



# DECISION

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

**Protech Personnel Pty Ltd**  
(AG2024/5261)

## **PROTECH ON-HIRE CONSTRUCTION SERVICES EMPLOYEE AGREEMENT 2024**

Building, metal and civil construction industries

COMMISSIONER HUNT

BRISBANE, 26 FEBRUARY 2025

*Application for approval of the Protech On-Hire Construction Services Employee Agreement 2024*

[1] Protech Personnel Pty Ltd (the Applicant) has applied for approval of an enterprise agreement known as the *Protech On-Hire Construction Services Employee Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, commencing operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 12 September 2024 and the Agreement was made on 13 December 2024. Accordingly, the genuine agreement requirements and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Applicant, and as a result, the Applicant has provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the employee bargaining representatives regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views. No views were received.

[4] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[5] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not

cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 March 2025. The nominal expiry date of the Agreement is 26 February 2029.



COMMISSIONER

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## Annexure A – Undertakings

Commissioner Hunt  
Level 14, Central Plaza Two  
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[Chambers.Hunt.C@fwc.gov.au](mailto:Chambers.Hunt.C@fwc.gov.au)

### Section 185 – Application for approval of a single enterprise agreement

**FWC Matter No.:**  
AG2024/5261

**Applicant:**  
Protech Personnel Pty Ltd

**Agreement:**  
Protech On-Hire Construction Services  
Employee Agreement 2024 ('the Agreement')

### Undertaking – Section 190

Dear Commissioner Hunt,

I, Patrick Hill, National IR Manager, have the authority given to me by the Company (as defined under the Agreement), to give the following undertakings with respect to the Agreement:

1. Clause 6.8 - ('Flexible Engagement Employee') is removed from the Agreement and of no effect.
2. Clause 14.1.6 - ('Flexible Engagement Employee') is removed from the Agreement and of no effect.
3. Clause 14.3.6 - Any reference to 'Flexible Engagement Employee' within clause 14.3.6 is removed from the Agreement and of no effect.
4. Clause 20 - ('Flexible Engagement Employee') is removed from the Agreement and of no effect.
5. Clause 21.1.1 - Any reference to 'Flexible Engagement Employee' within clause 21.1.1 is removed from the Agreement and of no effect.
6. Appendix 1 (Wage rates) - Column C: Flexible Engagement Employee rates of pay is removed from the Agreement and of no effect. Any further reference to 'Flexible Engagement Employee' within Appendix 1 is also removed from the Agreement and of no effect.
7. The Company (as defined under the Agreement) will not engage any employees as a Flexible Engagement Employee.

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

Sincerely,

**Signature:** Patrick Hill

**Date:** 21 February 2025

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



# Protech On-Hire Construction Services Employee Agreement 2024

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# 1 Title

- 1.1 This will be called the *Protech On-Hire Construction Services Employee Agreement 2024 (the Agreement)*.

## 2 Scope of this Agreement and Parties Covered

- 2.1 The parties covered by this Agreement are:
- 2.1.1 Protech Group (**The Company**) as listed under clause 2.2; and
  - 2.1.2 Subject to clause 2.4, all On-Hire Employees who are employed by the Company:
    - a. Throughout Australia; and
    - b. Who are engaged in the industry and classification in the Incorporated Award.
- 2.2 The Company, which are related employers within the meaning of s172(5A) of the Act, are:
- 2.2.1 *Protech Personnel Pty Ltd ACN 117 782 466;*
  - 2.2.2 *Protech Personnel (NSW) Pty Ltd ACN 124 060 466;*
  - 2.2.3 *Protech Personnel Northern Region Pty Ltd ACN 145 085 070;*
  - 2.2.4 *Protech Personnel (NT) Pty Ltd ACN 159 227 326;*
  - 2.2.5 *Protech Personnel (WA) Pty Ltd ACN 155 223 537;*
  - 2.2.6 *Protech Personnel (VIC) Pty Ltd ACN 149 736 498; and*
  - 2.2.7 *Protech Personnel Southern Region Pty Ltd ACN 156 026 489.*
- 2.3 The relevant Modern Award incorporated into this Agreement (**the Incorporated Award**) is the *Building and Construction General On-site Award 2020*, as amended from time to time.
- 2.4 This Agreement does not cover any On-Hire Employees who are covered by the following site-specific enterprise agreements:
- 2.4.1 *Protech Personnel (WA) Pty Ltd and CFMEU (WA) and AWU (Metronet & Civil Projects) Agreement 2022;*
  - 2.4.2 *Protech Coomera Connector Central Civil Works Greenfields Agreement 2024;*
  - 2.4.3 *Protech Personnel (NSW) Pty Ltd and CFMEU ACT Demolition, Civil and Infrastructure Sectors Agreement 2022; or*
  - 2.4.4 *Protech Personnel (WA) Pty Ltd Perdaman Ceres Project Greenfields Agreement 2024.*

### 3 Duration of Agreement

- 3.1 This Agreement commences operation 7 days after it is approved by the Fair Work Commission (**FWC**).
- 3.2 The Agreement will have a nominal expiry of four (4) years after the date of approval of the Agreement by the FWC.

### 4 Relationship with Incorporated Award, NES and Minimum Standards

- 4.1 The Incorporated Award and the National Employment Standards (**NES**) are to be read and applied in conjunction with this Agreement.
- 4.2 Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.3 To the extent that there is any inconsistency between this Agreement and the Incorporated Award, the Agreement will prevail.
- 4.4 Where this Agreement is completely silent on a term in the Incorporated Award, the Incorporated Award term will apply.
- 4.5 The rates of pay, terms and conditions in this Agreement represent the minimum that will be paid to an On-Hire Employee. The Company may pay the On-Hire Employee/s a higher rate of pay or more beneficial terms. Given the nature of the on-hire work, any increase above the minimums may vary from assignment to assignment.
- 4.6 Where necessary due to the scope and complexity of specific projects, the Company and its On-Hire Employees may seek to establish a separate project specific enterprise agreement at the sole discretion of the Company in accordance with the Act.

### 5 Protection of Above-Agreement Payments

- 5.1 On-Hire Employees who are employed on letters of engagement at the time this Agreement is lodged with the FWC and who are receiving over Agreement payments and/or Market Arrangements or conditions will not have a reduction in pay due to the approval of this Agreement. The guarantee will cease to operate (i.e. the above-Agreement or market rate protection) if an On-Hire Employee has a material change in their employment warranting a new letter of engagement, such as a substantive change in employment category, location/Client, change in classification or role type.

### 6 Definitions

- 6.1 “**The Act**” or “**Act**” will mean the *Fair Work Act 2009 (Cth)* as amended from time to time.
- 6.2 “**Agreement**” will mean the Protech On-Hire Construction Services Employee Agreement 2024.
- 6.3 “**Base rate of pay**” will have the same meaning as section 16 of the Act.

