

**CPB PROJECTS PTY LTD**

**BHP WESTERN RIDGE CRUSHER  
PROJECT AGREEMENT 2024**

Final

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## **1 TITLE**

This Agreement will be known as the CPB Projects Pty Ltd BHP Western Ridge Crusher Project Agreement 2024 (**Agreement**).

## **2 OBJECTIVES OF AGREEMENT**

- (a) The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals for the works on BHP Western Ridge Crusher Project (**Project**):
  - (i) to provide a safe and healthy work site, where all parties are encouraged to take responsibility for their safety and that of their colleagues so that we each return home without injury;
  - (ii) to respect and care for the environment in which we work; and
  - (iii) avoidance of industrial action by following at all times the agreed disputes resolution procedures, so as to develop a dispute free work site culture.

## **3 APPLICATION OF AGREEMENT**

- (a) This Agreement shall apply to the on-site construction and associated commissioning work as defined by the Project.
- (b) It will apply to all work undertaken by Employees of the Employer engaged in the classifications contained in this Agreement who carry out on-site construction work and associated activities on or in connection with the Project (**Employees**).
- (c) To avoid doubt, this Agreement does not apply to:
  - (i) any operations of the Project's owner, employees of the Project's owner, or to employees of any other employer providing services to the Project's owner for activities such as maintenance, minor works, shut down and associated works;
  - (ii) the transport of personnel to and from the Project;
  - (iii) deliveries of materials and equipment to and from the Project;
  - (iv) the construction, maintenance or upgrades of off-site infrastructure (for example roads, power and communication systems which service the Project) whether associated with the Project or otherwise;
  - (v) the construction, alteration, upgrade and/or operation of accommodation facilities; and
  - (vi) off-site manufacture and off-site fabrication whether associated with the Project or otherwise.

## **4 PARTIES BOUND BY THE AGREEMENT**

- (a) This Agreement is binding upon:
  - (i) CPB Projects Pty Ltd (ABN: 61 632 314 320) (the **Employer**); and

- (ii) Employees of the Employer employed in classifications set out in clause 7 of this Agreement and performing work that falls within the application of this Agreement (the **Employees**); and
- (iii) the Unions signatory to this Agreement (the **Union**), (together the **Parties**).

## **5 OPERATION OF AGREEMENT**

- (a) This Agreement will commence operation from seven (7) days after it is approved by the Fair Work Commission (**FWC**) and its nominal expiry date shall be four (4) years from the date of approval.
- (b) This Agreement will continue to operate after its nominal expiry date until terminated or replaced.
- (c) This Agreement is designed to cover the entirety of the terms and conditions of employment and overrides the terms of any relevant Modern Award.
- (d) To avoid doubt, the provisions of the *Work Health and Safety Act 2020* (WA), any other applicable health and safety legislation and the *Construction Industry Portable Paid Long Service Leave Act 1985* (WA) (the **Acts**) as amended from time to time, will have full effect and nothing in this Agreement will operate to vary or exclude the operation of the relevant Acts.
- (e) This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the terms of this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6 OBLIGATIONS OF PARTIES BOUND**

### **6.1 NO EXTRA CLAIMS**

- (a) This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the Parties bound shall not make any further claims prior to the nominal expiry date of this Agreement.
- (b) The wages, allowances, payments, and conditions as detailed in this Agreement are acknowledged and agreed by the Parties as to be comprehensive and exhaustive terms and conditions of employment, covering all circumstances, conditions and disabilities associated with constructing and commissioning (including working within operational areas of existing plant and facilities) on the Project. This acknowledgement includes all the various stages, activities and methods of all work involved on the Project.

### **6.2 ENTERPRISE FLEXIBILITY**

- (a) Employees shall carry out all reasonable and lawful directions and duties that are within their skill, competency and training, which may include duties or tasks for a lower classification level, provided the Employee is capable of performing the work in a safe manner.
- (b) Where it is identified that different working arrangements to those provided in this Agreement will allow greater flexibility and/or increased productivity, agreement may be reached with the majority of the workforce in the area or areas concerned to implement different arrangements in accordance with the terms of this Agreement.

## 7 EMPLOYMENT CONDITIONS

### 7.1 RATES OF PAY

- (a) The classification structure for this Agreement is set out below:
- (i) Employees, other than apprentices, engaged on work covered by this Agreement will be paid for 36 ordinary hours of work at the wage rates shown below according to their classification.
  - (ii) Those classifications set out hereunder which are Civil/Structural Construction Workers classifications, including indicative tasks undertaken, and Electrician Special Class and Instrument Fitter in the Electrical Classifications are defined in Appendix One (1) – Classification Definitions.

### 7.2 CIVIL/STRUCTURAL CLASSIFICATIONS

Classification	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
CW1	\$43.18	\$44.69	\$46.25	\$47.87
CW2	\$44.86	\$46.43	\$48.06	\$49.74
CW3	\$46.73	\$48.37	\$50.06	\$51.81
CW4	\$48.13	\$49.82	\$51.56	\$53.37
CW5	\$49.53	\$51.27	\$53.06	\$54.92
CW6	\$50.94	\$52.72	\$54.56	\$56.47

### 7.3 CRANE CLASSIFICATIONS

Classification	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
Mobile Crane Driver (Hiab)	\$43.18	\$44.69	\$46.25	\$47.87
Mobile Crane operator - mobile cranes with lifting capacity up to and including 15 tonnes	\$48.13	\$49.82	\$51.56	\$53.37
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 15 tonnes and up to and including 100 tonnes	\$49.53	\$51.27	\$53.06	\$54.92
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 100 tonnes and up to and including 180 tonnes	\$50.94	\$52.72	\$54.56	\$56.47
Mobile crane operator- mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 260 tonnes	\$52.34	\$54.17	\$56.07	\$58.03
Tower crane operator	\$52.34	\$54.17	\$56.07	\$58.03
Operates a crane with lifting capacity in excess of 260 tonnes	\$53.74	\$55.62	\$57.57	\$59.58

**7.4 ELECTRICAL CLASSIFICATIONS**

Classification	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
Electrician Special Class	\$52.34	\$54.17	\$56.07	\$58.03
Instrument Fitter	\$51.40	\$53.20	\$55.07	\$56.99
Electrical Tradesperson	\$49.07	\$50.79	\$52.56	\$54.40
Electrical Assistant	\$42.76	\$44.26	\$45.80	\$47.41
Cable Jointer	\$49.07	\$50.79	\$52.56	\$54.40

**7.5 OTHER CLASSIFICATIONS**

Classification	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
Welder Special Class	\$49.07	\$50.79	\$52.56	\$54.40
Metal Tradesperson Painter Plumber Carpenter Bricklayer Tiler	\$46.73	\$48.37	\$50.06	\$51.81

**7.6 APPRENTICES**

- (a) Apprentices shall be paid the applicable percentage of the applicable Tradesperson wage rate as set out below:

<b>Four Year Term</b>	<b>% of Tradespersons Wage Rate</b>
First Year	55
Second Year	65
Third Year	75
Fourth Year	90
<b>Three and a Half Year Term</b>	
First Year	55
Next Year	65
Next Year	75
Final Year	90
<b>Three Year Term</b>	
First Year	55
Second Year	75
Third Year	90

- (b) An adult apprentice (over the age of 21 years) shall be paid no less than the Base Rate of Pay for the lowest paid classification in clause 7 of this Agreement.

