



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Protech Northern Region Pty Ltd
(AG2026/2282)

PROTECH LGCFR (RAIL PACKAGE) GREENFIELDS AGREEMENT 2026–2030

Building, metal and civil construction industries

COMMISSIONER SIMPSON

BRISBANE, 7 SEPTEMBER 2026

*Application for approval of the Protech LGCFR (Rail Package) Greenfields Agreement
2026–2030*

[1] An application has been made for the approval of a greenfields agreement known as the *Protech LGCFR (Rail Package) Greenfields Agreement 2026–2030* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Protech Northern Region Pty Ltd (**the Applicant**).

[2] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act.

[3] I am satisfied that each of the requirements of ss.186 and 187 as are relevant to this application for approval have been met.

[4] Noting clause 2.5(c) of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] In accordance with s. 187(5)(a) of the Act, I am satisfied that the Australian Workers' Union (**AWU**) is 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

[6] Pursuant to s.53(2)(b) of the Act, I note the Agreement was made with the AWU and that the Agreement covers this organisation.

[7] The Agreement is approved and in accordance with s.54 of the Act will operate from 14 September 2026. The nominal expiry date is 7 September 2030.



COMMISSIONER

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**Protech LGCFR (Rail Package)
Greenfields Agreement 2026 –
2030**

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PART 1: DEFINITIONS

In this Agreement, the following definitions will apply:

“ACIRT” means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

“Afternoon Shift” means a shift where the Ordinary Hours of Work commence on or after 12.00 pm and before 8.00 pm on any day of the week.

“Agreement” means the Protech LGCFR (Rail Package) Greenfields Agreement 2026–2030.

“All-Purpose” means the payment will be included in the Employee’s Base Rate when calculating any penalties, loadings, or payments while the Employee is on paid leave.

“Apprentice” or **“Trainee”** have the meanings given to them in Chapter 1, Part 3 of the *Further Education and Training Act 2014* (Qld), as amended.

“Award” means the *Building and Construction General On-Site Award 2020* (MA000020).

“AWU” or **“Union”** means the Australian Workers’ Union – Queensland Branch.

“Base Rate” means the Employee’s base hourly rate of pay as set out in Schedule B of this Agreement.

“Client” means Acciona Construction Australian Pty Ltd & CPB Contractors Pty Limited & UGL Engineering Pty Limited (ABN 20 763 303 539) (also referred to as ACU JV)

“Continuous Service” has the meaning given to it in section 22 of the FW Act, as amended.

“Continuous Shiftworker” means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six (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 purpose of the additional week of annual leave provided for in the NES.

“Day Shift” means a shift where the Ordinary Hours of Work commence on or after 6.00 am and before 12.00 pm on any day of the week.

“Day Worker” has the meaning given to it in clause 7.2 of this Agreement.

“Double Time” means the Employee’s Ordinary Hourly Rate multiplied by 200%.

“Double Time and a Half” means the Employee’s Ordinary Hourly Rate multiplied by 250%.

“Employee” means a person employed by the Employer to perform work on the Project within the scope of this Agreement and who is engaged in a classification set out in Schedule A of this Agreement.

“Employer” means Protech Northern Region Pty Ltd (ABN 36 145 085 070).

“Flat” means the payment is a separate amount and is not included in the Employee’s Base Rate when calculating any penalties or loadings.

“Full Rate of Pay” has the meaning given to it in section 18 of the FW Act, as amended.

“FW Act” means the *Fair Work Act 2009* (Cth), as amended.

“FW Regulations” means the *Fair Work Regulations 2009* (Cth), as amended.

“FWC” means the Fair Work Commission.

‘LGCFR’ means Logan and Gold Coast Faster Rail (Rail Package)

“Inclement Weather” has the meaning given to it in clause 4.7(a) of this Agreement.

“NES” means the National Employment Standards as contained in the FW Act.

“Night Shift” means a shift where the Ordinary Hours of Work commence on or after 8.00 pm and before 6.00 am on any day of the week.

“Ordinary Hours” or **“Ordinary Hours of Work”** has the meaning given to it in clause 7.1(a), (b) of this Agreement.

“Ordinary Hourly Rate” means an Employee’s Base Rate, plus any applicable All-Purpose allowances.

“OTE” means Ordinary Time Earnings as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended.

“Overtime” means time worked by an Employee outside their Ordinary Hours of Work.

“Party” or **“Parties”** refers to the Employer, the Employees, and the AWU, as the context requires.

“Project” means the Rail Package for the Logan and Gold Coast Faster Rail Project being undertaken by the Client in the State of Queensland.

“RDO” means Rostered Days Off.

“Safety Laws” means all relevant safety-related laws and codes of practice, including the *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *Heavy Vehicle National Law Act 2012* (Qld), *Rail Safety National Law (Queensland) Act 2017* (Qld), and WHS Legislation, as amended.

“Serious Misconduct” has the meaning given to it in regulation 1.07 of the FW Regulations, as amended.

“Shift Worker” has the meaning given to it in clause 7.3 of this Agreement.

“Time and a Half” means the Employee’s Ordinary Hourly Rate multiplied by 150%.

“WHS” means Work Health and Safety.

“WHS Legislation” means the *Work Health and Safety Act 2011* (Qld) and *Work Health and Safety Regulation 2011* (Qld), as amended.

PART 2: APPLICATION AND OPERATION

2.1 Title

This Agreement will be known as the Protech LGCFR (Rail Package) Greenfields Agreement 2026–2030.

2.2 Parties Bound

In accordance with section 182(3) of the FW Act, this Agreement covers:

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

2.3 Scope and Application

- (a) This Agreement exclusively regulates the terms and conditions of employment of the Employees of the Employer. This Agreement will apply to works performed by Employees of the Employer on the Project in the State of Queensland who are engaged in the classifications set out in Schedule A.
- (b) For the avoidance of doubt, this Agreement will not apply to the following persons:
 - (i) administrative, supervisory, or managerial personnel, engineers, technicians, commissioning personnel, surveyors, security personnel, and traffic controllers;
 - (ii) all work conducted on the Project relating to utilities;
 - (iii) delivery or removal of goods, materials or equipment to or from the Project;
 - (iv) electrical tradespersons;
 - (v) installation, establishment, fit-out, connection, or commissioning of temporary buildings and facilities, including Project offices and amenities;
 - (vi) offsite manufacturing or fabrication of material or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, reinforcement cages, batch plants, other precast products and reinforcement fabrications;
 - (vii) warranty or defect liability work, including repairs or maintenance performed by or on behalf of the manufacturers and/or distributors of goods, materials or equipment provided to the Project; and
 - (viii) work on off-site infrastructure, whether associated with the Project or not.

2.4 Date and Period of Operation

- (a) This Agreement commences seven (7) days after approval by the FWC and will nominally expire four (4) years after its approval by the FWC.
- (b) This Agreement will continue to apply after its nominal expiry date and until it is either replaced by a new enterprise agreement or terminated by the FWC.

2.5 Purpose of Agreement

- (a) The purpose of the Agreement is to provide comprehensively the wages and conditions of employment for the work described within this Agreement.
- (b) While this Agreement operates, it will, to the extent permitted under the FW Act, apply to the exclusion of the Award and any other awards, orders, transitional instruments and enterprise agreements defined or described in the FW Act, except as provided by specific reference in this Agreement.
- (c) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.6 Severability

- (a) It is the intention of the Parties that this Agreement only contains permitted matters under the FW 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 FW 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.

2.7 No Extra Claims

The Parties intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.

2.8 Employer's Policies and Procedures

- (a) Employees must observe and comply with the Employer's policies and procedures as amended from time to time.
- (b) The Employer's policies and procedures are not incorporated by reference in this Agreement and do not create any legally enforceable rights for Employees.

PART 3: CONDITIONS OF EMPLOYMENT

3.1 Continuous Operations

- (a) The Parties recognise that construction activities on the Project present unique operational requirements that may require operations to continue without interruption.
- (b) Specifically, the Parties agree that continuous operations (24 hours a day, seven (7) days a week) and workflow may be maintained on the Project, including but not limited to the following areas of activity:
 - (i) critical concrete pours;
 - (ii) operations involving traffic safety management;
 - (iii) spoil removal and spoil haulage activities to stockpiles;
 - (iv) pumping and dewatering activities;
 - (v) work required to stabilise any excavation against collapse;
 - (vi) all work on or associated with the rail corridor (including track possessions);
 - (vii) work due to specific requirements (e.g., consideration of community and stakeholder matters);
 - (viii) installation of pre-cast elements; and
 - (ix) any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above.
- (c) The Parties agree that continuous operations in the areas listed above may continue during periods of Inclement Weather, provided compliance under relevant Safety Laws and the Employer's (and Clients') WHS policies and procedures is met.
- (d) Notwithstanding this clause, the Employer will endeavour to establish rosters that promote a culture of work-life balance and minimise fatigue-related risks in the workplace.

