



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Construction, Forestry and Maritime Employees Union (AG2025/3954)

PMPS AND CFMEU (WA) AND AWU (TONKIN HIGHWAY EXTENSION) GREENFIELDS AGREEMENT 2025

Building, metal and civil construction industries

DEPUTY PRESIDENT BELL

MELBOURNE, 26 NOVEMBER 2025

Application for approval of the PMPS and CFMEU (WA) and AWU (Tonkin Highway Extension) Greenfields Agreement 2025.

[1] An application has been made for approval of a greenfields agreement known as the *PMPS and CFMEU (WA) and AWU (Tonkin Highway Extension) Greenfields Agreement 2025* (the Agreement). The application was made by the Construction, Forestry and Maritime Employees Union (CFMEU) pursuant to s.185 of the *Fair Work Act 2009* (Act).

[2] This is a greenfields agreement that meets the requirements of s.172(2)(b) of the Act. I am satisfied that each of the requirements of ss.186, 187, 193 and 193A of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that The Australian Workers' Union and CFMEU are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] Pursuant to s.53(2)(b) of the Act I note the Agreement was made with the AWU and CFMEU and that the Agreement covers these organisations.

[4] The Agreement was approved on 26 November 2025 and will come into operation in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2029.



DEPUTY PRESIDENT

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<AE531272 PR794169>

**PMPS
AND
CFMEU (WA) AND AWU
(TONKIN HIGHWAY EXTENSION)
GREENFIELDS AGREEMENT
2025**

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PART 1 – APPLICATION AND OPERATION

1. Title

- 1.1 This agreement will be cited as the *PMPS and CFMEU (WA) and AWU (Tonkin Highway Extension) Greenfields Agreement 2025 (the Agreement)*.

2. Definitions

- 2.1 In this Agreement:

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

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

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

AWU means the Australian Workers' Union;

CBUS means the Construction and Building Unions Superannuation scheme;

CFMEU means the Construction, Forestry and Maritime Employees Union;

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

Continuous Shiftworker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts. This definition is for the purposes of the National Employment Standards pursuant to section 87(1)(b)(ii) of the Act;

DHA means the Department of Home Affairs, and its predecessor and successor (if any) agencies;

Employee means an employee of the Employer who is engaged in any of the occupations or callings specified in Appendix A – Wages & Classification Structure;

Employer means *Protech Managed Project Services Pty Ltd* [ABN: 19 600 040 480];

FWC means the Fair Work Commission;

Labour Hire Agency means a company that has a commercial contract with the Employer to supply Labour Hire Workers to the Project;

Labour Hire Worker means a worker who is employed or engaged by a Labour Hire Agency who is performing work within the scope and classifications of this Agreement;

Ordinary Time Earnings means the base rate of pay the Employee usually receives for ordinary hours of work plus all allowances that the Employee normally receives such as, the Construction Allowance, shift loadings, First Aid Allowance, and All Purpose Leading Hand Allowance, but does not include the Fares & Travel Allowance;

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

Project means Main Roads Western Australia's Tonkin Highway extension and Thomas Road Upgrade in the State of Western Australia;

Tradesperson means a person holding a trades qualification and engaged to perform the duties of a tradesperson including a Plasterer; Fixer; Tiler; Painter; Glazier; Signwriter; Carpenter; Roofer; Bricklayer; Stonemason; or Tradesperson (other);

Union means the CFMEU or the AWU;

VEVO means the DHA Visa Entitlement Verification Online system; and

WCIM Act means the *Workers' Compensation and Injury Management Act 2023* (WA) (as amended from time to time).

3. Coverage

3.1 Subject to this clause and section 53 of the Act, this Agreement covers the:

- (a) Employer;
- (b) Employees;
- (c) CFMEU; and
- (d) AWU.

4. Area and Scope

4.1 This Agreement covers and applies to the Employer and its Employees, in the classifications listed in this Agreement, that are engaged to perform on-site construction work and related work on the Project. This Agreement excludes the following:

- (a) Supervisory or managerial personnel, engineers, technicians and surveyors;
- (b) Electrical tradespersons;
- (c) Deliveries and removal of goods, materials and equipment to and from the Project;
- (d) Work on off-site infrastructure, whether associated with the Project or not;
- (e) Offsite transport or manufacturing or fabrication of goods, materials, equipment or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, batch plants, quarries, seal or asphalt manufacturing, other precast products, and reinforcement fabrication.

5. Commencement and Nominal Expiry Date

5.1 This Agreement will commence operation in accordance with section 54 of the Act.

5.2 The nominal expiry date of this Agreement is 30 June 2029.

5.3 The Employer will commence the bargaining process by providing Employees with notices of employee representational rights no later than sixty (60) days prior to the expiry of the Agreement.

6. Operation & Severability

6.1 Operation

- (a) This Agreement is comprehensive and will stand alone so that the Award and any other awards, orders, transitional instruments and state Industrial Laws, will not apply to

Employees while this Agreement is in operation to the maximum extent permissible by law.

- (b) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). 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.

6.2 **Severability**

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

PART 2 - CONSULTATION, REPRESENTATION & DISPUTE RESOLUTION

7. Posting of Agreement

- 7.1 To ensure that the Parties are aware of the terms of the Agreement, and to 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 at the Project site.
- 7.2 A copy of the Agreement must be provided to an Employee upon request and be provided to all new Employees prior to commencing employment.

8. Union Delegates and Union Matters

- 8.1 The Parties recognise the role that Employees' on-site representatives have in seeking to ensure industrial harmony on the Project. Further, the Parties recognise that the on-site representatives are a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.
- 8.2 A **Union Delegate** is an Employee representative or Union Delegate duly elected or appointed in accordance with the rules of an employee organisation by Employees in an enterprise or workplace, or part of an enterprise or workplace.
- 8.3 A Union Delegate will, upon notification from the Union to the Employer, be recognised as the accredited representative of the Employees and, if an Employee seeks representation by the Union Delegate, that representative will be allowed all the necessary time during working hours to submit to the Employer employment related matters affecting the Employees they represent.
- 8.4 At all other times the Union Delegate will perform productive work within their range of qualifications and competence.
- 8.5 Further, the Union Delegate will be allowed reasonable time during working hours to attend to such matters affecting the Employees, including a right to attend appropriate meetings, FWC conferences/hearings and the like.
- 8.6 Prior to the dismissal or transfer of a Union Delegate, one weeks' additional written notice shall be given to the Union Delegate.
- 8.7 **Union Delegate Facilities**
- The Employer shall provide access to an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform their functions in a professional and timely manner. The facilities shall include:
- (a) a telephone and computer;
 - (b) a table and chairs;
 - (c) access to the use of a site pool vehicle;
 - (d) a filing cabinet;
 - (e) air-conditioning/heating;
 - (f) access to stationery and other administrative facilities, including the use of printing, photocopying, internet and email facilities following consultation between the Employee Representative and Project Management; and
 - (g) a private lockable area.

Union Delegate Rights

- 8.8 This clause outlines the rights for the Union Delegate Representative when assisting Employee(s).
- 8.9 Such representatives are entitled to the protections of Division 4 of Part 3-1 of the Act in relation to their involvement in lawful industrial activities. Where an Employee has been elected as a Union Delegate, the Employer will recognise the Union Delegate has the right to:
- (a) be treated fairly and to perform their role as Union Delegate without any discrimination in their employment;
 - (b) represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;
 - (c) paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workforce;
 - (d) paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;
 - (e) paid time to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals and/or courts;
 - (f) reasonable paid time during normal working hours to consult and confer with Employees, Union members and officials; and
 - (g) paid time (including wages and applicable allowances) to attend Union endorsed training/forums which are directed to improving the skills and knowledge of the participant in the system of workplace relations. Such time from site will only be paid with prior notice and agreement with the Employer.