**7.7 ORDINARY RATE OF PAY**

The Ordinary Rate of Pay shall mean the wages paid to an Employee for working thirty-six (36) hours at the rates contained in subclauses 7.2 to 7.6 inclusive, plus any all-purpose allowances pursuant to this Agreement.

**8 SITE ALLOWANCE**

- (a) In recognition of the working conditions experienced on construction activities in the North-West of Western Australia, a flat site allowance of \$4.50 for each hour worked shall be paid to all Employees covered by this Agreement.
- (b) The disabilities will be seen to include, but not be limited to heat, height, dust, confined space, dirty work, extremes of terrain and brownfields work and all special rates and provisions which would otherwise have applied under a relevant Modern Award.

**9 ADDITIONAL ALLOWANCES**

**9.1 TOOL ALLOWANCE**

- (a) Where a tradesperson at the Employer’s request, provides their own tools, they shall be paid the following all-purpose tool allowance per hour:

Classification	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
Carpenter	\$1.01	\$1.04	\$1.08	\$1.12
Bricklayer	\$0.71	\$0.74	\$0.76	\$0.79
Painter	\$0.24	\$0.25	\$0.26	\$0.27
Electrical/Metal and Mechanical Trades	\$0.53	\$0.54	\$0.56	\$0.58

- (b) An apprentice will be paid a pro rata allowance in accordance with the percentages in subclause 7.6 of this Agreement.

**9.2 LEADING HAND ALLOWANCE**

An Employee specifically appointed by the Employer as a Leading Hand shall be paid the following all-purpose rate per hour:

In charge of:	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
1 - 5 people	\$1.24	\$1.28	\$1.32	\$1.37
6 - 10 people	\$1.95	\$2.01	\$2.09	\$2.16
More than 10 people	\$2.62	\$2.71	\$2.80	\$2.90

**9.3 WELDING ALLOWANCE**

Welders and boilermakers qualified and required to carry out coded welding work in accordance with AS1554 or similar standards shall be paid an hourly all-purpose allowance as follows:

\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
\$0.87	\$0.90	\$0.93	\$0.96



**9.4 TRADESPERSON ALLOWANCE**

An Employee who is engaged at Tradesperson level or higher, holding a current tradesperson certificate or tradesperson rights recognition, who is required to perform the full range of duties of a Tradesperson, shall be paid an hourly all-purpose allowance as follows:

Trade	\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
Carpenter/Painter	\$0.48	\$0.50	\$0.52	\$0.54
Welder/Boilermaker	\$1.59	\$1.64	\$1.70	\$1.76

**9.5 FLUID POWER CIRCUITRY ALLOWANCE**

A mechanical fitter holding a current tradesperson certificate or Tradespersons Rights Recognition Certificate and is able to and/or required to perform work on fluid power circuitry and/or diagnose fluid power circuitry, shall be paid an hourly all-purpose allowance as per the table below:

\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
\$0.96	\$0.99	\$1.03	\$1.06

**9.6 ELECTRICIAN’S LICENCE ALLOWANCE**

A tradesperson who holds and in the course of employment may be required to use a current “A” or “B” Grade License issued pursuant to the relevant regulation in force under the *Electrical Licensing Regulations 1991* shall be paid an hourly all-purpose allowance as follows:

\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
\$2.12	\$2.19	\$2.27	\$2.35

**9.7 FIRST AID ALLOWANCE**

An Employee holding either a Senior First Aid certificate from the St John Ambulance Association or an equivalent qualification and has been appointed in writing by the Employer to perform first aid duties, will be paid a flat allowance per day as follows:

\$ From Commencement	\$ 1/12/2024	\$ 1/12/2025	\$ 1/12/2026
\$4.51	\$4.67	\$4.83	\$5.00

**9.8 APPLICATION OF ALLOWANCES**

Where the allowances outlined in subclauses 9.1 to 9.7 above apply, they are cumulative.

**10 PROJECT INCENTIVE PAYMENT**

- (a) In any week where an Employee is ready, willing and available to work in accordance with their contract of employment and the Employer’s lawful requirements and in particular, strictly following the procedures for resolving disputes as provided for in clause 34 of this Agreement, an additional payment of \$21.43 for each day worked shall be accrued by the Employee and paid out on completion of the Employee’s employment on the Project (**Project Incentive Payment**).

- (b) When an Employee has an unauthorised absence or engages in industrial activity not approved by the Employer that ceases or disrupts operations, an Employee will forfeit any Project Incentive Payment accrual for that week.
- (c) This Project Incentive Payment shall not be paid to Employees whose employment ceases due to dismissal from the Project for misconduct reasons or poor performance or any Employee who resigns from their role.

## **11 TRAVEL ARRANGEMENTS**

### **11.1 TRAVEL TO AND FROM THE PROJECT SITE**

- (a) The Employer will provide transport to and from the nominated Project Village for all Distant Employees covered by this Agreement.
- (b) Where an Employee is required to travel from the Project Village to the Project worksite 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.
- (c) Similarly, after the completion of work for the day when the actual time spent travelling back to the Project Village from the Project worksite exceeds twenty (20) minutes, that excess time will be paid at ordinary rates.
- (d) For clarity, the travel times in subclause 11.1(b) will commence when the Employer provided transport departs the nominated Project Village and finish when the Employee first exits the Employer provided transport when they reach the Project worksite. Travel times in subclause 11.1(c) will commence when the Employer provided transport departs from the location the travel time ceased on the journey to the Project worksite and will finish when the Employer provided transport arrives at the nominated Project Village.
- (e) Notwithstanding that Employees who are required to travel under this clause for more than twenty (20) minutes each way will be paid at ordinary rates, such travel time, including and in excess of 20 minutes, will not be regarded as work time for the purposes of counting an Employee's ordinary hours of work or overtime.

### **11.2 MOBILISATION AND DEMOBILISATION**

- (a) For the purpose of this Agreement, a Distant Employee is an Employee who is engaged or selected or advised by the Employer to proceed to the Project 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 each night (**Distant Employee**).
- (b) The Employee shall provide the Employer with their residential address at the time of commencing employment. The Employee must not knowingly make a false statement regarding their usual place of residence.
- (c) The Employee is required to notify the Employer in writing of any changes to their usual place of residence. Any additional travel costs associated with change shall be at the Employee's expense unless the Employer, at their discretion, otherwise agrees.
- (d) Unless agreed otherwise by the Employer at the time of engagement or mobilisation to the Project, the Point of Hire for a Distant Employee shall be the closest applicable airport, as it applies in Appendix Two (2) to this Agreement (**Point of Hire**), to the Employee's usual place of residence as stipulated in a statement required under subclause 11.2(b).