- 6.4      **“Casual On-Hire Employee”** will mean a casual Employee within the meaning of section 15A of the Act and also includes Employees who are taken to be casual Employees pursuant to clause 102(3) of Schedule 1 of the Act.
- 6.5      **“Client”** will mean any client of the Company with whom the Employer has an agreement to provide on-hire worker services and to whom the On-Hire Employee may be assigned to work from time to time.
- 6.6      **“The Company”** or **“Employer”** will mean Protech Group entities as listed in clause 2.2.
- 6.7      **“Employee”** will mean On-Hire Employee
- 6.8      **“Flexible Engagement Employee”** means an On-Hire Employee engaged in accordance with this Agreement.
- 6.9      **“Full-time On-Hire Employees”** means an On-Hire Employee who works full-time hours as detailed under the Incorporated Award.
- 6.10     **“FWC”** will mean the Fair Work Commission.
- 6.11     **“Incorporated Award”** will mean the *Building and Construction General On-site Award 2020* as amended from time to time.
- 6.12     **“Market Arrangement”** or Market Rates will mean a rate of pay that rolls-up payment obligations as specified (and allowed) under this Agreement which may include above-Agreement payments as applicable to meet market demands as provided under this Agreement.
- 6.13     **“Modern Award”** will mean the Incorporated Award.
- 6.14     **“NES”** will mean National Employment Standards as set out under the Act and as varied from time to time.
- 6.15     **“On-Hire Employee”** will mean a Company Employee who is placed on an assignment with a Client of the Company where such Employee works under the general guidance and instruction of the Client or a representative of the Client. On-Hire Employees may also be referred to as ‘Field Employees’.
- 6.16     **“Part-Time On-Hire Employee”** will mean an On-Hire Employee who works part-time hours in accordance with the Incorporated Award.
- 6.17     **“PPE”** will mean personal protective equipment.
- 6.18     **“PTO”** will mean paid time off.
- 6.19     **“RDO”** will mean a rostered day off.
- 6.20     **“Redundancy”** will mean a situation where the employee is terminated at the Employer’s initiative because the Employer no longer requires the job done by the employee to be done by anyone.
- 6.21     **“Training contract”** means the training contract applicable to trainees or apprentices as required under state training legislation.

6.22 **“Workplace delegate”** will have the same meaning as per the Incorporated Award.

## **7 Additional Claims**

7.1 On-Hire Employees will not, during the term of this Agreement, pursue any further claims about any matter, which pertains to the employment relationship. Nothing in this clause precludes the operation of the NES.

## **8 Lawful directions**

8.1 On-Hire Employees are required to follow all lawful and reasonable directions provided by their leading hand or supervisor or any other person, as nominated by the Company or Client.

8.2 Should an On-Hire Employee not be able to perform any assigned task for any reason whatsoever, it is the On-Hire Employee's duty to inform their Leading Hand/Supervisor or any other person, as nominated by the Company or Client, immediately.

## **9 Company Policies & Site Requirements**

9.1 On-Hire Employees recognise that Company and Client site policies, standards and protocols may be introduced and/or amended from time to time. Where policies, standards and protocols are introduced, the On-Hire Employees agree to familiarise themselves and comply with the policies, standards and protocols. These policies, standards and protocols do not form part of this Agreement.

9.2 All On-Hire Employees must obtain and maintain site entry clearance to access the site, as directed by applicable legislation and/or at the direction and requirements of the Company and its Client. An On-Hire Employee will not be permitted to commence or continue work without site entry clearance.

9.3 Each On-Hire Employee's letter of engagement is conditional upon the Employee receiving site entry clearance for the site where the Employee is employed to work.

9.3.1 It is an inherent requirement of an On-Hire Employee's role to maintain their site entry clearance and access to the worksite.

9.3.2 To obtain site entry clearance, an On-Hire Employee may be required to complete and provide information necessary to satisfy the Company and the Client's requirements. This may include, but is not limited to, medical assessments, a criminal history check, evidence that the Employee holds necessary qualifications and licences applicable to their role, proof of residence/ right to work and drug and alcohol clearance.

## **10 Safety and Fitness for Work**

10.1 The Company is committed to undertaking its best endeavours to the establishment of healthy and safe workplaces, which includes the use of healthy and safe work methods, impairment testing (both planned and random), work organisation, working time, machinery and equipment.

- 10.2 On-Hire Employees are required to attend work in a fit state that enables them to perform their duties without causing potential danger to themselves and/or others. Any health and safety issues must be immediately reported to the Company and the Client.
- 10.3 On-Hire Employees will not be allowed to enter or engage in work on a site or workplace if On-Hire Employees are, or are reasonably suspected to be, under the influence of, or affected by, drugs or alcohol.
  - 10.3.1 The Company may provide a lawful and reasonable direction to an On-Hire Employee to undergo drug and/or alcohol testing.
  - 10.3.2 Where alcohol or drugs are detected in an On-Hire Employee's system they will be deemed to be unfit for work.
- 10.4 On-Hire Employees may be required to wear relevant personal protective equipment (**PPE**) at times as directed and/or as required by the Company and/or the Client.
  - 10.4.1 An On-Hire Employee's clothing will be of a standard and nature as deemed relevant and appropriate by the Company and/or the Client.
  - 10.4.2 Any PPE provided will be replaced on a fair wear and tear basis, subject to the Company being satisfied that replacement is required. It is a condition of issue and of employment that the issued PPE will be worn whilst at the workplace.
- 10.5 The Company may require On-Hire Employees to undertake an independent medical evaluation to determine an On-Hire Employee's safety and fitness for work at any time both prior to and during an assignment.

## 11 Disputes at Work

- 11.1 This term sets out the procedures to settle a dispute, where a dispute relates to:
  - 11.1.1 a matter arising under the Agreement; or
  - 11.1.2 the NES.
- 11.2 On-Hire Employee/s who are a party to a dispute may appoint a representative for the purposes of the procedures set out by this term. The Company may similarly appoint a representative for the purposes of the procedures set out in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level. This should be done through discussions between the On-Hire Employee/s and the relevant supervisor/s and/or Company Business Manager (*or equivalent*).
- 11.4 If the matter remains unresolved, the On-Hire Employee is to place the dispute in writing to the relevant supervisor/s and/or Company's Business Manager (*or equivalent*).
- 11.5 If the matter remains unresolved within 5 working days of providing the dispute in writing to the relevant supervisors and/or Company Business Manager (*or equivalent*), or longer as agreed between the parties, the On-Hire Employee/s must refer the dispute to the Company's Regional Manager (*or equivalent*).