3.2 Individual Flexibility Arrangement

The Parties to the Agreement will be bound by the Flexibility Term in Schedule C.

3.3 Consultation

The Parties to the Agreement will be bound by the Consultation Term in Schedule D.

3.4 Contract of Employment

Employees will be employed on either a full-time, part-time, or casual basis. The Employer will inform each Employee of their employment status at the time of engagement.

3.4.1 Full-Time

A full-time Employee is an Employee engaged for a minimum average of 36 Ordinary Hours per week.

3.4.2 Part-Time

- (a) A part-time Employee is an Employee who works an average of less than 36 Ordinary Hours per week and has reasonably predictable hours of work.
- (b) For each Ordinary Hour worked, a part-time Employee will be paid no less than their Ordinary Hourly Rate for the relevant classification and pro rata entitlements for those hours.
- (c) Before commencing a period of part-time employment, the Employer and the Employee will agree in writing:
 - (i) that the Employee may work part-time;
 - (ii) the Ordinary Hours to be worked by the Employee, the days upon which the Ordinary Hours will be worked, and the commencing times for the work; and
 - (iii) the Employee's classification level and relevant Base Rate.
- (d) The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

3.4.3 Casual

- (a) A casual Employee is an Employee employed on an occasional basis with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b) When a person is engaged for casual employment, the Employee will be informed in writing of their engagement as a casual Employee, including the classification level and relevant pay rate (inclusive of casual loading).
- (c) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal/carer's leave, paid community service leave, notice of termination, redundancy benefits, and public holidays not worked.
- (d) On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of four (4) hours' work.
- (e) Casual Employees will be paid their Ordinary Hourly Rate plus a 25% casual loading for Ordinary Hours as provided for in this Agreement. The casual loading is paid as compensation for annual leave, paid personal/carer's leave, community service leave, notice of termination, redundancy benefits, and public holidays not worked, as contained in this Agreement.
- (f) A casual Employee will receive the following penalty rates under this Agreement:
 - (i) where the relevant penalty rate is Time and a Half, the Employee will be paid 175% of their Ordinary Hourly Rate, which includes the 25% casual loading.
 - (ii) where the relevant penalty rate is Double Time, the Employee will be paid 225% of their Ordinary Hourly Rate, which includes the 25% casual loading.

- (iii) where the relevant penalty rate is Double Time and a Half, the Employee will be paid 275% of their Ordinary Hourly Rate, which includes the 25% casual loading.
- (iv) where the relevant shift loading is 30%, the Employee will be paid their Ordinary Hourly Rate plus a 55% loading for Ordinary Hours, which includes the 25% casual loading.
- (v) where the relevant shift loading is 50%, the Employee will be paid their Ordinary Hourly Rate plus a 75% loading for Ordinary Hours, which includes the 25% casual loading.
- (g) A pathway for Employees to change from casual employment to full-time or part-time employment is provided for in the NES.

3.5 Probation Period

- (a) An Employee's employment will be subject to a probationary period of three (3) months from the date of commencement. During this period, the Employer will assess the Employee's suitability for the role.
- (b) An Employee's employment may be terminated at any time during the probationary period by either party giving one (1) week's written notice of termination or, at the Employer's sole discretion, payment in lieu of such notice.

3.6 Termination of Employment

- (a) Employment may be terminated by an Employee providing one (1) week's written notice or by the Employer by giving the following notice:

Period of Continuous Service	Notice required to be provided
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice set out above, an Employee over 45 years old at the time notice of termination is given who has completed at least two (2) years of Continuous Service with the Employer, will be entitled to one (1) additional week's notice.
- (c) The Employer does not need to give notice of termination to Employees who are engaged for a specified task(s), or on a casual basis.
- (d) Following the giving of notice of termination by either Party, the Employer may, at its absolute discretion, elect to pay the Employee the Full Rate of Pay for the remainder of the notice period in lieu of requiring the Employee to work it.
- (e) Where an Employee resigns without giving the required one (1) week's notice or gives notice but leaves before the end of the notice period, the Employer may deduct payment for the notice period (or that part of the notice period not worked) from any money owed by the Employer.

- (f) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an Employee's employment without notice for Serious Misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.
- (g) The Employer, at its discretion, may suspend an Employee with pay and require the Employee not to attend and/or perform work for a period determined by the Employer while an investigation is being conducted. During the period of suspension, the Employee will receive payment of their Ordinary Hourly Rate for the Ordinary Hours they would have worked if not suspended.

3.7 Dispute Prevention and Settlement Procedure

- (a) A major objective of this Agreement is to eliminate lost time and production arising out of disputes or grievances. To achieve this objective, the Parties agree that, in the first instance, they will try to resolve any disputes or grievances at the workplace level.
- (b) Any dispute in relation to a work-related, industrial matter or any matters arising out of the operation of the Agreement, incidental to the operation of the Agreement or the NES, will be dealt with according to the following procedure:
 - (i) a Party will first notify the other Party of the dispute.
 - (ii) once a Party has been notified of the dispute, the Parties must try to resolve the dispute at the workplace through discussions between the Employee(s) and the Employer's relevant supervisor.
 - (iii) if the dispute is not resolved through discussions with the supervisor, the Parties must then try to resolve the dispute at the workplace through discussion between the Employee(s) and more senior levels of management, as appropriate.
 - (iv) if the dispute remains unresolved following discussions with more senior levels of management, the Parties must then try to resolve the dispute at the workplace through discussion between the Employee(s) and a more senior level of management, as appropriate.
 - (v) should the dispute remain unresolved, and all the steps of this procedure have been exhausted, the dispute may be referred by a Party to the FWC. The FWC may deal with the dispute in two (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 arbitrate the dispute and make a determination that is binding on the Parties.
- (c) A Party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause. Where the Employee(s) wish to appoint a representative that is not a Party to this Agreement, then this must be communicated to the Employer in writing by the affected Employee(s). Access to the Employer's premises or site facilities must be authorised by the Employer.

- (d) For the avoidance of doubt, where a representative is a permit holder (as defined in the FW Act), a right of entry will need to be exercised in accordance with Part 3-4 of the FW Act to enter the Employer's premises.
- (e) This procedure will be followed by all Parties (and any representatives) in good faith and without unreasonable delay.
- (f) Subject to WHS Legislation, the circumstances that existed prior to the dispute, matter, grievance, or claim prevail, and work must continue as normal without detriment to any of the Parties while a dispute is being discussed or attempting to be resolved.

3.8 Employee Representative

- (a) For the purpose of this clause:
 - (i) **Employee Representative** means an Employee who has been appointed or elected in accordance with the Union's rules.
 - (ii) **Eligible Workers** means members and persons eligible to be members of the Union who work on the Project.
- (b) Before exercising entitlements under this clause, an Employee Representative must give the Employer written notice of their appointment or election as an Employee Representative. If requested, the Employee Representative must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- (c) An Employee who ceases to be an Employee Representative must give written notice to the Employer within 14 days.

3.8.1 Right of Representation and Communication

- (a) The Parties acknowledge that an Employee Representative has the right to represent the industrial interests of Eligible Workers who wish to be represented, in matters including:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining; and
 - (vi) any process or procedure in which Eligible Workers are entitled to be represented and which concerns their industrial interests.
- (b) An Employee Representative will be entitled to reasonable time to communicate with Eligible Workers in relation to their industrial interests, including during working hours or work breaks, or before or after work.
- (c) This clause does not require the Employer to provide an Employee Representative with access to electronic means of communication in a way that provides individual contact details for Eligible Workers.

3.8.2 Employee Representative Facilities

- (a) Subject to Client availability the Employer will make best efforts for an Employee Representative to have access to (or use of) the following facilities located on the Project site when acting in the capacity of the Employee Representative, including:
 - (i) access to a room or area to hold discussions that is fit for purpose, private and accessible by the Employee Representative and Eligible Workers;
 - (ii) electronic means of communication ordinarily used by the Employer to communicate with Eligible Employees on the Project, including access to Wi-Fi;
 - (iii) a lockable filing cabinet or other secure document storage area; and
 - (iv) office facilities and equipment, including printers, scanners and photocopiers.
- (b) Where accessible these resources will be available during the Employee Representative's working hours.

3.8.3 Employee Representative Training

- (a) An Employee Representative will be entitled to access five (5) days of paid training leave per calendar year (non-cumulative) to attend training related to representation of the industrial interests of Eligible Workers, subject to the following conditions:
 - (i) the Employee Representative must give the Employer not less than five (5) weeks' notice (unless the Employer and Employee Representative mutually 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;
 - (ii) upon request by the Employer, the Employee Representative must provide the Employer with an outline of the training content; and
 - (iii) upon request by the Employer, the Employee Representative must, within seven (7) days, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.
- (b) Subject to the Employee Representative complying with this clause, the Employee Representative will receive payment of their Full Rate of Pay when attending training under this clause.

