



**Alkimos Sea-Water Alliance Onshore Union Greenfields
Agreement 2025**

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1. TITLE

This Agreement shall be known as the Alkimos Sea-Water Alliance Onshore Union Greenfields Agreement 2025.

2. PARTIES AND PERSON BOUND

2.1 This Agreement shall be binding upon:

- (a) Acciona Construction Australia Pty Ltd ABN: 66 618 030 872 (Employer)
- (b) Acciona M&E Pty Ltd ABN: 84 006 337 113 (Employer)
- (c) Employees of the Employer who are engaged in the classifications set out in Clause 9 of this Agreement and performing work within the Application of this Agreement; and
- (d) the Unions signatory to this Agreement.

3. APPLICATION OF AGREEMENT

3.1 This Agreement shall apply to the employees of the employers who are engaged in the construction and commissioning of the onshore components of the Alkimos Sea-Water Desalination Plant Project (the Project). It does not apply to the tunnelling, marine or offsite activities that are part of the Project.

4. RELATIONSHIP TO THE AWARDS, LEGISLATION AND OTHER INSTRUMENTS

4.1 This Agreement operates to the exclusion of any Award.

4.2 Where legislation, award, policy, procedure, or other document is referred to in this Agreement, it is not incorporated into and does not form part of this Agreement unless it is expressly incorporated into this Agreement. In particular, references to entitlements provided for in the National Employment Standards (the "NES") and other legislation are:

- (a) For information only and do not incorporate those entitlements into this Agreement; and
- (b) Not intended as a substitute for the detailed provisions of the NES and other legislation.

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

4.4 The provisions of the Construction Industry Portable Paid Long Service Leave Act 1985 (WA), the Work Health and Safety Act 2020 (WA) and other relevant Safety legislation ("the Act") as amended from time to time, shall have full effect and nothing in the Agreement shall operate to affect, vary, or exclude the operation of the Acts in so far as they apply to work covered by this Agreement.

5. PERIOD OF OPERATION

5.1 Agreement shall commence operation seven (7) days after the day the Agreement is approved by the Fair Work Commission ("the Commencement Date").

5.2 The nominal expiry date of this Agreement shall be four (4) years from the date the Agreement is approved by the Fair Work Commission.

5.3 The Agreement shall continue to operate beyond the nominal expiry date until it is either replaced or terminated upon practical completion of the Project or in accordance with the Fair Work Act 2009 (FW Act).

6. NO EXTRA CLAIMS

- 6.1 This Agreement is made in full and final settlement of all claims. Parties and Persons Bound by this Agreement shall not pursue any further claims during the life of this Agreement relating to the conditions of employment, whether dealt with in this Agreement or not.
- 6.2 It is also a term of this Agreement that the parties and each of the employees bound by this Agreement will not engage in any industrial action in support of or for the purpose of advancing any other or extra claims against the Employer for so long as this Agreement remains within its nominal term.

7. DEFINITIONS

TERM	MEANS
Agreement	The Alkimos Sea-Water Alliance Onshore Union Greenfields Agreement 2025.
All-Purpose Allowance	An All-Purpose Allowance should be added to the Employee's relevant Ordinary hourly rate of pay to establish the All-Purpose Rate of Pay. This is then the basis for calculating overtime, shift loadings and casual rates, as well as being the rate to be used for all approved paid leave i.e., they are included for "all purposes."
All-Purpose Rate of Pay or All-Purpose Rate	The minimum hourly wage rates payable to Employees for working Ordinary Hours plus any All-Purpose Allowances.
Awards	The Building and Construction General On-site Award The Electrical, Electronic and Communications Contracting Award The Plumbing and Fire Sprinklers Award The Manufacturing and Associated Industries and Occupations Award
Continuous Service	Service with the Employer as one continuous or non-interrupted basis. Industrial action, unauthorised absences and authorised unpaid leave (except where specified otherwise) do not break the period of continuous service, but do not count as service when calculating that part which is continuous.
Continuous Shift Worker	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 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.
Employer Close Down	A period during which the Employer decides to suspend work on the Project Site for all or a majority of the workforce.
Employer or Company	Acciona Construction Australia Pty Ltd ABN: 66 618 030 872
Flat Allowance	Flat Allowances may be expressed as hourly, daily, or weekly amounts. They are a set flat amount and are not included for calculating overtime or shift premiums.

