



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Protech Personnel Pty Ltd
(AG2026/676)

PROTECH ASPHALT EA 2026

Asphalt industry

COMMISSIONER REDFORD

MELBOURNE, 16 APRIL 2026

Application for approval of the Protech Asphalt EA 2026

[1] An application has been made for approval of an enterprise agreement known as the *Protech Asphalt EA 2026 (the Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009 (the Act)*. It has been made by Protech Personnel Pty Ltd (**Protech**). The Agreement is a single enterprise agreement, covering seven employers, each of whom are related employers.

[2] The application was accompanied by a single F17B Declaration, instead of there having been a Declaration filed on behalf of each employer covered by the Agreement, in accordance with Rule 32(3) of the *Fair Work Commission Rules 2024 (the Rules)*. Protech submitted that each employer covered by the Agreement *has* filed a Declaration, being a single Declaration “in common” and does not understand r 32(3) of the Rules requires each employer covered by the Agreement to lodge a separate Declaration. I do not accept this submission, but I am prepared to dispense with compliance with the Rules on the basis that the assertions contained in the single Declaration are plainly made with respect to all of the employers covered by the Agreement and provide me with sufficient material to be satisfied that the Agreement should be approved.

Workplace Delegates Rights

[3] As the Agreement does not contain a workplace delegates rights term, Pursuant to s 205A(2) of the Act, the workplace delegates’ rights term prescribed by the relevant Award is taken to be a term of the Agreement.

Record keeping requirements

[4] Section 535 of the Act provides that an employer must make, and keep for 7 years, employee records. Subdivision 1 of Division 3 of the *Fair Work Regulations 2009* set out the records that must be kept, including with respect to matters such as pay, overtime, averaging of hours, leave, superannuation contributions, matters relating to individual flexibility

arrangements and guarantee of annual earnings, termination of employment and transfer of business. These requirements must be complied with and, in so far as clauses 20.2.6 and 20.3.2 of the Agreement purport to provide otherwise, they will have no effect and Protech is obliged to keep these records.

Consideration

[5] On the basis of the material filed in support of the Application, and the further information provided by Protech in response to concerns raised by the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.



COMMISSIONER

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Protech Asphalt EA 2026

Note – the model delegates' rights term is taken to be a term of this agreement and can be found at the end of the agreement.

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1 Title

1.1 This enterprise agreement will be called the *Protech Asphalt EA 2026* (**the Agreement**).

2 Scope of this Agreement and Parties Covered

2.1 The parties covered by this Agreement are:

2.1.1 Protech Group (**The Company**) as listed under clause 2.2; and

2.1.2 All On-Hire Employees who are employed by the Company who are engaged in the industry and classification in the Incorporated Award.

2.2 The Company, which are related employers within the meaning of s172(5A) of the Act, are:

2.2.1 *Protech Personnel Pty Ltd ACN 117 782 466*;

2.2.2 *Protech Personnel (NSW) Pty Ltd ACN 124 060 466*;

2.2.3 *Protech Personnel Northern Region Pty Ltd ACN 145 085 070*;

2.2.4 *Protech Personnel (NT) Pty Ltd ACN 159 227 326*;

2.2.5 *Protech Personnel (WA) Pty Ltd ACN 155 223 537*;

2.2.6 *Protech Personnel (VIC) Pty Ltd ACN 149 736 498*; and

2.2.7 *Protech Personnel Southern Region Pty Ltd ACN 156 026 489*.

2.3 The relevant Modern Award incorporated into this Agreement (**the Incorporated Award**) is the *Asphalt Industry Award 2020* as amended from time to time.

3 Duration of Agreement

3.1 This Agreement commences operation 7 days after it is approved by the Fair Work Commission (**FWC**).

3.2 The Agreement will have a nominal expiry of four (4) years after the date of approval of the Agreement by the FWC.

4 Relationship with Incorporated Award, NES and Minimum Standards

4.1 The Incorporated Award and the National Employment Standards (**NES**) are to be read and applied in conjunction with this Agreement.

4.2 Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.3 To the extent that there is any inconsistency between this Agreement and the Incorporated Award, the Agreement will prevail.

- 4.4 Where this Agreement is completely silent on a term in the Incorporated Award, the Incorporated Award term will apply.
- 4.5 The rates of pay, terms and conditions in this Agreement represent the minimum that will be paid to an On-Hire Employee. The Company may pay the On-Hire Employee/s a higher rate of pay or more beneficial terms. Given the nature of the on-hire work, any increase above the minimums may vary from assignment to assignment.
- 4.6 Where necessary due to the scope and complexity of specific projects, the Company and its On-Hire Employees may seek to establish a separate project specific enterprise agreement at the sole discretion of the Company in accordance with the Act.