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- (e) The Employer shall arrange transport by economy air travel for Employees engaged as Distant Employees from their Point of Hire to the Project at the commencement of employment and return at the conclusion of the Employee's employment.
- (f) The Employer may deduct the equivalent cost of the forward journey airfare from final monies owing from an Employee who terminates or discontinues their employment prior to completing twenty (20) days of continuous service on the Project site.
- (g) Employees on mobilisation or demobilisation shall be paid travel time at the Ordinary Rate of Pay:
  - (i) for three (3) hours, where their point of hire is in Western Australia; and
  - (ii) their actual travel time, up to a maximum of eight (8) hours, where their point of hire is outside Western Australia.

### **12 BOARD AND LODGING**

- (a) Full board and lodging will be provided by the Employer for Distant Employees engaged on the Project at no cost to the Employee while the Employee continues to work in conformity with the terms and conditions of this Agreement.
- (b) A Distant Employee may with the approval of the Employer be paid a Living Away from Home Allowance ("LAFHA") of \$700.00 per week in lieu of being provided with board and lodging.
- (c) It is the Employer's preferred position that board and lodging supplied by the Employer be utilised unless good reason to do otherwise exists. Factors to be taken into consideration will include compassionate grounds, availability of suitable alternative accommodation, no additional costs to the Employer and suitable transport arrangements to and from the work site.
- (d) The Employer will deduct on a pro rata basis at the rate of one-seventh of the LAFHA for each day an Employee is not ready, willing and available for work in accordance with this Agreement or because of industrial action.

### **13 LOCAL LIVING SUBSIDY**

- (a) Employees employed by the Employer who are local residents (i.e. the Employee may reasonably return to their usual place of residence each night) will be paid a Local Living Subsidy of \$580.00 for each completed week of service on the Project.
- (b) In order to receive the payment, the Employee is required to work on the site continuously for one (1) week or more.
- (c) The Employer will deduct on a pro rata basis at the rate of one-seventh of the Local Living Subsidy for each day that an Employee is not ready, willing and available for work in accordance with this Agreement or because of industrial action.

### **14 REST AND RECREATION LEAVE (R&R)**

- (a) For the purpose of this Agreement, a Distant Employee is an Employee who is engaged or selected or advised by the Employer to proceed to the Project 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 each night.

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- (b) The Employer shall obtain, and the Employee shall provide the Employer with a statement in writing of their usual place of residence and their current place of residence, at the time the Employee is engaged and no subsequent change of usual place of residence shall entitle an Employee to the provisions of this clause unless the Employer agrees (**Point of Hire**).
- (c) Provided that documentary proof of address such as long service leave registration card or driver's licence may be accepted by an Employer as proof of the Employee's usual place of residence on engagement in lieu of the statement in writing referred to in paragraph (b) above.
- (d) The Employee shall inform the Employer in writing of any subsequent change in their usual place of residence.
- (e) The address of the Employee's usual place of residence and not the place of engagement shall determine the application of this clause. The Point of Hire is as defined in clause (b) above.
- (f) Distant Employees as defined shall be entitled to eight (8) days of rest and recreation leave (R&R) after the completion of twenty (20) days continuous service on site.
- (g) The Employer will provide an economy airfare ticket to the nearest airport of the Employee's Point of Hire in accordance with Appendix Two (2).
- (h) The Employer will be responsible for all air bookings associated with the taking of R&R.
- (i) The R&R leave shall be taken as soon as practicable after it becomes due as agreed between the Employer and Employee.
- (j) Should an Employee request a shorter R&R period then, by mutual agreement, a minimum period off site of at least two (2) days and an adjacent weekend (four (4) days off site) may be approved.
- (k) Payment on R&R leave will be as follows:
  - > First R&R:
    - : two (2) R&R days paid at 14.4 hours at the ordinary rate;
    - : accrued rostered days off may be taken concurrent with R&R leave
    - : any additional time off is unpaid leave.
  - > Subsequent R&R's
    - : one (1) R&R day paid at 7.2 hours at the ordinary rate;
    - : one (1) unpaid R&R day;
    - : accrued rostered days off may be taken concurrent with R&R leave;
    - : any additional time off is unpaid leave.
- (l) There shall be no payment for traveling time or other costs that may be incurred when an Employee is on R&R, including departing from the site to the Employee's point of hire and returning to the site after a period of R&R.
- (m) Time off on R&R does not count towards service for determining the next R&R cycle.

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- (n) Employees who qualify for the provisions of this subclause may return to their home or any other place mutually agreed between the Employer and the Employee at Christmas, provided the cost to the Employer including where applicable FBT liability does not exceed the cost of an economy airfare available to the Employer from the Project to the point of hire and return:
  - (i) by taking the entitlement to R&R prior to the completion of the next accrual period; or
  - (ii) by taking R&R in advance but, if by service subsequent to the taking of R&R an entitlement to that R&R does not accrue, any payment of ordinary pay for that period of R&R and the cost of airfares shall be refunded to the Employer unless the services of the Employee are terminated by the employer through no fault of that Employee. For the purposes of this provision, the Employer may deduct any amount to be refunded from any monies otherwise due to the Employee under their contract of employment.
- (o) An Employee who does not return from R&R on the due date will be deemed to have abandoned their employment, unless satisfactory notification (within forty-eight (48) hours of due date of return) is given to the Employer, as to the reason why the Employee did not return to work at the scheduled time.
- (p) The Employer will confirm abandonment of employment by registered mail to the Employee's last known address within two (2) days of the Employee being deemed to have abandoned his/her employment.

### **15 HOURS OF WORK**

- (a) The ordinary hours of work shall be an average of thirty-six (36) per week over a defined work cycle and may be worked on any or all of the days of the week Monday to Friday inclusive, and except in the case of shift Employees, shall be worked between the hours of 6.00am and 6.00pm. The Ordinary Hours of work shall form the basis to which annual leave and personal/carer's leave shall accrue.
- (b) Work done outside the Ordinary Hours of work shall be payable at overtime rates as provided for in clause 16 of this Agreement.
- (c) Where an Employee is required by the Employer's policy or otherwise to work lesser hours on any day for the purpose of fatigue management, the Employer will schedule the work roster to ensure the fatigue day is taken on a weekday.

### **16 OVERTIME**

- (a) The nature of the Project is such that Employees will be required to work regular scheduled overtime. In addition to the regular scheduled overtime, an Employee may be required to work reasonable additional overtime. For the purposes of assessing the reasonableness of hours worked, hours of work will be averaged over a 12-month period.
- (b) Additional overtime will be assigned on the basis of specific work requirements.
- (c) If it is necessary to withdraw all or any overtime hours, the Employer will provide Employees with adequate notice (at least one (1) hour during Monday to Friday and at least two (2) hours on a weekend). This notice period can include paid and/or unpaid meal or other breaks. Payment in lieu of the notice can be provided to Employees based on what they would have earned for those notice hour(s). Where this notice is provided or paid in lieu, no further payments for overtime that may have otherwise been worked on that day need to be paid.

