.

A 6 monthly performance appraisal (informal) will be provided to the Employee at the Employee's request as a means of evaluating progress between formal performance reviews.

Working at higher/lower classifications.

No Employee's base hourly rate or other entitlements will be reduced as a consequence of performing a higher duty on a short term or long term/permanent basis.

Short term - Lower duties

Where an Employee is instructed to drive a crane of a lower capacity classification they will retain the rate and performance recognition that they are currently remunerated at.

Short term - Higher Duties

Where an Employee is instructed to operate a crane at a higher crane capacity classification than they normally operate for a short term temporary duration they shall be assigned to an equivalent lower performance level for that classification of crane. No Employee's base hourly rate will be reduced as a consequence of performing a higher duty.

For example: using Table A Year 1, the Operator who is assigned the classification of 0 – 60t Skilled and Reliable (Level 3) would be paid the entitlement of \$29.66. If that Operator is assigned the task of operating an 80 tonne crane then they will move to the pay rate of 0 - 100t Recognised Performer (Level 2) which attracts the rate of \$30.08. This change in classification only applies for the duration that they operate that level of equipment.

In the event that the Employee moves up higher by two classes in Crane capacity then the Performance Recognition rate decreases by two levels. I.e. An Operator who is classification of 0 - 60T Skilled & Reliable (Level 3) \$29.66 is asked to operate a Crane of 120t capacity then they will move to the pay rate 0 -130t (Level 2) \$30.69.

Long term/Permanent – Higher Duties

When an Employee is instructed to operate a higher capacity crane for a duration of more than 100 hours, the Employer will increase the Employees base rate of pay permanently to the base rate of pay applied whilst the higher duties were being worked short term, subject to the following:

1. there are no more than two trained operators per crane in each depot; and
2. the Employee had passed a third party verification of competency assessment; and;
3. the Employee has no active performance management issues or safety incidents.

Classification Assessment Tool

This tool may be used as a guide only to assist in the performance evaluation process between the Employer and the Employee. This should be printed and used by the Manager and Employee.

Level 1 – Base Rate		YES	NO
	The Employee commenced full time employment on or after commencement of this agreement, including any Employee recommencing after termination		
	Is a Casual Employee		
Level 2 - Recognised Performer			
	The Employee is an existing Employee, employed on a full time basis with the Employer and engaged prior to the commencement of this agreement		
	The Employee has been free of any accident / incidents where it was found to be due to his/her disregard for safety for the past six (6) months		
	The Employee regularly demonstrates a cooperative and flexible approach to work when dealing with Client and other key personnel		
	The Employee has acceptable attendance and time keeping record.		
Level 3 - Skilled and Reliable Performer			
	The Employee possesses as a minimum all the attributes and performance criteria of level 2		
	The Employee has been free of any accident / incidents where it was found to be due to his/her disregard for safety for the past six (6) months		
	The Employee that actively seeks solutions and implements new initiatives leading to improved and safer systems of work		
	The Employee who is receptive to new ideas, is cooperative and flexible to achieve improved organisational outcomes; and		
	The Employee who demonstrates a willingness to work across all disciplines that best suits their skill competence and training and the operational needs of the organisation.		
Level 4 – Emerging Leader			
	The Employee possesses as a minimum all the attributes and performance criteria of level 2 and 3		
	The Employee has been free of any accident / incidents where it was found to be due to his/her disregard for safety for the past six (6) months		

	The Employee demonstrates consistent high standards of conduct and is recognised as such by Clients, management and peers		
	The Employee is multi skilled and is willing and able to assume leading hand type responsibilities and undertake a wide range of tasks as required from time to time to ensure optimal outcomes for the organisation as a whole.		
Level 5 – High Achiever			
	The Employee possesses as a minimum all the attributes and performance criteria of level 2, 3 and 4		
	The Employee is considered to be a role model Employee who always conducts himself in a professional and flexible manner and is a leading safety and environmental practitioner		
	The Employee assists in all areas of operation and actively demonstrates flexibility in all areas across all crane types as well as transport, rigging and forklift duties when requested		
	The Employee is capable of assuming a supervisory role		
	The Employee is able to train, mentor and transfer knowledge to fellow Employees and as such is respected for his level of professionalism and skill		
	The Employee is a role model for his fellow Employees whom other aspire to emulate.		