3.8.4 Exercise of Entitlements

- (a) An Employee Representative's entitlements under clause 3.8 are subject to the conditions that the Employee Representative must, when exercising those entitlements:
 - (i) comply with the reasonable policies and procedures of the Employer, including codes of conduct and requirements in relation to WHS and use of ICT resources; and
 - (ii) not hinder, obstruct or prevent Eligible Workers from exercising their rights to freedom of association.
- (b) An Employee Representative must, other than in the reasonable exercise of the entitlements under this clause:

- (i) comply with their duties and obligations as an Employee;
 - (ii) perform productive work when not representing Eligible Workers on the Project (that is, they will not be a non-working Employee); and
 - (iii) not hinder, obstruct or prevent the normal performance of work.
- (c) Nothing in clause 3.8 requires an Eligible Worker to be represented by an Employee Representative without the Eligible Worker's agreement.

3.9 First Nations People

- (a) The Parties recognise the significance of the First Nations Peoples of the State of Queensland.
- (b) The Employer may, in accordance with Client site processes, make available to all Employees cultural awareness training as part of the Project induction process to ensure that all Employees are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.
- (c) A 'Welcome to Country' ceremony may be arranged with the Traditional Owners to demonstrate the Employer's commitment to the principles of social, restorative justice and cultural affirmation.

3.9.1 Cultural Leave

- (a) First Nation's Employees will be entitled to access five (5) days of paid cultural leave per calendar year (non-cumulative) to fulfil cultural responsibilities required by Aboriginal tradition or Island custom that are not acknowledged by other forms of leave, including:
 - (i) Sad News or Sorry Business;
 - (ii) attendance at NAIDOC activities;
 - (iii) participate in First Nations' ceremonies or events;
 - (iv) provide support to family or community members;
 - (v) engage in land management practices; or
 - (vi) other similar cultural matters.
- (b) An Employee taking cultural leave will be paid at their Ordinary Hourly Rate for the Ordinary Hours they would have worked during the period of absence.
- (c) The Employer must not unreasonably refuse an Employee's request to take paid cultural leave.

PART 4: WORKPLACE HEALTH AND SAFETY

4.1 Safety Commitment

- (a) The Parties will comply with all applicable obligations under relevant Safety Laws and the Employer's (and Client's) WHS policies and procedures, as amended from time to time.
- (b) All Employees are expected to contribute positively to the Project's safety culture, including by promptly reporting hazards, incidents and raising any safety concerns with the Employer.
- (c) No Employee will be required to work in an unsafe area or situation. An Employee may cease or refuse to carry out work if they have a reasonable concern that doing the work would expose them to a serious risk to their health or safety, arising from an immediate or imminent exposure to a hazard. In such circumstances, an Employee may be directed to perform other available work on the Project, provided it is safe to do so.

4.2 Health and Safety Committee

The Employer will abide by relevant WHS legislation including the establishment of Health and Safety Committees if required by legislation and recognition of Health and Safety Representatives.

4.2.1 Health and Safety Representatives

- (a) The Parties covered by this Agreement recognise the important role of Health and Safety Representatives (**HSRs**) in the early intervention and resolution of WHS issues.
- (b) When requested, HSRs and Deputy HSRs will be elected in accordance with WHS Legislation, for an agreed work group to which the Employee belongs.
- (c) Elected HSRs will receive training in accordance with WHS Legislation and will be paid their Full Rate of Pay when attending prescribed training under WHS Legislation.
- (d) HSRs will be allowed reasonable paid time during working hours to attend to WHS matters affecting workers they represent.

4.3 Alcohol and Other Drugs

- (a) The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and other drugs in the workplace. As part of this ongoing commitment, Employees will be required to participate in tests for alcohol and other drugs as directed by the Employer (or Client) during their employment.
- (b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Employer, and site safety rules, in relation to alcohol and other drugs.
- (c) Employees who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute Serious Misconduct) will be subject to disciplinary action up to and including termination of employment.

- (d) Employees who require assistance and support with alcohol and other drug issues will have access to the Employer's Employee Assistance Program or other similar support service.

4.4 Non-Smoking and Vaping

- (a) In the interests of WHS, smoking and vaping areas will be identified. Where an area is not designated as a smoking or vaping area, it will automatically be considered a non-smoking/vaping area.
- (b) Employees found smoking or vaping in non-smoking/vaping areas will be subject to disciplinary action.

4.5 Electronic Devices

- (a) The use of electronic devices such as mobile phones, music players, and similar items is restricted to meal and other breaks, except where such a device is required for the Employee's role or for an approved WHS purpose.
- (b) Employees must not take photographs or videos on the Project without prior written authorisation from the Employer.
- (c) Employees found to be utilising electronic devices or taking photographs/videos where not approved will be subject to disciplinary action.

4.6 Personal Protective Equipment

4.6.1 Clothing and Job-Related Equipment

- (a) The Employer will provide Full time Employees, upon commencement of employment, with the following personal protective equipment (**PPE**) as determined by the Employer:
 - (i) five (5) high-visibility long-sleeve shirts;
 - (ii) five (5) pairs of long trousers;
 - (iii) one (1) pair of approved safety footwear;
 - (iv) one (1) high visibility winter jacket or agreed equivalent for Employees engaged on the Project between 1 May and 30 September;
 - (v) safety helmet; and
 - (vi) eye protection or safety glasses that meet Australian Standards.
- (b) In addition, the Employer will provide, as required for specific work tasks, the following items of protective clothing, equipment and materials as determined by the Employer:
 - (i) hearing protection (e.g. earplugs or earmuffs);
 - (ii) safety gloves;
 - (iii) minimum factor 30+ protective sunscreen or, upon request by an Employee, a natural sunscreen alternative;

- (iv) prescription safety glasses or over-glasses, where approved by the Employer and compliant with Australian Standards;
 - (v) gumboots;
 - (vi) dust masks;
 - (vii) wet weather jackets; and
 - (viii) safety vests.
- (c) Items issued will be replaced on a fair wear and tear basis, provided the item is presented to the Employer for inspection upon request.
- (d) The type of winter jacket or other clothing or equipment provided will be determined by the Employer based on the nature of the work performed, to ensure suitability and safety.
- (e) Casual (or part-time) Employees are entitled to the same provisions as Full time Employees except for the following:
 - (i) three (3) high-visibility long-sleeve shirts upon commencement. After 12 weeks of service an additional two (2) high-visibility long-sleeve shirts will be provided.
 - (ii) three (3) pairs of long trousers upon commencement. After 12 weeks of service an additional two (2) pairs of long trousers will be provided.
- (f) Where items are supplied or made available by the Client to Employees the Employer is relieved of their obligation to provide the relevant clothing or protective equipment required by this Personal Protective Equipment clause. Where an Employee of the Employer supplies their own PPE (that satisfies the Employer it is of the required standard) the relevant PPE provided by this clause does not have to be provided by the Employer.
- (g) Where an Employee ceases employment with the Employer (for any reason) within 12 weeks of commencing all clothing and job-related equipment supplied by the Employer will be returned to the Employer.

4.6.2 Wearing of Personal Protective Equipment

- (a) Employees must wear all PPE and clothing as directed by the Employer and as required under relevant safety procedures, site rules, and induction processes.
- (b) PPE, including safety helmets, must be worn correctly and must not be altered, painted, drilled, or modified in any way. Unauthorised attachments or personalisation are not permitted.
- (c) The Employer may direct the wearing of additional or task-specific PPE, including respiratory protection, based on the assessed risks of the work being performed.
- (d) For safety reasons, Employees must be clean-shaven when performing any work that requires the use of a dust mask, respirator, or other tight-fitting respiratory protection.
- (e) Employees must present damaged or worn PPE for inspection upon request and must not use PPE that is defective or compromised in any way.

- (f) Non-compliance with PPE requirements may result in disciplinary action, up to and including termination of employment.

