



# DECISION

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

**John Holland Pty Ltd**  
(AG2019/5002)

## PRW AGREEMENT 2019

Rail industry

COMMISSIONER WILLIAMS

PERTH, 20 FEBRUARY 2020

*Application for approval of the PRW Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *PRW Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by John Holland Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 February 2020. The nominal expiry date of the Agreement is 19 February 2023.



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**PRW AGREEMENT 2019**

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## 1. SCOPE AND APPLICATION OF THE AGREEMENT

- 1.1 This Agreement is made under the Fair Work Act 2009 (Cth) and those bound by this Agreement are:
- 1.1.1 John Holland Pty Ltd ABN: (11 004 282 268); and
  - 1.1.2 all Employees who are employed by John Holland Pty Ltd who carry out Rail-related works in the Pilbara region of WA, including the provision of New Construction, Maintenance, Amplification, Refurbishment and Upgrades, for which classifications and/or rates of pay are prescribed by this Agreement.
- 1.2 Any Enterprise Agreement made by the Company in a respect of a particular project/site within the meaning of Part 2-4 of the Fair Work Act (either with employees covered by this Agreement or with a union as a Greenfields agreement) and which is approved by the FWC, will at the time it is approved by the FWC cover the Company and any employees at that particular project/site to the exclusion of this Agreement.

## 2. DEFINITIONS

“**Afternoon Shift**” means a shift commencing on or after 12 midday and before 6pm.

“**Agreement**” means this *PRW Agreement 2019*.

“**Apprentice**” means a person defined as an Apprentice by the *Vocational Education and Training Act 1996 (WA)*.

“**Certificate**” means any certificate provided by a Registered Training Organisation.

“**Commencement date**” means the seventh day after the Agreement has been formally approved by the Fair Work Commission.

“**Company**” means John Holland Pty Ltd ABN: (11 004 282 268).

“**Continuous shift worker**” means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts, and who regularly works on Sundays and public holidays.

“**Day Shift**” means a shift starting at or after 6am and before 12pm.

“**Day Worker**” means an Employee engaged to work Ordinary Hours in accordance with Clause 23.

“**Distant Worker**” means an Employee who is engaged, selected or advised by the Company to proceed to the work site to perform duties under their contract of employment and the Employee does so such that the Employee cannot return to their Usual Place of Residence.

“**Early morning shifts**” is a shift where employees’ ordinary hours are rostered to start at or after four (4) AM but before five (5) AM.

“**Employee**” means any employee of the Company whose employment is covered by the terms of this Agreement.

“**FWC**” means the Fair Work Commission.

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

“**Greenfield Agreement**” means an Enterprise Agreement defined as a greenfields agreement under, and made in accordance with, the FW Act.

“**NES**” means the National Employment Standards.

“**Night Shift**” means a shift starting at or after 6pm and before 4am.

“**WHS**” means Workplace Health and Safety.

“**Ordinary Hours**” means the Employee’s ordinary hours of work in accordance with Clause 23 or 25 as applicable.

“**Project Manager**” means the person appointed by the Company as a Project Manager.

“**Relevant Employee**” means the Employees who may be affected by a change referred to in Clause 9.1.

“**Point of Hire**” means the airport or depot to which the Employee will be transported to and from for R&R purposes.

“**R&R**” means rest and recreation leave.

“**Temporary Accommodation**” means accommodation provided by the Company for a Distant Worker.

“**Trainee**” means a person defined as a trainee by the *Vocational Education and Training Act 1996* (WA).

“**Usual Place of Residence**” means the Employee’s place of residence at which they would usually reside.

“**Wage Rate**” means the Employee’s basic hourly rate of pay as set out in Clause 13 of this Agreement.

### 3. DATE OF OPERATION AND NOMINAL EXPIRY DATE

- 3.1 This Agreement will operate on and from the seventh day after approval by the FWC and shall have a nominal expiry date of three (3) years after the date of approval by the FWC.
- 3.2 This Agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the FW Act.

#### **4. PRECEDENCE OF NES**

- 4.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

#### **5. OBJECTIVES OF AGREEMENT**

- 5.1 The fundamental objective of this Agreement is to create a framework consistent with the intent of the persons covered to each of the following goals:
- 5.1.1 To establish an agreed minimum set of conditions of employment;
  - 5.1.2 To safely, efficiently and productively complete quality works ahead of the program timeframe and on or under budget;
  - 5.1.3 To respect and care for the environment in which the work is performed; and
  - 5.1.4 To avoid industrial action by following at all times the agreed disputes resolution procedures, so as to develop a collaborative and dispute-free work site culture.

#### **6. NO EXTRA CLAIMS**

- 6.1 The Employees bound by this Agreement intend and agree that this Agreement is in settlement of all bargaining and other claims for the life of the Agreement. Employees must not, and ensure that their representatives do not, make extra claims or organise, threaten or take industrial action in support of any claims while this Agreement is in operation.

#### **7. WORKPLACE FLEXIBILITY**

- 7.1 Workplace flexibility is a condition of employment. Employees shall be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skill and competence as determined by the Company. There shall be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.
- 7.2 The Company may direct the Employee, and the Employee will be obliged, to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.
- 7.3 Employees may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.
- 7.4 The Company may engage contractors or labour hire workers at its complete discretion.