- (d) However, overtime will not be withdrawn without good reason. The Employer is not required to give notice of withdrawal of overtime in the event of any industrial action that affects the Project.
- (e) All work performed outside of the Ordinary Hours on any day Monday to Friday inclusive, will be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.
- (f) Work done prior to 12.00 noon on a Saturday will be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.
- (g) Work done on Saturdays after 12.00 noon or on a Sunday will be paid at the rate of double time.
- (h) Work done on any day prescribed as a holiday under this Agreement, will be paid at the rate of double time and one-half, except where another day is substituted in accordance with subclause 26(b) of this Agreement.
- (i) The Employer shall ensure wherever reasonably practical, that no Employee will be required to work so much overtime that they do not have at least ten (10) consecutive hours off duty from completing one (1) days' work to the commencement of the next days' work.
- (j) If on the instructions of the Employer, an Employee continues or resumes work without having had ten (10) consecutive hours off duty, the Employee will be paid at double time until released from duty for such period and the Employee will then be entitled to be off duty until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working hours occurring during the absence.
- (k) For the purposes of this paragraph, overtime worked as a result of a recall will not be regarded as overtime when the actual time worked is less than four (4) hours on the recall.
- (l) An Employee recalled to work after leaving the job will be paid at least three (3) hours at overtime rates.
- (m) Where an Employee commences weekend overtime work and is subsequently informed that the Employee is not required to work overtime, the Employee will be paid a minimum of four (4) hours work at the applicable overtime rates. If the Employee arrives for work but has not commenced weekend overtime work and is advised that overtime is not required, the Employee will be paid a minimum of three (3) hours at the applicable overtime rates.
- (n) No party to this Agreement will, either directly or indirectly, impose any form of ban, limitation or restriction on working reasonable overtime.

## **17 ROSTERED DAYS OFF (RDO)**

- (a) Working hours will be arranged on a system that provides for an Employee to accrue one (1) rostered day off (**RDO**) per fortnight. This will be done by the Employee working eight (8) hours each day Monday to Friday inclusive, being paid for seven and one-fifth (7.2) Ordinary Hours pay and accruing four-fifths (0.8) of an hour towards an RDO.
- (b) Accrued RDO's shall be taken during and Employee's R&R leave.
- (c) At the time of termination, any remaining RDO accrual not utilised shall be paid to the Employee at their Ordinary Rate of Pay.

**18 SHIFT WORK**

- (a) The Employer has the right to direct Employees to perform shift work as required to meet operational requirements and the Employee shall perform shift work as directed.
- (b) For the purposes of this clause, shift work means any shift commencing at or after 6.00pm that continues past midnight and finishes at or before 8.00am.
- (c) The Employer must give twenty-four (24) hours' notice of its intention to introduce shift work. The notice shall include advice of the intended starting and finishing times of the respective shifts. However, less than twenty-four (24) hours' notice may be given in the event of safety or emergency requirements.
- (d) The Ordinary Hours for shift Employees shall average thirty-six (36) hours per week over a defined work cycle.
- (e) Where less than five (5) consecutive shifts are worked, Employees will be paid at overtime rates in lieu of shift loading, except when the shift process has come to an end in the last week and less than five (5) consecutive days is required to finish the work.
- (f) The consecutive nature of shifts will not be regarded as broken, if work is not carried out on an RDO, public holiday, Saturday or Sunday.
- (g) A rest period not exceeding fifteen (15) minutes and without deduction of pay will be allowed during each shift at a time determined by the Employer. Where the rostered shift is for ten (10) hours or more, then the rest period will be extended to thirty (30) minutes without deduction of pay.
- (h) A meal break not exceeding thirty (30) minutes and without deduction of pay will be allowed during each shift at a time determined by the Employer. To avoid doubt, the paid meal break will not be counted as time worked.
- (i) The Employer may stagger the times Employees take rest periods and meal breaks to suit the operational requirements of the Project.
- (j) In addition to the wages paid under this Agreement, Employees on night shift shall be paid a flat loading of 25% of the Ordinary Rate of Pay for each hour worked.

**19 REST PERIODS AND MEAL BREAKS (NON-SHIFT EMPLOYEES)**

- (a) A rest period not exceeding fifteen (15) minutes and without deduction of pay shall be allowed each day at a time determined by the Employer. Where rostered hours are for ten (10) hours or more, then the rest period will be extended to thirty (30) minutes without deduction of pay.
- (b) An unpaid meal break not exceeding thirty (30) minutes duration shall be allowed each day Monday to Friday inclusive. To avoid doubt, the thirty (30) minute meal break shall not be counted as time worked. Where an Employee is required to work overtime on Saturdays, Sundays and Public Holidays, they shall be entitled to a meal break not exceeding thirty (30) minutes paid at their Ordinary Rate of Pay.
- (c) The Employer may stagger the times Employees take rest periods and meal breaks to meet operational requirements of the Project.

## **20 INCLEMENT WEATHER**

- (a) In any situation where weather conditions do or are likely to affect safe work, affected Employees and the Employer shall consult on and seek the best method for completing work safely or shall seek alternate safe work, if available. For the purposes of this clause, an Employee operating machinery fitted with a functional weatherproof cab or otherwise protected from the inclement weather (e.g., work inside buildings or other areas protected from the inclement weather) shall not be deemed to be exposed to inclement weather.
- (b) Inclement Weather shall mean climatic conditions as follows: Rain, Hail, High Winds and/or Fog.
- (c) The intent of the Inclement Weather procedure herein is that where or when applicable, individuals, groups, sections or areas of the workforce on the Project or if possible, all Project Employees will work in dry areas. If it is not possible for all Employees to work, it is accepted that Employees may continue working whilst others are not able to do so.
- (d) It is not the intent or requirement for Employees to work in inclement weather. However, in emergencies work may continue, or as agreed between the Employer and affected Employee/s, or in circumstances where it is agreed that to not move or protect equipment or goods substantial loss may occur. If the Employee is required by the Employer to work in inclement weather, such as in the above circumstance, they shall be paid an additional amount equivalent to the applicable ordinary hourly rate as provided in clauses 7.2 to 7.6 of this agreement for each hour worked.
- (e) Where it is necessary and safe for a spotter to work during a period of inclement weather thereby enabling mobile plant to continue operating, such spotter shall be entitled to payment in accordance with the provisions of Subclause 20(d).
- (f) Employees who are not able to work due to Inclement Weather will be paid the Ordinary Hours they would otherwise have been rostered to work at the Employee's all-purpose ordinary hourly rate.

## **21 CONTRACT OF EMPLOYMENT**

### **21.1 WEEKLY EMPLOYMENT**

- (a) Employees shall be engaged on a full-time, part-time or casual basis. With the exception of casuals, the contract of employment of Employees will be by the week.
- (b) All weekly hired Employees are required to serve a probationary period of four (4) weeks.
- (c) Employees engaged on a part-time basis shall receive the benefits to which they are entitled to under this Agreement on a pro-rata basis including but not limited to paid leave and severance payments.

### **21.2 CASUAL EMPLOYMENT**

- (a) A casual Employee is an Employee who is informed by the Employer on the first day of engagement, that the Employee is a casual and paid as such.
- (b) A casual Employee shall be paid an all-purpose loading of 25% in addition to the Ordinary Rate of Pay for their relevant classifications and is paid in lieu of any entitlements to annual leave, personal leave, public holidays, other paid absences, notice of termination and redundancy.