5 Protection of Above-Agreement Payments

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

6 Definitions

- 6.1 “**The Act**” or “**Act**” will mean the *Fair Work Act 2009 (Cth)* as amended from time to time.
- 6.2 “**Agreement**” will mean the Protech Asphalt EA 2026.
- 6.3 “**Base rate of pay**” will have the same meaning as section 16 of the Act.
- 6.4 “**Casual On-Hire Employee**” will mean a casual Employee within the meaning of section 15A of the Act and also includes Employees who are taken to be casual Employees pursuant to clause 102(3) of Schedule 1 of the Act.
- 6.5 “**Client**” will mean any client of the Company with whom the Employer has an agreement to provide on-hire worker services and to who the On-Hire Employee may be assigned to work from time to time.
- 6.6 “**The Company**” or “**Employer**” will mean Protech Group entities as listed in clause 2.2.
- 6.7 “**Employee**” will mean On-Hire Employee
- 6.8 “**Full-time On-Hire Employees**” means an On-Hire Employee who works full-time hours as detailed under the Incorporated Award.
- 6.9 “**FWC**” will mean the Fair Work Commission.
- 6.10 “**Incorporated Award**” will mean the *Asphalt Industry Award 2020* as amended from time to time.
- 6.11 “**Leading Hand**” means an On-Hire Employee appointed by the Employer to be a leading hand.

- 6.12 **“Market Arrangement”** or Market Rates will mean a rate of pay that rolls-up payment obligations as specified (and allowed) under this Agreement which may include above-Agreement payments as applicable to meet market demands as provided under this Agreement.
- 6.13 **“Modern Award”** will mean the Incorporated Award.
- 6.14 **“NES”** will mean National Employment Standards as set out under the Act and as varied from time to time.
- 6.15 **“On-Hire Employee”** will mean a Company Employee who is placed on an assignment with a Client of the Company where such Employee works under the general guidance and instruction of the Client or a representative of the Client. On-Hire Employees may also be referred to as ‘Field Employees’.
- 6.16 **“Ordinary time earnings”** for purposes of superannuation shall have the same meaning as superannuation legislation (as amended from time to time) but will not include any first aid allowance, overtime meal allowance, travelling expenses, board and lodging expenses, protective and special clothing and equipment allowance, tools allowance or incidentals allowance.
- 6.17 **“Part-Time On-Hire Employee”** will mean an On-Hire Employee who works part-time hours in accordance with the Incorporated Award.
- 6.18 **“PPE”** will mean personal protective equipment.
- 6.19 **“RDO”** will mean a rostered day off.
- 6.20 **“Redundancy”** will have the same meaning as the Incorporated Award.
- 6.21 **“Training contract”** means the training contract applicable to trainees as required under state training legislation.
- 6.22 **“Usual Finishing time”** will mean the rostered or scheduled finishing time of a shift.
- 6.23 **“Workplace delegate”** will have the same meaning as per the Incorporated Award.

7 Additional Claims

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

8 Lawful directions

- 8.1 On-Hire Employees are required to follow all lawful and reasonable directions provided by their leading hand or supervisor or any other person, as nominated by the Company or Client.
- 8.2 Should an On-Hire Employee not be able to perform any assigned task for any reason whatsoever, it is the On-Hire Employee’s duty to inform their Leading Hand/Supervisor or any other person, as nominated by the Company or Client, immediately.

9 Company Policies & Site Requirements

- 9.1 On-Hire Employees recognise that Company and Client site policies, standards and protocols may be introduced and/or amended from time to time. Where policies, standards and protocols are introduced, the On-Hire Employees agree to familiarise themselves and comply with the policies, standards and protocols. These policies, standards and protocols do not form part of this Agreement.
- 9.2 All On-Hire Employees must obtain and maintain site entry clearance to access the site, as directed by applicable legislation and/or at the direction and requirements of the Company and its Client. An On-Hire Employee will not be permitted to commence or continue work without site entry clearance.
- 9.3 Each On-Hire Employee's letter of engagement and employment is conditional upon the Employee receiving site entry clearance for the site where the Employee is employed to work.
- 9.3.1 It is an inherent requirement of an On-Hire Employee's role to maintain their site entry clearance and access to the worksite.
- 9.3.2 To obtain site entry clearance, an On-Hire Employee may be required to complete and provide information necessary to satisfy the Company and the Client's requirements. This may include, but is not limited to, medical assessments, a criminal history check, evidence that the Employee holds necessary qualifications and licences applicable to their role, proof of residence/ right to work and drug and alcohol clearance.

10 Safety and Fitness for Work

- 10.1 The Company is committed to undertaking its best endeavours to the establishment of healthy and safe workplaces, which includes the use of healthy and safe work methods, impairment testing (both planned and random), work organisation, working time, machinery and equipment.
- 10.2 On-Hire Employees are required to attend work in a fit state that enables them to perform their duties without causing potential danger to themselves and/or others. Any health and safety issues must be immediately reported to the Company and the Client.
- 10.3 On-Hire Employees will not be allowed to enter or engage in work on a site or workplace if On-Hire Employees are, or are reasonably suspected to be, under the influence of, or affected by, drugs or alcohol.
- 10.3.1 The Company may provide a lawful and reasonable direction to an On-Hire Employee to undergo drug and/or alcohol testing.
- 10.3.2 Where alcohol or drugs are detected in an On-Hire Employee's system they will be deemed to be unfit for work.
- 10.4 On-Hire Employees may be required to wear relevant personal protective equipment (**PPE**) at times as directed and/or as required by the Company and/or the Client.
- 10.4.1 An On-Hire Employee's clothing will be of a standard and nature as deemed relevant and appropriate by the Company and/or the Client.