#### **8. INDIVIDUAL FLEXIBILITY TERM**

- 8.1 The Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 8.1.1 the Agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
  - (v) leave loading
- 8.1.2 the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in Subclause 8.1.1; and
- 8.1.3 the arrangement is genuinely agreed to by the Company and Employee.
- 8.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 8.2.1 are about permitted matters under section 172 of the FW Act; and
  - 8.2.2 are not unlawful terms under section 194 of the FW Act; and
  - 8.2.3 result in the Employee being better off overall at the time the agreement is made than the employee would be if no arrangement was made.
- 8.3 The Company must ensure that the individual flexibility arrangement:
- 8.3.1 is in writing; and
  - 8.3.2 includes the name of the Company and Employee; and
  - 8.3.3 is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - 8.3.4 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
    - (iv) states the day on which the arrangement commences.
- 8.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Company or Employee may terminate the individual flexibility arrangement:
- 8.5.1 by giving no more than 28 days' written notice to the other party to the arrangement; or
  - 8.5.2 if the Company and Employee agree in writing — at any time.

## 9. CONSULTATION TERM

- 9.1 This Clause 9 applies if the Company:



- 9.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- 9.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

**Major change**

- 9.2 For a major change referred to in Subclause 9.1.1:
  - 9.2.1 the Company must notify the Relevant Employees of the decision to introduce the major change; and
  - 9.2.2 Clauses 9.3 to 9.9 apply.
- 9.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 9.
- 9.4 If:
  - 9.4.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
  - 9.4.2 the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Company must:
  - 9.5.1 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 Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - 9.5.2 for the purposes of the discussion-provide 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.
- 9.6 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.7 The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 9.8 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 Company, the

requirements set out in Subclause 9.2.1 and Clauses 9.3 and 9.5 are taken not to apply.

9.9 In this Clause 9, a major change is *likely to have a significant effect on Employees* if it results in:

- 9.9.1 the termination of the employment of Employees; or
- 9.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- 9.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 9.9.4 the alteration of hours of work; or
- 9.9.5 the need to retrain Employees; or
- 9.9.6 the need to relocate Employees to another workplace; or
- 9.9.7 the restructuring of jobs.

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

9.10 For a change referred to in Subclause 9.1.2:

- 9.10.1 the Company must notify the Relevant Employees of the proposed change; and
- 9.10.2 Clauses 9.11 to 9.15 apply.

9.11 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 9.

9.12 If:

- 9.12.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- 9.12.2 the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the Company must:

- 9.13.1 discuss with the Relevant Employees the introduction of the change; and
- 9.13.2 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 Company reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and

- 9.13.3 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).
- 9.14 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.15 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

## **10. CONTRACT OF EMPLOYMENT**

- 10.1 Employees may be employed on a full-time, part-time, specified task(s) or term(s), or casual basis.
- 10.2 **Full-time Employees**
  - 10.2.1 A Full-time Employee is an Employee engaged for a minimum average of 38 ordinary hours per week plus any reasonable additional hours as required by the Company.
- 10.3 **Part-time Employees**
  - 10.3.1 Subject to the provisions of this Clause, all entitlements for part-time Employees under this Agreement shall be pro-rated in accordance with their ordinary hours of work.
  - 10.3.2 Prior to commencing employment, the Company and the Employee will agree the following matters in writing:
    - (a) That the Employee may work Part-time;
    - (b) The Ordinary Hours and days of the week on which the Employee will work and the relevant commencing and ceasing times;
    - (c) The classification applying to the work to be performed; and
    - (d) Upon the period of Part-time employment (where relevant).
  - 10.3.3 Part-time employees will be paid the appropriate overtime rate for all hours worked, in excess of the agreed hours outlined in Clause 10.3.2.
- 10.4 **Casual Employment**
  - 10.4.1 A casual Employee is an Employee who is employed as a casual within the meaning of the NES. Employment shall be by the hour and a casual loading of 25% shall be paid on ordinary hours. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays or other entitlements normally reserved for permanent employees.
  - 10.4.2 For work outside the ordinary hours of work, overtime payments for casuals shall be calculated as follows: Wage rate, then 25% loading and then the relevant overtime rate/loading.
  - 10.4.3 On each occasion where a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours' work, except in the case of Inclement Weather.
- 10.5 Where any payments and/or conditions are made and/or provided to an Employee in accordance with this Clause which include a component in excess of the minimum

payment or condition provided by this Agreement ('an Additional Payment'), such Additional Payments:

- 10.5.1 will be agreed in writing with an Employee;
- 10.5.2 save in respect of any mandatory term of this Agreement in accordance with the FW Act or any term of the NES (in respect of which Additional Payments cannot be made under this Clause), shall be received by an Employee in satisfaction of and compensation for any and/or all entitlements and allowances and/or conditions which might otherwise apply to the Employee under this Agreement;
- 10.5.3 may be made to an Employee in accordance with this Clause provided that the total payments made to the Employee and/or conditions provided to the Employee are not less than they would have received under this Agreement; and
- 10.5.4 shall be enforceable as a term of this Agreement.