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- (c) A casual Employee is not entitled to public holidays, annual leave, personal leave or other paid absences.
- (d) Casual Employees shall be paid for a minimum of four (4) hours on each occasion they are required to attend work and present ready willing and able to perform their duties.
- (e) Offers and requests for conversion from a Casual Employee to a Full Time Employee or Part Time Employee are provided in accordance with the NES.

### 21.3 TERMINATION OF EMPLOYMENT

- (a) Employees, other than a casual Employee, may terminate their employment with the Employer by providing one (1) week's notice of termination or shall forfeit one (1) week's wages.
- (b) A casual Employee shall be required to provide the Employer seven and one-fifth (7.2) hours' notice or seven and one-fifth (7.2) hours' pay in lieu.
- (c) The Employer shall provide notice of termination of employment to the Employee in accordance with the following scale:

Period of Continuous Service	Period of Notice
Casual Employee	7.2 hours
First 12 months	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (d) The period of notice for weekly hire Employees is increased by one (1) week in the event the Employee is over forty-five (45) years old and has completed at least two (2) years continuous service with the Employer.
- (e) The Employer may either require the Employee to work out the notice period or make payment in lieu of notice not provided. Payment shall be the amount the Employer would have been liable to pay to the Employee had the Employee continued to work in accordance with the hours they would have worked until the end of the minimum period of notice.
- (f) If an Employee, who is at least eighteen (18) years old, does not provide the Employer with the minimum notice period set out in subclause 21.3 (a) above, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one (1) week's wages for the Employee.
- (g) Notwithstanding the period of notice in subclause 21.3(c), the Employer has the right to summarily dismiss an Employee for reasons of serious misconduct or similar behaviour, and under such circumstances, the Employee will be paid up to and including the last day of work only.

### 21.4 GENERAL CONDITIONS

- (a) The Employer is entitled to not make payment for any day, or part day, the Employee cannot be usefully employed because of:
  - (i) Industrial action (other than industrial action organized or engaged in by the Employer);

- (ii) A Breakdown of machinery or equipment, if the Employer cannot be reasonably held responsible for the breakdown;
  - (iii) A Stoppage of work for any cause which the Employer cannot reasonably be held responsible; or
  - (iv) Any other reason the Employer cannot be reasonably held responsible.
- (b) With the exception of authorised absences, the Employer is under no obligation to pay for any day not worked by an Employee.
- (c) If an Employee has three (3) consecutive days of unauthorised absence from work without explanation, the Employer shall make reasonable efforts to contact the Employee. If the Employer is unable to make contact with the Employee, then the Employer may consider that the Employee has abandoned their employment. In such circumstances, the Employee may be subject to disciplinary action, up to and including termination of employment.

## **22 SUPERANNUATION**

- (a) The Employer shall make superannuation contributions on behalf of Employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time, into an Employee's nominated and compliant superannuation fund.
- (b) If no fund has been nominated by the Employee within 14 days of the commencement of their employment, or the Employer cannot pay contributions into the Employee's nominated fund, contributions will be paid into the Employee's stapled fund, if the Employee does not have a stapled fund, the Employer will make these payments into the Employer's default superannuation fund which:
- (i) offers a MySuper product;
  - (ii) is an exempt public sector scheme; or
  - (iii) is a fund of which a relevant Employee is a defined benefit member.
- (c) Under legislation, Employees are entitled to choose the complying superannuation fund into which their superannuation contributions are paid. If Employees want to exercise this choice, they must return the paperwork required by the Employer to Payroll.
- (d) The Employer will only make superannuation contributions to one superannuation fund for each Employee. This requirement applies to contributions required by legislation, any additional company contributions payable where the Employee has elected to make personal contributions, and the amount of any personal contributions, including additional voluntary contributions, the Employee may wish to make to their chosen fund..

## **23 PAYMENT OF WAGES**

- (a) Wages shall be paid weekly on the day nominated by the Employer by electronic funds transfer into an Employee's Australian financial institution account.
- (b) Wages shall be paid in arrears.

**24 ANNUAL LEAVE**

- (a) An Employee (other than a continuous shift worker) shall be entitled to four (4) weeks of annual leave for each year of service. Annual leave shall accrue on a pro rata basis at the rate of 2.769 hours for each week of continuous service on the Project in accordance with the Employee's Ordinary Hours of work.
- (b) A continuous shift worker shall be entitled to five (5) weeks of annual leave or each year of service. For the purpose of this clause and the NES, a continuous shift worker means an Employee engaged to work in a system of consecutive shifts throughout the twenty-four (24) hours of each of at least six (6) consecutive days without interruptions (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.
- (c) For the purpose of this clause, time not worked due to authorised absences such as personal leave, annual leave, bereavement leave, community services leave, domestic violence leave, public holidays and workers' compensation to a maximum of two (2) weeks and R&R shall count as continuous service.
- (d) Before going on leave, the Employee shall be paid:
  - (i) Their Ordinary Rate of Pay for the Ordinary Hours (up to a maximum of thirty-six (36) per week) they would have worked but for proceeding on annual leave,
  - (ii) A loading of 17.5% calculated on the Employee's Base Rate of Pay.
- (e) Annual leave may be taken for a period as agreed between the Employer and the Employee.
- (f) If a public holiday is observed on an ordinary working day during the period of annual leave, that day will not be counted as annual leave.
- (g) At time of termination, all untaken accrued annual leave will be paid out, provided that in the case of termination on account of misconduct, loading is not payable.
- (h) The provisions of this clause will not apply to casual Employees.

**25 ANNUAL CLOSE DOWN**

- (a) The Employer may close the Project or part of the Project or reduce the number of Employees on the Project so that all or most Employees take annual leave over the same period.
- (b) The Employer shall provide one (1) months' notice to the affected Employees.
- (c) When the Employer informs an Employee they are required to take leave in accordance with subclause 25(a) of this Agreement, the Employee is required to take accrued annual leave in the first instance. Where the Employee has insufficient leave accrued to cover the duration of the close down period, the Employee shall be required to take unpaid leave.
- (d) If an Employee has insufficient service to have accrued annual leave that is equal to the leave given under subclause 25(a) of this Agreement, the Employee shall not be entitled to work or pay whilst other Employees are on leave.

## 26 PUBLIC HOLIDAYS

- (a) Employees are entitled to the following days which will be observed as holidays without deduction of ordinary hours' pay:
- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Sunday
  - Easter Monday
  - Anzac Day
  - Labour Day
  - WA Day
  - Sovereign's Birthday (as gazetted)
  - Christmas Day
  - Boxing Day
- (b) provided that, if any other day declared by or under a law of a State or Territory is generally observed in a locality as an additional day or as a substitute day for any of the said holidays, the additional day will also be observed or the day so substituted will be observed.