- 10.4.2 Any PPE provided will be replaced on a fair wear and tear basis, subject to the Company being satisfied that replacement is required. It is a condition of issue and of employment that the issued PPE will be worn whilst at the workplace.
- 10.5 The Company may require On-Hire Employees to undertake an independent medical evaluation to determine an On-Hire Employee's safety and fitness for work at any time both prior to and during an assignment.

11 Disputes at Work

- 11.1 This term sets out the procedures to settle a dispute, where a dispute relates to:
- 11.1.1 a matter arising under the Agreement; or
 - 11.1.2 the NES.
- 11.2 On-Hire Employee/s who are a party to a dispute may appoint a representative for the purposes of the procedures set out by this term. The Company may similarly appoint a representative for the purposes of the procedures set out in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level. This should be done through discussions between the On-Hire Employee/s and the relevant supervisor/s and/or Company Business Manager (*or equivalent*).
- 11.4 If the matter remains unresolved, the On-Hire Employee is to place the dispute in writing to the relevant supervisor/s and/or Company's Business Manager (*or equivalent*).
- 11.5 If the matter remains unresolved within 5 working days of providing the dispute in writing to the relevant supervisors and/or Company Business Manager (*or equivalent*), or longer as agreed between the parties, the On-Hire Employee/s must refer the dispute to the Company's Regional Manager (*or equivalent*).
- 11.6 The Company's Regional Manager (*or equivalent*) must attempt to resolve the matter. If the dispute remains unresolved within 5 working days (or longer as agreed between the parties) of the matter being escalated to the Company Regional Manager (*or equivalent*), the On-Hire Employee/s must refer the dispute to the Company's General Manager (*or equivalent*).
- 11.7 The Company's General Manager (*or equivalent*) must attempt to resolve the matter. If the dispute remains unresolved within 10 working days (or longer as agreed between the parties) of the matter being escalated to the Company's General Manager (*or equivalent*), the On-Hire Employee/s may refer the dispute to the FWC.
- 11.8 The FWC may deal with the dispute in 2 stages:
- 11.8.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 11.8.2 If the dispute is not resolved by conciliation a party to the dispute may apply to the FWC to arbitrate the dispute.

Note: Where the FWC arbitrates a dispute, it may exercise the powers that are available to it under the Act.

- 11.9 While the parties are making attempts to resolve the dispute using the procedures in this term:
- 11.9.1 The On-Hire Employee/s must continue to perform their work as they would normally unless there is reasonable concern about an imminent risk to health or safety; and
- 11.9.2 The On-Hire Employee/s must comply with a direction given by the Company, or the Client, to perform other available work at the same workplace, or at another workplace, unless:
- a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the On-Hire Employee/s to perform; or
 - d. there are other reasonable grounds for the On-Hire Employee/s to refuse to comply with the direction.
- 11.10 The parties to the dispute agree to be bound by an arbitrated decision made by FWC in accordance with this clause.

12 Assignments

- 12.1 Employment with the Company is on an assignment-by-assignment basis, with each assignment representing a discrete period of employment.
- 12.1.1 An On-Hire Employee may be engaged for an assignment, or multiple assignments, over a period of time.
- 12.1.2 Each assignment may be with one Client of the Company, however, over time an assignment may be with a number of different Clients and/or sites.
- 12.2 At the commencement of each assignment, the On-Hire Employee/s will receive a letter of engagement that will confirm the details of the On-Hire Employee's particular assignment, including remuneration, classification level and any Market Arrangement that may apply. If known, a guide to the duration of the particular assignment may be provided. This will be based on the needs of the Client.
- 12.2.1 The nature of On-Hire work is such that the assignment may be varied or terminated at any time and the Company will advise On-Hire Employee/s of these changes as soon as possible.
- 12.3 The On-Hire Employee/s assignment/s to Client/s means that from time-to-time the On-Hire Employee/s will be placed on assignment to provide services for the benefits of Clients of the Company, with each shift constituting a discrete period of employment. Nothing in this provision will affect the continuity of employment for any purposes, including for the purposes of unfair dismissal or any other rights which may arise through the Act, long service leave or superannuation legislation.
- 12.4 The Company does not control the length of any assignment, with each shift constituting a discrete period of employment. While the Company may indicate the potential length of an assignment in good faith, the Client may vary the length of the assignment or terminate an On-Hire Employee's attendance at its absolute discretion. When this occurs, the Company will undertake its best endeavours to offer the affected On-Hire Employee/s alternate assignments, where they are appropriate.

- 12.5 Where the Company is unable to offer the On-Hire Employee/s an alternative assignment, despite its best endeavours, the Company reserves its right to discontinue an On-Hire Employee's employment.
- 12.6 Where a placement has reached an end, the Company confirms that an On-Hire Employee's registration remains active. On-Hire Employees are encouraged to contact a Company representative at the earliest convenience to update the On-Hire Employee's experience, skills and availability. On-Hire Employees will be required to return all Company and/or Client property, including keys, swipe cards and confidential information and/or material to the Company, and submit a final and authorised timesheet for any hours yet to be paid for that assignment.