8.10 Industrial Relations Training

- (a) A Union Delegate recognised under this clause will be entitled to:
 - (i) up to 5 days of paid leave in their first year as a Union Delegate; and
 - (ii) up to 5 days of paid leave for each following year that they are a Union Delegate;
- (b) to undertake training that will assist them in their role.
- (c) The time of taking such leave will be agreed between the Union Delegate, Union and the Employer to minimise any adverse effect on the Employer's operations. The Employer will not unreasonably withhold its agreement under this clause.
- (d) A Union Delegate, on request by the Employer, shall provide satisfactory proof of their attendance at any course within 7 days. If an Employee fails to provide such proof the Employer may deduct any amount already paid for attendance from the next week's pay or any other money due to the Union Delegate.
- (e) A Union Delegate attending training under this clause will receive payment for the hours the Union Delegate would have been rostered or required to work on that day if the Union Delegate had not been absent from work to attend the training.

9. Dispute Settlement Procedure

- 9.1 If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the NES (including sections 65(5) and 76(4) of the Act),

– this term sets out procedures to settle the dispute.

9.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

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

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

9.5 The FWC may deal with the dispute in 2 stages:

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

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

9.6 A decision that the FWC 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. Any resolution of a dispute under this clause by the FWC must be consistent with legislative obligations and any other applicable Codes. It can't be inconsistent with legislative provisions and must not vary the terms and conditions contained in this Agreement, or change the intent and/or the benefits contained within this Agreement.

9.7 While the parties are trying to resolve the dispute using the procedures in this term:

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

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

10. **Consultation**

10.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

10.2 For a major change referred to in clause 10.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 10.3 to 10.9 apply.

10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

10.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

10.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

10.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 10.2(a) and 10.3 and 10.5 are taken not to apply.

10.9 In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of 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 Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in clause 10.1(b)
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clauses 10.11 to 10.15 apply.
- 10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
 - the Employer must recognise the representative.
- 10.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 10.16 In this clause relevant Employees means the Employees who may be affected by a change referred to in clause 10.1.

11. Flexibility

- 11.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the flexibility agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) Compassionate Leave;

- (iii) Parental Leave;
 - (iv) Community Service and Jury Service; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 11.1(a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 11.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 11.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 11.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

PART 3 – EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS

12. Contract of Employment

12.1 Types of Employment

An Employee will be engaged as weekly hire or casual.

12.2 Termination

(a) Notice of termination for Employees will be in accordance with the Act.

(b) Payment in lieu of notice

Payment in lieu of notice will include all amounts the Employee would have been entitled to if they had worked until the end of the minimum period of notice and must be paid no later than the next pay period.

(c) Dismissal Without Notice

Nothing in this clause will affect the right of the Employer to dismiss an Employee for serious or wilful misconduct justifying dismissal without notice and in such a case the Employee will be paid wages only up until the time of dismissal.

(d) Job Search Entitlement

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

12.3 Casual Engagement

(a) A casual Employee is an Employee engaged and paid in accordance with the provisions of this clause.

(b) When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including the number of hours to be worked per week and the relevant rate of pay.

(c) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in the Agreement except Annual Leave, Sick Leave, Carer's Leave, paid Compassionate Leave, Parental Leave (unless an eligible casual Employee), jury service and paid Public Holiday leave.

(d) For the purposes of this clause 12.3 the hourly rate means the rate of pay prescribed in Appendix A for the Employee's classification plus any all-purpose allowance payable to the Employee (e.g. leading hand).

(e) A casual Employee for working ordinary hours will be paid 125% of the hourly rate as defined in 12.3((d).

(f) A casual Employee required to work overtime will be paid;

(i) 175% of the hourly rate as defined in 12.3((d) where the relevant penalty rate for a weekly hire Employee is time and a half;

(ii) 225% of the hourly rate as defined in 12.3((d) where the relevant penalty rate for a weekly hire Employee is double time.

- (g) A casual Employee required to work on a Public Holiday will be paid 275% of the hourly rate as defined in 12.3((d).
- (h) Termination of all casual employment will require one hour of notice on either side or the payment of one hour's pay in lieu of notice by the Employer.
- (i) A casual Employee will be paid for a minimum of 8 hours on weekdays and 4 hours on Saturdays, Sundays and Public Holidays.
- (j) A casual Employee who has been engaged by for a regular sequence of periods of employment during a period of twelve (12) weeks has the right to elect to have their contract of employment converted to full-time employment if the employment is to continue beyond the conversion process.

12.4 **Probation**

Employees will be engaged on a probationary period of six (6) months. Subject to clause 12.2, during this period either party can terminate the employment by giving one week's notice.

12.5 **General Conditions**

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

12.6 **Eligibility for Payment of Wages and Allowances**

- (a) The Employer is not required to make payment for any day that the Employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work by any cause which ceases operation for which the Employer cannot be reasonably held responsible, as long as the Employer has no alternative work available on the Site.
- (b) Subject to the provisions of the *Work Health and Safety Act 2020* (WA), Employees will have no right to be paid for any time that they are not ready, willing and available to follow all lawful directions of the Employer or to carry out all duties that they are capable of performing.

12.7 **Abandonment of Employment**

- (a) Subject to clause 12.7(b), the absence of an Employee from work for a continuous period exceeding 3 working days without the consent of the Employer and without notification to the Employer will be prima facie evidence that the Employee has abandoned employment.
- (b) Clause 12.7(a) will not apply unless the Employer has taken reasonable steps to attempt to contact the Employee to establish why the Employee is absent without consent of the Employer and has provided written notice to the Employee setting out the attempts to contact the Employee.
- (c) For the avoidance of doubt, an Employee's employment will only be terminated after the Employer provides written notification of the termination, which cannot be a day before the day the notice is given, in accordance with section 117(1) of the Act.

- (d) Notwithstanding clause 12.7, an Employee who has abandoned employment prior to the end of the notice period, will be entitled to payment for all time worked up until the time of termination.

13. **Redundancy**

- 13.1 No Employee shall be made redundant whilst Labour Hire Workers or subcontractors, engaged by the Employer, are performing work that is performed by an Employee under this Agreement. For the avoidance of doubt, this clause does not prevent an Employee from being made redundant in circumstances where:

- (a) Labour Hire Workers have a substantively different skillset from the Employee; or
- (b) where the work is performed by a specialist subcontractor (having regard to the criteria in s.306E(7A) of the Act).

- 13.2 If the Employer engages Labour Hire Workers after making Employees redundant and the work is scheduled to be performed for more than four (4) weeks, then the Employer shall offer the work to the Employees made redundant within the last three (3) months.

- 13.3 Clause 41.3 of the Award is incorporated by reference into the Agreement, and as such, the following redundancy clause is an industry specific redundancy scheme. Accordingly, the provisions of Subdivision B – Redundancy Pay of Division 11 of the NES do not apply to the Employer and Employees covered by this Agreement.

- 13.4 The Employer shall pay contributions to a Nominated Redundancy Fund on behalf of each weekly hire Employee covered by this Agreement (other than apprentices – in respect of which, see clause 15.2(c)(ii)) on a weekly basis for each Completed Week of Service in accordance with the table below:

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$79.55	\$83.53	\$87.70	\$92.09	\$96.69

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

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

- 13.6 While an Employee who ceases employment with the Employer for any reason other than termination due to misconduct or refusal of duty shall ordinarily be due a redundancy payment, the liability of the Employer to pay redundancy payments to an Employee will be met by the making of the above contributions on behalf of each Employee, which are in substitution for (and not in addition to), and to be offset against, redundancy payments outlined in clause 41.3 of the Award.