## 27 PERSONAL LEAVE

### 27.1 GENERAL CONDITIONS

- (a) An Employee shall accrue paid personal leave progressively during each year of service at the rate of ten (10) days (72 hours) per year.
- (b) Personal leave is to be paid for the Ordinary Hours of work the Employee would have reasonably been expected to work and shall be paid at the Ordinary Rate of Pay.
- (c) Personal leave that is accrued but not taken will accumulate.
- (d) For the purpose of this clause 27, "Employee's immediate family" means any of the following:
- (i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (e) The provisions of this clause 27 shall not apply to a casual Employee.

### 27.2 SICK LEAVE

- (a) An Employee who is unable to attend or remain at work on account of personal illness or injury will be entitled to take accrued personal leave for this absence in accordance with the provisions of this clause.
- (b) If an Employee is absent for the reason of personal illness or injury for a period longer than their entitlement to paid personal leave, the Employee is not entitled to payment for the absence.

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- (c) An Employee will, as soon as reasonably practicable and other than in extraordinary circumstances, within four (4) hours of the commencement of sick leave, inform the Employer of the Employee's inability to attend and the estimated duration of the absence.
- (d) Where requested by the Employer, an Employee must provide a medical certificate from a registered health practitioner if it is reasonably practicable to do so, or if it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration must be provided. The medical certificate or statutory declaration must state that the Employee was unfit for work during the period because of personal illness or injury.
- (e) If the Employee does not satisfy the criteria set out in this clause, the Employee's personal leave application will not be approved, and the leave will be unauthorised and unpaid.
- (f) On lawful termination of employment, except where an Employee is dismissed for serious misconduct, an Employee with paid personal leave which has accrued during the course of employment on the Project and not taken, will be paid the amount of outstanding personal leave hours at the ordinary rate of pay for the Employee's classification.
- (g) An Employee will not be entitled to paid personal leave for any period that the Employee is entitled to payment under the *Workers' Compensation and Injury Management Act 1981* (WA).

### 27.3 PAID CARER'S LEAVE

- (a) An Employee is entitled to take accrued personal leave to provide care or support to a member of their immediate family or household because of:
  - (i) personal illness or injury of a member; or
  - (ii) an unexpected emergency affecting a member.
- (b) The Employee shall provide the Employer notice of the requirement and reasons for taking carer's leave as soon as reasonably practicable.
- (c) In the case of care because of an illness or injury, the Employee will provide a medical certificate or statutory declaration. In the case of an unexpected emergency, the Employee will provide a statutory declaration. The medical certificate or statutory declaration must state that the person concerned was ill or injured during the period, or that there was an unexpected emergency affecting the person.
- (d) If the Employee does not satisfy the criteria set out in this clause, the Employee's personal leave application will not be approved, and the leave shall be unauthorised and unpaid.

### 27.4 UNPAID CARER'S LEAVE

- (a) Where an Employee is not entitled to paid carer's leave, the Employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of their immediate family or household requires care or support because of a personal illness or injury or an unexpected emergency.
- (b) Employees shall be required to provide the Employer with evidence in accordance with subclause 27.3(c) of this Agreement.

- (c) If the Employee does not satisfy the criteria set out in this clause, the Employee's absence shall be unauthorised.

## **28 PARENTAL LEAVE**

An Employee may be entitled to unpaid parental leave in accordance with the *Fair Work Act 2009 (FW Act)*.

## **29 COMPASSIONATE LEAVE**

- (a) An Employee is entitled to take up to two (2) days compassionate leave when a member of the Employee's immediate family (as defined in subclause 27.1(d)) or household contracts or develops a personal injury or illness that poses a serious threat to their life or dies, or a baby in an Employee's immediate family or household is stillborn, or an Employee, or their spouse or de-facto partner, experiences a miscarriage.
- (b) The entitlement may be taken in a single unbroken period of two (2) days or as two (2) separate periods of one (1) day or as agreed by the Employer and Employee.
- (c) The Employee is to be paid for any period of paid compassionate leave the amount the Employee would reasonably have expected to be paid had they worked during the period.
- (d) The Employer may require the Employee, as a condition of payment, to provide the Employer with reasonable evidence of the injury, illness, death, stillbirth or miscarriage.
- (e) The Employee is required to notify the Employer as soon as reasonably practical of their intention to take compassionate leave.
- (f) Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been working on site and will not be granted in any case where the Employee concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, R&R, authorised absence, workers' compensation, leave without pay or on a public holiday.
- (g) A casual Employee is entitled to unpaid compassionate leave in accordance with the terms of this Subclause.

## **30 COMMUNITY SERVICE LEAVE**

An Employee (including a casual Employee) is entitled to community service leave, in accordance with the National Employment Standard and relevant State Legislation, to attend:

- (a) jury service; or
- (b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- (c) Employees are required to notify the Employer as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence. Further, the Employee will provide the Employer all the necessary information to administer this clause.
- (d) To be entitled to community service leave, Employees must provide proof to satisfy a reasonable person that he she has been / will be engaged in an eligible community service activity. For Employees on jury service, they are also required to provide an attendance certificate.

### 31 LONG SERVICE LEAVE

Long service leave will be paid in accordance with the relevant legislation.

### 32 FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) This clause applies to all Employees, including casuals.
- (b) In this clause:
  - (i) Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that seeks to coerce or control the person and causes the person harm or to be fearful.
- (c) Close relative means:
  - (i) A person who is a member of the Employee's immediate family; or
  - (ii) A person who is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (d) Immediate family means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (e) An Employee is entitled to ten (10) days' 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; and
  - (ii) the leave does not accumulate from year to year; and
  - (iii) is available in full to part-time and casual Employees.
- (f) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:
  - (i) is experiencing family and domestic violence; and
  - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (g) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- (h) An Employee must give their Employer notice of the taking of leave. The notice:
  - (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) must advise the Employer of the period, or expected period, of the leave.

- (i) An Employee who has given their Employer notice of the taking of this leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 32(f).

### **33 REDUNDANCY / SEVERANCE**

- (a) An Employee who ceases employment on the Project for any reason other than termination due to misconduct shall be entitled to a severance payment which shall be calculated at a rate of one and three-quarters (1.75) times their ordinary hourly rate of pay for each week of completed service.
- (b) The severance payment shall accrue weekly and be paid out to the Employee at the completion of the Employee's term on the Project.
- (c) An Employee who terminates their employment before the completion of four (4) weeks continuous service will not be entitled to the provisions of this clause.
- (d) For the purpose of this clause, a Completed Week of Service includes time not worked due to annual leave, paid personal leave (including sick and carers leave), compassionate leave, jury service, public holidays, RDO'S and workers compensation to a maximum of two (2) weeks.