## **11. PROBATIONARY PERIOD**

- 11.1 The Employee's employment with the Company will be subject to a three (3) month probationary period commencing from the date of commencement of employment.
- 11.2 Except in cases of serious misconduct, at any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee by the giving of 1 week's written notice (or in the Company's case by payment in lieu.)

## **12. CLASSIFICATION STRUCTURES**

- 12.1 At the start of employment and as work changes on an ongoing basis, each Employee will be appointed by the Company to a classification level based on the Employee's skills, qualifications and experience and in consideration of the substantive duties required to be carried out at that time.
- 12.2 Employees will be required to carry out such duties as 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.

## **13. WAGE RATES**

- 13.1 The Wage Rates for each classification are as prescribed in Clause 13.3. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with a project.
- 13.2 All increases under this Agreement will apply on and from the first full pay period after the specified date.
- 13.3 Wage Rates for Employees are as follows:

Classification Level	1 September 2019	1 September 2020	1 September 2021	1 September 2022
RTW 1	\$31.85	\$32.58	\$33.23	\$33.90
RTW 2	\$34.02	\$34.80	\$35.50	\$36.21
RTW 3	\$36.26	\$37.09	\$37.84	\$38.59
RTW 4	\$37.19	\$38.05	\$38.81	\$39.58
RTW 5	\$38.94	\$39.84	\$40.63	\$41.44
RTW 6	\$39.64	\$40.55	\$41.36	\$42.19
RTW 7	\$43.90	\$44.91	\$45.81	\$46.72
TMO 1	\$43.26	\$44.25	\$45.14	\$46.04
TMO 2	\$45.14	\$46.18	\$47.10	\$48.04
TMO 3	\$47.65	\$48.75	\$49.72	\$50.72
TMO 4	\$48.72	\$49.84	\$50.84	\$51.85
TMO 5	\$49.82	\$50.97	\$51.99	\$53.02

13.3.1 Where the All Groups seasonally adjusted Consumer Price Index rate for Perth, as calculated from the annual June raw index numbers published by the Australian Bureau of Statistics is greater than 2.0% in 2021 and 2022, that amount will be paid in lieu of the 2.0% listed in the wage table at 13.3.

#### 14. HIGHER DUTIES

14.1 An Employee engaged for more than two (2) hours, during one day on duties carrying a higher rate than the Employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise the Employee must be paid the higher rate for the time so worked.

#### 15. TRAVEL

15.1 When a Distant Worker is required to travel from the Temporary Accommodation to their Point of Hire, the travelling time (up to maximum of four (4) hours) will be deemed to be working time for the roster period in which it occurs and paid at the applicable rate. Any travel outside the roster period will be by mutual agreement and paid at Ordinary Hours.

#### 16. FIRST AID ALLOWANCE

16.1 An Employee who holds the minimum qualifications recognised under the relevant State or Territory legislation is qualified to provide first aid and is appointed by the Company to be a first aid officer will receive an allowance of \$3.75 per day actually worked whilst the Employee maintains a current First Aid certificate.

16.2 This first aid allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

#### 17. ACCOMODATION AND LIVING SUBSIDIES

17.1 An Employee who is required to work at a distance from their usual place of residence that is unreasonable to return to each day will be entitled to either of the following as determined by the Company:

17.1.1 Reasonable board and accommodation provided by the Company, or

- 17.1.2 A Living Away From Home Allowance (**LAFHA**) of a maximum amount of \$490.00 per week (which amount is pro rata per day for periods of less than seven (7) consecutive days).
- 17.2 Applicants for employment are required to, and must provide, a declaration of their usual place of residence accompanied by proof of the same to the Company's satisfaction both at the time of engagement by the Company.
- 17.3 If either entitlement in Subclauses 17.1.1 or 17.1.2 is applicable, the Company will determine and confirm this at the time of engagement. For clarity, no further LAFHA entitlements will be considered after the commencement of employment.
- 17.4 An Employee engaged by the Company as a local hire
- 17.5 re (i.e. the Employee may reasonably return to their usual place of residence each night) may be paid a local living subsidy for each completed month of service on the nominated project. The Employee will be notified of such entitlement prior to their commencement on the nominated project.
  - 17.5.1 From time to time, a local hire Employee may be required to undertake works at a location that prevents them from returning to their usual place of residence at the completion of the work day.
  - 17.5.2 In such circumstances the Company will provide forty-eight (48) hours' notice to the affected Employees, or a lesser period of time by mutual agreement.
- 17.6 The Company shall deduct on a pro rata basis, at the rate of 1/7th of the LAFHA entitlement stipulated in Subclause 17.1.2, for each day that an Employee is not ready, willing and able to work in accordance with this Agreement or due to unlawful industrial action.
- 17.7 Any entitlements arising under this Clause shall cease upon completion of a project for which the entitlement is payable and the Employee has no further entitlement to claim payment for same on demobilisation.

## **18. ASSESSOR ALLOWANCE**

- 18.1 Employees who hold a Cert IV Training/ Assessor Certificate will receive a flat allowance of \$4.68 per hour when nominated and required to undertake workplace competency assessments for the Company.