- 11.6 The Company's Regional Manager (*or equivalent*) must attempt to resolve the matter. If the dispute remains unresolved within 5 working days (or longer as agreed between the parties) of the matter being escalated to the Company Regional Manager (*or equivalent*), the On-Hire Employee/s must refer the dispute to the Company's General Manager (*or equivalent*).
- 11.7 The Company's General Manager (*or equivalent*) must attempt to resolve the matter. If the dispute remains unresolved within 10 working days (or longer as agreed between the parties) of the matter being escalated to the Company's General Manager (*or equivalent*), the On-Hire Employee/s may refer the dispute to the FWC.
- 11.8 The FWC may deal with the dispute in 2 stages:
- 11.8.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 11.8.2 If the dispute is not resolved by conciliation a party to the dispute may apply to the FWC to arbitrate the dispute.
- Note: Where the FWC arbitrates a dispute, it may exercise the powers that are available to it under the Act.*
- 11.9 While the parties are making attempts to resolve the dispute using the procedures in this term:
- 11.9.1 The On-Hire Employee/s must continue to perform their work as they would normally unless there is reasonable concern about an imminent risk to health or safety; and
- 11.9.2 The On-Hire Employee/s must comply with a direction given by the Company, or the Client, 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 On-Hire Employee/s to perform; or
  - d. there are other reasonable grounds for the On-Hire Employee/s to refuse to comply with the direction.
- 11.10 The parties to the dispute agree to be bound by an arbitrated decision made by FWC in accordance with this clause.

## 12 Assignments

- 12.1 Employment with the Company is on an assignment-by-assignment basis, with each assignment representing a discrete period of employment.
- 12.1.1 An On-Hire Employee may be engaged for an assignment, or multiple assignments, over a period of time.
- 12.1.2 Each assignment may be with one Client of the Company, however, over time an assignment may be with a number of different Clients and/or sites.
- 12.2 At the commencement of each assignment, the On-Hire Employee/s will receive a letter of engagement that will confirm the details of the On-Hire Employee's particular assignment,

including remuneration, classification level and any Market Arrangement that may apply. If known, a guide to the duration of the particular assignment may be provided. This will be based on the needs of the Client.

- 12.2.1 The nature of On-Hire work is such that the assignment may be varied or terminated at any time and the Company will advise On-Hire Employee/s of these changes as soon as possible.
- 12.3 The On-Hire Employee/s assignment/s to Client/s means that from time-to-time the On-Hire Employee/s will be placed on assignment to provide services for the benefits of Clients of the Company, with each shift constituting a discrete period of employment. Nothing in this provision will affect the continuity of employment for any purposes, including for the purposes of unfair dismissal or any other rights which may arise through the Act, long service leave or superannuation legislation.
- 12.4 The Company does not control the length of any assignment, with each shift constituting a discrete period of employment. While the Company may indicate the potential length of an assignment in good faith, the Client may vary the length of the assignment or terminate an On-Hire Employee's attendance at its absolute discretion. When this occurs, the Company will undertake its best endeavours to offer the affected On-Hire Employee/s alternate assignments, where they are appropriate.
- 12.5 Where the Company is unable to offer the On-Hire Employee/s an alternative assignment, despite its best endeavours, the Company reserves its right to discontinue an On-Hire Employee's employment.
- 12.6 Where a placement has reached an end, the Company confirms that an On-Hire Employee's registration remains active. On-Hire Employees are encouraged to contact a Company representative at the earliest convenience to update the On-Hire Employee's experience, skills and availability. On-Hire Employees will be required to return all Company and/or Client property, including keys, swipe cards and confidential information and/or material to the Company, and submit a final and authorised timesheet for any hours yet to be paid for that assignment.

## **13 Classifications**

- 13.1 At the commencement of each assignment, by way of letter of engagement, an On-Hire Employee will be assigned to a classification level based on skills, qualifications and experience of the role.
- 13.2 The On-Hire Employee's classification for each assignment will be based on the skills required for the particular role, and not the skills or qualifications the On-Hire Employee may possess.
- 13.3 On-Hire Employees are required to perform work within their skill set, competency and training as required by the Company and/or Client. On-Hire Employee/s must undertake all training as directed for the performance of work and the development of skills.
- 13.4 On-Hire Employees will be paid based on the skills needed to perform the duties of the role set out in their letter of engagement.
- 13.5 Classification descriptions and levels will be the same as the Incorporated Award.

## 14 Types of Employment

- 14.1 On-Hire Employees under this Agreement will be employed in one of the following categories of employment:
- 14.1.1 Permanent, Full-Time On-Hire Employee;
  - 14.1.2 Permanent, Part-Time On-Hire Employee;
  - 14.1.3 Maximum-term On-Hire Employee;
  - 14.1.4 Trainee or Apprentice On-Hire Employee;
  - 14.1.5 Casual On-Hire Employee; or
  - 14.1.6 Flexible Engagement Employee.
- 14.2 At the time of the engagement, the Company will inform each On-Hire Employee in writing of their engagement status.
- 14.3 Ordinary Hours of work
- 14.3.1 Ordinary Hours of work will be in accordance with the Incorporated Award.
  - 14.3.2 Except for shiftwork, the daily span of hours where ordinary working hours may be conducted will be between 6.00am and 6.00pm Monday to Friday.
  - 14.3.3 For any new project or assignment after approval of this Agreement, there will be no RDO system worked or in place unless agreed in writing between an individual Employee and the Employer, or between the Employer and the majority of On-Hire Employees employed at a particular work site. Where an RDO system is in place, then the provisions of the Incorporated Award will apply.
  - 14.3.4 Shiftwork will be in accordance with the Incorporated Award.
  - 14.3.5 The daily ordinary hours of work of an On-Hire Employee will not exceed 8 hours.
  - 14.3.6 The minimum engagement for a Casual On-Hire Employee and a Flexible Engagement Employee working ordinary hours will be four (4) hours per engagement.
- 14.4 Leave
- 14.4.1 Leave will be in accordance with the Incorporated Award and NES. This is:
    - a. 152 hours annual leave for Full-Time On-Hire Employees (and pro-rata for part-time Employees) for each year of service which accrues progressively in accordance with the Employee's ordinary hours of work.
    - b. An additional 38 hours for each year of service if annual leave applies for 'continuous shiftworkers' as per the Incorporated Award which accrues progressively in accordance with the Employee's ordinary hours of work.
    - c. Any Full-Time or Part-Time On-Hire Employee must provide four (4) weeks' notice of taking annual leave. A shorter timeframe may be agreed between the On-Hire Employee and the Company.

- d. 10 days (equivalent to 76 hours) paid personal/carer's leave for Full-Time On-Hire Employees (and pro-rata for part-time Employees) for each year of service which accrues progressively in accordance with the Employee's ordinary hours of work.
- e. Paid personal/carer's leave may be cashed out if:
  - i. It is requested by the On-Hire Employee and agreed in writing by the Employer; and
  - ii. After the cashing out, the On-Hire Employee has at least 15 days (or 114 hours) personal leave remaining; and
  - iii. The On-Hire Employee is paid the full amount that would have been payable to the Employee had the Employee taken the leave.
- f. An Employer and On-Hire Employee may agree to substitute another day or part-day for a day or part-day that would otherwise be a public holiday under the NES. In accordance with the NES, any absence by an Employee on a public holiday will be paid at the base rate of pay for the ordinary hours of work.
- g. Parental leave, compassionate leave, family and domestic violence leave, requests for flexible working arrangements, community service leave, long service leave, notice of termination and redundancy pay will be in accordance with the Incorporated Award and NES.