4.7 Inclement Weather

- (a) ***Inclement Weather*** means:
 - (i) 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); and
 - (ii) it is unreasonable or unsafe for Employees to continue working in those conditions.
- (b) The Employer and Employees will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so.
- (c) In order to improve this area of lost productivity, the following will apply to all Employees:
 - (i) Employees may be transferred to an area or site not affected by Inclement Weather if suitable work is available that is within the Employee's skill, competence and training. Where necessary, the Employer will provide transport;
 - (ii) non-productive time may be used for structured, relevant and meaningful training, skills enhancement or learning activities. Where this is not practicable, Employees will not be unnecessarily kept on site;
 - (iii) non-productive time may also be used for Project briefings, safe work procedure briefings, and discussion of major work activities;
 - (iv) operators of plant with enclosed cabins will continue working, subject to safe working procedures being followed;
 - (v) the Employer and Employees are committed to resuming work promptly following any cessation due to Inclement Weather;
 - (vi) the practice of 'one out all out' will not apply. Where only part of the Project is affected, unaffected Employees will continue working in accordance with this Agreement; and
 - (vii) all Employees, regardless of classification, must be available to clean up and dewater relevant work areas following Inclement Weather as directed by the Employer or Health and Safety Committee.
- (d) Where it is determined that an Employee is unable to perform work at any location due to Inclement Weather, a full-time or part-time Employee will be paid for Ordinary Hours lost at the Employee's Ordinary Hourly Rate, up to a maximum of 32 hours per calendar month (non-cumulative).
- (e) After four (4) hours from the commencement of the shift or four (4) hours after the cessation of work from Inclement Weather, the Employer may release Employees for the remainder of the day, if information indicates that Inclement Weather will continue.
- (f) Where the Employer does not require Employees to attend work due to Inclement Weather, the Employer will notify the Employees as soon as reasonably practicable, but

no later than the scheduled end of the previous day's shift. Where such notification is given, payment may be drawn from an Employee's entitlement contained in clause 4.7(d).

- (g) Where the maximum of 32 hours' pay in any calendar month is reached, and an Employee cannot resume work because of Inclement Weather, the Employer may stand down the Employee without pay until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave and/or RDOs during the stand down period.
- (h) In the case of Inclement Weather arising from high temperatures, the Parties acknowledge that the Clients relevant "Heat Management Plan" for the Project (as amended from time to time) is an appropriate, evidence-based, and peer-reviewed policy that will be used to manage heat-related hazards and risks on the Project.

4.7.1 Critical Work in Rain

- (a) The Parties accept that there may be occasions where critical work must be performed in rain. Critical work includes, but is not limited to, completion and protection of concrete pours, supply of material to the Project, spoil operations, critical shutdown activities, emergency work, scheduled track possessions, and any work required to ensure safety or environmental legal compliance.
- (b) Where an Employee is required by the Employer to perform critical work in rain, the following will apply:
 - (i) such work will be conducted subject to appropriate safety procedures being in place;
 - (ii) Employees will be provided with wet-weather clothing, as appropriate; and
 - (iii) Employees will be provided with safety equipment and respite to minimise the impact of work in the rain.
- (c) On completion of critical work in rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:
 - (i) Employees will be provided with additional dry clothing to allow ordinary work to continue following the completion of critical work in rain; or
 - (ii) with the approval of the relevant area superintendent, Employees who carry out critical work in rain and who get wet as a result may be allowed to go home when critical work is completed.
- (d) Where critical work in rain is performed, the Employee will be paid Double Time. For the avoidance of doubt, the Employee will be entitled to the greater of this penalty rate or any other applicable penalty rate under this Agreement, but not both.
- (e) Payment of Double Time when critical work in rain is performed will not apply to Employees working in dry situations, including but not limited to working in plant with enclosed cabins or working undercover.

PART 5: CLASSIFICATION STRUCTURE AND RATES OF PAY

5.1 Classification Structure and Rates of Pay

- (a) At the commencement of employment, each Employee will be appointed by the Employer to a classification level based on their skills, qualifications and experience, and having regard to the duties required to be performed on the Project. The classification structure is set out in Schedule A.
- (b) Employees will be multi-skilled and work in a completely flexible workplace, not only to increase productivity but also to provide Employees with more satisfying and challenging work and enhance their career growth opportunities. All Employees will be required to perform a diverse range of functions that are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.
- (c) The Base Rates for each classification level are prescribed in Schedule B. The Base Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities, special skills and/or special rates associated with, or likely to be associated with, the Project.
- (d) The Base Rates under this Agreement will be adjusted only in accordance with Schedule B. All Base Rate increases during the life of the Agreement will be made in accordance with Schedule B and will take effect from the first full pay period on or after the effective date.

5.2 Higher Duties

- (a) Where an Employee on any day is required to perform duties of a higher classification than the Employee's ordinary classification, the Employee will be paid at the higher Base Rate for the work so performed.
- (b) The Employee will be paid the higher Base Rate for the entire day or shift if the Employee is required to work at the higher classification for more than two (2) hours. Otherwise, the Employee will be paid at the higher Base Rate for the time so worked.
- (c) Following the completion of activities under the higher classification, the Employee will revert to the Base Rate that is applicable to their classification immediately prior to undertaking the higher duties.
- (d) Notwithstanding the above, Employees who are being trained to operate plant or equipment that would otherwise attract a higher Base Rate will not be paid at the higher Base Rate until they are assessed as being competent by the Employer, and there is a position available at the classification that attracts the higher Base Rate. This clause will be utilised by the Employer for the purposes of bona fide training and will not be used by the Employer to avoid payment to Employees at a classification which attracts a higher Base Rate. For clarity, any dispute arising in relation to this issue will be dealt with in accordance with clause 3.7 of this Agreement.

5.3 Traineeships and Apprenticeships

As part of its commitment to the long-term sustainability of the construction industry, the Employer may employ Trainees and Apprentices.

5.3.1 Traineeships

- (a) Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- (b) Trainees will be appointed to a classification level in accordance with Schedule A of this Agreement and paid in accordance with the following table:

Traineeship	Level of completion	Rate of pay
Certificate II	Less than 12 months	75% of the relevant Base Rate
	12 months or more, and satisfactory completion of required units of competency	80% of the relevant Base Rate
	On completion	100% of the relevant Base Rate
Certificate III	Less than 12 months	75% of the relevant Base Rate
	12 months but less than 24 months, and satisfactory completion of required units of competency	80% of the relevant Base Rate
	24 months or more, and satisfactory completion of required units of competency	90% of the relevant Base Rate
	On completion	100% of the relevant Base Rate

- (c) Where the Trainee was employed by the Employer immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.
- (d) Trainees may undergo recognition of prior learning (**RPL**) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

5.3.2 Apprenticeships

- (a) Apprentices engaged by the Employer will be paid the following proportion of the CW5 Base Rate contained in Schedule B of this Agreement.

Year of apprenticeship	Percentage of CW5 Base Rate
First Year of Apprenticeship	75%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

- (b) An Adult Apprentice, meaning an Employee who is 21 years of age or over at the time of signing the contract of training, will receive either the Apprentice rates contained in this clause or the CW3 Base Rate contained in Schedule B, whichever is higher.
- (c) No Apprentice under the age of 18 years will be required to work Overtime or shift work unless they choose to do so.

5.4 Payment of Wages

- (a) Employees will be paid weekly via electronic funds transfer into the bank account(s) nominated by the Employee.
- (b) Upon commencement of employment, Employees must provide the Employer with details of their nominated bank account(s) for the payment of wages.
- (c) If a scheduled pay date falls on a public holiday, payment may be made on the following working day.
- (d) In the event of an overpayment of wages made in error, the Employer may recover the amount by written agreement with the Employee. Repayment will occur over a mutually agreed period, not exceeding six (6) weeks, and must be completed while the Employee remains employed.
- (e) Employees must not unreasonably withhold agreement to the repayment of wage overpayments made in error.

PART 6: ALLOWANCES AND EMPLOYER CONTRIBUTIONS

6.1 Travel Allowance

- (a) An Employee will be paid a Flat Travel Allowance of \$40.00 for each day worked.
- (b) This allowance compensates Employees for, amongst other things, any travelling time and expenses associated with attending the Project, including but not limited to parking fees, mobilisation, and location-specific costs. No further entitlements will be payable to an Employee in respect of travel to or from the Project.
- (c) An Employee who is provided with a fully maintained work vehicle by the Employer for travel between their home and the Project will not be entitled to the Travel Allowance.
- (d) For clarity, the Travel Allowance is not payable on unworked public holidays, RDOs, or when on any other type of leave (whether paid or unpaid).

6.2 Project Legacy Payment

- (a) The Parties acknowledge the importance of the Project and its lasting contribution to the community. The Project Legacy Payment is to encourage Employees to remain with the Project and to recognise the value of their continued commitment to its successful delivery.
- (b) An Employee's entitlement to the Project Legacy Payment will accrue progressively for each completed week of work they perform on the Project, in accordance with the table below.