## **19. MEAL ALLOWANCES**

- 19.1 Where an Employee is required to work more than two (2) hours' overtime (not including breaks) before or after Ordinary Hours and the Employee was not notified by the Company prior to the end of the Employee's last shift of the requirement to work overtime, a meal will be provided by the Company or alternatively a meal allowance of \$16.31 shall be paid to the affected Employee.
- 19.2 The decision to provide a meal or make a payment pursuant to Clause 19.1 will be at the discretion of the Company.
- 19.3 This meal allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

## **20. PROJECT COMPLETION PAYMENT**

- 20.1 A Project Completion Payment (Completion Payment) may be paid at the completion of a Project, at the discretion and direction of the Company.
- 20.2 The Completion Payment is payable when:
  - 20.2.1 The Employee remains in the employment of the Company until the completion of a Project; or
  - 20.2.2 The Employee, at the Company's direction, is no longer required for work on a Project; or
  - 20.2.3 The Employee, at the Company's approval, transfers to another position or location within the Company; or
  - 20.2.4 The Employee is terminated for any reason other than serious misconduct.
- 20.3 The Completion Payment does not accrue for any week that:
  - 20.3.1 An Employee is not ready, willing and available to work in accordance with the Company's direction; or
  - 20.3.2 An Employee is taking any form of unpaid leave, excluding R&R.

## **21. REST AND RECREATION LEAVE PROVISIONS**

- 21.1 Employees engaged on a pre-arranged roster of a set number of continuous days on site will be entitled to a period of rostered approved unpaid leave for the purposes of Rest and Recreation (R&R).
- 21.2 For reason of operational requirements, the Company and the Employee may mutually agree to postpone the taking of R&R for a period not exceeding one (1) month.
- 21.3 An Employee is not entitled to additional flights or travel costs to or from the work location to commence or return from a period of leave excluding personal leave, compassionate leave and workers compensation leave.
  - 21.3.1 When an Employee takes leave (excluding personal leave, compassionate leave and workers compensation leave) which results in no additional flights or other transport arrangements being required for that roster cycle, transport will be arranged by John Holland.
  - 21.3.2 When an Employee takes leave (excluding personal leave, compassionate leave and workers compensation leave) which results in additional flights or transport arrangements being required for that roster cycle, these flights or transport arrangements will be at the Employee's expense.
- 21.4 If the Company alters the project roster and an Employee has pre-approved leave which aligns with the original project roster, the transport arrangements will remain the responsibility of the Company.
- 21.5 Where an Employee chooses to make their own transport arrangements for the purpose of R&R they will do so at their own expense.
- 21.6 An Employee who fails to return from R&R on the Company provided transport, without providing forty-eight (48) hours' notice, will be required to make their own transport arrangements at their own expense.

## 22. SUPERANNUATION

- 22.1 The Company will make superannuation contributions sufficient to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth) into a superannuation fund nominated by the Employee. If the Employee does not nominate a superannuation fund, contributions will be made into a complying superannuation fund with a MySuper product as determined by the Company.
- 22.2 The rostering pattern determined and notified by the Company in accordance with Clause 24 of this Agreement may include a period of rostered unpaid leave as R&R.
- Where this occurs, the Company may, in its discretion, pay to the employee's superannuation fund an amount equivalent to the superannuation contribution that would be required in accordance with Clause 22.1 had the period of rostered unpaid leave been worked by the employee.
- 22.3 The Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements into a superannuation fund of the Employee's choosing provided that:
- 22.3.1 the arrangement complies with relevant legislation and Company policy as amended from time to time;
  - 22.3.2 the Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
  - 22.3.3 the superannuation fund is a complying My Super superannuation fund; and
  - 22.3.4 the amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

## 23. HOURS OF WORK – DAY WORKERS

- 23.1 The Ordinary Hours of work for Day Workers shall be 7.6 hours per day Monday to Sunday averaged as 38 hours per week over a four (4) week period.
- 23.2 The Company after consulting with affected Employees, may implement different patterns of working ordinary hours, including 9, 10 or 12 ordinary hours per day or per shift.
- 23.3 Ordinary Hours worked on weekends shall be paid as follows:
- 23.3.1 On Saturday until 12.00pm: at the rate of time and one half of the Employee's Wage Rate for the first two (2) Ordinary Hours and at double the Employee's Wage Rate for all Ordinary Hours worked thereafter;
  - 23.3.2 On Saturday after 12.00pm: at double the Employee's Wage Rate for all Ordinary Hours worked;
  - 23.3.3 On Sunday: at double the Employee's Wage Rate for all Ordinary Hours worked;
  - 23.3.4 Provided that such Ordinary Hours worked in accordance with Clause 23.3:
    - (a) shall be counted toward an Employee's average hours per four (4) week period; and



- (b) the rates in Subclauses 23.3.1, 23.3.2 and 23.3.3 apply in lieu of any applicable shift loading.
- 23.4 Start and finish locations(s) and time(s) shall be designed to support production and maximise equipment operating hours and maintenance time, to suit the needs of a project. These may be altered by the provision of 48 hours' notice to the Employee.
- 23.4.1 Where the Employee is required to travel from the depot or temporary accommodation to the place of work in Employer provided transport and the actual time spent in travelling to and from the place of work exceeds twenty (20) minutes that excess time will be paid at ordinary rates.
- 23.4.2 Similarly after the completion of work for the day when the actual time spent travelling back to the depot or temporary accommodation exceeds twenty (20) minutes, that excess time will be paid at ordinary rates.
- 23.5 For the avoidance of doubt travel time and wash up time shall not be counted as Ordinary Hours worked for the purposes of calculating overtime.