TERM	MEANS
Ordinary Hours	An average thirty-six (36) hours per week, worked between the hours of 6.00am and 6.00pm, Monday to Friday each week or worked at other times outside of these hours in the case of shift Employees. Ordinary Hours plus RDO accrual hours are worked by Employees each day prior to qualifying for payment of overtime penalties.
Ordinary Hourly Rate of Pay or Ordinary Hourly Rate	The minimum hourly wage rates payable to Employees for working Ordinary Hours.
Project Working Hours	Project Working hours consist of Ordinary Hours, RDO accrual hours and regular scheduled overtime. An employee may be required to work reasonable additional overtime as required by the Employer and as set out in Clause 22 of this Agreement.
RDO	Rostered Day Off
Shift Work	Any arrangement of Project Working Hours where the majority of the Ordinary Hours are worked outside of the spread of hours 6.00am – 6.00pm Monday to Friday and when Employees are working as such.

8. FLEXIBILITY

- 8.1 The Model Flexibility Term contained in [Schedule 2.2](#) of the Fair Work Regulations 2009 (Cth.) is incorporated into this Agreement.

9. WAGES AND CLASSIFICATIONS

RATES OF PAY

- 9.1 The following are the minimum Ordinary Hourly Rate of Pay payable to Employees for working Ordinary Hours under the classifications described. Civil/Structural classifications are described in Appendix One.
- Increases to the Ordinary Hourly Rate of Pay will be made in accordance with the following schedules, and in the first full pay period on or from the dates indicated.
- 9.2 Electrical Trades Assistants are only permitted to perform work strictly in accordance with the Electricity (Licensing) Regulations 1991 (WA), section 19. Electrical Trades Assistants must not carry out work beyond the scope prescribed in the Regulations.

EARTHWORKS/ CIVIL WORKS - See classification descriptions in Appendix One

Classification	On Commencement	From 1 July 2025	From 1 July 2026	From 1 July 2027	From 1 July 2028
CW1	\$39.65	\$41.04	\$42.47	\$43.96	\$45.50
CW2	\$41.20	\$42.64	\$44.13	\$45.68	\$47.28
CW3	\$42.91	\$44.41	\$45.97	\$47.58	\$49.24
CW4	\$45.06	\$46.64	\$48.27	\$49.96	\$51.71
CW5	\$47.20	\$48.85	\$50.56	\$52.33	\$54.16
CW6	\$49.35	\$51.08	\$52.86	\$54.72	\$56.63

CRANE OPERATORS

Classification	On Commencement	From 1 July 2025	From 1 July 2026	From 1 July 2027	From 1 July 2028
<15T	\$45.06	\$46.64	\$48.27	\$49.96	\$51.71
15 – 100T	\$47.20	\$48.85	\$50.56	\$52.33	\$54.16
100 – 180T	\$49.35	\$51.08	\$52.86	\$54.72	\$56.63
+180T	\$53.76	\$55.64	\$57.59	\$59.60	\$61.69
Tower Crane	\$53.76	\$55.64	\$57.59	\$59.60	\$61.69

OTHER

Classification	On Commencement	From 1 July 2025	From 1 July 2026	From 1 July 2027	From 1 July 2028
Carpenter/Tiler/ Painter/ Bricklayer/ Nozzleman	\$43.17	\$44.68	\$46.24	\$47.86	\$49.54

ELECTRICAL & PLUMBER CLASSIFICATIONS

Classification	On Commencement	From 1 July 2025	From 1 July 2026	From 1 July 2027	From 1 July 2028
INLEC – Dual Instrument and Electrical Grade 1 Ticket*	\$54.76	\$56.68	\$58.65	\$60.71	\$62.83
Instrument, Electrical Grade 1, Electrical Fitter /Installer, Licensed Plumber, Sprinkler Fitter, Tube Fitter	\$52.15	\$53.98	\$55.86	\$57.82	\$59.84
Electrical Trades Assistant > 2 year's experience	\$43.98	\$45.52	\$47.11	\$48.76	\$50.47
Electrical Trades Assistant < 2 year's experience	\$37.88	\$39.21	\$40.58	\$42.00	\$43.47

*The INLEC classification will only apply where the employee is to an Electrical license holder (within the meaning of clause 17.2), who is qualified through appropriate post-trade study, in addition to sufficient on the job experience (not less than 3 years) and has been assigned in writing by the employer to be mainly engaged in instrument and control tradesperson work.