- 13.7 The Nominated Redundancy Fund will be ReddiFund Ltd, unless an Employee nominates another fund by an application in writing to the Employer and it is an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986* (Cth).

- 13.8 Any period of service as a casual shall not entitle the Employee to accrue severance under this clause.

- 13.9 A Completed Week of Service means any week where the Employee attends work for all rostered hours in that week.
- 13.10 For the purpose of this clause, a Completed Week of Service shall include time not worked due to annual leave, paid personal leave (including sick leave and carer's leave), compassionate leave, jury service, public holidays, RDOs and workers compensation up to a maximum of two (2) weeks.
- 13.11 For apprentices see clause 16.
- 13.12 In addition to the redundancy contributions prescribed in clause 13.2, the Employer will also pay an amount of \$10.00 (plus GST) per Completed Week of Service per Employee to ReddiFund Ltd for the provision of Mutual Benefits Fund Benefits for the Employees who are covered by this Agreement.
- 13.13 For the purposes of this clause, "**Mutual Benefits Fund Benefits**" means indemnity cover including, but not limited to, journey to and from work, funeral expenses cover, ambulance cover and leisure travel insurance.

14. Employment security, staffing levels, mode of recruitment and replacement labour

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

14.2 Sham Contracting

- (a) In this clause, '**Sham Contracting**' means sham arrangements as described in Division 6 of Part 3-1 of the Act.
- (b) The Parties acknowledge that Sham Contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of Employees covered by this Agreement.
- (c) Any use of Sham Contracting is a breach of this Agreement.
- (d) Where a Party suspects that a Sham Contracting arrangement exists on the Project, the Party must notify all other relevant Parties of the suspicion. If a disagreement arises regarding the nature of the contractual relationship, the matter will be dealt with in accordance with the Agreement's Dispute Settlement Procedure.

14.3 Use of Labour Hire and Other Subcontractors

- (a) In this clause, '**Other Subcontractor**' means a company that has, or will have, a commercial contract with the Employer to undertake work on the Project, and who is not a Key Subcontractor as defined in clause 14.4(a) of this Agreement.
- (b) Where the Employer has made a definite decision to engage Other Subcontractors or a Labour Hire Agency to perform work on the Project, the Employer shall inform the Employees and Unions, in accordance with this clause.
- (c) Where possible, the Employer shall inform the Employees and Unions before any Other Subcontractor or Labour Hire Agency contracts are let and at least 28 days before the commencement of the work by Other Subcontractors or Labour Hire Agencies.
- (d) For the purpose of this clause, the Employer must inform the Employees and Union of:
 - (i) the name of the proposed Other Subcontractor or Labour Hire Agency;
 - (ii) the type of work it is proposed that the Other Subcontractor or Labour Hire Agency will perform;

- (iii) the number of persons and qualifications of those persons the proposed Labour Hire Agency may engage to perform the work; and
- (iv) the likely duration of the works to be performed by the Other Subcontractor or Labour Hire Agency.
- (e) The Employer will discuss with Employees and Unions over the following issues in relation to Labour Hire Agencies:
 - (i) safety issues including identifying hazards, assessing risks and deciding on measures to eliminate or minimise those risks on the Project; and
 - (ii) inductions and facilities.
- (f) For the avoidance of doubt, where the Employer has not engaged any Employees, the Employer is only required to inform the relevant Union under this clause.

14.4 Use of Key Subcontractors

- (a) In this clause, ‘**Key Subcontractor**’ means a company that has, or will have, a commercial contract with the Employer to undertake work on the Project and that meets the following conditions:
 - (i) The initial value of the contract is \$1 million or more (excluding GST), or the initial value of the contract is less than \$1 million (excluding GST) but the Employer reasonably believes, prior to awarding the contract, that the value of the contract will increase to \$1 million or more during the delivery of the Project; and
 - (ii) The work being undertaken by the Key Subcontractor’s employees on the Project would be covered by this Agreement had it been performed by Employees of the Employer.
- (b) The Employer must take all reasonable steps to ensure that the following workers, when performing on-site construction work within the coverage and classifications of this Agreement, receive wages, allowances, and monetary entitlements (including insurances per clause 25 and accrual of RDOs per clause 29.1) that are no less favourable overall than those provided under this Agreement:
 - (i) the direct employees of a Key Subcontractor; and
 - (ii) labour hire workers engaged by a Key Subcontractor; and
 - (iii) employees of subcontractors engaged by a Key Subcontractor and any employees of subsequent subcontractors they may engage.

PART 4 – WAGES, ALLOWANCES & OTHER PAYMENTS

15. Wage Rates & Classification Structure

15.1 Classification Structure

- (a) All Employees working under the Agreement will be classified according to the skill based classification structure set out in Appendix A – Wages & Classification Structure.

15.2 Wage Increases

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

- (a) 5% from 1st pay period commencing on or after 1 July 2025; and
- (b) 5% from 1st pay period commencing on or after 1 July 2026; and
- (c) 5% from 1st pay period commencing on or after 1 July 2027; and
- (d) 5% from 1st pay period commencing on or after 1 July 2028.

15.3 Wages

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

15.4 Higher Duties

An Employee engaged for more than 4 hours during one day on duties carrying a higher rate than the Employee's ordinary classification will be paid the higher rate for the whole day. Otherwise, the Employee will be paid the higher rate for the time worked if 4 hours or less.

16. Apprentices

16.1 Engagement of apprentices

- (a) Time spent by an apprentice, in attending training and assessments specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purpose of calculating the apprentice's wage and determining leave entitlements.
- (b) All fees charged by a Registered Training Organisation (**RTO**) and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Employer within six months of commencement of the apprenticeship or a stage of the apprenticeship, or within 3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (c) The Employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

16.2 Apprentice Wages

- (a) Actual hourly Rates of Pay for apprentices are set out in Appendix C – Apprentice Wage Schedule.
- (b) An adult apprentice (over 21 years of age) will not be paid a wage less than the wages payable to an Employee classified as a CW1(d) under the Agreement.
- (c) Apprentices will be paid:
 - (i) An hourly rate of pay based upon a percentage of the base tradesperson rate in accordance with the following table:

3 year apprenticeship	Contribution
Adult Apprentice	Not less than CW1(d)
1 st year	55% of the full rate
2 nd year	75% of the full rate
3 rd year	90% of the full rate

- (ii) a percentage of the Redundancy payment prescribed in clause 13.2as follows:

3 year apprenticeship	Contribution
Adult Apprentice	100% of the full rate
1 st year	55% of the full rate
2 nd year	75% of the full rate
3 rd year	90% of the full rate

Note: the Employer must also comply with the Fares & Travel Allowance Clause for each apprentice;

- (iii) superannuation in accordance with clause 24 of this Agreement.
- (iv) Apprentices will be paid a percentage of the Site Allowance based on the table at clause 16.2(c)(ii).
- (v) Tool Allowance as per clause 17.

17. Tool Allowance

- 17.1 Where the Employer requires a Tradesperson to provide their own tools, they will be paid a weekly all-purpose tool allowance as per the table below:

	From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
Carpenter / Stonemason / Tile layer	\$37.56	\$39.44	\$41.41	\$43.48	\$45.65
Plasterer	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32
Bricklayer	\$25.65	\$26.93	\$28.28	\$29.69	\$31.18
Metal	\$18.93	\$19.88	\$20.87	\$21.91	\$23.01
Painter	\$8.68	\$9.11	\$9.57	\$10.05	\$10.55

18. Fares & Travel Allowance

- 18.1 Employees will be paid a Fares and Travel Allowance for each day worked.
- 18.2 Apprentices will be paid 100% of the allowances in this clause.
- 18.3 Fares and Travel Allowance will also be paid each time an Employee is recalled after leaving the worksite to resume work on overtime or a call out.