## **24. ROSTERING**

- 24.1 The Company, at its complete discretion, will determine which rostering pattern best suits the work requirements for each project.
- 24.2 Employees will be advised of the roster pattern referred to in Clause 24.1 at the time of commencing work on the applicable project.
- 24.3 Where possible, fourteen (14) days' notice will provided for a change in roster pattern, however for the purposes of emergency work, forty-eight (48) hours' notice will be provided.

## **25. ROSTERED DAYS OFF**

- 25.1 This Clause shall only apply if the Company, in its complete discretion, decides to implement a roster including a Rostered Day Off (RDO) entitlement. Should the Company decide to implement such rostering arrangements, Employees will be rostered for ordinary working hours of 7.6 per day over five (5) days plus accrual towards an RDO. This Clause does not apply to Employees rostered under Clause 23.2.
- 25.2 **Accrual of RDO**
- 25.2.1 The ordinary working hours shall be 8 hours per day, with the first 0.4 of an hour of each working day accruing as a RDO entitlement in accordance with this Clause.
- 25.3 All RDO hours shall be accrued, banked and paid at the Employee's Wage Rate and applicable all-purpose allowances.
- 25.4 Unless otherwise agreed with an Employee, the following will occur in respect of RDOs:
- 25.4.1 accrued RDO hours are to be taken by an Employee as scheduled by the Company subject to a project's requirements. Where an RDO is scheduled, the appropriate accrued RDO entitlement will be deducted from the Employee's RDO banked hours;
- 25.4.2 where an Employee requests to take more than 7.6 accrued RDO hours out of their RDO bank for additional time off on consecutive working days, the Employee must seek approval from the Company seven days in advance;

- 25.4.3 Employees performing on a pre-arranged roster referred to in Clause 21.1 will be entitled to take their accrued RDO during a scheduled rest day or periods of R&R; and
- 25.4.4 Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination.
- 25.5 Where possible, subject to a project's requirements, the Company may schedule RDO accruals to be taken by an Employee/s adjacent to public holidays and weekends.
- 25.6 An Employee's banked RDO hours remaining as at the last full pay period in November each year will be paid out of the Employee's RDO bank to the Employee in the first full pay period on or after 1 December each year.

## **26. SHIFT WORK**

- 26.1 Where the Company requires an Employee to work Shift work, the Company shall fix the shift roster and starting and finishing times for the shift as required. Shift rosters and the shifts of individual Employees may be changed, or the requirement to work shift work directed, on 48 hours' notice by the Company, or a lesser period by agreement or in the event of emergencies (subject to consultation requirements in Clause 9).
- 26.2 The Ordinary Hours for Shift Workers are an average of 38 ordinary hours per week averaged over a four (4) week period Monday to Sunday inclusive.
- 26.3 Where an Employee (other than a Shift Worker) is required to change from a Night Shift to a Day Shift, and the Employee is rostered to work the day shift preceding the night shift, they shall be paid 7.6 hours at their applicable Wage Rate.

## **27. SHIFT LOADING**

- 27.1 Shift Workers will be paid the following rates for Ordinary Hours Worked:
  - 27.1.1 Early Morning or Afternoon Shift – Wage Rate plus 15% of the Wage Rate.
  - 27.1.2 Night Shift – Wage Rate plus 30% of the Wage Rate.
- 27.2 Shift loading shall not apply to shift work performed on a Saturday or Sunday.
- 27.3 Where an Employee works shifts for less than five successive days, shall be paid at one and a half times the Wage Rate in lieu of the applicable shift loading.
- 27.4 Under no circumstances shall an Employee be entitled to shift loading pursuant to this Clause and overtime rates at the same time. For the avoidance of doubt an Employee shall only be entitled to shift loading or overtime rates but not both.

## **28. OVERTIME**

- 28.1 All time worked in excess of an Employee's Ordinary Hours, shall be overtime.
- 28.2 Overtime for Day Workers, and Shift Workers working on a Day Shift, shall be paid at the following rates:
  - 28.2.1 Monday to Friday, and Saturday until 12.00pm: One and a half times the Employee's Wage Rate for the first two (2) hours, and at double the Employee's Wage Rate for all time thereafter.

28.2.2 After 12.00pm on Saturday and on Sunday: double the Employee's Wage Rate.

28.3 All Overtime worked when an Employee is on Night Shift will be paid at double the Employee's Wage Rate.

28.4 An Employee recalled to work Overtime after leaving a project shall be paid for a minimum of four hours' work at the rate of double time or receive four (4) hours' pay in lieu.

## **29. REST PERIOD AFTER OVERTIME**

29.1 An Employee who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times shall, subject to this Clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

29.2 If on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for a ten-hour rest period.

29.3 The provisions of this Clause shall apply in the case of Shift Workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:

29.3.1 for the purpose of changing shift rosters;

29.3.2 where a Shift Worker does not report for duty; or

29.3.3 where agreement is reached between the Shift Worker and the Company.

## **30. MEAL AND REST BREAKS**

30.1 Employees are entitled to one (1) paid rest period of fifteen (15) minutes each morning and one (1) unpaid 30-minute lunch break each day.