13 Classifications

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

14 Types of Employment

- 14.1 On-Hire Employees under this Agreement will be employed in one of the following categories of employment:
- 14.1.1 Full-Time On-Hire Employee;
 - 14.1.2 Part-Time On-Hire Employee;
 - 14.1.3 Maximum-term On-Hire Employee;
 - 14.1.4 Trainee On-Hire Employee; or
 - 14.1.5 Casual On-Hire Employee.
- 14.2 At the time of the engagement, the Company will inform each On-Hire Employee in writing of their engagement status.
- 14.3 Ordinary Hours of work
- 14.3.1 Ordinary Hours of work will be in accordance with the Incorporated Award.

- 14.3.2 Ordinary hours may be an average of 38 per week but not exceeding 152 hours in 28 days.
- 14.3.3 Except for shiftwork, the spread of ordinary working hours may be conducted between 5am to 6pm, Monday to Friday. The Employer may agree with a majority of affected employees or individual employees to alter the spread of hours referred to in this clause.
- 14.3.4 For any new project or assignment after approval of this Agreement, there will be no RDO system worked or in place unless agreed in writing between an individual Employee and the Employer, or between the Employer and the majority of On-Hire Employees employed at a particular work site. Where an RDO system is in place, then the provisions of the Incorporated Award will apply.
- 14.3.5 Shiftwork will be in accordance with the Incorporated Award.
- 14.3.6 The ordinary hours of work for of an On-Hire employee will not exceed 12 hours per day.
- 14.3.7 Any 12-hour day or shift worked will be implemented with proper health monitoring procedures, suitable roster arrangements, appropriate supervision, adequate breaks, and a review process by the employer and employees or their representatives.

14.4 Leave

- 14.4.1 Leave will be in accordance with the Incorporated Award and NES. This is:
 - a. 152 hours annual leave for Full-Time On-Hire Employees (and pro-rata for part-time Employees) for each year of service which accrues progressively in accordance with the Employee's ordinary hours of work.
 - b. An additional 38 hours for each year of service of annual leave applies for a 'Seven-day shiftworker' as per the Incorporated Award which accrues progressively in accordance with the Employee's ordinary hours of work.
 - c. Any Full-Time or Part-Time On-Hire Employee must provide four (4) weeks' notice of taking annual leave. A shorter timeframe may be agreed between the On-Hire Employee and the Company.
 - d. 10 days (equivalent to 76 hours) paid personal/carer's leave for Full-Time On-Hire Employees (and pro-rata for part-time Employees) for each year of service which accrues progressively in accordance with the Employee's ordinary hours of work.
 - e. Paid personal/carer's leave may be cashed out if:
 - i. It is requested by the On-Hire Employee and agreed in writing by the Employer; and
 - ii. After the cashing out, the On-Hire Employee has at least 15 days (or 114 hours) personal leave remaining; and
 - iii. The On-Hire Employee is paid the full amount that would have been payable to the Employee had the Employee taken the leave.
 - f. An Employer and On-Hire Employee may agree to substitute another day or part-day for a day or part-day that would otherwise be a public holiday under the NES.
 - g. Parental leave, compassionate leave, family and domestic violence leave, requests for flexible working arrangements, community service leave, long

service leave, notice of termination and redundancy pay will be in accordance with the Incorporated Award and NES.

14.5 Casual Conversion

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

15 Full-Time Employment

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

16 Part-Time Employment

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

17 Maximum-Term Employment

17.1 An On-Hire Employee may be engaged on a Maximum-Term basis, working Full-Time or Part-Time hours (**Maximum-Term Employee**).

17.2 A Maximum-Term Employee will be engaged on a letter of engagement which has a fixed, maximum term, ending upon a given date, or at the end of a defined period of time, or upon the completion of a specified task (**Expiry Date**), but which contains a broad and unqualified power to terminate the contract within its term, in which case the provisions relating to termination contained in the contract, the Agreement and the NES will apply.

17.3 For the avoidance of doubt, a Maximum-Term Employee's employment will automatically terminate by effluxion of time on the Expiry Date, in which case the Maximum-Term Employee will not be entitled to notice of termination or redundancy.

18 Trainees

18.1 Terms and Conditions for Trainees will be in accordance with the Incorporated Award and this Agreement. A Trainee means an employee undertaking a traineeship under a training contract.

18.2 Trainees will be engaged as Maximum-Term On-Hire Employees.

18.3 All On-Hire Trainees will be engaged on a six (6) month probationary / qualifying period. Employment with the Company and continuation of the Training Contract is subject to the satisfactory completion of the full probationary / qualifying period. The probation period / qualifying period only applies to new trainees.

18.4 Time spent by the On-Hire Trainee in attending training and assessment specified in or associated with the training contract is taken to be time worked for the Company and considered as ordinary working hours to be paid at the base rate of pay when calculating wages and conditions.

- 18.5 On-Hire Employees engaged as a school-based trainee will be paid a loading of 25% in lieu of paid annual leave, paid personal/carers's leave, paid compassionate leave and paid absence on public holidays. This arrangement only applies when the Trainee is engaged whilst undertaking secondary schooling.