- 18.4 A daily Fares and Travel Allowance will be paid to all Employees as follows:

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$23.40	\$24.57	\$25.80	\$27.09	\$28.44

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

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$1.03	\$1.08	\$1.14	\$1.19	\$1.25

19. **Piling Allowance and Site Allowance**

- 19.1 A flat daily Piling Allowance will be paid to Employees directly engaged in piling operations whilst those operations are occurring as follows:

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$28.63	\$30.06	\$31.56	\$33.14	\$34.80

- 19.2 A flat hourly site allowance will be paid to Employees as follows:

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$4.41	\$4.63	\$4.86	\$5.11	\$5.36

- 19.3 The piling and site allowance is only payable for the hours an Employee actually works. It is not payable when Employees leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, rostered days off, personal leave, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are engaged in any form of industrial action.

20. **First Aid Allowance**

- 20.1 An Employee who is appointed by the Employer to perform first aid duties and holds a Senior First Aid certificate (or equivalent) or Industrial First Aid certificate (or equivalent) from St John Ambulance, the Australian Red Cross Society or similar body, will be paid a daily flat allowance as follows:

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$5.62	\$5.90	\$6.20	\$6.51	\$6.83

21. **All Purpose Leading Hand Allowance**

- 21.1 For the purposes of this clause Leading Hand means an Employee who is given by the Employer the responsibility of directing and/or supervising the work of other persons, or in the case of only one person the specific responsibility of directing and/or supervising the work of that person.

- 21.2 A person specifically appointed to be a leading hand will be paid, as a minimum, the weekly all-purpose allowance specified in the table below in addition to the Employees own rate of pay or the hourly rate of pay being paid to the highest classification being supervised by that Employee (whichever is the greater):

	From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
In charge of not more than 1 person	\$24.21	\$25.42	\$26.69	\$28.03	\$29.43
In charge of 2 and not more than 5 persons	\$53.46	\$56.13	\$58.94	\$61.89	\$64.98
In charge of 6 and not more than 10 persons	\$67.58	\$70.96	\$74.51	\$78.23	\$82.14
In charge of more than 10 persons	\$90.79	\$95.33	\$100.10	\$105.10	\$110.36

22. Meal Allowance

- 22.1 Where an Employee is required to work:

- (a) more than two hours of overtime after their ordinary hours (inclusive of time worked for accrual purposes) Monday to Friday; or
- (b) more than eight hours of overtime on a Saturday or Sunday,
– they must be paid the following amount to cover the additional cost of a meal:

From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
\$23.40	\$24.57	\$25.80	\$27.09	\$28.44

23. Payment of Wages

- 23.1 All wages, allowances and other monies may be paid by electronic funds transfer (EFT) and Employee(s) may request EFT payments be split between up to 2 accounts.
- 23.2 Wages, allowances and other monies to be paid under this Agreement and pay slip details will be made available no later than close of business on Friday of each week (weekly).

24. Superannuation

- 24.1 The Employer must advise all Employees of their right to have payments made to a complying superannuation fund of their choice. The Employer will be bound by the Employee's election and the payment referred to in clause 24.3 must be made to that fund.
- 24.2 Where an Employee does not nominate a superannuation fund, the Employer will request information on any stapled fund from the ATO before defaulting to CBUS.
- 24.3 The level of contributions paid on behalf of each Employee will be the Superannuation Guarantee rate (as prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time) applied to Ordinary Time Earnings.

24.4 **Additional Voluntary Salary Sacrifice into Superannuation**

- (a) The Employer will allow Employees to make additional contributions to their superannuation fund by way of genuine salary sacrifice from pre-tax earnings.
- (b) Where an Employee wishes to have their pay salary sacrificed for additional superannuation, the Employer will comply with the Employee's request without unreasonable delay.
- (c) This clause will not impinge on any Employer provided benefits.
- (d) Any future wage, salary increase, accrual or entitlements including Superannuation Guarantee will be based on gross rates of pay.
- (e) All entitlements and benefits, as well as wage adjustments, contained in the Agreement will be calculated on the pre-salary sacrifice pay rate.
- (f) To avoid doubt, any salary sacrifice arrangement will not result in an increase to an Employee's overall entitlements above what they would have received prior to that arrangement

25. **Insurances**

25.1 The Employer will pay \$25 per week per Employee and will seek to provide the following, subject to premium cost:

- (a) Accident and Sickness Income Protection;
- (b) Workers Compensation Top-Pay; and
- (c) Trauma insurance.

25.2 The 24 Hour Accident and Sickness Insurance fund will provide:

- (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; and
- (f) payment during the incapacity of the Employee arising from any one injury or illness of a total of 104 weeks from the date of the injury or illness whether the incapacity is in one continuous period or not.

25.3 The Workers Compensation Top-Up Payment fund will provide:

- (a) Weekly payments - For the avoidance of doubt, this insurance is paid when the Employee is on rehabilitation or has returned to work on light duties or is otherwise not working to the Employee's pre-accident capacity.
- (b) For the purposes of this sub-clause Top-Up Pay means a weekly payment to the Employee of an amount being the difference between the weekly:
 - (i) Amount A payment received for the 1st to 13th weekly payments prescribed under clause 11(2) of Schedule 1 of the WCIM Act; and
 - (ii) Amount Aa payment received after the 13th weekly payment prescribed under clause 11(2) of Schedule 1 of the WCIM Act.

- (c) Payment 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.
- 25.4 The Trauma Insurance fund will provide:
 - (a) Financial compensation in the event of a work related accident resulting in death of the Employee or permanent and total disablement.
 - (b) 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.
- 25.5 In the event the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Employer's insurance premium.
- 25.6 In order to meet the requirements of Clause 24, the Employer will have the absolute discretion as to which fund entitlements are selected or adjusted.

26. Inclement Weather

- 26.1 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable, or it is unsafe for Employees to continue working in those conditions.
- 26.2 The Employer, when requested by the Employees, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply. In such cases, the Employer will communicate the nature of the prevailing Inclement Weather to subcontractors and/or workers on affected areas of the Project
- 26.3 The time of the cessation of work due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the Employer.
- 26.4 When inclement weather conditions exist, an affected Employee is not required to commence or continue to work where it is unreasonable or unsafe to do so.

Completion of Concrete Pours and Emergency Works

- 26.5 In cases where emergency work is required or it is necessary to complete a concrete pour, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an Employee undertaking the work of an imminent risk to their health or safety.
- 26.6 Where emergency work or a concrete pour is completed in accordance with clause 26.5, work will be paid at the rate of double time calculated to the next hour, and in the case of wet weather, the Employee will be provided with adequate wet weather gear.
- 26.7 If an Employee's clothes become wet as a result of working in the rain during emergency work or a concrete pour, the Employee will, unless the Employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay.

Entitlement to Payment

- 26.8 Where an Employee is not able to perform any work at any location because of inclement weather, the Employee will receive payment at the ordinary time hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any four week period for each Employee. Payment is subject to adherence to the terms of this clause.
- 26.9 If an Employee commences employment during a four week period the Employee will be credited with:

- (a) 32 hours where the Employee commences on any working day within the first week;
- (b) 24 hours where the Employee commences on any working day within the second week;
- (c) 16 hours where the Employee commences on any working day within the third week; and
- (d) 8 hours where the Employee commences on any working day within the fourth week in any four week period.