30.2 Where rostered hours are for ten (10) hours or more, then the Employee is entitled to an additional fifteen (15) minute rest period in the afternoon.

30.3 Meal and rest breaks may be staggered by the Company to meet work requirements.

## **31. INCLEMENT WEATHER**

31.1 Disruption to work is to be minimised during periods of Inclement Weather.

31.2 During Inclement Weather, work will continue unless the Company's nominee determines it is not safe to do so.

31.3 Inclement Weather does not automatically create unsafe working conditions. An Employee is to attend work and is not to stop work or leave the Project, unless instructed otherwise by the Company's nominee because of Inclement Weather.

31.4 Workers in air-conditioned cabins will continue work during periods of Inclement Weather unless the Company's nominee determines it is not safe to do so.

- 31.5 During Inclement Weather the Company may direct an Employee to work in a different area than usual and/or on different tasks until the Inclement Weather ceases.
- 31.6 All Employees shall be available to clean up and dewater relevant work areas as directed by the Company following Inclement Weather.
- 31.7 In the event an Employee is directed by the Company to leave the Project due to inclement weather and remain in their Temporary Accommodation, and the Employee remains available to commence work immediately at the direction of the Company, the Employee shall be paid 7.6 hours per day at their Wage Rate, up to a maximum of 38 hours.

## **32. CYCLONE PROCEDURE**

- 32.1 The following will apply when, because of a cyclone, the Company stands down Employees employed under this Agreement.
- 32.2 Each Employee who:
  - 32.2.1 At the commencement of the cyclone period reports for and remains at work until otherwise directed by the Employer;
  - 32.2.2 And following the "all clear" resumes duty in accordance with the direction of the Employer;
  - 32.2.3 will be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.
  - 32.2.4 Notwithstanding the provisions of this subclause, an Employee who prior to the stand down due to a cyclone has commenced an overtime shift will be paid what they would have been earned on that shift but for the stand down.
- 32.3 If an Employee's mobilisation to site is delayed because of cyclone conditions or associated to the cyclone conditions and the Employee remains available for mobilisation, the Employee shall be paid 7.6 hours per day at their Wage Rate, up to a maximum of 38 hours.
- 32.4 An Employee who, on any day during the cyclone stand down is required for work and is requested to do so by the Company and is not willing or available to work when so requested is not entitled to pay for that day.
- 32.5 An Employee who is required to remain at or who is called out to work during the period of time in which the operation has been stood down during a cyclone will be paid for all time worked at single time in addition to the rate they would have received other than for the cyclone.
- 32.6 After the "all clear" has been given each Employee will be notified by the Company of:
  - 32.6.1 the time at which normal operations are to resume; and
  - 32.6.2 the time at which Employees are to resume work,
  - 32.6.3 and an Employee who does not present for work at the time required by the Company is in respect of that day, entitled to payment for time worked only.

### **33. ANNUAL LEAVE**

- 33.1 Eligible Employees shall be entitled to annual leave in accordance with the FW Act. For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be a Shift Worker for the purposes of the NES and entitled to a pro-rata accrual of an additional week's annual leave per annum.
- 33.2 The Employee and the Company may agree on separate periods of annual leave of one day's duration. The Company may direct Employees to take accrued annual leave on one month's notice. The Company may require Employees to take annual leave for the purposes of annual shut down or require Employees to take leave without pay for any part of the shut down for which Employees have not accrued sufficient paid annual leave.
- 33.3 Annual Leave Loading**
- 33.3.1 An Employee shall be entitled to payment of annual leave loading of either:
- (a) 17.5%, or
  - (b) Where an Employee who would have worked on Shift Work had they not been on leave and where the employee would have received shift loadings prescribed by Clause 27.1 had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in Clause 27.1 will be paid instead of the 17.5% loading.
- 33.4 Pursuant to the requirement under the Rail Industry Award and consistent with the reason why Annual Leave Loading was originally inserted into Awards, the loading outlined in Clause 33.3.1 is paid to Employees covered by this Agreement due to the Employee's loss of opportunity to work overtime during periods of Annual Leave.
- 33.5 In accordance with the FW Act, Employees may cash out part of their accrued entitlement to annual leave and receive pay in lieu of the amount of accrued annual leave cashed out, subject to the Employee giving the Company a written election to cash out the amount of accrued annual leave and the Company agreeing and authorising the Employee to cash out the amount of accrued annual leave, and:
- 33.5.1 paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
  - 33.5.2 each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
  - 33.5.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has cashed out.
- 33.6 Accrued, but untaken, annual leave is paid out on termination of employment.

### **34. PERSONAL/CARER'S LEAVE**

- 34.1 Employees shall be entitled to personal/carer's leave in accordance with the FW Act.
- 34.2 Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's

immediate family or household who is sick or injured or who has an unexpected emergency as defined by the FW Act. Payment in respect of leave under this Clause is the Employee's Wage Rate as set out in Clause 13 of this Agreement.

- 34.3 On each occasion that an Employee takes personal/carer's leave they must provide the Company with a medical certificate from a registered medical practitioner stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Company's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Company.
- 34.4 The Employee must notify the Company prior to commencing personal/carer's leave or as soon as is reasonably practicable, of the day on which the Employee wishes to take personal/carer's leave.
- 34.5 The Employee's paid personal/carer's leave will accrue progressively from year to year, however the Employee is not entitled to a payment for any accrued but untaken personal/carer's leave on termination of the Employee's employment for whatever reason.

### **35. COMPASSIONATE LEAVE**

- 35.1 Eligible Employees will be entitled to Compassionate Leave in accordance with the FW Act.

### **36. PARENTAL LEAVE**

- 36.1 Eligible Employees will be entitled to Parental Leave in accordance with the FW Act.

### **37. PORTABLE LONG SERVICE LEAVE**

- 37.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act in the State or Territory in which they are working at the time at which they become eligible for long service leave, provided that where employees meet the eligibility criteria for portable long service leave provisions under the relevant State or Territories Legislation then such provisions will prevail for long service leave purposes.

### **38. PUBLIC HOLIDAYS**

- 38.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays or gazetted substituted days in respect of these public holidays, without deduction from the Employee's Wage Rate: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Queens Birthday and other locally gazetted half or full day public holidays.
- 38.2 For the avoidance of doubt, an Employee who is working in a State or Territory other than their State or Territory of usual point of hire, is entitled to the public holiday(s) which fall in the State or Territory in which they are working at that time and not those which otherwise occur within their State or Territory of usual point of hire during the relevant period of assignment.
- 38.3 Any Employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half of the Wage Rate for all time so worked.

38.4 It will be possible for the Company and an Employee/s to agree to substitute the nominated public holiday for another day and the prescriptions of this Clause will apply to the substituted day.

### 39. TERMINATION OF EMPLOYMENT

39.1 Employment may be terminated by an Employee or the Company by giving the following notice in writing:

Employee's Period of Continuous Service with the Company	Actual Period of Notice Required to be Provided
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but no more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

39.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.

39.3 Termination of all casual engagements shall require eight (8) hours' notice on either side of an engagement or the payment or forfeiture of eight (8) hours' pay, as the case may be.

39.4 Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay due to the Employee for the remainder of the notice period and not require the Employee to work out the notice period.

39.5 If an Employee fails to give the required notice or gives notice but leaves before the end of the notice period, they shall forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Company.

39.6 Notwithstanding the notice provisions of this Clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of notice for serious misconduct, in which case an Employee shall only be entitled to be paid for the time worked up to dismissal.

39.7 If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the employment will terminate through frustration in which case the Company is not required to give notice or make payment in lieu of notice, or make any other payments on termination other than those, if any, required by statute.

39.8 Clauses 39.1 and 39.2 shall not apply to Employees who are engaged for a specified task(s) or period(s), or on a casual basis.

### 40. REDUNDANCY

40.1 Subject to this Clause, where the Company terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, the Employee is to be paid a redundancy payment in accordance with the following scale:

<b>Employee's period of continuous service with the Company on termination</b>	<b>Redundancy pay period</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- 40.2 The payment under Clause 40.1 is made at the Employee's Wage Rate.
- 40.3 Where there is a transfer of employment as defined by the FW Act, an Employee is not entitled to be paid any amount of redundancy pay where the Company obtains other acceptable employment for the Employee.
- 40.4 Clause 40.1 shall not apply to Employees who are engaged for a specified task/s, on a casual basis, an Employee dismissed for serious misconduct, or an Employee (other than an Apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

#### **41. HEALTH AND SAFETY**

Subject to Clause 42 the process for the resolution of health and safety issues, other than in relation to inclement weather, shall be reviewed and accepted by the HSC and as a minimum meet the following requirements:

- 41.1 Employees must raise health and safety issues with the relevant Company supervisor or manager in the first instance.
- 41.2 Should an Employee feel that satisfactory action has not been taken on a reported health and safety issue the following procedure should be adopted:
- 41.2.1 the Employee notifies the relevant DWG HSR (where one is appointed) or Deputy HSR where the HSR is absent (where one is appointed);
- 41.2.2 the DWG HSR will consult with the supervisor and the superintendent (or the Company's designated nominee) to resolve the health and safety issue;
- 41.2.3 where there is no appointed DWG HSR, the employee will raise the issue directly with the supervisor and the superintendent.
- 41.3 Direction to cease work, other than in relation inclement weather which is dealt with in Clause 31, may be given by a Company supervisor in consultation with the HSR provided:
- 41.3.1 an issue concerning health or safety arises;
- 41.3.2 the issue concerns work which involves an immediate threat to the health or safety of any person; and
- 41.3.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the normal issue resolution process.



- 41.4 Where a direction to cease work has been given, alternative suitable duties shall be assigned to those Employees affected. No Employee shall leave the site unless instructed to do so by the Company.
- 41.5 Where alternative suitable duties are assigned refusal to work as directed by the Company may result in disciplinary action being taken in relation to such Employee(s) and may be unlawful industrial action under the ***Building and Construction Industry (Improving Productivity) Act 2016 (Cth)*** (as amended).