### **34 DISPUTE RESOLUTION PROCEDURE**

- (a) If a dispute relates to:
  - (i) A matter arising under this Agreement; or
  - (ii) The NES

This term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) If an Employee(s) wishes to raise an issue, the Employee(s) concerned must first meet and confer with their immediate supervisor who shall take reasonable steps to resolve it.
- (d) If the issue is not resolved, the Employee(s) is entitled to raise the issue superintendent who shall take all reasonable steps to resolve it.
- (e) If the Employee(s) issue remains unresolved, the Employee(s) may refer it to the site manager, or an Employer nominated representative.
- (f) Sensible time limits must be allowed for completion of the various stages of discussion. However, the participants must co-operate to ensure that the procedures in this clause are carried out as quickly as possible.
- (g) Where the above procedures have been complied with but do not resolve the dispute, either the Employer or the Employee(s) involved may refer the dispute to the FWC under the FW Act.
- (h) Where a dispute is referred to the FWC, the FWC may, unless satisfied that it would not assist the resolution of the dispute, endeavour to resolve the dispute by conciliation.
- (i) In conciliation:



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- (i) FWC may confer with the participants and/or their representatives separately and/or together and may arrange for the participants and/or their representatives to confer among themselves at conferences at which the FWC is not present;
- (ii) if the Employer and Employee(s)/s concerned agree, FWC may, if it considers it appropriate, issue a recommendation. Provided that before FWC may issue a recommendation the Employer, the Employee/s concerned, and their representatives must agree to implement or abide by the recommendation.
- (j) Where the Employer and Employee(s) concerned agree, the FWC may arbitrate the matter or matters in dispute. Provided that before the FWC may arbitrate the matter or matters in dispute the Employer, the Employee(s) concerned, and their representatives must agree to implement or abide by the outcome of the arbitration.
- (k) In any arbitration the FWC may, unless the Employer and Employee(s) concerned agree otherwise, have regard to anything said or done in the conciliation process.
- (l) Where the FWC is empowered to make a recommendation or to arbitrate the matter, the FWC may request information and submissions in writing and may issue a recommendation or decision based on that written material.
- (m) The Employer and Employee(s) concerned may be represented in any FWC proceedings.
- (n) The FWC may dismiss a matter at any time if it forms a view that:
  - (i) the matter is trivial or frivolous;
  - (ii) the matter is incapable of resolution within a timeframe the FWC considers reasonable, or
  - (iii) the person who referred the matter to the FWC is acting unreasonably in failing to resolve the dispute.
- (o) Whilst the procedures in this clause are being followed, the Employee(s):
  - (i) must continue to work in accordance with this Agreement and their contract/s of employment, unless that Employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) must comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.
- (p) Whilst the procedure set out in this clause 34 is being followed, the Employer, the Employee(s) concerned and their representatives must be committed to avoiding stoppages of work, lockouts or other bans or limitations on the performance of work and the Employer will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

### **35 PROVISION OF PROTECTIVE CLOTHING AND SAFETY FOOTWEAR**

- (a) Upon commencement of employment on the site or as soon as practicable thereafter, each Employee (except for a casual Employee whose employment is not expected to exceed four (4) weeks) shall be issued with the following protective clothing and equipment:

- (i) four (4) sets of clothing consisting of four (4) shirts (collar/sleeves) and four (4) trousers or four (4) pairs of overalls;
  - (ii) one (1) pair of approved safety footwear;
  - (iii) one (1) pair of approved safety glasses (either tinted or non-tinted Employee choice); and
  - (iv) one (1) safety helmet.
- (b) The Employer shall also make available sunscreen, hearing protection and gloves.
- (c) Replacement shall be on a fair wear and tear basis provided the worn-out item is returned when seeking replacement.
- (d) A casual Employee whose employment is not expected to exceed four (4) weeks shall be issued with the same clothing as other Employees except that casual Employees shall receive two (2) shirts and two (2) pants or two (2) pairs of overalls.
- (e) Employees, including a casual Employee, who have had at least two (2) weeks continuous service on site between the months of April and September shall be issued by the Employer with a one (1) off winter or waterproof jacket as soon as it is practical to do so, but by no later than 1 April each year, provided the Employee has not received a jacket from the Employer on site or elsewhere of an equivalent standard within the last six (6) months.
- (f) The Employer shall reimburse the cost of one (1) pair of prescription safety glasses where they are required by an Employee upon production of evidence of purchase.

### **36 CYCLONE PROCEDURE**

- (a) The following shall apply when, because of a cyclone, the Employer stands down Employees employed under this Agreement.
- (b) Each Employee who:
- (i) At the commencement of the cyclone period reports for and remains at work until otherwise directed by the Employer at the commencement of the cyclone stand down period;
  - (ii) And following the "all clear" resumes duty in accordance with the direction of the Employer; and
  - (iii) During the cyclone stand down period, the Employee is ready, willing and available to present for work if required to do so by the Employer shall be paid for the normal rostered Ordinary Hours and overtime hours occurring during the stand down.
  - (iv) 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 would have been earned on that shift but for the stand down.
- (c) An Employee who, on any day during the cyclone stand down is required for work and is requested to do so by the Employer and is not willing or available to work when so requested is not entitled to pay for that day.

- (d) 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 shall be paid for all time worked at single time in addition to the rate they would have received other than for the cyclone.
- (e) After the "all clear" has been given each Employee will be notified by the Employer of:
  - (i) the time at which normal operations are to resume; and
  - (ii) the time at which Employees are to resume work,

An Employee who does not present for work at the time required by the Employer is in respect of that day, entitled to payment for time worked only.
- (f) Where, on the day following the resumption of normal operations or on any subsequent day an Employee cannot, because of damage caused to the operations by the cyclone be usefully employed, the Employer may stand the Employee down without pay.
- (g) 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 seven and one-fifth (7.2) hours at their Ordinary Rates of Pay per day to a maximum of three (3) days.
- (h) If an Employee is demobilised to their point of hire and is requested to hold themselves in readiness the Employee shall be paid seven and one-fifth (7.2) hours at their Ordinary Rates of Pay per day up to a maximum of three (3) days.
- (i) The above provisions do not prevent the Employer from terminating the employment of an Employee due to the inability to provide useful work as a result of a cyclone or a natural cessation of their role on the Project in accordance with subclause 21.3 of this Agreement.

### **37 INCOME PROTECTION INSURANCE**

- (a) The Employer will provide at no cost to the Employee, income protection insurance for the duration of their time on the Project in accordance with the Employer's existing practices and policies on this issue and as set out below:
  - (i) cover for 100% of an Employee's average earnings to a maximum of \$1,800.00 per week for one hundred and four (104) weeks applying to personal injury or sickness (other than illnesses or injuries not covered by the Employer's policy);
  - (ii) an excess (waiting) period of fourteen (14) days (except sporting injuries – twenty-eight (28) days) applying to personal injury or sickness;
  - (iii) the General Insurance Code of Practice shall apply including operation of a claims review panel run by the Insurance Enquiries and Complaints Ltd;
  - (iv) a requirement that claimant Employees undertake reasonable rehabilitation programs as directed by the Employer and/or the insurer;
  - (v) the Income Protection Insurance will not include workers' compensation top up or lump sum benefits; and
  - (vi) all Employees making a claim for a period of absence may be reviewed immediately and thereafter on a regular basis as requested by the employer nominated medical examiner.

- (b) The cost to the Employer will not exceed 1.8% (exclusive of GST and stamp duty) of Employees' gross earnings.
- (c) Where an Employee is in receipt of income protection insurance payments they will not be entitled to any other payments under this Agreement.