26.10 Inclement weather occurring during overtime will not be taken into account for the purposes of this clause and Employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours. For the avoidance of doubt, Employees remain entitled to payment for 4 hours minimum engagement on Saturday, Sunday and Public Holidays.

Transfers

26.11 Employees on a portion of a site not affected by inclement weather must continue to work even though Employees working on other areas of the site may have stopped work because of inclement weather.

26.12 Subject to the availability of alternative work in an Employee's classification, the Employer may require Employees to transfer:

- (a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or
- (b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

Additional wet weather procedure

26.13 Remaining on site:

- (a) Where, because of wet weather, the Employees are prevented from working:
 - (i) for more than an accumulated total of four hours of ordinary time in any one day; or
 - (ii) after the meal break, for more than an accumulated total of 50% of the normal afternoon work time; or
 - (iii) during the final two hours of the normal work day for more than an accumulated total of one hour;

the Employer will not be entitled to require the Employees to remain on site beyond the expiration of any of the above circumstances

- (b) Where, by agreement between the Employer and the Employees, Employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the Employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of this subclause.

26.14 Rain at starting time:

- (a) Where the Employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
 - (i) the rain stops; or
 - (ii) a covered walkway has been provided; or

- (iii) the sheds are under cover and the employees can get to the dry area without going through the rain; or
 - (iv) adequate protection is provided.
- (b) Protection must, where necessary, be provided for the employees' tools.

26.15 Additional lightning procedure

- (a) The Employer, in discussion with the Union, will determine a method of monitoring the proximity of lightning, including:
- (i) A methodology of identifying the proximity of lightning strikes; and
 - (ii) Due to the size of the Project, the creation of Designated Zones and the point from which measurement is to be taken for each Designated Zone.
- (b) Upon lightning being detected, the Employer will monitor the proximity of lightning from the Designated Zone(s).
- (c) The Employer will determine the Alert Level as follows:
- (i) Where lightning is detected within the threshold proximity of a higher Alert Level, the escalated Alert Level will automatically apply.
 - (ii) Where no lightning is detected within the relevant threshold proximity for 15 minutes, the Employer may determine a de-escalation in Alert Level where appropriate having regard to the prevailing conditions.
 - (iii) Where a storm progresses (or is expected to progress) towards a Designated Zone, or a storm is forecast to form in the proximity of a Designated Zone, the Employer must consider the prevailing conditions in determining whether an escalation in Alert Level is appropriate.
- (d) The Employer will immediately communicate any change in Alert Level to the workforce located in the affected Designated Zone(s), and enact the relevant protocols set out below:

Threshold Proximity of Detected Lightning	Alert Level	Protocols
18 – 30 km	Green	(i) Communication of alert level to workforce located in the Designated Zone(s); (ii) Employer to identify crews who may require additional time to make safe, and take appropriate action; (iii) Continue ordinary activities with awareness of changing conditions; and (iv) Crane, rigging, scaffolding and other high-exposure workers to enact Additional Precautionary Measures.
10 – 18 km	Yellow	(i) Communication of alert level to workforce located in the Designated Zone(s); (ii) Refuelling and flammable substance activities to cease;

		(iii) Cranes and EWP's to lower masts/retract booms and cease operations; (iv) Concrete pumps to attempt wash out and pack away boom; (v) Scaffolders, Formworkers and other high exposure workers to get off any metal structures; and (vi) All other workers to make work safe and seek cover in a designated structure or plant.
0 – 10km	Red	(i) Communication of alert level to workforce located in the Designated Zone(s); (ii) No personnel to be outside other than in accordance with safe structure/area policy determined by Employer; and (iii) Personnel may remain stationary in plant only after consultation with the Employer.

- (e) In the event a Red Alert Level is triggered, a site inspection must not be conducted until conditions return to Yellow Alert. Work must not recommence prior to conditions returning to Green Alert.
- (f) For the purpose of subclause 26.15, the Employer will develop Additional Precautionary Measures for high-exposure workers. The measures should consider and/or deal with:
 - (i) The classes/categories of high-exposure workers to cease work urgently where a Yellow Alert is issued; and
 - (ii) The need for such high-exposure workers to avoid commencing tasks that cannot be completed/ceased and made safe in a timely manner; and
 - (iii) The appropriate steps to prepare the work area for a potential cessation of work, noting that some tasks may continue to be performed safely during a Green Alert.

26.16 Hot Weather Training

The Parties intend to establish an arrangement for the provision of Working in Hot Environments Training to the workforce on the Project. Accordingly, the Employer and the Unions will consult on the particulars and method of implementing such Working in Hot Environments Training. The primary purpose of the training is to reduce the occurrence and severity of heat-related illnesses such as heat exhaustion and heat stroke.

PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK & WEEKEND WORK

27. Ordinary Hours of Work

- 27.1 Except as provided in clause 30 – Shift Work, the ordinary hours of work will be 8 hours per day Monday to Friday with the notional weekly hours based on a 36 hour week in accordance with clause 29.1.
- 27.2 Ordinary daily hours may be worked between the hours of 6.00 am and 6.00 pm. On a particular project the spread of ordinary daily hours can be varied to 5.00 am to 5.00 pm with the agreement of a majority of Employees who will be affected by the change.
- 27.3 The Employer has the right to alter start and finish times within the spread of ordinary daily hours. Prior to altering start and finish times the Employer will consult with the affected Employees and:
- (a) Provide notice to affected Employees of the change to start and finish times by no later than the finish time on the previous day;
 - (b) Provide an opportunity to affected Employees to advise of individual personal or family circumstances relevant to change to start and finish times and will consider any such advice from affected Employees;
 - (c) Have regard to its obligations to provide a safe and healthy workplace; and
 - (d) Have regard to the intention of avoiding excessive overtime.
- Note: Subject to this clause and clauses 28 (Overtime), the Employer may also alter start and finish times outside of the ordinary spread of daily hours for reasons such as setting up for concrete pours, deliveries and emergency work provided such work is paid for at the appropriate overtime rate of pay.
- 27.4 Any dispute about the exercise of the Employer's right to alter start and finish times will be resolved in accordance with clause 9 – Dispute Settlement Procedure.
- 27.5 On each day worked an Employee will be entitled to a paid morning smoko break, being not less than 10 minutes in duration, to be taken as agreed between 9.00 am and 11.00 am.
- 27.6 On each day worked an Employee will be entitled to an unpaid meal/rest break, being not less than 30 minutes in duration, to be taken as agreed no later than 6 hours after work starts.
- 27.7 It is recognised that project operations will be enhanced by staggering meal/rest breaks to enable work to continue or facilitate the efficient movement of people or materials.
- 27.8 Subject to clause 27.6, the parties agree that meal/rest breaks taken by the Employees may be staggered between the hours of 10.00 am and 2.00 pm. No overtime rates will be payable provided the meal/rest break is taken within this time.
- 27.9 The Employer must not combine the morning smoko break with the meal/rest break such that they are taken consecutively.
- 27.10 Subject to clause 27.8 if the meal/rest break is taken later than 6 hours after commencement of work for the day then overtime rates will be payable as per clause 28.2 for all time after 6 hours from commencement of work until such time as a meal/rest break is provided or, work ceases for that particular day.
- 27.11 The Employer will provide sufficient facilities for washing and 7 minutes will be allowed before any break and before finishing time to enable Employees to wash and to put away gear.