		Percentage (%) of accrued Project Legacy Payment paid on termination		
Period of Continuous Service on the Project (Service Period)	Maximum weekly Flat contribution in Service Period	Demobilisation	Resignation	Dismissal
0-6 months	\$125.00	100%	0%	0%
6-12 months	\$125.00	100%	20%	0%
12-24 months	\$200.00	100%	30%	0%
24-36 months	\$275.00	100%	40%	0%
36+ months	\$350.00	100%	50%	0%

Example 1: An Employee with 36 months' Continuous Service on the Project would accrue and be paid the following amounts on Demobilisation (less any amounts cashed out in accordance with this clause):

$$\text{Total entitlement} = (\$125 \times 26 \text{ weeks}) + (\$125 \times 26 \text{ weeks}) + (\$200 \times 52 \text{ weeks}) + (\$275 \times 52 \text{ weeks})$$

$$100\% = \$31,200$$

Example 2 and Example 3 below relate to casual Employees and how working hours may relate to the definition of 'Continuous Service'. The examples below are reflected by the requirements of subclauses (e) and (f)

Example 2

A casual Employee has been at the Project for 36 months' however has had 12 months equivalent approved unpaid leave during this time. Accordingly they have 24 months Continuous Service on the Project and would accrue and be paid the following amounts on Demobilisation (less any amounts cashed out in accordance with this clause):

$$\text{Total entitlement} = (\$125 \times 26 \text{ weeks}) + (\$125 \times 26 \text{ weeks}) + (\$200 \times 52 \text{ weeks})$$

100% = \$16,900

Example 3

A casual Employee has been at the Project for 12 months' however has only worked one (1) day a week for this period. The remaining four (4) days each week (of a working week Monday-Friday) are approved unpaid leave. There was 52 weeks in this 12-month period. The casual Employee has completed 52 days of work. This equates to 10.4 weeks (52/5: for a 5-day working week). The 10.4 weeks on the Project would accrue and be paid the following amounts on Demobilisation (less any amounts cashed out in accordance with this clause):

Total entitlement = (\$125 x 10.4)

100% = \$1,300

- (c) An Employee may submit a request to cash out a portion of their accrued Project Legacy Payment in November each year, subject to the following conditions:
 - (i) the amount requested must not exceed the amount the Employee would have received had they resigned on the date of the request;
 - (ii) any amount cashed out will be permanently deducted from the Employee's accrued Project Legacy Payment balance and any future entitlement;
 - (iii) if the Employee resigns within six (6) months of cashing out a portion of their Project Legacy Payment, their entitlement on termination will be reduced by the amount previously cashed out; and
 - (iv) payment will be made in the first full pay period commencing on or after 1 December and will be included in the Employee's usual pay cycle.
- (d) On cessation of employment on the Project, the Employee will be paid any accrued entitlement in accordance with this clause, less amounts previously cashed out. This payment will be included in the Employee's final pay.
- (e) Part-time and casual Employees will accrue weekly contributions on a pro rata basis.
- (f) For clarity, weekly contributions will be prorated for any period during which the Employee is absent without authorisation or is on any form of unpaid leave or unpaid authorised absence.
- (g) For the purpose of this clause, **Demobilisation** means the cessation of an Employee's involvement on the Project due to:
 - (i) termination of employment for reasons of redundancy;
 - (ii) permanent redeployment off the Project;
 - (iii) conclusion of a fixed-term contract that is not renewed; or
 - (iv) for a casual Employee, the Employer determines that the Employee will no longer be offered further engagements on the Project for reasons other than the Employee's conduct, capacity or performance.

6.3 Leading Hand Allowance

- (a) An Employee who is appointed by the Employer to supervise and direct other Employees will be paid an All-Purpose Leading Hand Allowance as set out below:

In charge of	Amount per hour
2-5 Employees	\$1.80
6-10 Employees	\$2.30
11+ Employees	\$3.20

- (b) Where the Employer no longer requires the Employee to perform the duties of a leading hand, the Employee will cease receiving this allowance.

6.4 First Aid Allowance

- (a) An Employee who holds a current first aid certificate and is appointed by the Employer as a first aider will be paid a Flat First Aid Allowance of \$4.50 for each day worked.
- (b) For clarity, the First Aid Allowance is not payable on unworked public holidays or when any other type of leave is taken (whether paid or unpaid).

6.5 Overtime Meal Allowance

- (a) An Employee will be paid a Flat Overtime Meal Allowance of \$25.00 in the following circumstances:
- (i) where the Employee is required to work more than two (2) hours of Overtime immediately following completion of the daily Ordinary Hours (including time worked for accrual purposes), Monday to Sunday; or
 - (ii) where the Employee is required to work more than eight (8) hours of Overtime on a Saturday or Sunday.

6.6 Tradesperson Allowance

- (a) An Employee engaged as a Tradesperson as classified in Schedule A of this Agreement will be paid an All-Purpose Tradesperson Allowance of \$3.30 per hour. This allowance is inclusive of a tool allowance.
- (b) The Employer may require an Employee to provide evidence of trade qualifications relevant to their classification to receive the Tradesperson Allowance.

6.7 Superannuation

- (a) The Employer will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation fund nominated by the Employee. Contributions will be calculated on the Employee's OTE.
- (b) The minimum Employer superannuation contribution will be the greater of \$270.00 per week or the statutory Superannuation Guarantee rate (currently 12% of OTE). The minimum weekly contribution will be prorated for part-time and casual Employees.

- (c) For clarity, the minimum Employer superannuation contribution of \$270.00 per week will be prorated for any period during which the Employee is absent without authorisation or is on any form of unpaid leave or unpaid authorised absence.
- (d) Where an Employee does not nominate a superannuation fund, the Employer will request the Employee's stapled fund details from the Australian Taxation Office before defaulting to Cbus Super (ABN 75 493 363 262).

6.8 Redundancy Contribution

- (a) Redundancy entitlements will be in accordance with the NES.
- (b) The Employer will make redundancy contributions on behalf of all full-time and part-time Employees into ACIRT, which is an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986* (Cth).
- (c) The Employer will make contributions into ACIRT on behalf of casual Employees who have worked a total of 12 weeks for the Employer. For clarity, breaks between casual engagements with the Employer do not count towards the length of time worked but do not reset the accumulation of worked time. Contributions will commence from the first full pay period following the Employee's completion of 12 weeks of worked time.
- (d) The Employer will contribute up to \$180.00 per week per eligible Employee. Redundancy contributions will accrue at a daily rate of \$36.00 for each day the Employee performs work or is on paid leave, up to a maximum of five (5) days per week. No redundancy accrual will apply on any day the Employee is absent without authorisation or is on any form of unpaid leave or unpaid authorised absence.
- (e) Contributions made to ACIRT on behalf of the Employee may be applied to and set off against all redundancy entitlements which are or may become owing to the Employee under this clause.

6.9 Income Protection

- (a) The Employer will take out and maintain income protection insurance (sickness and injury) for the Employees.
- (b) The benefit will be provided by Chifley Services Pty Ltd (ABN 14 630 582 857), or another provider as agreed between the Parties.
- (c) The cost to the Employer will not exceed \$57.61 per Employee per week at the commencement of this Agreement. The maximum weekly cost may be increased only by an amount equal to the percentage increase applied to the Base Rate set out in Schedule B, effective on each Base Rate adjustment date.

PART 7: HOURS OF WORK, OVERTIME AND ROSTERED DAYS OFF

7.1 Hours of Work

- (a) Except as provided elsewhere in this Agreement, the **Ordinary Hours of Work** will average 36 hours per week (averaged over a nominated work cycle of up to a maximum of 26 weeks), worked between 6:00 am and 6:00 pm, Monday to Friday. These hours may be varied by up to one (1) hour.
- (b) Ordinary Hours will be eight (8) hours in duration each day, of which 0.8 of one (1) hour of each day worked will accrue towards an RDO and 7.2 hours will be paid.
- (c) Start and finish times and locations will be structured to support productivity, equipment utilisation and maintenance windows. These may be varied by the Employer to suit Project needs, following consultation with affected Employees or by giving 48 hours' notice. A shorter period may apply in emergencies or cases of machinery breakdown.
- (d) Employees may be required to work reasonable Overtime as requested by the Employer, including on weekends and non-weekend days, to meet the Employer's Project delivery obligations.
- (e) Toolbox and pre-start meetings will generally be held before the commencement of each shift. Employees must be work-ready at the scheduled start of these meetings. These meetings will be paid at the Employee's Ordinary Hourly Rate and will count toward their Ordinary Hours.

7.2 Day Workers

- (a) A **Day Worker** is an Employee who works their Ordinary Hours between 6:00 am and 6:00 pm, Monday to Friday. These hours may be varied by up to one (1) hour.
- (b) For the avoidance of doubt, a Day Worker is not a Shift Worker unless working as part of a designated shift roster.

7.2.1 Weekdays

- (a) Day Workers will be paid their relevant Ordinary Hourly Rate and applicable allowances for Ordinary Hours worked on a weekday.
- (b) Overtime worked on a weekday will be paid at Time and a Half for the first two (2) hours and Double Time for all hours thereafter.