#### 14.5 Casual Conversion

- 14.5.1 A pathway for Employees to change from casual employment to full-time or part-time employment will be in accordance with the NES or at any other stage by mutual agreement.

## 15 Full-Time Employment

- 15.1 A Permanent, Full-Time On-Hire Employee works an average of thirty-eight (38) ordinary hours per week.

## 16 Part-Time Employment

- 16.1 A Permanent Part-Time On-Hire Employee's term and conditions are as per the Agreement and the Incorporated Award.

## 17 Maximum-Term Employment

- 17.1 An On-Hire Employee may be engaged on a Maximum-Term basis, working Full-Time or Part-Time hours (**Maximum-Term Employee**).
- 17.2 A Maximum-Term Employee will be engaged on a letter of engagement which has a fixed, maximum term, ending upon a given date, or at the end of a defined period of time, or upon the completion of a specified task, but which contains a broad and unqualified power to terminate the contract within its term.

## 18 Trainees or Apprentices

- 18.1 Terms and Conditions for Trainees or Apprentices will be in accordance with the Incorporated Award and this Agreement. An Apprentice is an employee who is bound by a contract of

training registered with the appropriate State or Territory training authority. A Trainee means an employee undertaking a traineeship under a training contract.

- 18.2 Trainees or Apprentices will be engaged as Maximum-Term On-Hire Employees.
- 18.3 All On-Hire Apprentices and Trainees will be engaged on a six (6) month probationary / qualifying period. Employment with the Company and continuation of the Training Contract is subject to the satisfactory completion of the full probationary / qualifying period. The probation period / qualifying period only applies to new apprentices/trainees.
- 18.4 Time spent by the On-Hire Apprentice/Trainee in attending training and assessment specified in or associated with the training contract is taken to be time worked for the Company and considered as ordinary working hours to be paid at the base rate of pay when calculating wages and conditions.
- 18.5 On-Hire Employees engaged as a school-based apprentice or as a school-based trainee will be paid a loading of 25% in lieu of paid annual leave, paid personal/carers's leave, paid compassionate leave and paid absence on public holidays. This arrangement only applies when the Trainee or Apprentice is engaged whilst undertaking secondary schooling.

## 19 Casual Employment

- 19.1 The parties to this Agreement recognise that, where casual employment is offered:
  - 19.1.1 The nature of the Company's operation as a labour hire provider is generally restricted to the supply and demand of our Client personnel requirements. The requirement to supply Employees may fluctuate considerably from day-to-day and week-to-week. This means the Company cannot provide a firm advanced commitment to continuing and indefinite work. The work of an On-Hire Employee may come to an end at any stage in line with Client requirements and any requirements under this Agreement. It is on this basis that parties agree that casual employment is offered by the Company.
  - 19.1.2 The Employer may elect, and provide notification to the Employee, that a particular shift or a series of shifts are not required to be worked regardless of any indicative roster the On-Hire Employee may have been provided by the Company or the Client.
  - 19.1.3 The On-Hire Employee may elect to accept or reject work on a shift-by-shift basis providing notice as required by the Employer.
- 19.2 A casual On-Hire Employee will be paid the hourly rate of pay for the relevant classification as outlined in this Agreement which is inclusive of the casual loading of 25%.
- 19.3 The casual loading is paid in lieu of:
  - 19.3.1 Paid annual leave;
  - 19.3.2 Paid personal/carers's leave;
  - 19.3.3 Paid compassionate leave;
  - 19.3.4 Payment for absence on a public holiday;
  - 19.3.5 Payment in lieu of notice of Termination; and

19.3.6 Redundancy pay.

19.4 For the avoidance of doubt, casual loading is paid in lieu of entitlements, which do not apply to Casual On-Hire Employees, having regard for the NES. The casual loading offsets these entitlements.

19.5 The methodology and application of the casual loading for the purposes of overtime and/or penalty rates and any other payments will be in line with the Incorporated Award.

## **20 Flexible Engagement Employee**

20.1 A Flexible Engagement Employee is a new type of engagement.

20.2 The purpose of this type of employment is to provide an additional option with choice and flexibility for On-Hire Employees.

20.3 A Flexible Engagement Employee will not apply to existing Employees on current assignments unless requested in writing by those existing Employees. The Employer may offer this type of employment for new projects or assignments that come into existence after the commencement of the Agreement. The Employer will provide information outlining the difference between a casual Employment and Flexible Engagement Employee to any Employee offered engagement on these terms.

20.4 An On-Hire Flexible Engagement Employee is a casual Employee for the purposes of the NES and the Incorporated Award. They do not receive paid leave unless provided by the NES or this Agreement.

20.5 An On-Hire Flexible Engagement Employee does not receive a 25% casual loading. Instead an On-hire Flexible Engagement Employee receives a 5% casual loading. The methodology and application of the On-Hire Flexible Engagement Employee 5% casual loading for the purposes of overtime and/or penalty rates and any other payments will be in line with the Incorporated Award. The casual loading is paid in lieu of entitlements, which do not apply to a Flexible Engagement Employee, having regard for the NES. The casual loading offsets the NES entitlements.

20.6 An On-Hire Flexible Engagement Employee will accrue Paid Time Off (PTO) for each hour worked.

20.7 It is the intent and purpose of this clause to convert 20% of the casual loading, which would apply to a casual but for the provisions of this clause, into PTO.

20.8 The amount of PTO for an On-Hire Flexible Engagement Employee engaged in a classification under the Incorporated Award will be 0.19048 per hour for every hour worked. Partially completed hours will accrue PTO on a pro-rata basis. PTO will accrue regardless of whether or not that time is ordinary time, overtime or other time worked.

20.9 Accrued PTO may be taken for any reason by an On-Hire Flexible Engagement Employee. For the avoidance of doubt any reason may include no reason at all including a simple desire to have PTO.

20.10 The rate of pay for PTO will be the applicable rate payable (inclusive of 5% casual loading) the On-Hire Flexible Engagement Employee was paid immediately before taking the PTO for

ordinary hours excluding any penalties. This may be at a higher rate than what the PTO was accrued at but will not be a lesser amount.

- 20.11 Any PTO accrued will be paid out to the On-Hire Flexible Engagement Employee:
  - 20.11.1 Upon written request; or
  - 20.11.2 Upon converting or changing to a part-time, full-time, or Casual On-Hire employment arrangement; or
  - 20.11.3 Upon the finishing of an assignment for any reason.
- 20.12 Additional PTO will not accrue whilst PTO is being taken.
- 20.13 The Company may require the On-Hire Flexible Engagement Employee to take any accrued PTO by providing 28 days written notice or less by mutual agreement.
- 20.14 The parties to this Agreement recognise that, where an On-Hire Flexible Engagement Employee is offered employment:
  - 20.14.1 The nature of the Company's operation as a labour hire provider is generally restricted to the supply and demand of our Client personnel requirements. The requirement to supply workers may fluctuate considerably from day-to-day and week-to-week. This means the Company cannot provide a firm advanced commitment to continuing and indefinite work. The work of an On-Hire Employee may come to an end at any stage in line with Client requirements and any requirements under this Agreement. It is on this basis that parties agree that casual employment is offered by the Company.
  - 20.14.2 The Employer may elect, and provide notification to the Employee, that a particular shift or a series of shifts are not required to be worked regardless of any indicative roster the On-Hire Employee may have been provided by the Company or the Client.
  - 20.14.3 The On-Hire Employee may elect to accept or reject work on a shift-by-shift basis providing notice as required by the Employer.