### **38 CONSULTATION TERM**

- (a) This term applies if the Employer:
  - (i) has made a definite decision to introduce a major change to production, program, organization, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (ii) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

#### **Major Change**

- (b) For a major change referred to in paragraph (a)(i):
  - (i) The Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (ii) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the Employees; and
    - measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - all relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the Employees; and
    - any other matters likely to affect the Employees.

- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their nominated representative.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term of 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 subclauses 38(b), (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on Employees* if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.
- (j) In this term, *relevant Employees* means the Employees who may be affected by the major change.

### **39 FLEXIBILITY TERM**

- (a) An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the Agreement deals with 1 or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - leave loading; and
  - (ii) 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); and
  - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the FW Act; and
  - (ii) are not unlawful terms under section 194 of the FW Act; and

- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and Employee;
  - (iii) 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
  - (iv) includes details of:
    - the terms of the Agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - 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
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
  - (ii) If the Employer and Employee agree in writing — at any time.

#### **40 DELEGATES' RIGHTS**

- (a) On 7 December 2023, the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023* was passed by both Houses of Parliament and received Royal Assent on 14 December 2023.
- (b) Among other things, this requires the FWC to design and insert a new delegates' rights term into all Modern Awards, and that all enterprise agreements approved after 1 July 2024 contain a delegates' rights term.
- (c) Notwithstanding that there is no applicable delegates' rights term at the time of making or approving this agreement, the Parties agree that the delegates' rights term as designed and inserted into the Building and Construction General On-site Award 2020 by the FWC, as may be amended from time to time, will be incorporated into this agreement from the time the clause is inserted into that award.

**41 SIGNATURES**

**EMPLOYER SIGNATURE**



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Signature of authorised person

ANDREA GIAMMO

---

Name of authorised person

GENERAL MANAGER - WA, SA & NT BU

---

Position of authorised person

202 PIER STREET, EAST PERTH, WA 6000

---

Address

10 APRIL 2024

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Date

Note: the above person is authorised by the Employer to sign the Agreement on its behalf.

UNION SIGNATURE

Bradley Gandy  
Signature of authorised person

Bradley Gandy  
Name of authorised person

WA Branch Secretary  
Position of authorised person

C/o 3/25 Barrack Street, PERTH WA 6000  
Address

27 March 2024  
Date

Note: the above person is authorised by the Union to sign the Agreement on its behalf.



## APPENDIX ONE: CLASSIFICATION DEFINITIONS

### CW1

General construction labouring and cleaning duties

Assists Employees at higher classification levels, including tradesmen

Uses handheld grinding machines

Fencer

Landscape Labourer

Chainperson

Concrete Pump Line Hand

On site vehicle operator – flat tray truck

Surveyors' assistant

NDT Technical Assistant

Brush Hand

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

Operates hand-controlled roller

Concrete Workers

### CW2

Power Driven Saw Operator

Undertakes spotter's duties and traffic control for mobile equipment

On site concrete batching plant operator

Onsite vehicle operator – concrete agitator truck

Sheetmetal Worker (2nd Class)

Forklift operator

Steel-fixer (includes tack welding steel reinforcement)

Concrete finisher

Concrete Tester

Hoist or winch operator

On site vehicle operator - Articulated truck

Scaffolder

Storeperson

Power driven Saw Operator

**CW 3**

Crawler tractor with power operated attachments (up to and including 2000 kg shipping mass) operator

Pneumatic tyred tractor with power operated attachments (up to and including 15 kw net engine power) operator

Roller vibrating (under 4 tonnes) operator

Roller under 8 tonnes operator

Trenching machine (small Ditch-Witch type)

Mobile Line Pump Operator

Mobile Hydraulic Platform Operator

Rigger

Dogger

Drainer

Mobile Concrete Line Pump

Concrete Finisher (Powered)

NDT Technician Level 2 (as defined by AS 3998-1992)

**CW4**

Concrete Boom Pump Operator

Crawler tractor with powered operated attachments (above 2000 kg mass up to and 15000 kg mass) operator

Dumper, rear and bottom, (above 2 cubic metres, up to and including 30 cubic metres struck capacity) operator

Grader (below 35 kw net engine power) operator

Pile Driver

Forklift (telescopic boom) operator

Trenching machine (bigger than a Ditch Witch) operator

Loader, front end up to 2.25 cubic metres, operator

Skid Steer (up to 65hp) operator

Excavator (up to and including 0.5 cubic metres struck capacity) operator

Pneumatic tyred tractor with power operated attachments (above 15kw up to and including 150kw net engine power) operator

Roller (8 tonnes and above) operator

Scraper (up to 10 cubic metres struck capacity) operator

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Crawler loader (up to and including 15000kg mass) operator

Grader (35kw up to and including 96kw net engine power) operator

### CW5

Crawler loader (above 15000kg mass, up to and including 60000kg mass) operator

Crawler tractor with powered attachments (above 15000 kg) operator

Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity) operator

Excavator (above 0.5 cubic metres capacity) operator

Pneumatic tyred loader (over 105 kw up to and including 500 kw net engine power) operator

Pneumatic tyred tractor with power operated attachments (above 110 brake power) operator

Scraper (10 cubic metres struck capacity and above) operator

Forklift (48kw and above to 220kw) operator

Trenching machine (larger than CW4) operator

Loader, front end (48kw and above to 370kw) operator

Skid Steer (48kw and above) operator

Grader (96kw above to 148kw net engine power) operator

### CW6

Tractor (from 370kw up to 450kw)

Dumper, rear and bottom (from 100 cubic metres struck capacity), operator

Loader, front end (from 370kw up to 450kw), operator

## ELECTRICAL CLASSIFICATION DESCRIPTORS

An **Electrician Special Class** is an Electrical Tradesperson who:

- (a) has successfully completed a Post Trade Certificate or nine (9) appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology; or their equivalent;
- (b) has successfully completed an AQF Certificate Level IV in Electrotechnology, or
- (c) has acquired the same standard of skills through other means including a minimum of two (2) years' experience in the industry; and
- (d) is employed to use the skills acquired through the training and/or experience specified.

An **Instrument Fitter** is an Electrical Tradesperson who:

- (a) successfully completed three (3) appropriate training modules or thirty-three (33) per cent of the Electrical Special Class qualification specified above; or
- (b) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the award; and

**CPB PROJECTS PTY LTD BHP WESTERN RIDGE CRUSHER PROJECT AGREEMENT 2024**

- (c) acquired an equivalent standard of skills as defined in subclause (a) above through other means including a minimum of one (1) year's experience as an Electrical Tradesperson; or
- (d) is employed to use the skills acquired through the training or experience specified.

**APPENDIX TWO: POINT OF HIRE**

‘Point of Hire’ may include the following but only where there is a direct flight to and from Perth Airport to the listed regional airport below:

- Adelaide;
- Brisbane;
- Canberra;
- Darwin;
- Hobart;
- Melbourne;
- Perth; and
- Sydney;
- Albany;
- Albury/Wodonga;
- Cairns;
- Coolangatta;
- Gladston
- Mackay;
- Mildura
- Newcastle
- Rockhampton
- Townsville;
- Whyalla and
- Wollongong.

‘Point of Hire’ may include Busselton where there is an accessible direct flight to and from Newman: