

INFRASTRUCTURE VICTORIA PLANT DEPOT AGREEMENT 2024 – 2028

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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 persons who are engaged by John Holland Pty Ltd at the Infrastructure Victoria Plant Depot 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 8pm.

“Agreement” means the Infrastructure Victoria Plant Depot Agreement 2024 - 2028.

“Apprentice” means a person defined as an Apprentice by the Education and Training Reform Act 2006 (Vic).

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

“Commencement date” means the seventh day after the Agreement has been formally approved by 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 employer) and who is regularly rostered to work those shifts, and who regularly works on Sundays and public holidays.

“Day Worker” means an Employee engaged to commence work between 5am and up to 12 midday.

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

“FWC” means *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 8pm and before 5am.

“WHS” means Workplace Health and Safety.

“Ordinary Hours” means the ordinary hours that the Employee is required to work, being 7.2 hours per day, from Monday to Sunday inclusive, and which shall average 36 hours

per week over a 52-week period. However, ordinary daily hours and/or shifts of longer than 7.2 hours may be worked (see Clause 18).

“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.

“Shift Worker” means an Employee engaged on either Night Shift or Afternoon Shift for five or more continuous shifts.

“Trainee” means a person defined as a trainee by the Education and Training Reform Act 2006 (Vic).

“Wage Rate” means the Employee’s basic hourly rate of pay as set out in Clause 14 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 four 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 parties 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 contract 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;
- (v) leave loading; and

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.

The Company must ensure that the terms of the individual flexibility arrangement:

8.1.4 are about permitted matters under section 172 of the Fair Work Act 2009; and

8.1.5 are not unlawful terms under section 194 of the Fair Work Act 2009; and

8.1.6 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.

The Company must ensure that the individual flexibility arrangement:

8.1.7 is in writing; and

8.1.8 includes the name of the Company and Employee; and

- 8.1.9 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 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.

8.2 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Company or Employee may terminate the individual flexibility arrangement:

- 8.2.1 by giving no more than 28 days' written notice to the other party to the arrangement; or
- 8.2.2 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, in writing, to the Relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 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, organization, 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.

Full-time Employees

10.1.1 A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Company.

Part-time Employees

10.1.2 Subject to the provisions of this Clause, Part-time Employees may be engaged on such hours and terms as are advised to the Employee. All entitlements for part-time Employees under this Agreement shall be pro-rated in accordance with their ordinary hours of work.

- 10.1.3 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).

Casual Employment

- 10.1.4 A casual Employee is an Employee who is engaged and paid as such. 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
- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 Where any above Agreement payments and/or conditions are made and/or provided to an Employee these additional payments and/or conditions shall be received by an Employee in satisfaction of any and/or all entitlements and allowances and/or conditions which might otherwise apply to the employee under this Agreement. 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 for those entitlements.
- 10.1.8 A casual Employee who has been engaged by the Company on a regular and systematic basis for a period of 6 months is eligible to request conversion to fulltime or part-time employment.
- 10.1.9 The casual Employee must make the request to convert to full-time or part-time employment to the Company in writing.
- 10.1.10 If the Employee requests to have his or her employment converted to full-time or part-time employment, the Company must not unreasonably refuse this request.
- 10.1.11 The Company will provide a written response to the Employee's request within 1 week, and if the response is a refusal, the reasons for the refusal will be stated.
- 10.1.12 If the casual Employee does not exercise his or her entitlement to request conversion to full-time or part-time employment, the employment relationship will proceed on a casual basis.

11. PROBATIONARY PERIOD

- 11.1 The Employee's employment with the Company will be subject to a six-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. TRAINEESHIPS

- 12.1 As part of its commitment to the long-term future of the industry, the Company may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- 12.2 A Certificate II traineeship shall be of 2 years duration and shall consist of no less than 16 modules.
- 12.3 A Certificate III traineeship shall be of 3 years duration and shall consist of no less than 24 modules.
- 12.4 Trainees shall be required to complete the full 2 or 3 years of the traineeship.
- 12.5 Trainees shall be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table. No other allowances are paid to trainees.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	70% of Relevant Wage Rate
	12 months or more and satisfactory completion of required units of competency	80% of Relevant Wage Rate
	On completion	Relevant Wage Rate
Certificate III	Less than 12 months	70% of Relevant Wage Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	80% of Relevant Wage Rate
	24 months or more and satisfactory completion of required units of competency	90% of Relevant Wage Rate
	On completion	Relevant Wage Rate

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

13. CLASSIFICATION STRUCTURES

- 13.1 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.

13.2 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.

14. WAGE RATES

14.1 The Wage Rates for each classification are as prescribed in Clause 13.4. 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.

14.2 All increases under this Agreement will apply on and from the first full pay period after the specified date

14.3 As agreed between the Employer and Employees, wage rates outlined in Clause 13.4 will be honoured and back paid to Employees for work performed from 01 January 2024. This will be paid upon commencement of the Agreement.

14.4 Wage Rates for Employees are as follows:

Current Award Classification	Agreement Classification	Hourly Rate 1 Jan 2024	Hourly Rate 1 Jan 2025	Hourly Rate 1Jan 2026	Hourly Rate 1 Jan 2027
		5% increase	5% increase	5% increase	5% increase
Engineering / Production Employee – Level I (includes General Labourer)	C14 (78%)	\$37.57	\$39.45	\$41.42	\$43.49
Engineering / Production Employee – Level II (includes General Labourer)	C13 (82%)	\$39.49	\$41.47	\$43.54	\$45.72
Engineering / Production Employee – Level III (includes Plant Operator, Storeman)	C12 (87.4%)	\$42.09	\$44.20	\$46.41	\$48.73
Engineering / Production Employee – Level IV (includes Rigger, Plant Operator, Team Leader, in charge of store)	C11 (92.4%)	\$44.51	\$46.73	\$49.07	\$51.53
Engineering Tradesperson Level I (includes Fitter, Turner, Boilermaker, Welder 1 st Class)	C10 (100%)	\$48.16	\$50.57	\$53.10	\$55.76
Engineering Tradesperson – Level II Engineering Technical Level I	C9 (105%)	\$50.57	\$53.10	\$55.75	\$58.54
Engineering Tradesperson – Special Class Level I Engineering Technical Level II	C8 (110%)	\$52.98	\$55.63	\$58.41	\$61.33
Higher Engineering Tradesperson and Special Class Level II	C7 (115%)	\$55.63	\$58.41	\$61.33	\$64.40

14.5 All Apprentices shall be paid in accordance with the following table:

Level	Percentage of Relevant Wage Rate of Engineering Tradesperson – Level 1
First year of apprenticeship	55%
Second year of apprenticeship	65%
Third year of apprenticeship	75%
Fourth year of apprenticeship	90%

15. LEADING HAND ALLOWANCE

- 15.1 Where Employees are appointed by the Company to be in charge of other Employees the following all-purpose payments shall be made per week worked in such capacity:

Leading Hand Level	Number of Employees being Coordinated and Directed	First full pay period on or after approval of the Agreement by the FWC	1 Jan 2025	1 Jan 2026	1 Jan 2027
1	1 - 5	\$48.91	\$49.89	\$50.88	\$51.90

16. MEAL ALLOWANCES

- 16.1 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 shall be paid per day to the affected Employee based on the amount below:

First full pay period on or after approval of the Agreement by the FWC	1 Jan 2025	1 Jan 2026	1 Jan 2027
\$17.11	\$17.45	\$17.80	\$18.16

- 16.2 The decision to provide a meal or make a payment pursuant to Clause 16.1 will be at the discretion of the Company.
- 16.3 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.

17. SUPERANNUATION

- 17.1 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.
- 17.2 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:
- 17.2.1 the arrangement complies with relevant legislation and Company policy as amended from time to time;
 - 17.2.2 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;
 - 17.2.3 the superannuation fund is a complying superannuation fund; and
 - 17.2.4 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.

18. HOURS OF WORK

- 18.1 The Ordinary Hours of work for Day Workers shall be 7.2 hours per day Monday to Sunday and shall average 36 hours per week over a four (4) week period.
- 18.2 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.
- 18.3 Ordinary Hours worked on weekends shall be paid as follows:
- 18.3.1 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;
- 18.3.2 On Saturday after 12.00pm: at double the Employee's Wage Rate for all Ordinary Hours worked;
- 18.3.3 On Sunday: at double the Employee's Wage Rate for all Ordinary Hours worked;
- 18.3.4 Provided that such Ordinary Hours worked in accordance with Clause 18.3:
- (a) shall be counted toward an Employee's average hours per four (4) week period; and
 - (b) the rates in Subclauses 18.3.1, 18.3.2 and 18.3.3 apply in lieu of any applicable shift loading.
- 18.4 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.
- 18.5 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.

19. ROSTERED DAYS OFF

- 19.1 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 7.2 per day over five (5) days plus accrual towards an RDO. This Clause does not apply to Employees rostered under Clause 18.2.
- 19.2 **Accrual of RDO for 36 Hour Week**
- 19.2.1 The ordinary working hours shall be 8 hours per day, with the first 0.8 of an hour of each working day accruing as an RDO entitlement in accordance with this Clause.
- 19.3 All RDO hours shall be accrued, banked and paid at the Employee's Wage Rate and applicable all-purpose allowances.
- 19.4 Unless otherwise agreed with an Employee, the following will occur in respect of RDOs:

- 19.4.1 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;
 - 19.4.2 where an Employee requests to take more than 7.2 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; and
 - 19.4.3 Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination.
- 19.5 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.
- 19.6 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.

20. SHIFT WORK

- 20.1 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.
- 20.2 The Ordinary Hours for Shift Workers are an average of 36 ordinary hours per week averaged over a four (4) week period Monday to Sunday inclusive.

21. SHIFT LOADING

- 21.1 Shift Workers will be paid the following rates for Ordinary Hours Worked:
 - 21.1.1 Afternoon Shift – Wage Rate plus 15% of the Wage Rate
 - 21.1.2 Night Shift – Wage Rate plus 30% of the Wage Rate
 - 21.1.3 Night Shift – Wage Rate plus 100% of the Wage Rate where an Employee is required to work on a site/ project other than their workshop
- 21.2 Shift loading shall not apply to shift work performed on a Saturday or Sunday.
- 21.3 Where an Employee works for less than five continuous shifts, double the Wage Rate will be payable in lieu of the applicable shift loading.
- 21.4 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.

22. OVERTIME

- 22.1 All time worked in excess of an Employee's Ordinary Hours, shall be overtime.
- 22.2 Overtime for Day Workers, and Shift Workers working on a Day Shift, shall be paid at the following rates:

- 22.2.1 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.
- 22.2.2 After 12.00pm on Saturday and on Sunday: double the Employee's Wage Rate.
- 22.3 All Overtime worked when an Employee is on Night Shift will be paid at double the Employee's Wage Rate.
- 22.4 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.

23. REST PERIOD AFTER OVERTIME

- 23.1 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.
- 23.2 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.
- 23.3 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:
 - 23.3.1 for the purpose of changing shift rosters;
 - 23.3.2 where a Shift Worker does not report for duty; or
 - 23.3.3 where agreement is reached between the Shift Worker and the Company.

24. MEAL AND REST BREAKS

- 24.1 Day Workers and Shift Workers working more than five (5) Ordinary Hours each day shall be entitled to one daily:
 - 24.1.1 paid rest break of 20 minutes in duration; and
 - 24.1.2 an unpaid meal break of 30 minutes in duration.
- 24.2 Day Workers and Shift Workers who are required to work overtime Monday to Friday shall be entitled to:
 - 24.2.1 a paid meal break of 30 minutes where an Employee is required to work more than two (2) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break; and
 - 24.2.2 a further paid meal break of 30 minutes where an Employee is required to work more than five (5) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break.
- 24.3 Employees who are required to work more than five (5) hours of overtime (not including breaks) in any one day on a Saturday or Sunday where work is scheduled to continue after the break shall be entitled to:

- 24.3.1 a paid rest break of 20 minutes in duration; and
 - 24.3.2 a paid 30-minute meal break; and
 - 24.3.3 a further paid meal break of 30 minutes where an Employee is required to work more than 10 hours (not including breaks) and where work is scheduled to continue after the break; and
 - 24.3.4 a further paid meal break of 30 minutes where an Employee is required to work 13 hours (not including breaks) and where work is scheduled to continue after the break.
- 24.4 Meal and rest breaks may be staggered by the Company to meet work requirements.

25. INCLEMENT WEATHER

- 25.1 Disruption to work is to be minimised during periods of inclement weather.
- 25.2 During inclement weather, work will continue unless the Company's nominee determines it is not safe to do so.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 All Employees shall be available to clean up and dewater relevant work areas as directed by the Company following inclement weather.

26. ANNUAL LEAVE

- 26.1 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 5 weeks annual leave per annum.
- 26.2 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 annual leave.
- 26.3 **Annual Leave Loading**
 - 26.3.1 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 21.1 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 21.1 will be paid instead of the 17.5% loading.

26.4 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:

26.4.1 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

26.4.2 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

26.4.3 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.

26.5 Accrued, but untaken, annual leave is paid out on termination of employment.

27. PERSONAL/CARER'S LEAVE

27.1 Employees shall be entitled to personal/carer's leave in accordance with the FW Act.

27.2 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 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 14 of this Agreement.