7.2.2 Weekends

- (a) All Ordinary Hours and Overtime worked by Day Workers on a Saturday will be paid at Time and a Half for the first two (2) hours and Double Time for all hours thereafter.
- (b) All Ordinary Hours and Overtime worked by Day Workers on a Sunday will be paid at Double Time.
- (c) A Day Worker required to work on a Saturday or Sunday will be paid a minimum of four (4) hours at the appropriate rate.

7.2.3 Meal and Rest Breaks

- (a) For each day where at least eight (8) Ordinary Hours are worked, Day Workers will take one (1) unpaid 30-minute meal break and one (1) paid 20-minute rest break.
- (b) The unpaid meal break will be taken within six (6) hours of commencement, and the paid 20-minute rest break will be taken at a time that suits the operational requirements of the Project.
- (c) Where a Day Worker is required to work Overtime for more than three (3) hours immediately following the completion of Ordinary Hours, the Employee will be allowed to take a paid 20-minute rest break. Subsequent paid 20-minute rest breaks are due every four (4) hours thereafter.
- (d) A Day Worker who works Overtime on a weekend will take a paid 20-minute rest break after the first four (4) hours of weekend Overtime, if the work is scheduled to continue after the rest break. If Overtime continues beyond a further four (4) hours, an additional paid 30-minute meal break will be provided. Subsequent paid 20-minute rest breaks are due every four (4) hours thereafter.
- (e) The timing of meal and rest breaks will be agreed between the Employer and the majority of affected Employees and may be staggered between Employees to ensure continuity of operations.
- (f) To allow timely completion of tasks, the Employer may defer a meal break by up to one (1) hour. Where a meal break is deferred beyond one (1) hour, the Employee will be paid Double Time for the excess time until the break is taken.

7.3 Shift Workers

- (a) A **Shift Worker** is an Employee who works outside, or partly outside, the span of Ordinary Hours of at least five (5) consecutive rostered shifts on either Day Shift, Night Shift, or Afternoon Shift.
- (b) For the avoidance of doubt, any absences due to Inclement Weather, refusal of a casual assignment, RDOs, or any form of leave will not constitute a break in the continuity of consecutive shifts where the employee was otherwise rostered to work.

7.3.1 Weekdays

- (a) Shift Workers will be paid the following rates for Ordinary Hours worked on a weekday:
 - (i) Day Shift – Ordinary Hourly Rate.
 - (ii) Afternoon Shift – Ordinary Hourly Rate plus 30% of the Ordinary Hourly Rate.
 - (iii) Night Shift – Ordinary Hourly Rate plus 50% of the Ordinary Hourly Rate.
- (b) Overtime worked on a weekday will be paid at Double Time for all hours. Where an Employee is engaged on shift work and the shift roster includes a regular Overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.
- (c) Under no circumstances will an Employee be entitled to both shift loadings and Overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading or the applicable Overtime rate under this Agreement (whichever is higher), but not both.

7.3.2 Weekends

- (a) All Ordinary Hours and Overtime worked by Shift Workers on a Saturday or Sunday will be paid at Double Time.
- (b) A Shift Worker required to work on a Saturday or Sunday will be paid a minimum of four (4) hours at the appropriate rate.

7.3.3 Meal and Rest Breaks

- (a) For each shift worked, Shift Workers will take one (1) paid 30-minute meal break and one (1) paid 20-minute rest break.
- (b) The paid meal break will be taken within six (6) hours of commencement, and the paid 20-minute rest break will be taken at a time that suits the operational requirements of the Project.
- (c) The timing of meal and rest breaks will be agreed between the Employer and the majority of affected Employees and may be staggered between Employees to ensure continuity of operations.
- (d) To allow timely completion of tasks, the Employer may defer a meal break by up to one (1) hour. Where a meal break is deferred beyond one (1) hour, the Employee will be paid Double Time for the excess time until the meal break is taken.

7.3.4 Notice to Commence Shift Work

The Employer will give affected Employees at least 48 hours' notice before requiring them to commence shift work. Except in emergencies or cases of machinery breakdown, the Employer will provide 48 hours' notice of any variation to an Employee's shift roster.

7.3.5 Broken Shifts

- (a) Where an Employee is given less than 48 hours' notice to commence shift work and the shift pattern is less than five (5) continuous rostered shifts, the Employee will be working a **Broken Shift**.
- (b) An Employee working a Broken Shift will not be considered a Shift Worker.
- (c) Where an Employee works a Broken Shift, they will be paid Time and a Half for the first two (2) hours and Double Time for all hours worked thereafter.

7.4 Recall

- (a) An Employee recalled to work Overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of four (4) hours' work at the appropriate rate for each time the Employee is recalled.
- (b) Except in unforeseen circumstances, an Employee recalled under this clause will not be required to work the full four (4) hours if the task is completed within a shorter period.
- (c) An Employee recalled under this clause will be paid the applicable Overtime rate and receive an additional Travel Allowance for that day.

7.5 Rest Period After Overtime

- (a) An Employee who works Overtime between the end of one (1) shift and the beginning of the next, without at least 10 consecutive hours off duty, will be released from duty until they have had 10 consecutive hours off duty. No loss of Ordinary Hours will apply for time missed during this absence.
- (b) If, at the direction of the Employer, an Employee continues or resumes work without 10 consecutive hours off duty, the Employee will be paid at Double Time until they are released for a 10-hour rest break.
- (c) For Shift Workers, eight (8) hours may be substituted for 10 hours in the following cases:
 - (i) to change shift rosters;
 - (ii) where a Day Worker or Shift Worker replaces a Shift Worker who fails to report for duty; or
 - (iii) where the shift is worked by arrangement between the Employer and Employee.

7.6 Cancellation of Weekend Overtime

- (a) The Employer may cancel planned weekend Overtime for any reason, including, but not limited to, weather events, plant failure, or material delays. The Employer will notify Employees of cancellation as soon as reasonably practicable, but no later than the scheduled end of the previous day's shift.
- (b) Where an Employee is unable to attend planned weekend Overtime, they must notify the Employer by the scheduled end of the previous day's shift. Reasonable consideration will be given in cases of exceptional circumstances causing late notification.

7.7 Work Throughs

- (a) A **Work Through** occurs where Employees are directed at the start of their shift to continue working through their normal scheduled meal breaks to keep equipment or plant operating.
- (b) Employees directed to Work Through will be entitled to a reasonable break at the work location, generally a minimum of 20 minutes, to refresh themselves.
- (c) Employees completing a Work Through under this clause will receive an additional one (1) hour's pay at Double Time for every four (4) hour block worked after the scheduled meal break. This is in lieu of taking their break in the crib room/amenities and does not apply where the meal break is rescheduled in accordance with this Agreement.

7.8 Rostered Days Off

- (a) For each day or shift where eight (8) Ordinary Hours are worked, 0.8 of an hour's pay will accrue towards an RDO.
- (b) RDOs do not accrue during periods of unpaid leave, unauthorised absence, or while taking an RDO.
- (c) Part-time and casual Employees will accrue pro rata entitlements to an RDO in accordance with this clause.

- (d) It is the intention of this Agreement that there will be six (6) scheduled RDOs observed for each year of this Agreement. The scheduled RDOs will generally be taken in accordance with the indicative RDO calendars contained in Schedule E, subject to the following:
 - (i) scheduled RDOs are relevant only to the Employees;
 - (ii) where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave;
 - (iii) the Employer may adjust scheduled RDOs during the life of the Project to meet operational needs;
 - (iv) the Employer and the majority of affected Employees may agree to move a scheduled RDO when such entitlement falls due;
 - (v) unless otherwise stated by the Employer, a shift that is rostered to conclude on a scheduled RDO will be taken as the RDO. Any subsequent shift that commences on the same scheduled RDO will not be taken as the RDO; and
 - (vi) in the event that there is a requirement for work to be carried out on a scheduled RDO, the Employer will, in advance of this requirement, notify and consult with affected Employees to perform this work. Consent will not be unreasonably withheld by an affected Employee. The Employer will not be required to pay Overtime rates for any RDO worked in these circumstances.
- (e) On termination of employment, the Employer will pay the Employee for any accrued but untaken RDOs at the Employee's Ordinary Hourly Rate.

7.8.1 Cashing Out RDOs

The Employer may, at its discretion, agree to an Employee's request to cash out a portion of accrued RDOs at the Employee's Ordinary Hourly Rate, provided that:

- (a) the agreement is recorded in writing using the Employer's prescribed form; and
- (b) the Employee retains a minimum balance of six (6) accrued RDOs after the cash out.