19 Casual Employment

- 19.1 The parties to this Agreement recognise that, where casual employment is offered:
- 19.1.1 The nature of the Company's operation as a labour hire provider is generally restricted to the supply and demand of our Client personnel requirements. The requirement to supply Employees may fluctuate considerably from day-to-day and week-to-week. This means the Company cannot provide a firm advanced commitment to continuing and indefinite work. The work of an On-Hire Employee may come to an end at any stage in line with Client requirements and any requirements under this Agreement. It is on this basis that parties agree that casual employment is offered by the Company.
 - 19.1.2 The Employer may elect, and provide notification to the Employee, that a particular shift or a series of shifts are not required to be worked regardless of any indicative roster the On-Hire Employee may have been provided by the Company or the Client.
 - 19.1.3 The On-Hire Employee may elect to accept or reject work on a shift-by-shift basis providing notice as required by the Employer.
- 19.2 A casual On-Hire Employee will be paid the hourly rate of pay for the relevant classification as outlined in this Agreement which is inclusive of the casual loading of 25%.
- 19.3 The casual loading is paid in lieu of:
- 19.3.1 Paid annual leave;
 - 19.3.2 Paid personal/carers's leave;
 - 19.3.3 Paid compassionate leave;
 - 19.3.4 Payment for absence on a public holiday;
 - 19.3.5 Payment in lieu of notice of Termination; and
 - 19.3.6 Redundancy pay.
- 19.4 For the avoidance of doubt, casual loading is paid in lieu of entitlements, which do not apply to Casual On-Hire Employees, having regard for the NES. The casual loading offsets these entitlements.
- 19.5 On each occasion a casual On-Hire Employee is required to attend work the employee must be paid for a minimum of 4 consecutive hours' work.
- 19.6 The methodology and application of the casual loading for the purposes of overtime and/or penalty rates and any other payments will be in line with the Incorporated Award.

20 Wages

20.1 Wages

- 20.1.1 The rates of pay for On-Hire Employees are prescribed in Appendix 1 of this Agreement. At the time of commencement of this Agreement, the base rates of pay outlined in Appendix 1 (with the addition of the loading for Casual Employees) will be the relevant base rate of pay for the corresponding classification in the Incorporated Award plus 2.5% (rounded to the nearest two decimal places).
- 20.1.2 Monetary payments under this Agreement apply from the first full pay period on or after this Agreement commences (the Agreement commences 7 days after approval by the FWC). The intent of this clause is to align pay adjustments to the normal pay cycle.
- 20.1.3 Allowances are specified under Appendix 2 of this Agreement.
- 20.1.4 Overtime, penalty rates and any other entitlements are as per the Incorporated Award.
- 20.1.5 The base rate of pay will not fall below applicable Incorporated Award as outlined under section 206 of the Act.
- 20.1.6 The Company will conduct a review of base rates of pay yearly in line with the Fair Work Commission Minimum Wage Decision.

20.2 Market Arrangements

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

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

- 20.2.5 A Market Arrangement may be calculated according to any roster or hours of work an On-Hire Employee may work under this Agreement. In no case will an On-Hire Employee be paid less than what they would otherwise have earned under this Agreement having worked the same hours with all loadings, penalties, overtime or allowances factored in.
- 20.2.6 For the purposes of record-keeping required by the Act and section 3.33(3) & 3.34 of the Fair Work Regulations an On-Hire Employee engaged on a Market Arrangement is entitled to the provisions of this clause and not the separate components that make-up the Market Arrangement (such as allowances or penalty rates that form the Market Arrangement). Individual records for the components that make up the Market Arrangements do not have to be kept and retained as a record.
- 20.2.7 The Dispute Resolution Procedure under this Agreement will be followed for any dispute pertaining to Market Arrangements.

20.3 Set-Off

- 20.3.1 Where On-Hire Employees are paid in excess of the wages or allowances in this Agreement, this arrangement will be received by the On-Hire Employee in satisfaction of any and/or all wages, penalties and allowances which might otherwise apply to On-Hire Employees under this Agreement. On-Hire Employees acknowledge that any above-Agreement terms, conditions and remuneration provided by the Company include compensation for, and may be set off against, all entitlements, benefits or payments that might otherwise be due to them under this Agreement.
- 20.3.2 For the purposes of record-keeping provisions required by the Act and section 3.33(3) & 3.34 of the Fair Work Regulations where On-Hire Employees are paid in excess of the wages or allowances under this Agreement and the set-off provisions in this Agreement or a contract or employment are applied to satisfy other wages or allowances the Company is not required keep and maintain separate pay records for the wages or allowances that have been absorbed by the set-off arrangement.

20.4 Payment of Wages

- 20.4.1 Payment of wages will be by direct deposit/electronic funds transfer on a weekly or fortnightly basis to a bank account nominated by the On-Hire Employee. Where a public holiday or weekend falls on the normal pay day, the payment will be made as soon as is practicable after the normal pay day.
- 20.4.2 From 1 January 2027 payment of wages may be paid on a monthly pay cycle. Any existing On-Hire employees for current assignments at the time will receive two (2) months' written notice and consultation before any change to a monthly pay cycle occurs. Any On-Hire Employee engaged on a monthly pay cycle will receive an additional \$10 per pay cycle.