## 42. DISPUTES AND GRIEVANCE PROCEDURE

- 42.1 If there is a dispute about any matters arising under this Agreement or in relation to the National Employment Standards (except s.65(5) and s.76(4) of the FW Act), it shall be dealt with in the following manner:
- 42.1.1 as soon as practicable after the dispute or claim has arisen, the Employee concerned shall notify his or her immediate supervisor, affording that supervisor the opportunity to remedy the cause of the dispute or claim;
  - 42.1.2 if no resolution for the Employee's grievance is reached, then the Employee shall seek further discussions and attempt to resolve the grievance with the Project Manager as prescribed by the Company from time to time;
  - 42.1.3 if the matter is still unresolved, the Employee's grievance may be referred to the Company's Human Resources Manager and/or the relevant Business Manager, for resolution;
  - 42.1.4 if the matter is not resolved at this stage, the matter may be referred to FWC for conciliation and/or arbitration for resolution. The decision made by FWC shall be binding to both the Company and affected Employee(s) subject to any referral by a Party to the Federal Court on a questions of law.
  - 42.1.5 the Company reserves the right to be legally represented for all matters before FWC.
- 42.2 It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:
- 42.2.1 work shall continue as normal in accordance with this Agreement;
  - 42.2.2 no industrial action shall be organised, commenced or taken by any Employee;
  - 42.2.3 nothing in this Clause shall effect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
  - 42.2.4 the affected Employee(s) and the Company must co-operate to ensure that the dispute resolution procedures are carried out as expeditiously as is reasonably possible.
- 42.3 Safety issues shall be isolated from industrial matters and any issues relating to safety shall be dealt with in accordance with Company procedure and Clause 41 of this Agreement. Any safety issue arising from a matter dealt with by this Agreement, including the application of Clause 41 of this Agreement or the NES may be dealt with in accordance with this Clause 42.

- 42.4 Final settlement of the dispute will not be prejudiced by continuance of work under the dispute and grievance procedure in this Agreement. Reinstatement is not available as a remedy under this procedure.
- 42.5 All parties are entitled to be represented by a person of their choice at any stage of this procedure or in relation to any matters dealt with under this procedure.
- 42.6 This procedure ceases immediately in respect of an Employee upon the cessation of the employment for any reason.
- 42.7 Any decision, order or suggested resolution of grievance under this Clause shall not be inconsistent with the *Code for the Tendering and Performance of Building Work 2016*, *The Western Australia Building and Construction Industry Code of Conduct 2016* or legislative obligations.

#### **43. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT**

- 43.1 The Company will provide the Employees, on commencement of employment or as otherwise specified in this Clause, with the following items of safety clothing which must be worn at all times (other than when inside a crib shed):
  - 43.1.1 safety helmet (helmets must not be painted, drilled or modified in any way);
  - 43.1.2 protective eye wear that meets AS1337;
  - 43.1.3 safety gloves;
  - 43.1.4 safety footwear.
  - 43.1.5 four (4) pairs of long trousers; and
  - 43.1.6 four (4) high visibility long sleeve shirts (an Employee who does not wish to be issued with long trousers will be provided with four (4) pairs of overalls instead of the trousers;
- 43.2 At the Company's discretion the items referred to in Clause 43.1 will be replaced on a fair wear and tear basis provided they are produced to the Company for inspection and the Company determines that the replacements of such items is warranted.
- 43.3 At its discretion the Company shall supply safety clothing and any other protective equipment/materials as it determines relevant and the Employee shall be required to wear such clothing or equipment at all times as directed and/or as required by the Company. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this Clause may include verbal or written warnings, suspension without pay of up to one week and termination of employment.
- 43.4 An Employee who loses any part of the safety equipment provided must purchase a replacement item approved by the Company that he/she is required to have.
- 43.5 Except as provided by Clause 43.1, no safety equipment or PPE other than that provided by or approved by the Company is to be worn by an Employee whilst on the Project.

#### **44. UP SKILLING**

- 44.1 At the absolute discretion of the Company, Employees may undertake 'up skilling' training.
- 44.2 Up skilling shall not lead to a reclassification of the Employee unless and until the new skills are required by the Project and the Employee is appointed in writing by the Company to a new position/classification.
- 44.3 The Company shall allow Employees undertaking up skilling time off without loss of ordinary pay to attend off-the-job training.

**45. PAYMENT OF WAGES**

- 45.1 Payment shall be by direct deposit/electronic funds transfer on a weekly basis to a maximum of two (2) separate bank account(s) nominated by the Employee.
- 45.2 When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.

**46. INCOME PROTECTION**

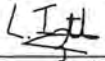
- 46.1 The Company will provide Employees with income protection via its Company initiated income protection scheme. The benefits of such income protection will be at the sole discretion of the Company.

**47. SIGNATORIES**

**Signed for and on behalf of the Company**

Name: Leon Izmirlian  
Address: 65 Pirrama Road, Pyrmont, NSW 2009  
Title: General Manager People Operations

I am authorised by the Company to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name: Aileen Gillies  
Address of witness: L8 / 10 Telethon Avenue, Perth WA 6000

Dated this 19 day of December 2019

AND

**Signed for and on behalf of the Employees**

Name: Thomas Brown  
Address: L8, 10 Telethon Avenue, Perth WA 6000  
Title: TMO4

I am authorised by the Employees to sign this Agreement on its behalf.

Signature: 

Witness (signed): 

Name: Geoffrey Venter  
Address of witness: L8 / 10 Telethon Ave, Perth WA 6000

Dated this 17 day of 12 2019