28. **Overtime**

- 28.1 The Parties recognise that construction activities on the Project may present unique operational requirements that might necessitate operations to continue without interruption, and that from time to time, the Employer will be required to engage in works under short term occupation or shut down works. As such, the Employer may require any Employee to work reasonable overtime at any stage and it is acknowledged that additional hours may be necessary during peak construction times, to perform out of hours work, or leading up to and during rail occupations in order to meet the needs of the Employer's contractual requirements for the completion of work on the Project.
- 28.2 All work performed outside of the ordinary hours of any day, Monday to Friday inclusive will be paid for at the rate of time and one half for the first 2 hours and double time thereafter.
- 28.3 For the purposes of this clause, ordinary hours will mean the hours of work fixed by the Employer in accordance with clause 27.
- 28.4 Where an Employee is required to work overtime for more than two hours, the Employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such finishing time and thereafter, after four hours of continuous work (also without deduction of pay), a crib time of 30 minutes in duration. In the event of an Employee remaining at work after the usual finishing time without taking the crib time of 20 minutes and continuing to work for a period of more than two hours, the Employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- 28.5 **Saturdays, Sundays & Public Holidays**
- (a) Overtime work on Saturday will be paid for at the rate of time and a half for the first 2 hours and double time after that, provided that all overtime worked after 12 noon on Saturday will be paid for at the rate of double time.
 - (b) All time worked on Sundays will be paid for at the rate of double time.
 - (c) All time worked on a Public Holiday will be paid for at the rate of double time and one half.
 - (d) An Employee required to work overtime on a Saturday, Sunday or Public Holiday will be afforded at least 4 hours work or paid for 4 hours as though worked.
 - (e) If work proceeds beyond the 4 hours minimum then Employees will be paid for all time worked.
 - (f) An Employee working overtime on a Saturday will be entitled to a paid morning smoko break being not less than 10 minutes in duration to be taken as agreed no later than 3 hours after work starts.
 - (g) An Employee working overtime on a Sunday or Public Holiday will be entitled to a paid morning smoko break being not less than 10 minutes in duration to be taken at a time as agreed.
 - (h) An Employee working overtime on a Saturday, Sunday or Public Holiday will be entitled to a paid meal/rest break being not less than 20 minutes in duration as agreed which is to be taken after 4 hours work at an agreed time.
 - (i) If total worked hours for the day are to be more than 8 hours there will be an additional 20 minute rest break to be paid at the rate of double time to be taken at the end of 8 hours.

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

28.6 Rest Period after Overtime

- (a) Where it is necessary to work extended overtime, it is agreed that no Employee will resume or continue to work without having had 10 consecutive hours off duty between the termination of the overtime on one day or shift and the commencement of the Employee's ordinary work on the next day or shift whether for ordinary time or overtime.
- (b) Where an Employee is taking a break in compliance with clause 28.6((a) they will be paid from the normal commencement of their ordinary work or their shift notwithstanding that they are off duty.
- (c) In the event that an Employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the Employee will be paid at double time until the Employee is released from duty for such period.

28.7 Recalls

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

29. Work Cycles and Rostered Days Off

- 29.1 The Employer and Employees can agree in writing on a system that provides for an Employee to accrue 2 RDOs over a 4 calendar week work cycle. This will be done by the Employee working an average of 40 regularly rostered hours per week, being paid 36 hours at the applicable Hourly Rate of Pay and accruing 4 hours towards an RDO at the applicable Hourly Rate of Pay. This enables an Employee to accrue 2 RDOs per 4 week work cycle.
- 29.2 RDOs shall be taken at a time mutually agreed between the Employee and the Employer and Employees will be encouraged to take RDO's regularly to ensure that they are able to balance personal needs and wellbeing with the Employer's operational needs.
- 29.3 The Employer recognises that there is merit in scheduling RDOs to the days adjacent to public holiday weekends during the working year. The Employer will develop an RDO calendar in consultation with the Unions to be implemented for its Employees on the Project. RDOs will be scheduled adjacent to the following public holidays:
 - (a) New Year's Day;
 - (b) Australia Day;
 - (c) Labour Day;
 - (d) Good Friday;
 - (e) Easter Monday;
 - (f) ANZAC Day;
 - (g) Western Australia Day;
 - (h) King's Birthday;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day or part day proclaimed by the Governor to be a public or bank holiday under the *Public and Bank Holidays Act 1972* (WA)

- 29.4 In the event that there is a requirement for work to be carried out on scheduled RDO's the Employer will, in advance of this requirement, consult with affected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.
- 29.5 An Employee may be directed by the Employer to take RDOs accrued in excess of 5 days.
- 29.6 Any accrued but untaken RDOs at the time of an Employee's termination of employment with the Employer will be paid out at the applicable Hourly Rate of Pay (in lieu of being taken).

30. Shift Work

- 30.1 Except as varied by this Clause, all other aspects of Part 5 of the Agreement shall apply to the working of shift work.
- 30.2 The Employer has the right to direct Employees to work shift work as required and the Employees shall work the shift work as directed. Shift work will be worked and paid for in accordance with this subclause.
- 30.3 Shift work is deemed to be any arrangement where the majority of the Ordinary Hours are worked outside of the spread of Ordinary Hours defined at clause 27 – Ordinary Hours of Work of this Agreement and when Employees are working as such.
- 30.4 Ordinary Hours for shift Employees will comprise thirty-six (36) hours per week averaged over a defined work cycle and will not commence before 5.00pm on Sunday night. Such Ordinary Hours are the specified hours under each shift Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.
- 30.5 Prior to the commencement of shift work, the Employer shall seek the agreement of the Employees involved. Failing agreement, the Employer will provide to the Employees concerned one (1) week's notice of the commencement of shift work and the starting and finishing times of Ordinary Hours of the shifts.
- 30.6 Where less than five (5) consecutive shifts are worked then Employees shall be paid at overtime rates in lieu of the shift loading prescribed at subclause (7) of this clause. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday, RDO or on any public holiday.
- 30.7 A shift Employee shall receive a flat loading of twenty-five (25) percent of their Ordinary Hourly Rate for each hour worked.

Meal Break – Shift Work

- 30.8 Employees working night shift shall be entitled to stop work for a half-hour without deduction of pay for the purpose of taking a meal break.
- 30.9 The Employer may stagger the times for Employees to take meal breaks to meet operational requirements.

Rest Periods – Shift Work

- 30.10 The Employer shall structure the Project Working Hours for Employees working night shift to include one (1) half-hour rest break to be taken without deduction of pay by Employees working on night shift.

PART 6 – LEAVE & PUBLIC HOLIDAYS

31. Annual Leave

- 31.1 An Employee is entitled to accrue a period of 4 weeks Annual Leave for each 12 months Continuous Service with the Employer (less the period of Annual Leave), which is equivalent to 2.769 hours pay for each completed period of 36 ordinary hours.
- 31.2 An Employee working as a Continuous Shiftworker will be entitled to accrue an additional week of Annual Leave for each 12 months Continuous Service with the Employer, which is equivalent to 0.692 hours pay for each completed week as a Continuous Shiftworker.
- 31.3 An Employee's entitlement to Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 31.4 Before going on leave the Employee will be paid:
- (a) The Employee's base rate of pay and any all-purpose allowances that they would ordinarily receive;
- PLUS**
- (b) a loading of 17.5% on the amounts provided in clause 31.4(a).
- 31.5 When an Employee is on Annual Leave the Employer must continue to pay:
- (a) Redundancy contributions pursuant to clause 13 – Redundancy;
 - (b) Superannuation contributions pursuant to clause 24 – Superannuation; and
 - (c) Long Service Leave contributions.
- 31.6 For the avoidance of doubt when an Employee is on Annual Leave the Employee will continue to accrue:
- (a) Rostered Days Off;
 - (b) Annual Leave; and
 - (c) Personal Leave.
- 31.7 Annual leave will be given and taken as agreed between the Employer and the Employee.
- 31.8 A request by an Employee to take Annual Leave will not be unreasonably refused by the Employer.
- 31.9 If a Public Holiday is observed on an ordinary working day during the leave, the leave is increased by 1 day for each such holiday.
- 31.10 On termination an Employee will be paid out any untaken leave in full (whether proportionate or accrued), together with the leave loading prescribed in clause 31.4(b).
- 31.11 **Christmas/New Year Close Down**
- (a) The Employer may require all or most Employees to take their Annual Leave or RDOs at the same time where it is reasonable so that the Employer can close a workplace or part of a workplace or reduce the number of Employees in a workplace for a Christmas/New Year Close Down.
 - (b) The Employer must give 2 months of notice to each Employee of a close-down of the kind described in clause 31.11(a).