20.5 Deduction of Monies

- 20.5.1 Wages will be paid subject to the On-Hire Employee's authorised deductions as agreed with the Company. The On-Hire Employee authorises the Company to deduct from their Wages (including leave and termination payments):
- a. All taxes, payable by law;
 - b. Any court order;
 - c. All identified and justified overpayments in accordance with any process under this Agreement.

20.6 Identified Overpayments

- 20.6.1 In the first instance, the Company and the On-Hire Employee will enter into communication to attempt to reach a mutual agreement regarding any overpayments that have been made by the Company.
- 20.6.2 However, in the case that mutual agreement is not reached, the On-Hire Employee authorises the Company to deduct from any wages payable or owing to the On-Hire Employee any overpayments made in error by the Company to the On-Hire Employee upon the Company abiding by the following procedure:
- a. The Company will provide written notification to the On-Hire Employee's last known home address and email address detailing the overpayment including how, when and by how much the overpayment was made;
 - b. The Company will call the On-Hire Employee on the telephone number last provided to the Company by the On-Hire Employee to provide a verbal explanation of the overpayment;
 - c. The Company will allow the On-Hire Employee to keep 0.5% of any identified overpaid amount;
 - d. The On-Hire Employee will be provided 14 days to provide a response to the written notification of the identified overpayment.
- 20.6.3 Upon the Company abiding by the above procedures, the over payments will be deducted via reasonable amounts from wages over a maximum period of 12 weeks unless agreed otherwise. For the avoidance of doubt, the Company abiding by the above procedure does not require agreement from the On-Hire Employee before commencing deduction.
- 20.6.4 The dispute resolution provisions of this Agreement apply to any disputes under this clause. If an On-Hire Employee commences the dispute resolution process pursuant to this Agreement regarding the implementation of this clause, the Company will cease making any deductions (if commenced) until that dispute resolution process is completed.

21 Superannuation

- 21.1 The Company will exclusively pay and provide superannuation in accordance with superannuation legislation and the Act. Superannuation legislation being the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) as amended from time to time.

- 21.2 Where an On-Hire Employee does not nominate a fund, or if the nominated fund does not meet the eligible superannuation fund requirements, superannuation contributions will be paid into an On-Hire Employee's 'stapled' account (as notified to the Company by the Australian Taxation Office) or, in the absence of a stapled account, contributions will be made to the Company's default superannuation fund, provided it is a MYSUPER compliant fund.

22 Consultation

- 22.1 This clause applies if the Company:
- 22.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the On-Hire Employee/s; or
 - 22.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of The On-Hire Employees.

Major Change

- 22.2 For a major change referred to in subclause 22.1.1:
- 22.2.1 the Employer must notify the relevant On-Hire Employees of the decision to introduce the major change; and
 - 22.2.2 subclauses 22.3 to 22.9 apply.
- 22.3 The relevant On-Hire Employee/s may appoint a representative for the purposes of the procedures in this term.
- 22.4 If:
- 22.4.1 The relevant On-Hire Employee/s appoint a representative for the purposes of consultation; and
 - 22.4.2 the On-Hire Employee/s advise the Company of the identity of the representative; the Company must recognise the representative.
- 22.5 As soon as practicable after making its decision, the Company must:
- 22.5.1 discuss with the relevant On-Hire Employee/s:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the On-Hire Employee/s; and
 - c. measures the Company is taking to avert or mitigate the adverse effect of the change on the On-Hire Employee/s; and
 - 22.5.2 for the purposes of the discussion – provide in writing to the relevant On-Hire Employee/s:
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the On-Hire Employee/s; and
 - c. any other matters likely to affect the On-Hire Employee/s.

- 22.6 Given the nature of the Company's business, any consultation undertaken with On-Hire Employee/s may be in an electronic format such as phone, video conferencing, or Microsoft Teams style discussions. Written notice may also be provided by email. This is for the purposes of ensuring all On-Hire Employees engaged on remote or regional placements are able to be consulted with in line with this clause without undue cost or delay.
- 22.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-Hire Employee/s.
- 22.8 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant On-Hire Employee/s.
- 22.9 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 22.2.1, 22.3 and 22.5 are taken not to apply.
- 22.10 In this term, a major change is "likely to have a significant effect on On-Hire Employees" if it results in:
- a. the termination of the employment of On-Hire Employees; or
 - b. a major change to the composition, operation or size of the Company's workforce or to the skills required of On-Hire Employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain On-Hire Employees; or
 - f. the need to relocate On-Hire Employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 22.11 For a change referred to in subclause 22.1.2:
- 22.11.1 the Company must notify the relevant On-Hire Employee/s of the proposed change; and
 - 22.11.2 subclauses 22.12 to 22.17 apply.
- 22.12 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 22.13 If:
- a. the relevant On-Hire Employee/s appoint a representative for the purposes of consultation; and
 - b. the relevant On-Hire Employee/s advise the Company of the identity of the representative; the Company must recognise the representative.
- 22.14 As soon as practicable after proposing to introduce the change, the Company must:
- a. discuss with the relevant On-Hire Employee/s the introduction of the change; and

- b. for the purposes of the discussion – provide to the relevant On-Hire Employee/s:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Company reasonably believes will be the effects of the change on the On-Hire Employee/s; and
 - iii. information about any other matters that the Company reasonably believes are likely to affect the On-Hire Employee/s; and
 - c. invite the relevant On-Hire Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 22.15 Given the nature of the Company’s business, any consultation undertaken with On-Hire Employee/s may be in an electronic format such as phone or video conferencing style discussions. Written notice may also be provided by email. This is for the purposes of ensuring all On-Hire Employee/s engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
- 22.16 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-Hire Employee/s.
- 22.17 The Company must give prompt and genuine consideration to matters raised about the change by the relevant On-Hire Employee/s.
- 22.18 In this term, “relevant On-Hire Employee/s” means the On-Hire Employee/s who may be affected by the major change.