## 21 Wages

- 21.1 Wages
  - 21.1.1 The rates of pay for On-Hire Employees are prescribed in Appendix 1 of this Agreement. At the time of commencement of this Agreement, the base rates of pay (with the addition of the loading for Casual Employees and Flexible Engagement Employees) will be the equivalent in the Incorporated Award plus 3% (rounded to the nearest two decimal places as reflected in Appendix 1).
  - 21.1.2 Monetary payments under this Agreement apply from the first full pay period on or after this Agreement commences (the Agreement commences 7 days after approval by the FWC). The intent of this clause is to align pay adjustments to the normal pay cycle.
  - 21.1.3 Allowances are specified under Appendix 2 of this Agreement.

- 21.1.4 Overtime, penalty rates and any other entitlements are as per the Incorporated Award.
- 21.1.5 The base rate of pay will not fall below applicable Incorporated Award as outlined under section 206 of the Act.
- 21.1.6 The Company will conduct a review of base rates of pay yearly in line with the Fair Work Commission Minimum Wage Decision.

## 21.2 Market Arrangements

- 21.2.1 An On-Hire Employee may be engaged on a Market Arrangement.
- 21.2.2 Market Arrangements are paid in compensation for all work, including:
  - a) ordinary hours;
  - b) overtime;
  - c) weekend penalties;
  - d) public holiday penalties;
  - e) shift penalties;
  - f) annual leave loading (where applicable);
  - g) casual loading (where applicable); and
  - h) any applicable allowance/s that apply to an On-Hire Employee covered by this Agreement.
- 21.2.3 On-Hire Employees on Market Arrangements may also be entitled to any applicable allowances or other benefits which have not specifically been incorporated into their Market Arrangement.
- 21.2.4 Where an On-Hire Employee on a Market Arrangement works hours in excess of the Market Arrangement scenario, the On-Hire Employee will be paid:
  - a) a rate that encompasses all hours worked; or
  - b) At double time (including any applicable casual loading) of their base rate of pay for hours in excess of the Market Arrangement scenario.

*An example is an On-Hire Employee engaged to work on a 45-hour Market Arrangement who works 47 hours will either be paid a rate of pay calculated for 47 hours for all hours worked or be paid double time on their base rate of pay for the two (2) hours in excess of 45 hours.*

- 21.2.5 A Market Arrangement may be calculated according to any roster or hours of work an On-Hire Employee may work under this Agreement. In no case will an On-Hire Employee be paid less than what they would otherwise have earned under this Agreement having worked the same hours with all loadings, penalties, overtime or allowances factored in.
- 21.2.6 The Dispute Resolution Procedure under this Agreement will be followed for any dispute pertaining to Market Arrangements.

## 21.3 Set-Off

- 21.3.1 Where On-Hire Employees are placed on an assignment where it is necessary for the Company to pay On-Hire Employees in excess of the wages or allowances in

this Agreement, this arrangement will be received by the On-Hire Employee in satisfaction of any and/or all wages, penalties and allowances which might otherwise apply to On-Hire Employees under this Agreement. On-Hire Employees acknowledge that any above-Agreement terms, conditions and remuneration provided by the Company include compensation for, and may be set off against, all entitlements, benefits or payments that might otherwise be due to them under this Agreement.

#### 21.4 Payment of Wages

21.4.1 Payment of wages will be by direct deposit/electronic funds transfer on a weekly or fortnightly basis to a bank account nominated by the On-Hire Employee. Where a public holiday or weekend falls on the normal pay day, the payment will be made as soon as is practicable after the normal pay day.

21.4.2 From 1 July 2026, payment of wages may move to a monthly pay cycle with the provision of two (2) months' written notice, consultation with affected On-Hire Employees and agreement with individual employees. Any On-Hire Employee engaged on a monthly pay cycle will receive an additional \$10 per pay cycle.

#### 21.5 Deduction of Monies

21.5.1 Wages will be paid subject to the On-Hire Employee's authorised deductions as agreed with the Company. The On-Hire Employee authorises the Company to deduct from their Wages (including leave and termination payments):

- a. All taxes, payable by law;
- b. All identified and justified overpayments in accordance with any process under this Agreement.

#### 21.6 Identified Overpayments

21.6.1 In the first instance, the Company and the On-Hire Employee will enter into communication to attempt to reach a mutual agreement regarding any overpayments that have been made by the Company.

21.6.2 However, in the case that mutual agreement is not reached, the On-Hire Employee authorises the Company to deduct from any wages payable or owing to the On-Hire Employee any overpayments made in error by the Company to the On-Hire Employee upon the Company abiding by the following procedure:

- a. The Company will provide written notification to the On-Hire Employee's last known home address and email address detailing the overpayment including how, when and by how much the overpayment was made;
- b. The Company will call the On-Hire Employee on the telephone number last provided to the Company by the On-Hire Employee to provide a verbal explanation of the overpayment;
- c. The Company will allow the On-Hire Employee to keep 0.5% of any identified overpaid amount;
- d. The On-Hire Employee will be provided 14 days to provide a response to the written notification of the identified overpayment.

21.6.3 Upon the Company abiding by the above procedures, the over payments will be deducted via reasonable amounts from wages over a maximum period of 12 weeks

unless agreed otherwise. For the avoidance of doubt, the Company abiding by the above procedure does not require agreement from the On-Hire Employee before commencing deduction.

- 21.6.4 The dispute resolution provisions of this Agreement apply to any disputes under this clause. If an On-Hire Employee commences the dispute resolution process pursuant to this Agreement regarding the implementation of this clause, the Company will cease making any deductions (if commenced) until that dispute resolution process is completed.

## 22 Superannuation

- 22.1 The Company will pay and provide superannuation in accordance with superannuation legislation. Superannuation legislation being the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) as amended from time to time.
- 22.2 Where an On-Hire Employee does not nominate a fund, or if the nominated fund does not meet the eligible superannuation fund requirements, superannuation contributions will be paid into an On-Hire Employee's 'stapled' account (as notified to the Company by the Australian Taxation Office) or, in the absence of a stapled account, contributions will be made to the Company's default superannuation fund, provided it is a MYSUPER compliant fund.

## 23 Consultation

- 23.1 This clause applies if the Company:
- 23.1.1 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 On-Hire Employee/s; or
- 23.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of The On-Hire Employees.

### Major Change

- 23.2 For a major change referred to in subclause 23.1.1:
- 23.2.1 the Employer must notify the relevant On-Hire Employees of the decision to introduce the major change; and
- 23.2.2 subclauses 23.3 to 23.9 apply.
- 23.3 The relevant On-Hire Employee/s may appoint a representative for the purposes of the procedures in this term.
- 23.4 If:
- 23.4.1 The relevant On-Hire Employee/s appoint a representative for the purposes of consultation; and

- 23.4.2 the On-Hire Employee/s advise the Company of the identity of the representative; the Company must recognise the representative.
- 23.5 As soon as practicable after making its decision, the Company must:
- 23.5.1 discuss with the relevant On-Hire Employee/s:
- a. the introduction of the change; and
  - b. the effect the change is likely to have on the On-Hire Employee/s; and
  - c. measures the Company is taking to avert or mitigate the adverse effect of the change on the On-Hire Employee/s; and
- 23.5.2 for the purposes of the discussion – provide in writing to the relevant On-Hire Employee/s:
- a. all relevant information about the change including the nature of the change proposed; and
  - b. information about the expected effects of the change on the On-Hire Employee/s; and
  - c. any other matters likely to affect the On-Hire Employee/s.
- 23.6 Given the nature of the Company’s business, any consultation undertaken with On-Hire Employee/s may be in an electronic format such as phone, video conferencing, or Microsoft Teams style discussions. Written notice may also be provided by email. This is for the purposes of ensuring all On-Hire Employees engaged on remote or regional placements are able to be consulted with in line with this clause without undue cost or delay.
- 23.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-Hire Employee/s.
- 23.8 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant On-Hire Employee/s.
- 23.9 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 23.2.1, 23.3 and 23.5 are taken not to apply.
- 23.10 In this term, a major change is “likely to have a significant effect on On-Hire Employees” if it results in:
- a. the termination of the employment of On-Hire Employees; or
  - b. a major change to the composition, operation or size of the Company’s workforce or to the skills required of On-Hire Employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain On-Hire Employees; or
  - f. the need to relocate On-Hire Employees to another workplace; or
  - g. the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 23.11 For a change referred to in subclause 23.1.2:

- 23.11.1 the Company must notify the relevant On-Hire Employee/s of the proposed change;  
and
- 23.11.2 subclauses 23.12 to 23.17 apply.
- 23.12 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 23.13 If:
- a. the relevant On-Hire Employee/s appoint a representative for the purposes of consultation; and
  - b. the relevant On-Hire Employee/s advise the Company of the identity of the representative; the Company must recognise the representative.
- 23.14 As soon as practicable after proposing to introduce the change, the Company must:
- a. discuss with the relevant On-Hire Employee/s the introduction of the change;  
and
  - b. for the purposes of the discussion – provide to the relevant On-Hire Employee/s:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the Company reasonably believes will be the effects of the change on the On-Hire Employee/s; and
    - iii. information about any other matters that the Company reasonably believes are likely to affect the On-Hire Employee/s; and
  - c. invite the relevant On-Hire Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 23.15 Given the nature of the Company’s business, any consultation undertaken with On-Hire Employee/s may be in an electronic format such as phone or video conferencing style discussions. Written notice may also be provided by email. This is for the purposes of ensuring all On-Hire Employee/s engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
- 23.16 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-Hire Employee/s.
- 23.17 The Company must give prompt and genuine consideration to matters raised about the change by the relevant On-Hire Employee/s.
- 23.18 In this term, “relevant On-Hire Employee/s” means the On-Hire Employee/s who may be affected by the major change.

## **24 Flexibility**

- 24.1 The Company and an On-Hire Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- 24.1.1 the agreement deals with 1 or more of the following matters:

- a. arrangements about when work is performed;
  - b. overtime rates;
  - c. penalty rates;
  - d. allowances;
  - e. leave loading; and
- 24.1.2 the arrangement meets the genuine needs of the Company and the On-Hire Employee in relation to 1 or more of the matters mentioned in subclause 24.1.1; and
- 24.1.3 the arrangement is genuinely agreed to by the Company and the On-Hire Employee.
- 24.2 The Company must ensure that the terms of the individual flexibility arrangement:
  - 24.2.1 are about permitted matters under section 172 of the Act; and
  - 24.2.2 are not unlawful terms under section 194 of the Act; and
  - 24.2.3 result in the On-Hire Employee being better off overall than the On-Hire Employee would be if no arrangement was made.
- 24.3 The Company must ensure that the individual flexibility arrangement:
  - 24.3.1 is in writing; and
  - 24.3.2 includes the name of the Company and On-Hire Employee; and
  - 24.3.3 is signed by the Company and On-Hire Employee and if the On-Hire Employee is under 18 years of age, signed by a parent or guardian of the On-Hire Employee; and
  - 24.3.4 includes details of:
    - a. the terms of the Agreement that will be varied by the arrangement; and
    - b. how the arrangement will vary the effect of the terms; and
    - c. how the On-Hire Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - d. states the day on which the arrangement commences.
- 24.4 The Company must give the On-Hire Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 24.5 The Company or On-Hire Employee may terminate the individual flexibility arrangement:
  - 24.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 24.5.2 if the Company and On-Hire Employee agree in writing — at any time.

## 25 Meal Breaks

- 25.1 Meal break—day workers
  - 25.1.1 There must be a cessation of work and of working time of not less than 30 minutes for the purposes of a meal each day. The timing of the meal break will be in accordance with site operational requirements.

- 25.1.2 An On-Hire Employee must not be required to work more than 5 hours without a break for a meal.
- 25.2 Meal break—shift workers
- 25.2.1 At no later than 5 hours after the start of each shift there must be a cessation of work of 30 minutes' duration to allow shift workers to take a meal break which will count as time worked.
- 25.3 Rest periods and crib time
- 25.3.1 A paid rest period of 10 minutes must be allowed between 9.00 am and 11.00 am or at an alternative time as agreed between the Company and an On-Hire Employee or a majority of On-Hire Employees at the site.
- 25.3.2 All other provisions regarding rest or crib breaks, including crib breaks on a weekend, are as per the Incorporated Award.

## 26 Workplace Delegates Clause

- 26.1 For this clause:
- 26.1.1 employer means the employer of the workplace delegate;
- 26.1.2 delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- 26.1.3 eligible On-Hire Employee/s mean members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 26.2 Before exercising entitlements under this clause, 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.
- 26.3 An On-Hire Employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- 26.4 Right of representation
- 26.4.1 A workplace delegate may represent the industrial interests of eligible On-Hire Employee/s who wish to be represented by the workplace delegate in matters including:
- a. consultation about major workplace change;
  - b. consultation about changes to rosters or hours of work;
  - c. resolution of disputes;
  - d. disciplinary processes;
  - e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

- f. 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.

26.5 Entitlement to reasonable communication

- 26.5.1 A workplace delegate may communicate with eligible On-Hire Employee/s for the purpose of representing their industrial interests under this clause. This includes discussing membership of the delegate's organisation and representation with eligible On-Hire Employee/s.
- 26.5.2 A workplace delegate may communicate with eligible On-Hire Employee/s during working hours or work breaks, or before or after work.

26.6 Entitlement to reasonable access to the workplace and workplace facilities

- 26.6.1 The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - a. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible On-Hire Employee/s;
  - b. a physical or electronic noticeboard;
  - c. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible On-Hire Employee/s to communicate with each other, including access to Wi-Fi;
  - d. a lockable filing cabinet or other secure document storage area; and
  - e. office facilities and equipment including printers, scanners and photocopiers.
- 26.6.2 The employer is not required to provide access to or use of a workplace facility if:
  - a. the workplace does not have the facility; or
  - b. 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
  - c. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

26.7 Entitlement to reasonable access to training

- 26.7.1 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 On-Hire Employees, subject to the following conditions:
  - a. 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 On-Hire Employees.
  - b. The number of eligible On-Hire Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible On-Hire Employees who are:
    - i. Full-Time or Part-Time On-Hire Employees; or
    - ii. regular Casual On-Hire Employees.
  - c. 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.

- d. 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.
- e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f. 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.
- g. 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.

## 26.8 Exercise of entitlements under this clause

26.8.1 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements.

- a. comply with their duties and obligations as an On-Hire Employee;
- b. 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;
- c. not hinder, obstruct or prevent the normal performance of work; and
- d. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

26.8.2 This clause 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.

26.8.3 This clause does not require eligible On-Hire Employee/s to be represented by a workplace delegate without the On-Hire Employee's agreement.

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

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

26.8.5 Interaction with other clauses of this Agreement

Other clauses of this Agreement may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this Agreement is more favourable to the delegate than an entitlement under this the entitlement under the other clause applies instead of the entitlement under this clause.

## 27 Right to Disconnect

- 27.1 On-Hire Employee/s will have the right to disconnect in accordance with the terms of the Incorporated Award.


## 28 Stand down

- 28.1 The Company has the right to stand down without payment for any day (or part of any day) that On-Hire Employee/s cannot be usefully employed because of any:
- 28.1.1 industrial action (other than industrial action organised or engaged in by the Company); or
  - 28.1.2 a breakdown of equipment, if the Company cannot reasonably be held responsible for the breakdown; or
  - 28.1.3 force majeure event such as operation of Government Health Directions or natural disaster events for which the Company cannot reasonably be held responsible; or
  - 28.1.4 any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible; or
  - 28.1.5 suspension of the contract of training, for trainees or apprentices, in accordance with State or Territory legislation; or
  - 28.1.6 inability of an On-Hire Employee to be ready, willing and able to perform the inherent requirements of their role. This may include:
    - a. Failure to meet Health and Safety requirements; or
    - b. Accessing the work site; or
    - c. Client or site direction.
- 28.2 An On-Hire Employee who is stood down, may elect to use accrued annual leave entitlements or RDOs for such time.
- 28.3 The dispute resolution process under this Agreement is available for disputes regarding stand down.

## 29 Signatories

### Signed for and on behalf of the Company by:

Name: BEN FITZSIMMONS

Signature: 

Date: 17/12/2024

Position: CHIEF OPERATIONS OFFICER

Address: Building 14, Floor 1, 2728 Logan Rd, Eight Mile Plains, QLD, 4113

### Witness of the Company Representative:

Name: ANNA FAHEY

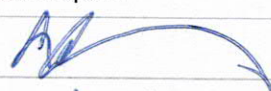
Signature: 

Date: 17/12/2024

Address: Building 14/Level1, 2728 Logan Rd, Eight Mile Plains, QLD 4113

### Signed for and on behalf of the On-Hire Employees of the Company by:

Name: Lyndall Spies

Signature: 

Date: 16/12/24

Job Title: Labourer

Address: 4/58 Nerang Street, Nerang, QLD, 4211

### Witness Of the On-Hire Employee Representative:

Name: PAUL CONROY

Signature: 

Date: 16/12/24

Address: 4/58 NERANG STREET, NERANG 4211

## APPENDIX 1 – Wage Rates

Classification	Rates On Lodgement		
	Column A	Column B	Column C
	Base Rates of pay (Weekly hire)	Casual hourly rate of pay (inclusive of 25% casual loading)	Flexible Engagement Employee (inclusive of 5% loading)
Level 9 (ECW 9)	\$34.41	\$43.01	\$36.13
Level 8 (CW/ECW 8)	\$33.85	\$42.31	\$35.54
Level 7 (CW/ECW 7)	\$33.08	\$41.35	\$34.73
Level 6 (CW/ECW 6)	\$32.21	\$40.26	\$33.82
Level 5 (CW/ECW 5)	\$31.43	\$39.29	\$33.00
Level 4 (CW/ECW 4)	\$30.54	\$38.18	\$32.07
Level 3 (CW/ECW 3)	\$29.66	\$37.08	\$31.14
Level 2 (CW/ECW 2)	\$28.87	\$36.09	\$30.31
CW/ECW 1 (level d)	\$28.34	\$35.43	\$29.76
CW/ECW 1 (level c)	\$27.86	\$34.83	\$29.25
CW/ECW 1 (level b)	\$27.51	\$34.39	\$28.89
CW/ECW1 (level a)	\$27.02	\$33.78	\$28.37

- i. The rates above are inclusive of Industry Allowance.
- ii. The rates in Column A are for Permanent Full-Time and Permanent Part-Time employees.
- iii. The rates in Column B are for Casual employees for working ordinary hours.
- iv. The rates in Column C are for Flexible Engagement Employees working ordinary hours.
- v. All overtime, penalty rates, allowances and other conditions apply as per the terms of this Agreement.

### A1.2 Apprentices

The rates of pay for an Apprentice, undertaking a four-year apprenticeship, are as follows:

Apprenticeship Stage	Base rate of Pay*
Stage 1 (did not complete yr 12)	\$15.67
Stage 1 (completed yr 12)	\$17.07
Stage 2 (did not complete yr 12)	\$18.47
Stage 2 (Completed yr 12)	\$19.87
Stage 3	\$22.66
Stage 4	\$26.86

\* The rates outlined in the table above are inclusive of Industry Allowance.

- i. All overtime, penalty rates, allowances and other conditions apply as per the terms of this Agreement.

The rates of pay for an Apprentice, undertaking a three-year apprenticeship, are as follows:

Apprenticeship Stage	Base rate of Pay*
Stage 1	\$17.07
Stage 2	\$22.66
Stage 3	\$26.86

\* The rates outlined in the table above are inclusive of Industry Allowance.

- i. All overtime, penalty rates, allowances and other conditions apply as per the terms of this Agreement.

### A1.3 Adult Apprentices

- i. An adult apprentice is an On-Hire Employee who is 21 years of age or over at the time of signing the contract of training.
- ii. An adult apprentice will receive \$27.02 per hour for all stages of their Apprenticeship inclusive of the Industry Allowance.
- iii. All overtime, penalty rates, allowances and other conditions apply as per the terms of this Agreement.