7.8.2 Excessive RDO Accrual

- (a) The Employer is committed to encouraging Employees to take their accrued RDOs regularly throughout the Project to maintain a satisfactory work/life balance.
- (b) Where an Employee's RDO accrual exceeds 26 days, the Employer will consult with the Employee with a view to agreeing on a plan to reduce the excessive accrual.
- (c) If, after genuine consultation, agreement is not reached, the Employer may, by written notice, direct the Employee to take one (1) or more RDOs, provided that:
 - (i) the direction will not reduce the Employee's remaining RDO balance below 13 days; and
 - (ii) the period of RDOs will commence no sooner than two (2) weeks after the notice is given, unless otherwise agreed by the Employee.

PART 8: LEAVE ENTITLEMENTS

8.1 Annual Leave

- (a) Employees are entitled to annual leave in accordance with the NES.
- (b) An Employee (other than a casual Employee) will accrue up to four (4) weeks of paid annual leave for each 12 months of Continuous Service with the Employer. Annual leave accrues progressively during a year of service based on the Employee's Ordinary Hours of Work.
- (c) An Employee working as a Continuous Shiftworker as defined in this Agreement will be entitled to accrue an additional one (1) week of annual leave for each 12 months of Continuous Service with the Employer.
- (d) When taking annual leave, an Employee will be paid their Ordinary Hourly Rate for the Ordinary Hours of Work in the period of annual leave, plus a loading of 17.5% in compensation for the lost opportunity of Overtime.
- (e) An Employee who would have received shift loadings under this Agreement had they not been on annual leave will forgo the 17.5% loading provided for in this clause and instead be paid the applicable shift loading, where it results in a greater benefit.
- (f) On termination of employment, an Employee will be paid for any accrued but untaken annual leave, including the applicable 17.5% loading. For the avoidance of doubt, clause 8.1(e) will not apply to annual leave paid out on termination.
- (g) Unless otherwise agreed, Employees must provide the Employer with at least one (1) month's notice prior to the commencement of annual leave. Annual leave may be taken in any combination of days or weeks as agreed between the Employer and the Employee.
- (h) Employees on annual leave will be paid in accordance with the normal pay cycle, unless alternative arrangements are agreed in advance.
- (i) Where an Employee has exhausted their annual leave balance, leave without pay may be approved at the sole discretion of the Employer. No entitlements will accrue during periods of unpaid leave.

8.1.1 Cashing Out Annual Leave

The Employer may agree to an Employee's request to cash out a portion of accrued annual leave, provided that:

- (a) annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than four (4) weeks;
- (b) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Employer and the Employee, using the Employer's prescribed form; and
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the annual leave that the Employee has forgone.

8.1.2 Excessive Annual Leave Accrual

- (a) Where an Employee's annual leave accrual exceeds eight (8) weeks (or 10 weeks for Employees who are Continuous Shiftworkers), the Employer will consult with the Employee with a view to agreeing on a plan to reduce the excessive accrual.
- (b) If, after genuine consultation, agreement is not reached, the Employer may, by written notice, direct the Employee to take one (1) or more periods of annual leave, provided that:
 - (i) the direction will not reduce the Employee's remaining annual leave balance below six (6) weeks;
 - (ii) each period of annual leave is at least one (1) week in duration;
 - (iii) the period of annual leave will commence no sooner than eight (8) weeks, and no later than 12 months, after the notice is given; and
 - (iv) the direction is not inconsistent with any leave arrangement agreed by the Employer and Employee.

8.1.3 Christmas/New Year Shutdown

- (a) The Employer may require all or a majority of Employees to take annual leave and/or RDOs during a temporary shutdown of the Project over the Christmas and New Year period, for one (1) or more weeks.
- (b) The Employer will provide affected Employees with at least one (1) month's notice of the shutdown.
- (c) Employees are expected to maintain sufficient accrued annual leave and/or RDOs to cover the shutdown period. Where an Employee does not have sufficient accruals, the Employee may be required to take a period of leave without pay, or a combination of annual leave, RDOs and unpaid leave.
- (d) Having regard to the nature of the Project, the Parties acknowledge there may be a requirement for Employees to work over the shutdown period.

8.2 Personal/Carer's Leave

- (a) Employees are entitled to personal/carers' leave in accordance with the NES.
- (b) An Employee (other than a casual Employee) will accrue up to 10 days of paid personal/carers' leave for each completed year of Continuous Service. Personal/carers' leave accrues progressively during a year of service based on the Employee's Ordinary Hours of Work.
- (c) Personal/carers' leave is not payable to an Employee when the Employee is receiving workers' compensation payments.
- (d) An Employee taking personal/carers' leave will be paid at their Ordinary Hourly Rate for the Ordinary Hours they would have worked during the period of absence. An Employee is not entitled to payment for personal/carers' leave for more Ordinary Hours than the Employee would otherwise have worked on the relevant day.
- (e) To be paid personal/carers' leave, an Employee must:
 - (i) have sufficient accrued personal/carers' leave;

- (ii) notify the Employer as soon as reasonably practicable of the absence and, if possible, advise of the expected duration of the absence; and
- (iii) on each occasion, provide evidence that would satisfy a reasonable person of the Employee's entitlement to take personal/carer's leave upon request by the Employer.

8.2.1 Unpaid Carer's Leave

- (a) All Employees are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave.
- (b) The Employer will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.
- (c) The Employee will provide notice to the Employer as soon as reasonably practicable. The Employer may require an Employee to provide to the Employer, in accordance with the FW Act, evidence confirming the need to take unpaid carer's leave.

8.3 Compassionate Leave

- (a) Employees are entitled to compassionate leave in accordance with the NES.
- (b) An Employee (other than a casual Employee) will be entitled to two (2) days of paid compassionate leave when:
 - (i) a member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies;
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (c) A casual Employee will be entitled to two (2) days of unpaid compassionate leave for each occasion.
- (d) The Employee will provide notice of the circumstances to the Employer as soon as reasonably practicable.
- (e) The Employer may require an Employee to provide to the Employer, in accordance with the FW Act, documentary evidence confirming the need to take compassionate leave.
- (f) The Employer, at its sole discretion, may grant up to 10 working days of unpaid compassionate leave in accordance with this clause.

8.4 Parental Leave

Employees are entitled to parental leave in accordance with the NES.

8.5 Community Service and Jury Service Leave

- (a) Employees are entitled to community service leave in accordance with the NES.
- (b) An Employee called for jury service during Ordinary Hours will be reimbursed by the Employer by an amount equal to the difference between the amount paid by the Court and the amount of Ordinary Hourly Rate earnings the Employee would have received for the Ordinary Hours expended at the Court, for a maximum of 10 days. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.
- (c) 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 with proof of their attendance and the duration of such attendance.

8.6 Long Service Leave

- (a) Employees are entitled to long service leave in accordance with applicable State legislation.
- (b) The Employer will ensure that any registration necessary for recognised Portable Long Service Leave Schemes will be undertaken.

8.7 Family and Domestic Violence Leave

- (a) Employees are entitled to family and domestic violence leave in accordance with the NES.
- (b) All Employees are entitled to 10 days of paid leave to deal with family and domestic violence as follows:
 - (i) the leave is available in full at the start of each 12-month period of the Employee's employment;
 - (ii) the leave does not accumulate from year to year; and
 - (iii) the leave is available in full to full-time, part-time and casual Employees.
- (c) An Employee will receive their Full Rate of Pay when accessing paid family and domestic violence leave.
- (d) The Employer and Employee may agree that the Employee can take additional unpaid leave to deal with family and domestic violence, should the Employee exceed the 10 paid days.

8.8 Public Holidays

- (a) Employees are entitled to public holiday entitlements in accordance with the NES.
- (b) Employees are entitled to be absent from work on the following public holidays without loss of pay:
 - (i) New Year's Day
 - (ii) Australia Day
 - (x) King's Birthday
 - (xi) Christmas Eve (from 6.00 pm)

- | | | | |
|--------|-----------------|--------|--|
| (iii) | Good Friday | (xii) | Christmas Day |
| (iv) | Easter Saturday | (xiii) | Boxing Day |
| (v) | Easter Sunday | (xiv) | any other day, or part-day,
declared or prescribed under a
law of the State of Queensland
as a public holiday, other than a
day or part-day excluded from
being a public holiday under the
FW Regulations. |
| (vi) | Easter Monday | | |
| (vii) | Anzac Day | | |
| (viii) | Labour Day | | |
| (ix) | Show Holiday | | |
- (c) Employees who perform work on a public holiday at the Employer's request will be paid Double Time and a Half for all time worked. This payment is in lieu of any applicable shift loadings.
- (d) Employees who perform work on a public holiday at the Employer's request will be afforded a minimum of four (4) hours' work or be paid for four (4) hours at the applicable rate.
- (e) The Employer and an Employee may agree to substitute a public holiday for another day. The provisions of this clause will apply to the substituted day.
- (f) An Employee absent from work on a day that is a public holiday will be paid their Ordinary Hourly Rate for their Ordinary Hours of Work. For the avoidance of doubt, if the Employee does not have Ordinary Hours of Work on the public holiday, the Employee is not entitled to payment under this clause.