23 Flexibility

- 23.1 The Company and an On-Hire Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- 23.1.1 the agreement deals with 1 or more of the following matters:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. leave loading; and
 - 23.1.2 the arrangement meets the genuine needs of the Company and the On-Hire Employee in relation to 1 or more of the matters mentioned in subclause 23.1.1; and
 - 23.1.3 the arrangement is genuinely agreed to by the Company and the On-Hire Employee.
- 23.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 23.2.1 are about permitted matters under section 172 of the Act; and
 - 23.2.2 are not unlawful terms under section 194 of the Act; and
 - 23.2.3 result in the On-Hire Employee being better off overall than the On-Hire Employee would be if no arrangement was made.

- 23.3 The Company must ensure that the individual flexibility arrangement:
 - 23.3.1 is in writing; and
 - 23.3.2 includes the name of the Company and On-Hire Employee; and
 - 23.3.3 is signed by the Company and On-Hire Employee and if the On-Hire Employee is under 18 years of age, signed by a parent or guardian of the On-Hire Employee; and
 - 23.3.4 includes details of:
 - a. the terms of the Agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the On-Hire Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - d. states the day on which the arrangement commences.
- 23.4 The Company must give the On-Hire Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 23.5 The Company or On-Hire Employee may terminate the individual flexibility arrangement:
 - 23.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 23.5.2 if the Company and On-Hire Employee agree in writing — at any time.

24 Meal Breaks

- 24.1 Meal break—day workers
 - 24.1.1 An On-Hire Employee is entitled to an unpaid meal break of not less than 30 minutes after every five (5) hours worked. The timing of the meal break will be in accordance with site operational requirements.
- 24.2 Meal break—shift workers will be in accordance with the Incorporated Award.
- 24.3 Rest break – Day workers:
 - 24.3.1 One paid rest break of 15 minutes or 2 paid rest breaks of 7.5 minutes each must be provided on each day worked.
 - 24.3.2 The Employer or Client will direct the time for the commencement of the rest break and this break will not involve a complete stoppage of work. Such rest breaks may be taken either side of a meal break or, where required due to operational requirements and taking into consideration any safety considerations, an allowance equivalent to 15 minutes pay may be paid in lieu of On-Hire Employees physically taking any rest break. For avoidance of doubt this means an additional 15 minutes paid time where the rest break is not taken.
- 24.4 Scheduling of breaks
 - 24.4.1 Breaks will be scheduled by the Client supervisor (or other appropriate person) based upon operational requirements so as to ensure continuity of operations. The

Employer will not require an Employee to work more than 5 hours before their first meal break or between subsequent meal breaks, if any.

24.5 Working during meal breaks:

24.5.1 On-Hire Employee called to work during recognised meal breaks will be paid at overtime rates for all time worked until they receive a meal break. However, regardless of anything else in this provision (Meal Breaks) where it is necessary to alter the time of the recognised meal break due to site operational requirements On-Hire Employees may be called upon to work for not more than one hour beyond the recognised meal break without being paid overtime rates provided that they receive the equivalent meal break.

24.6 Overtime meal break:

24.6.1 An employee must be allowed a 20-minute paid meal break after:

- a. 2 hours of work past the usual finishing time; and
- b. each additional 4 hours of continuous overtime,

provided that the employee is to continue working after the paid meal break.

24.6.2 The amount of time worked by an employee does not include time spent travelling from a job back to the depot or home.

24.6.3 Where required due to operational requirements and taking into consideration any safety considerations the overtime meal break (where an employee is eligible) can be paid in lieu of an On Hire employee physically taking that break. The payment by the Company will not be more than would otherwise be required. For avoidance of doubt this means an additional 20 minutes paid time where the overtime meal break is not taken.

24.6.4 An Employer and Employee may agree to any variation of this subclause (overtime meal break) to meet the circumstances of the work in hand, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause (Overtime meal break).

24.7 Other provisions regarding rest periods will be in accordance with the Incorporated Award.

25 Workplace Delegates Clause

25.1 Entitlements for workplace delegates will be in accordance with the Incorporated Award as amended from time to time.

26 Right to Disconnect

26.1 On-Hire Employee/s will have the right to disconnect in accordance with the terms of the Incorporated Award as amended from time to time.