27.3 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 or complete a Statutory Declaration 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 emergency, proof may be required in a form determined by the Company.

27.4 The Employee must notify the Company prior to commencing personal/carer's leave or as soon as possible, of the day on which the Employee wishes to take personal/carer's leave.

27.5 The Employee's paid personal/carer's leave will accrue 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.

28. COMPASSIONATE LEAVE

28.1 Employees will be entitled to Compassionate Leave in accordance with the FW Act.

29. PARENTAL LEAVE

29.1 Employees will be entitled to Parental Leave in accordance with the FW Act.

30. PORTABLE LONG SERVICE LEAVE

30.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the Victorian Long Service Leave Act 1992.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

31.1 Employees covered by this Agreement shall be entitled to Family and Domestic Violence leave will be in accordance with the National Employment Standards ('NES')

32. PUBLIC HOLIDAYS

32.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays or gazetted substituted days, 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, Kings Birthday, Grand Final Eve, Melbourne Cup Day, and other locally gazetted half or full day public holidays.

32.2 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.

32.3 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.

32.4 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.

33. TERMINATION OF EMPLOYMENT

33.1 Employment may be terminated by an Employee or the Company by giving the following notice:

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

33.2 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.

33.3 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.

33.4 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.

- 33.5 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.
- 33.6 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. Serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Company's policies, dishonesty, fraud, theft, breach of safety provisions, wilful damage to the Company's property, harming or threatening co-workers, breach of the Company's alcohol and drugs in the workplace policy or workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- 33.7 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.
- 33.8 If an Employee is absent from work without reasonable cause for three consecutive days without the consent of the Company or without notification to the Company, the Employee may be deemed, at the discretion of the Company, to have abandoned his or her employment without notice. The Company will then treat the Employee's employment as having terminated as at the last working day, and wages shall be paid only up to the last working day.
- 33.9 Clauses 33.1 and 33.2 shall not apply to Employees who are engaged for a specified task(s) or period(s), or on a casual basis.

34. REDUNDANCY

- 34.1 This Clause incorporates the industry-specific redundancy scheme as in force from time to time under the Building and Construction General On-site Award 2010.
- 34.2 The Company will make redundancy contributions of \$94.10 per week worked for Employees covered by this Agreement (other than Apprentices) into an approved worker entitlement fund.
- 34.3 This weekly amount will be increased on approximately 1 July each year in accordance with instruction from the Trustees of the approved worker entitlement fund.
- 34.4 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.
- 34.5 This Clause 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 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.

35. HEALTH AND SAFETY ISSUE RESOLUTION PROCEDURE

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:

- 35.1 Employees must raise health and safety issues with the relevant Company supervisor in the first instance.

- 35.2 Should an Employee feel that satisfactory action has not been taken on a reported health and safety issue the following procedure should be adopted:
- 35.2.1 the Employee notifies the relevant DWG HSR (where one is appointed) or Deputy HSR where the HSR is absent (where one is appointed);
 - 35.2.2 the DWG HSR will consult with the supervisor and the superintendent (or the Company's designated nominee) to resolve the health and safety issue;
 - 35.2.3 where the health and safety issue is still not satisfactorily resolved, the relevant manager or the Company's designated nominee is to be advised, who shall resolve the issue;
 - 35.2.4 where the health and safety issue is still not satisfactorily resolved, the relevant manager will convene the site safety committee in an attempt to resolve the issue;
 - 35.2.5 where resolution of the health and safety issue cannot be resolved at a workplace level, the WHS issue may be referred to the HS&R manager (or the Company's designated nominee) who shall make a recommendation on the action required to resolve the WHS issue; and
 - 35.2.6 where the steps in 35.2.1 to 35.2.5 have been exhausted and the health and safety issue has not been resolved, the matter may be referred to a workplace manager or other more senior manager, or the Company's designated nominee, who shall make a final determination concerning the WHS issue, in writing, that is binding on both the Employee and the Company
- 35.3 Direction to cease work, other than in relation inclement weather, which is dealt with in Clause 25, may be given by a Company supervisor in consultation with the HSR provided:
- 35.3.1 an issue concerning health or safety arises;
 - 35.3.2 the issue concerns work which involves an immediate threat to the health or safety of any person; and
 - 35.3.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the normal issue resolution process.
- 35.4 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.
- 35.5 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 FW Act.