8.8.1 Shift Worker Public Holiday Arrangements

- (a) A shift that is rostered to conclude on a public holiday will be deemed to be a public holiday for its entire duration and paid at the public holiday rate.
- (b) Where a shift commencing on a public holiday is immediately preceded by a shift to which subclause 8.8.1(a) applies, the shift commencing on the public holiday will not be deemed to be a public holiday. Hours worked on that shift will be paid at the applicable rate, including any shift loadings under this Agreement.
- (c) A Shift Worker who is not required to work a shift described in subclause 8.8.1(a) will be paid their Ordinary Hourly Rate for their Ordinary Hours of Work.

Example 1: *A public holiday falls on a Monday. Employees rostered to work shift work commence on the Sunday evening (the day before the public holiday) and are rostered to conclude on the Monday morning (the public holiday). Those Employees are paid public holiday rates for the entire Sunday shift (e.g., 6:00 pm Sunday to 5:00 am Monday). The subsequent Monday shift is not treated as a public holiday and is paid at the relevant rate, including any shift loadings under this Agreement.*

Example 2: *A public holiday falls on a Monday. Employees rostered to work Sunday evening (the day before the public holiday) take the shift as an unworked public holiday and are paid their Ordinary Hourly Rate for their Ordinary Hours of Work. The subsequent Monday shift is not treated as a public holiday and is paid at the relevant rate, including any shift loadings under this Agreement.*

PART 9: SIGNATORIES

Signed on behalf of Employer:

Full Name:

BEN FITZSIMMONS

Address:

LEVEL 1, BUILDING 14, 2728 LOGAN RD, EIGHT MILE PLAINS, QLD 4113

Position:

CHIEF OPERATIONS OFFICER

(basis of authority to sign)

Signature:



Date:

13/08/2026

Signed on behalf of the Australian Workers' Union – Queensland Branch:

Full Name:

Stacey Lee Schinnerl

Address:

Level 13, 333 Adelaide Street, Brisbane City, Qld 4000

Position:

Queensland Branch Secretary

(basis of authority to sign)

Signature:



Date:

18/8/26

SCHEDULE A CLASSIFICATION STRUCTURE

The Civil Worker (**CW**) classification structure for Employees covered by this Agreement is set out below.

Classification	Description
New Entrant	• An Employee with less than 12 months' experience in a classification contained in this Agreement
CW1	• General Labourer • Plate Compactor Operator – Hand-Controlled • Roller Operator – Hand-Controlled
CW2	• Heavy Plant Spotter • Skilled General Labourer • Storeperson • Yardperson
CW3	• Basic Rigging • Basic Scaffolding • Concrete Worker (unqualified) • Dogging • Formworker (unqualified and less than 12 months' experience) • Pipe Laying • Steelfixer (unqualified) • Plant Operator – operator of one (1) or more plant and equipment, including: – Articulated Truck – On-Site – Backhoe – Elevated Work Platform – Scissor, Boom and Hoist – Excavator (machine weight up to and including 8 t) – Forklift – Mobile Crane (lifting capacity up to and including 25 t) – Slewing and Non-Slewing – Roller – Skid Steer Loader – Telescopic Handler – Vehicle Loading Crane
CW4	• Concrete Worker (qualified – CPC30320 or equivalent) • Formworker (unqualified and more than 12 months' experience) • Intermediate Rigging • Intermediate Scaffolding • Steelfixer (qualified – CPC31120 or equivalent) • Experienced Plant Operator – operator of one (1) or more plant and equipment, including: – Concrete Boom Pump – Crawler Tractor (up to and including 180kW or CAT D7 and below) – Excavator (machine weight greater than 8 t and up to 21 t) – Front-End Loader – Mobile Crane (lifting capacity greater than 25 t and up to 60 t) – Scraper – Soil Compactor – Truck (Heavy Rigid) – On-Site – Watercart
CW5	• Advanced Rigging • Advanced Scaffolding • Formworker (qualified) • Tradesperson (qualified)

Classification	Description
	• Advanced Plant Operator – operator of one (1) or more plant and equipment, including: – Bridge and Gantry Crane – Crawler Tractor (greater than 180kW or CAT D8 and above) – Excavator (machine weight greater than 21 t) – Grader – Mobile Crane (lifting capacity greater than 60 t but less than 100 t) – Slipform Machine
CW6	• Specialist Plant Operator – as appointed by the Employer and operator of one (1) or more plant and equipment, including: – Advanced Grader – Batchplant – On-Site – Mobile Crane (lifting capacity greater than or equal to 100 t) – Pugmill – On-Site – Road Base Paver

SCHEDULE B BASE RATES OF PAY AND ALLOWANCES

The Base Rates of pay for each classification in Schedule A are set out below.

The Base Rates will increase from the first full pay period commencing on or after the dates specified.

Classification	Base Rates (Hourly)			
	From Commencement	+4.0%	+4.0%	+4.0%
		From 1/07/2027	From 1/07/2028	From 1/07/2029
New Entrant	\$38.41	\$39.95	\$41.54	\$43.20
CW1	\$41.95	\$43.63	\$45.38	\$47.19
CW2	\$44.48	\$46.25	\$48.10	\$50.03
CW3	\$45.99	\$47.83	\$49.74	\$51.73
CW4	\$48.52	\$50.46	\$52.48	\$54.58
CW5	\$50.54	\$52.56	\$54.67	\$56.85
CW6	\$53.07	\$55.19	\$57.40	\$59.69

A summary of the allowances and Employer contributions under this Agreement is provided below. For full details of each allowance and contribution, see Part 6 of this Agreement.

These amounts will remain fixed for the duration of the Agreement, except where this Agreement expressly provides otherwise.

Allowance/contribution	Amount	Frequency	Type
Travel Allowance	\$40.00	Daily (worked)	Flat
Project Legacy Payment:		Weekly	Flat
0-12 months Continuous Service	\$125.00		
12-24 months Continuous Service	\$200.00		
24-36 months Continuous Service	\$275.00		
36+ months Continuous Service	\$350.00		
Leading Hand Allowance:		Hourly	All-Purpose
In charge of 2-5 Employees	\$1.80		
In charge of 6-10 Employees	\$2.30		
In charge of 11+ Employees	\$3.20		
First Aid Allowance	\$4.50	Daily (worked)	Flat
Overtime Meal Allowance	\$25.00	-	Flat
Tradesperson Allowance	\$3.30	Hourly	All-Purpose
Superannuation	12% on OTE or \$270.00	Weekly	Flat
Redundancy Contribution	\$180.00	Weekly	Flat
Income Protection	\$57.61	Weekly	Flat
Shift Loadings:		Hourly	Flat
Day Shift	Ordinary Hourly Rate		
Afternoon Shift	Ordinary Hourly Rate + 30%		
Night Shift	Ordinary Hourly Rate + 50%		

SCHEDULE C FLEXIBILITY TERM

- (1) An Employer and Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if:
 - (a) The arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) arrangements that deal with the taking of rest breaks; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a) above; and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (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.
 - (f) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (g) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing – at any time.

SCHEDULE D CONSULTATION TERM

- (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

- (2) For a major change referred to in paragraph (1)(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (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) For a change referred to in paragraph (1)(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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).
- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

SCHEDULE E**INDICATIVE RDO CALENDARS**

2026 LGCFR RDO and Queensland Public Holidays Calendar

LGCFR RDO

Public Holidays (Qld)

School Holidays (Qld)

January 2026

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2026

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2026

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2026

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2026

M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2026

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2026

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2026

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2026

M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2026

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2026

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2026

M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2027 LGCFR RDO and Queensland Public Holidays Calendar

 LGCFR RDO

 Public Holidays (Qld)

 School Holidays (Qld)

January 2027						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2027						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2027						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2027						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2027						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2027						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2027						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2027						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2027						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2027						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2027						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2027						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2028 LGCFR RDO and Queensland Public Holidays Calendar

 LGCFR RDO

 Public Holidays (Qld)

 School Holidays (Qld)

January 2028						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2028						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 2028						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2028						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2028						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2028						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2028						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2028						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2028						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2028						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2028						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2028						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2029 LGCFR RDO and Queensland Public Holidays Calendar

 LGCFR RDO

 Public Holidays (Qld)

 School Holidays (Qld)

January 2029						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2029						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2029						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2029						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2029						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2029						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2029						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2029						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2029						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2029						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2029						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2029						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						