27 Stand down


27.1 The Company has the right to stand down without payment for any day (or part of any day) that On-Hire Employee/s cannot be usefully employed because of any:

- 27.1.1 industrial action (other than industrial action organised or engaged in by the Company); or
- 27.1.2 a breakdown of equipment, if the Company cannot reasonably be held responsible for the breakdown; or
- 27.1.3 force majeure event such as operation of Government Health Directions or natural disaster events for which the Company cannot reasonably be held responsible; or
- 27.1.4 any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible; or
- 27.1.5 suspension of the contract of training, for trainees in accordance with State or Territory legislation; or
- 27.1.6 inability of an On-Hire Employee to be ready, willing and able to perform the inherent requirements of their role. This may include:
 - a. Failure to meet Health and Safety requirements; or
 - b. Accessing the work site; or
 - c. Client or site direction.
- 27.2 An On-Hire Employee who is stood down, may elect to use accrued annual leave entitlements or RDOs for such time.
- 27.3 The dispute resolution process under this Agreement is available for disputes regarding stand down.

28 Signatories

Signed for and on behalf of the Company by:

Name: BEN FITZSIMMON

Signature: 


Date: 20/03/2026

Position: CHIEF OPERATIONS OFFICER

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

Witness of the Company Representative:

Name: ANNA FAHEY


Signature: 

Date: 20/03/2026

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

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

Name: Bilal Khan

Signature: 

Date: 20/03/2026

Job Title: Asphalt Worker (Loader Operator)

Address: Unit 15 Building 1/22 Powers Road, Seven Hills NSW 2147

Witness Of the On-Hire Employee Representative:

Name: Patrick Hill

Signature: Patrick Hill

Date: 20/03/2026

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

APPENDIX 1 – Wage Rates

Classification	Column A	Column B
	Base Rates of pay	Casual hourly rate of pay (inclusive of 25% casual loading)
Skill Level 1	\$ 27.10	\$ 33.88
Skill Level 2	\$ 28.48	\$ 35.60
Skill Level 3	\$ 29.53	\$ 36.91
Skill Level 4	\$ 31.04	\$ 38.80
Skill Level 4 (Leading Hand)*	\$ 31.99	\$ 39.99
Skill Level 5	\$ 31.28	\$ 39.10
Skill Level 5 (Leading Hand)*	\$ 32.24	\$ 40.30

- i. The above rates include Industry Allowance and Increment weather allowance.
- ii. *The above rates include the Leading Hand Allowance (where indicated) for relevant classifications. Someone appointed as a leading hand will be engaged at Skill Level 4 or 5.
- iii. The rates in Column A are for Permanent Full-Time and Permanent Part-Time employees.
- iv. The rates in Column B are for Casual employees for working ordinary hours.
- v. All overtime, penalty rates, allowances and other conditions apply as per the terms of this Agreement.

A1.1 Trainees

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

	Base rate of Pay
Traineeship (Full Time)	\$ 24.82
Traineeship (Part time)	\$ 30.47
School-based Trainee (Year 11)*	\$ 16.12
School-based Trainee (Year 12)*	\$ 17.54

- i. *In accordance with this Agreement at 25% loading may be added for a school-based trainee in lieu of other entitlements.
- ii. The above rates include Industry Allowance and Increment weather allowance.

APPENDIX 2 – Allowances

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

Allowance	Clause	\$	Payable
Industry allowance	17.2(b)	N/A. Included in base rate	
Inclement weather allowance	17.2(c)(i)	N/A. Included in base rate	
First aid allowance	17.2(d)	\$4.15	Per day
Leading hand allowance	17.2(e)	N/A. Included in base rate	

Allowance	Clause	\$	Payable
Meal allowance—overtime of more than 1.5 hours after usual ceasing time—without notice	17.3(a)(i)	20.20	per occasion
Meal allowance—overtime—5.5 hours or more after usual ceasing time and each further 4 hours	17.3(a)(ii)	20.20	per occasion
Travelling expenses—meal allowance while travelling to distant work	17.3(d)(ii)	20.20	per meal
Travelling expenses—accommodation when required to spend a night en route to distant work	17.3(d)(ii)	100.29	per night
Distant work—accommodation and incidentals allowance:			
Board and lodging for 7 days	17.3(e)(i)	719.67	per week
All living expenses for broken parts of a week—an amount of up to	17.3(e)(i)	719.67	per week
Incidentals allowance	17.3(e)(ii)	7.68	per night

Part 7—Workplace Delegates, Consultation and Dispute Resolution

[Part 7—Consultation and Dispute Resolution renamed by [PR774766](#) from 01Jul24]

26A. Workplace delegates' rights

[26A inserted by [PR774766](#); substituted retrospectively by [PR795675](#) ppc 01Jul24]

26A.1 Clause 26A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 26A.

26A.2 In clause 26A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;
- (c) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

26A.3 Before exercising entitlements under clause 26A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

26A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

26A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

26A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 26A.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.
- (b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

26A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 26A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

26A.8 Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.
- (b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:
 - (i) full-time or part-time employees; or

- (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

26A.9 Exercise of entitlements under clause 26A

- (a) A workplace delegate's entitlements under clause 26A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.
- (b) When exercising any entitlements under clause 26A, a workplace delegate must, other than in the reasonable exercise of those entitlements:
 - (i) comply with their duties and obligations as an employee; and
 - (ii) not hinder, obstruct or prevent the normal performance of work.
- (c) Clause 26A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.
- (d) Clause 26A does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or

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- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 26A.