Schedule 2 – Classifications and Rates of Pay

From Commencement

4% Increase: Date of Commencement of Agreement

Classification	Rates				
	Level 1	Level 2	Level 3	Level 4	Level 5
Dog/TD	\$ 37.44	\$ 38.38	\$ 39.33	\$ 40.32	\$ 41.32
Rig A	\$ 38.75	\$ 39.72	\$ 40.71	\$ 41.73	\$ 42.77
Rig B	\$ 40.06	\$ 41.06	\$ 42.08	\$ 43.14	\$ 44.22
Rig C	\$ 41.37	\$ 42.41	\$ 43.46	\$ 44.55	\$ 45.67
0-60T	\$ 38.75	\$ 39.72	\$ 40.71	\$ 41.73	\$ 42.77
0-100T	\$ 40.06	\$ 41.06	\$ 42.08	\$ 43.14	\$ 44.22
0-200T	\$ 41.37	\$ 42.41	\$ 43.46	\$ 44.55	\$ 45.67
0-300T	\$ 43.24	\$ 44.32	\$ 45.43	\$ 46.56	\$ 47.74
0-400T	\$ 45.12	\$ 46.24	\$ 47.40	\$ 48.58	\$ 49.80
0-500T	\$ 46.99	\$ 48.16	\$ 49.37	\$ 50.60	\$ 51.87
>501T	\$ 50.04	\$ 51.29	\$ 52.58	\$ 53.89	\$ 55.24

1st Anniversary 2025

4% Increase

Classification	Rates				
	Level 1	Level 2	Level 3	Level 4	Level 5
Dog/TD	\$ 38.93	\$ 39.91	\$ 40.90	\$ 41.93	\$ 42.98
Rig A	\$ 40.30	\$ 41.31	\$ 42.34	\$ 43.40	\$ 44.48
Rig B	\$ 41.66	\$ 42.70	\$ 43.77	\$ 44.86	\$ 45.99
Rig C	\$ 43.03	\$ 44.11	\$ 45.20	\$ 46.33	\$ 47.50
0-60T	\$ 40.30	\$ 41.31	\$ 42.34	\$ 43.40	\$ 44.48
0-100T	\$ 41.66	\$ 42.70	\$ 43.77	\$ 44.86	\$ 45.99
0-200T	\$ 43.03	\$ 44.11	\$ 45.20	\$ 46.33	\$ 47.50
0-300T	\$ 44.97	\$ 46.09	\$ 47.25	\$ 48.43	\$ 49.65
0-400T	\$ 46.92	\$ 48.09	\$ 49.29	\$ 50.52	\$ 51.79
0-500T	\$ 48.87	\$ 50.09	\$ 51.34	\$ 52.62	\$ 53.94
>501T	\$ 52.04	\$ 53.34	\$ 54.68	\$ 56.04	\$ 57.45

2nd Anniversary 2026

4% Increase

Classification	Rates				
	Level 1	Level 2	Level 3	Level 4	Level 5
Dog/TD	\$ 40.49	\$ 41.51	\$ 42.54	\$ 43.61	\$ 44.70
Rig A	\$ 41.91	\$ 42.96	\$ 44.03	\$ 45.14	\$ 46.26
Rig B	\$ 43.32	\$ 44.41	\$ 45.52	\$ 46.66	\$ 47.83
Rig C	\$ 44.75	\$ 45.87	\$ 47.01	\$ 48.18	\$ 49.40
0-60T	\$ 41.91	\$ 42.96	\$ 44.03	\$ 45.14	\$ 46.26
0-100T	\$ 43.32	\$ 44.41	\$ 45.52	\$ 46.66	\$ 47.83
0-200T	\$ 44.75	\$ 45.87	\$ 47.01	\$ 48.18	\$ 49.40
0-300T	\$ 46.77	\$ 47.94	\$ 49.14	\$ 50.36	\$ 51.63
0-400T	\$ 48.80	\$ 50.01	\$ 51.27	\$ 52.55	\$ 53.86
0-500T	\$ 50.82	\$ 52.09	\$ 53.39	\$ 54.73	\$ 56.10
>501T	\$ 54.13	\$ 55.47	\$ 56.87	\$ 58.28	\$ 59.74

Schedule 3 – Summary of Allowances

1. Site Allowance

- 1.1. The Employer shall pay a flat Site Allowance of \$1.50 for all hours performed on shift.
- 1.2. The Site Allowance will not be paid in relation to site inductions or any work-related compliance activity.

2. Overtime Meal Allowance

- 2.1. An Overtime Meal Allowance of \$20.00 per occasion will be paid by the Employer where an Employee is:
 - a. required to work in excess of 10 hours or more on a single day and advised less than 8 hours prior to the scheduled overtime, and
 - b. is not supplied meals or another meal entitlement.

3. Overnight/Sleeper Allowance

- 3.1. Where an Employee completing truck driving duties is required to sleep overnight in the vehicle by reason of a lack of alternative accommodation, the Employee will receive an overnight/sleeper allowance of \$50.00 per night.
- 3.2. For the avoidance of doubt, the overnight/sleeper Allowance is payable in addition to LAHA.

4. Travel Allowance

- 4.1. A travel allowance of \$35.00 per day shall be paid to each Employee to compensate them for travel from their usual place of residence to their designated depot of employment. The allowance will not be paid if the Employee is supplied with a vehicle by the Employer or is transported to the work location by an Employee who is provided with a company vehicle.
- 4.2. This allowance is also applicable where the Employee is directed to a work site or another depot that is within a 50 km radial band of their designated depot.
- 4.3. Employees who travel to their depot of employment then to a work site may not be paid for the time spent travelling unless this travel has been authorised by the appropriate supervisor or manager.
- 4.4. For all kilometres travelled over the 50 km radius the Employee will be paid at the rate of \$1.00 per kilometre.

Annexure A - Application for Re-scheduling of Travel Arrangement

I, _____ *[insert name]* request that Freo Group Pty Ltd (FG) re-schedule my travel arrangement from _____ *[insert place]* to _____ *[insert place]* departing at _____ *[insert time]* (Travel Arrangement) to an alternative time convenient for me and FG's operations.

I acknowledge that:

I have previously indicated that the Travel Arrangement already booked for me was acceptable to me;

I am requesting that the Travel Arrangement be re-scheduled within 24 hours of the departure time; and

it is principally to my benefit for FG to re-schedule the Travel Arrangement for me.

Should FG re-schedule my Travel Arrangement, I will incur a debt that I authorise FG to reconcile from the wages owing to me _____ *[insert \$ amount]* being the cost incurred to re-schedule my travel arrangement.

I acknowledge reconciliation of the above debt is reasonable.

[signature of the Employee]

[date]

[name of the Employee]

Annexure B - Application for Re-scheduling of Booking

I, _____ *[insert name]* request that Freo Group Pty Ltd (FG) re-schedule my
_____ *[insert name of booking]* which was due to commence on
_____ *[insert date]* at _____ *[insert
place]* (**Booking**) to an alternative time convenient for me and FG's operations.

I acknowledge that:

I have previously indicated that the booking already booked for me was acceptable to me; and
it is principally to my benefit for FG to re-schedule the booking for me.

Should FG re-schedule my booking, I will incur a debt that I authorise FG to reconcile from the wages
owing to me _____ *[insert \$ amount]* being the cost incurred to re-schedule my
booking.

I acknowledge reconciliation of the above debt is reasonable.

[signature of the Employee]

[date]

[name of the Employee]

Annexure C - Declaration of Usual Place of Residence

I, (Print Name) _____

Hereby declare that my usual place of residence is:

Address: _____

Suburb: _____

State: _____

Post Code: _____

Country: _____

And I understand that this information shall be used by Freo Group Pty Ltd to determine my status for the period of employment. I understand that I have an obligation to submit an amended declaration in the event my circumstances change and accept that any change in circumstances does not as of right impose greater obligations on the Employer than that imposed at the time of engagement.

Print Name (Employee) _____

Signed (Employee) _____

Date: _____

Witness: _____

Print Name _____

Signed _____

Date: _____

Annexure D – Training Agreement Declaration

I _____ am currently employed with Freo Group Pty Ltd and have requested for further training to upgrade my skills and qualifications.

Freo Group Pty Ltd has agreed to this training and is prepared to dedicate a certain number of working hours towards this training. Freo Group Pty Ltd also agrees to pay the funds necessary for this training and licensing to take place.

In the event that I resign from my employment within 12 months of the date of the training being completed, I agree to have the following debt of \$ _____, being for the training and associated costs, reconciled in my final pay and _____ number of ordinary working hours reconciled in my final pay for company hours dedicated to complete the training.

I understand and agree to all requirements stated above.

Employee Signature: _____

Date: _____

Branch Manager Signature: _____

Date: _____

Authorisation

Signed for and on behalf of the Employer:	
Signature:	<i>Natasha Mackenzie</i>
Name in full (printed):	NATASHA MACKENZIE
Position:	BRANCH MANAGER
Address:	18 ALLNUT CT. JAVENPORT 6230
Date:	10.9.24

Signed for and on behalf of the Employees:	
Signature:	<i>Nathan de Groot</i>
Name in full (printed):	Nathan de Groot
Position:	Crane OP
Address:	37 Perseverance Blvd
Date:	10.9.24