36. DISPUTES AND GRIEVANCE PROCEDURE

- 36.1 If there is a dispute arising from a matter dealt with by this Agreement or 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:
- 36.1.1 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;
 - 36.1.2 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;

- 36.1.3 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;
 - 36.1.4 If the matter is not resolved at this stage, the matter may be referred to Fair Work Commission (FWC) for conciliation and/or arbitration for resolution. The decision made by FWC shall be binding to both the Company and affected Employee(s).
 - 36.1.5 The Company reserves the right to be legally represented for all matters before FWC.
- 36.2 It is agreed that during the time when the affected Employee(s) and the Company attempt to resolve the matter:
- 36.2.1 work shall continue as normal in accordance with this Agreement;
 - 36.2.2 no industrial action shall be organised, commenced or taken by any Employee;
 - 36.2.3 nothing in this Clause shall affect the ability of the Company to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
 - 36.2.4 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.
- 36.3 Safety issues shall be isolated from industrial matters and any issue or dispute relating to safety shall be dealt with in accordance with Company procedure and Clause 34 of this Agreement.
- 36.4 Final settlement of the dispute will not be prejudiced by continuance of work under the dispute and grievance procedure in this Agreement.
- 36.5 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.
- 36.6 Any decision, order or suggested resolution of a grievance under this Clause shall not be inconsistent with any relevant legislation or regulations.

37. CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

- 37.1 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):
- 37.1.1 safety helmet (helmets must not be painted, drilled or modified in any way);
 - 37.1.2 protective eye wear that meets AS1337;
 - 37.1.3 safety gloves;
 - 37.1.4 safety vest;
 - 37.1.5 safety footwear.
 - 37.1.6 four (4) pairs of long trousers;
 - 37.1.7 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; and one (1) winter jacket for Employees

employed as at 1 May (for the avoidance of doubt Employees will only be provided with one jacket during their employment with the Company).

- 37.2 At the Company's discretion the items referred to in Clause 37.1 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.
- 37.3 At its discretion the Company shall supply safety clothing and any other protective equipment/materials as it determines relevant and the Employee shall always be required to wear such clothing or equipment 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.
- 37.4 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.
- 37.5 Except as provided by Clause 37.1, no safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst on the Project.

38. TOOLS

- 38.1 An Employee required to provide tools to perform their duties will be paid a weekly tool allowance.
- 38.2 The weekly tool allowance will be an 'all-purpose' allowance.

First full pay period on or after approval of the Agreement by the FWC	1 Jan 2025	1 Jan 2026	1 Jan 2027
\$41.08	\$41.90	\$42.73	\$43.59

39. UPSKILLING

- 39.1 At the absolute discretion of the Company, Employees may undertake 'up skilling' training.
- 39.2 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.
- 39.3 The Company shall allow Employees undertaking up skilling time off without loss of ordinary pay to attend off-the-job training.

40. RESTRICTIVE WORK PRACTICES

- 40.1 Employees may not make or pursue claims, either individually or with other Employees, seeking restrictions as to manning levels, flexibility of roster arrangements, skill mix of Employees, flexibility in the use of labour, use of contract and/or supplementary labour, working of overtime, demarcations of work for any reason, or any other limitations on the Company's operational requirements.

41. PAYMENT OF WAGES

- 41.1 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.

41.2 When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.

42. INCOME PROTECTION

42.1 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.

43. SITE ALLOWANCE

43.1 Employees who are required to work on a site/project other than their workshop shall be paid a site allowance per hour worked (flat). The allowance will be adjusted in the first full pay period on or after the dates specified in accordance with the table below:

First full pay period on or after approval of the Agreement by the FWC	1 Jan 2025	1 Jan 2026	1 Jan 2027
\$4.54	\$4.63	\$4.72	\$4.82


43.2 An Employee will not be paid site allowance when collecting or delivering parts/equipment etc. to a site.

44. SIGNATORIES

Signed for and on behalf of the Company

Name: TRENT SMITH
Address: Level 3, 1000 ANN ST FORTITUDE VALLEY VIC 4009.
Title: GM - INDUSTRIAL RELATIONS

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

Signature: 

Witness (signed): 

Name: Stephen Beirne

Address of witness Level 9, 180 Flinders Street Melbourne

Dated this 21 day of November 20 24

AND

Signed for and on behalf of the Employee

Name: TREWAYNE HUNTER
Address: 5 KENDRA CRT SEAFORD
Title: LEADING HAND

Dated this 21 day of NOVEMBER 2024.

Signed for and on behalf of the Employee

Name: KATE ALSCANOEN
Address: 5 KENDRA CRT SEAFORD
Title: PITEN

Dated this 21 day of NOVEMBER 2024