### A1.4 Trainees

The rates of pay for Trainee, undertaking a certificate level I-III, are as follows:

	Base rate of Pay / Total Hourly Rate*
<b>Civil Construction Traineeships (Full time)</b>	
Stage 1	\$23.51
Stage 2	\$24.64
Stage 3	\$26.00
<b>Other Traineeships (Full Time)</b>	
Wage Level	\$21.65
<b>Trainee (Part time)</b>	
Wage level	\$27.06
<b>School Based Trainee</b>	
Year 11	\$13.50
Year 12	\$14.87

\* The rates outlined in the table above are inclusive of Industry Allowances.

- i. All other disability and expense-related allowances provided for in this Agreement will be payable to trainees from time to time, if applicable, but no other allowances will apply.

## APPENDIX 2 – Allowances

Eligibility and application of the below allowances is in accordance with the Incorporated Award, however, the value/s of the allowances are as detailed below:

Allowance	Relevant Award Clause	Amount (\$)	Frequency Payable
Industry Allowance (All Industries)	22.1(a)	\$63.80	per week
<b>All Sectors</b>			
Mobile cranes capacity adjustment formula (Level 5 (CW/EW5) and above)	19.5	\$25.52	per week for each additional 40 tonnes over max limit
Underground allowance (other than Operator classification)*	23.2(a)	\$19.14	per week
Underground allowance—no more than 4 days/shifts in ordinary week	23.2(b)	\$4.25	per day or shift
First aid allowance—minimum qualifications	23.6(b)(i)	\$3.83	per day
First aid allowance—higher first aid certificate	23.6(b)(ii)	\$6.06	per day
Air-conditioning industry and refrigeration industry allowances	23.7	\$84.00	per week
Electrician's licence allowance*	23.8(a)	\$34.02	per week
In charge of plant allowance	23.9(b)	\$49.98	per week
Multistorey allowance—structure without regular storey levels—work above 15 metres	23.3(d)	\$ 0.90	per hour
Multistorey allowance—structure without regular storey levels—work above each additional 15 metres	23.3(d)	\$ 0.90	per hour for each additional 15 metres
Multistorey allowance—commencement of building to 15th floor level	23.3(e)(i)	\$ 0.73	per hour
Multistorey allowance—16th to 30th floor level—where structural or reinforcing steel, boxing or walls rise above 16th floor	23.3(e)(i)	\$ 0.87	per hour

Allowance	Relevant Award Clause	Amount (\$)	Frequency Payable
Multistorey allowance—31st to 45th floor level—where structural or reinforcing steel, boxing or walls rise above 31st floor	23.3(e)(i)	\$1.34	per hour
Multistorey allowance—46th to 60th floor level—where structural or reinforcing steel, boxing or walls rise above 46th floor	23.3(e)(i)	\$1.73	per hour
Multistorey allowance—61st floor level onward—where structural or reinforcing steel, boxing or walls rise above 61st floor	23.3(e)(i)	\$2.12	per hour
Multistorey allowance—service core—work more than 15 metres above main structure	23.3(f)(i)	\$ 0.90	per hour
Multistorey allowance—service core—work above each additional 15 metres	23.3(f)(i)	\$ 0.90	per hour for each additional 15 metres
Laser safety officer allowance	23.4(c)	\$3.75	per day or part thereof
Carpenter-diver allowance*	23.5	\$ 1.26	per hour
Tool allowance—artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter cutter, marble and slate worker, stonemason or tile layer*	21.1(a)	\$39.83	per week
Tool allowance—caster, fixer, floor layer specialist or plasterer*	21.1(a)	\$32.95	per week
Tool allowance—refractory bricklayer or bricklayer*	21.1(a)	\$28.27	per week
Tool allowance—roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction sector*	21.1(a)	\$20.86	per week
Tool allowance—signwriter, painter or glazier*	21.1(a)	\$9.56	per week
Meal allowance—all employees—overtime of at least one and a half hours	21.2(a)	\$19.07	per meal
Meal allowance—operator employee—after completion of each 4 hours' overtime	21.2(c)	\$19.07	per meal
Compensation for clothes and tools	21.3(b)	\$2,309.26	maximum
Living away from home allowance—Distant work—Entitlement	25.3(a)(i)	\$103.23	per day

<b>Allowance</b>	<b>Relevant Award Clause</b>	<b>Amount (\$)</b>	<b>Frequency Payable</b>
Camping allowance—per complete week	25.4(b)	\$258.98	per week
Camping allowance—broken parts of the week	25.4(b)	\$36.96	per day
Meal allowance—forward journey	25.6(a)(i)	\$19.07	per meal
Return journey—additional for daily hire employees	25.6(b)(i)	\$27.00	per journey
Weekend return home	25.6(e)(i)	\$45.74	per occasion
Fares and travel pattern allowance	26.1(a)	\$22.60	per day
Travelling between construction sites—employee's own vehicle	26.2(b)(ii)	\$ 1.01	per km
Distant work—employee's own vehicle	26.4(b)(ii)	\$ 0.61	per km
<b>Lift Industry</b>			
Lift industry allowance*	42.2(a)	\$157.36	per week
<b>General Building and Construction Sector</b>			
Computing quantities allowance	23.10(b)(i)	\$6.52	per day or part thereof
Scaffolding or rigging certificate allowance	23.10(c)	\$ 0.90	per hour

\* This allowance is an all-purpose allowance



## Protech On-Hire Construction Services Employee Agreement 2024



Commissioner Hunt  
Level 14, Central Plaza Two  
66 Eagle Street, Brisbane, Qld, 4000  
[Chambers.Hunt.C@fwc.gov.au](mailto:Chambers.Hunt.C@fwc.gov.au)

### Section 185 – Application for approval of a single enterprise agreement

**FWC Matter No.:**  
AG2024/5261

**Applicant:**  
Protech Personnel Pty Ltd

**Agreement:**  
Protech On-Hire Construction Services  
Employee Agreement 2024 ('the Agreement')

### Undertaking – Section 190

Dear Commissioner Hunt,

I, Patrick Hill, National IR Manager, have the authority given to me by the Company (as defined under the Agreement), to give the following undertakings with respect to the Agreement:

1. Clause 6.8 - ('Flexible Engagement Employee') is removed from the Agreement and of no effect.
2. Clause 14.1.6 - ('Flexible Engagement Employee') is removed from the Agreement and of no effect.
3. Clause 14.3.6 - Any reference to 'Flexible Engagement Employee' within clause 14.3.6 is removed from the Agreement and of no effect.
4. Clause 20 - ('Flexible Engagement Employee') is removed from the Agreement and of no effect.
5. Clause 21.1.1 - Any reference to 'Flexible Engagement Employee' within clause 21.1.1 is removed from the Agreement and of no effect.
6. Appendix 1 (Wage rates) - Column C: Flexible Engagement Employee rates of pay is removed from the Agreement and of no effect. Any further reference to 'Flexible Engagement Employee' within Appendix 1 is also removed from the Agreement and of no effect.
7. The Company (as defined under the Agreement) will not engage any employees as a Flexible Engagement Employee.

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

Sincerely,

**Signature:** Patrick Hill

**Date:** 21 February 2025