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

31.12 **Casuals Excluded**

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

32. **Personal Leave**

32.1 Personal Leave is leave consisting of:

(a) **Cumulative Personal Leave**

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

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

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

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

32.2 **Sick Leave**

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

32.3 **Paid Carer's leave**

- (a) An Employee (other than a casual) will be entitled to use Cumulative Personal Leave each year as Carer's Leave to provide care and support for an immediate family or household member (Carer's Leave) because of:
 - (i) a personal illness, or injury; or
 - (ii) an unexpected emergency.
- (b) Where requested by the Employer in advance, the Employee will establish by production of a medical certificate or statutory declaration, the nature of the illness or emergency and that the illness or emergency is such as to require care.

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

32.4 Unpaid Carer's leave

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

32.5 Compassionate Leave

- (a) An Employee (including a casual Employee) is entitled to take up to 2 days Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) However, the Employee is entitled to paid compassionate Leave only if the Employee gives his or her Employer any evidence that the Employer reasonably requires of the serious illness, injury or death.
- (c) A casual Employee is entitled to unpaid compassionate leave in accordance with the NES.

32.6 Accrual

- (a) Subject to clause 32.6(b), Cumulative Personal Leave accrues as follows:
 - (i) One day per month at the beginning of each of the first 10 months of employment; and
 - (ii) 10 days at the beginning of each subsequent year.
- (b) If an Employee is terminated by the Employer and is re-engaged by the same Employer within a period of 6 months:
 - (i) The Employee's unclaimed balance of Cumulative Personal Leave will continue from the date of re-engagement; and
 - (ii) The Employee's next year of service will accumulate after a total of 12 months has been served with that Employer (excluding the period of interruption in service).
- (c) The balance of any year's unused Cumulative Personal Leave accumulates and may be taken in subsequent years.
- (d) Unpaid Carer's Leave and Compassionate Leave accrue on each occasion mentioned in clauses 32.4(a) and 32.5(a) respectively.

32.7 **Payment**

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

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

PLUS

- (ii) Redundancy contributions pursuant to clause 13 – Redundancy of the Agreement;
 - (iii) Superannuation contributions pursuant to clause 24 – Superannuation; and
 - (iv) Long Service Leave contributions.
- (b) For the avoidance of doubt, when an Employee is on paid Personal Leave the Employee will continue to accrue:
 - (i) Rostered Days Off;
 - (ii) Annual Leave; and
 - (iii) Personal Leave.

32.8 **Definition of Immediate Family**

The term "immediate family" includes:

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

33. **Parental Leave**

33.1 An Employee is entitled to:

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

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

33.3 The provisions of clause 24 – Superannuation, clause 31 – Annual Leave, clause 32 – Personal Leave, clause 35 – Public Holidays, clause 32.5 – Compassionate Leave and clause 13 – Redundancy do not accrue during unpaid Parental Leave.

33.4 In accordance with section 22 of the Act, unpaid leave does not count as continuous service, however, it does not break service.

34. **Family Violence Leave**

34.1 This clause applies to all Employees, including casuals.

34.2 In this clause:

- (a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
 - (b) family member means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- 34.3 An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:
- (a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
 - (b) the leave does not accumulate from year to year; and
 - (c) is available in full to casual Employees.
- 34.4 Additionally, an Employee may take unpaid leave to deal with family and domestic violence if the Employee:
- (a) is experiencing family and domestic violence; and
 - (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- 34.5 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- 34.6 An Employee must give their Employer notice of the taking of leave. The notice:
- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the Employer of the period, or expected period, of the leave.
- 34.7 An Employee who has given their Employer notice of the taking of must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 34.2(a).
- 35. Public Holidays**
-
- 35.1 An Employee, other than a casual Employee will be entitled to the following holidays without deduction of Ordinary pay:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) ANZAC Day;
 - (f) King's Birthday;
 - (g) Labour Day;
 - (h) Western Australia Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day or part day proclaimed by the Governor to be a public or bank

holiday under the Public and Bank
Holidays Act 1972 (WA)

- 35.2 Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 35.3 Where Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 35.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 35.5 Where substitution occurs work on the Saturday or Sunday will be paid at-applicable overtime rates and the Employee will be entitled to the benefit of the substitute Public Holiday.
- 35.6 **Payment**
- (a) Payment for Public Holidays will include the Employee's base rate of pay and any all-purpose allowances that they would ordinarily receive.
 - (b) For the avoidance of doubt when an Employee is on a Public Holiday the Employee will continue to accrue:
 - (i) Rostered Days Off;
 - (ii) Annual Leave; and
 - (iii) Personal Leave.

36. Community Service and Jury Service

- 36.1 Community service leave will be in accordance with the NES.
- 36.2 The Employer will comply with the provisions of the *Juries Act 1957 (WA)*.
- 36.3 An Employee will notify the Employer as soon as possible of the date upon which they are required to attend for jury service and will provide the Employer proof of their attendance and the duration of such attendance.

37. Long Service Leave

- 37.1 Long Service Leave benefits will be as provided by the *Construction Industry Portable Paid Long Service Leave Act 1985* as amended from time to time.

PART 7 – GENERAL EMPLOYMENT & AGREEMENT ARRANGEMENTS

38. Clothing Issue & Safety Footwear & Equipment

38.1 Mandatory Equipment

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

38.2 Work Clothing

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

38.3 Personal Protective Equipment

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

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

39. Tool Storage

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

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

40. **No Extra Claims**

- 40.1 This Agreement is intended to deal comprehensively with all the matters which pertain to the employment relationship between the Employer and its Employees. The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described whether or not any matter, claim or demand is specifically addressed within the Agreement.
- 40.2 The parties must not, prior to the nominal expiry of this Agreement, pursue any further claims about any matter which pertains to the employment relationship. The parties further undertake to not, prior to the nominal expiry of this Agreement, initiate any campaigns of industrial action intended to secure new and improved rates and conditions during the term of this Agreement.

41. **Inclusion**

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

41.2 **First Nations**

- (a) The Employer recognises the significance of First Nations Peoples in the State of Western Australia.
- (b) The Employer shall use its best endeavours to promote the employment of people who identify as First Nations People as follows:
 - (i) The Employer will ensure that an acknowledgement of Traditional Owners of the Land will be made on the Project and that this is included as part of the site induction, the information will reflect the cultural significance and spiritual connection that local Traditional Owners have with the area surrounding the Project.
 - (ii) A 'Welcome to Country' ceremony will be arranged with Traditional Owners to demonstrate the Parties' commitment to the principles of social, restorative justice and cultural affirmation.

41.3 **Women in the Industry**

- (a) The Parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To this end, the Parties support promotion of women into the industry and shall discuss means to achieve this objective, including ways to encourage and assist women to seek and maintain employment in the construction industry.
- (b) The Parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any unacceptable behaviour will not be tolerated and will result in disciplinary action in accordance with this Agreement.
- (c) The Employer will provide access to, at a minimum, a separate ablution block, change room (where applicable) and closet with a sanitary bin for female use only. This may be achieved through consultation with the work health and safety committee. Where possible, consultation will occur with females to assist in the selection of the location of the toilets to achieve an appropriate balance of privacy, safety and security.

41.4 **Mature Age Workers**

- (a) The Parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing.

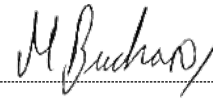
- (b) Wherever possible, the Employer shall implement measures to encourage the retention of older Employees. The Employer shall use its best endeavours to preserve jobs such as gate keepers and peggies for workers over the age of 55.

42. **Signatories**

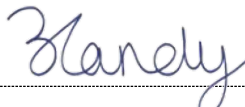
Signed on behalf of the Employer (PMPS)

Name (print): BEN FITSIMMONS
Address: Building 14 Floor 1, 2728 Logan Road, Eight Mile Plains QLD 4113
Position: CHIEF OPERATIONS OFFICER
(basis of authority to sign)
Signature: 
Date: 23/10/2025

Signed on behalf of the CFMEU:

Name (print): Michael (Mick) Buchan
Address: Trades Hall, 74 Beaufort Street, Perth WA 6000
Position: State Secretary
(basis of authority to sign)
Signature: 
Date: 31 October 2025

Signed on behalf of the AWU:

Name (print): Brad Gandy
Address: Level 3 25 Barrack St, Perth WA 6000
Position: State Secretary
(basis of authority to sign)
Signature: 
Date: 28 October 2025

APPENDIX A – WAGES & CLASSIFICATION STRUCTURE

CLASSIFICATION	Hourly Rate				
	From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
NON-TRADES					
CW1(a): Upon commencement in the industry	\$33.80	\$35.49	\$37.26	\$39.13	\$41.08
CW1(b): After three (3) months in the industry	\$34.99	\$36.74	\$38.58	\$40.51	\$42.53
CW1(c): After twelve (12) months in the industry	\$35.79	\$37.58	\$39.46	\$41.43	\$43.50
CW1(d): Upon fulfilling the substantive requirements of Construction Worker Level One	\$36.75	\$38.59	\$40.52	\$42.54	\$44.67
CW2	\$38.18	\$40.09	\$42.09	\$44.20	\$46.41
CW3	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34
CW4	\$40.96	\$43.01	\$45.16	\$47.42	\$49.79
CW5	\$42.15	\$44.26	\$46.47	\$48.79	\$51.23
CW6	\$43.35	\$45.52	\$47.79	\$50.18	\$52.69

Note 1: Classification Definitions can be found at Appendix B

CLASSIFICATION		HOURLY RATE				
		From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
TRADES						
Tradesperson		\$40.35	\$42.37	\$44.49	\$46.71	\$49.05
Marker/Setter Out		\$42.37	\$44.49	\$46.71	\$49.05	\$51.50
Special Class Tradesperson		\$42.37	\$44.49	\$46.71	\$49.05	\$51.50
CRANES						
Mobile Crane Driver (Hiab)	CW1	\$36.75	\$38.59	\$40.52	\$42.54	\$44.67
Mobile Crane operator - mobile cranes with lifting capacity up to and including 15 tonnes	CW4	\$40.96	\$43.01	\$45.16	\$47.42	\$49.79
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 15 tonnes and up to and including 100 tonnes	CW5	\$42.15	\$44.26	\$46.47	\$48.79	\$51.23
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 100 tonnes and up to and including 180 tonnes	CW6	\$43.35	\$45.52	\$47.79	\$50.18	\$52.69
Mobile crane operator- mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 260 tonnes	CW7	\$44.54	\$46.77	\$49.11	\$51.56	\$54.14
Tower crane operator	CW7	\$44.54	\$46.77	\$49.11	\$51.56	\$54.14
Operates a crane with lifting capacity in excess of 260 tonnes	CW8	\$45.73	\$48.02	\$50.42	\$52.94	\$55.59

APPENDIX B – CLASSIFICATION DEFINITIONS

CW1 – Tasks Undertaken:

Assists employees at higher classification levels, including tradespersons

Bitumen Labourer

Concrete Labourer

Concrete Pump Line Hand

Fencer

Flat Tray Truck Operator – On-Site

General construction labouring and cleaning duties

General Hand – duties including but not limited to unloading, handling, receiving, dispatching, sorting, stacking, checking, documenting and recording of goods, materials and components, wherever performed. This may also involve (without limitation) the use of forklifts, hand trolleys or heavy mechanical equipment.

Landscape Labourer

Painter – Brush Hand

Plate Compactor Operator – Hand-Controlled

Roller Operator – Hand-Controlled

Surveyor's Assistant

Uses Handheld Grinding Machines

CW2 – Tasks Undertaken:

Articulated Truck Operator – On-Site

Concrete Batching Plant Operator – On-Site

Concrete Finisher

Concrete Tester

Piling Offsider

Power-Driven Saw Operator

Steel-Fixer (includes tack welding steel reinforcement)

Storeperson

Traffic Controller

Undertakes spotter's duties and traffic control for mobile equipment

CW3 - Tasks Undertaken:

Bitumen Sprayer

Concrete Finisher – Powered

Concrete Line Pump Operator – Mobile

Dogger
Drainer
Dumper (struck capacity up to and including 2 m³) Operator – Rear and Bottom Dump
Forklift Operator
Formworker
Hydraulic Platform Operator – Mobile
Rigger
Road Roller Operator – Vibrating and Pneumatic
Roadmarker Operator
Scaffolder
Trenching Machine (small Ditch Witch-type) Operator
Watercart Operator

CW4 - Tasks Undertaken:

Bitumen Sprayer – Driver
Concrete Boom Pump Operator
Dumper (struck capacity above 2 m³ up to and including 30 m³) Operator – Rear and Bottom Dump
Excavator (capacity up to and including 0.5 m³) Operator
Front-End Loader (up to and including 48 kW) Operator
Pile Driver
Scraper (struck capacity up to and including 10 m³) Operator
Skid Steer (up to and including 48 kW) Operator
Telehandler Operator
Tractor/Dozer (up to and including 48 kW) Operator – Crawler or Pneumatic Tyred
Trenching Machine (up to and including 48 kW) Operator

CW5 – Tasks Undertaken:

Dumper (struck capacity greater than 30 m³) Operator – Rear and Bottom Dump
Excavator (capacity greater than 0.5 m³) Operator
Front-End Loader (greater than 48 kW but less than 370 kW) Operator
Grader Operator
Scraper (struck capacity greater than 10 m³) Operator
Skid Steer (greater than 48 kW) Operator
Soil Compactor Operator – Non-Roller Type
Tractor/Dozer (greater than 48 kW but less than 370 kW) Operator – Crawler or Pneumatic Tyred

Trenching Machine (greater than 48 kW / 65 hp) Operator

CW6 – Tasks Undertaken:

Front-End Loader (greater than or equal to 370 kW) Operator

Grader Operator – Final Trim

Tractor/Dozer (greater than or equal to 370 kW) Operator – Crawler or Pneumatic Tyred

APPENDIX C – APPRENTICE WAGE SCHEDULE

Note: An adult apprentice (over 21 years of age) will not be paid a wage less than the wages payable to an Employee classified as a CW1 under the Agreement.

Apprentice	From 01.07.2024	From 01.07.2025	From 01.07.2026	From 01.07.2027	From 01.07.2028
1st Year	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98
2nd Year	\$30.26	\$31.78	\$33.36	\$35.03	\$36.78
3rd Year	\$36.32	\$38.13	\$40.04	\$42.04	\$44.14