METAL CLASSIFICATIONS

Classification	On Commencement	From 1 July 2025	From 1 July 2026	From 1 July 2027	From 1 July 2028
NDT Level 3	\$47.61	\$49.28	\$51.00	\$52.79	\$54.64
Welder	\$47.32	\$48.98	\$50.69	\$52.46	\$54.30
Mechanical and Metal Tradespersons*	\$49.32	\$51.05	\$52.83	\$54.68	\$56.59
Polywelder	\$41.44	\$42.89	\$44.39	\$45.95	\$47.56
Lagger/NDT Technical Assistant, Laminator	\$38.42	\$39.76	\$41.16	\$42.60	\$44.09
Trades Assistant, Laminator's Assistant	\$37.33	\$38.64	\$39.99	\$41.39	\$42.84

*(Boilermaker, Pipe Fitter, Tube Fitter, Automotive Mechanic, Mechanical Fitter)

10. APPRENTICES

- 10.1 Where apprentices are engaged on the Project their rate of pay shall be paid by applying the appropriate percentage, set out below, to the tradesperson's rate applicable as provided in Clause 10.1 of this Agreement.

Four Year Term	% of Tradesperson Wage Rate
First Year	45
Second Year	55
Third Year	75
Fourth Year	90

Three and a Half Year Term	% of Tradesperson Wage Rate
First Six Months	45
Next Year	55
Next Year	75
Final Year	90

Three Year Term	% of Tradesperson Wage Rate
First Year	55
Second Year	75
Third Year	90

11. ADULT APPRENTICES

- 11.1 Adult apprentices (over 21 years of age) shall be paid a wage not less than the Ordinary Hourly Rate prescribed for an Employee classified as CW1.

12. WORK RELATED ALLOWANCES

- 12.1 The allowances set out in this Clause are in full compensation for all disabilities incurred by employees whose employment is covered by this Agreement. These allowances are in full satisfaction of any payments that would apply but for this Agreement. No other disability or skill related allowance shall be claimed or pursued.

13. SITE ALLOWANCE

- 13.1 A Flat Allowance of \$4.50 per hour for each hour worked, shall be paid to each employee on the Project bound by this Agreement in recognition of all disabilities associated with work to be performed on site construction activities including but not limited to heat, cold, high winds, height, dust, dirty work, confined spaces and extreme of terrain.

14. PROVISION OF TOOLS (OR TOOL ALLOWANCE)

- 14.1 Where the Company requests for a tradesperson or apprentice to provide their own tools, they shall be paid a Flat Allowance of \$19.00 per week.
- 14.2 A tradesperson or apprentice shall have their tools replaced by the Company if there is a loss/damage of tools by fire or breaking and entering whilst securely stored at the Company's direction in a room or building on the Company's premises, job, or workshop or in a lockup, or if the tools are lost or stolen through no negligence on behalf of the Employee whilst being transported by the Employee at the Company's direction.

For the purposes of this Clause:

- (a) only tools used by the Employee in the course of their employment will be covered by this clause;
- (b) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
- (c) the Employee will report any theft to the police prior to making a claim on the Company for replacement of stolen tools.

15. LEADING HAND

- 15.1 In addition to the minimum Ordinary Hourly Rate as prescribed by this Agreement, a leading hand appointed in writing as such by the Company, shall be paid an All-Purpose Allowance of \$2.00 per hour.

16. FIRST AID ALLOWANCE

- 16.1 An employee holding either a Senior First Aid Certificate from the St. John Ambulance Association or the Australian Red Cross Society (or equivalent qualification) and appointed in writing by the Employer to perform first aid duties shall be paid an allowance for each day worked. This is a Flat Allowance.

	From Commencement
Administering First Aid	\$4.39

17. TRADE RELATED ALLOWANCES

- 17.1 Employees engaged at tradesperson level or higher, holding a current tradesperson certificate or tradespersons rights recognition and who is required to perform the full range of duties as a tradesperson shall be paid the following All-Purpose Allowance per hour:

	From Commencement
Tradesperson Allowance	\$1.50

- 17.2 An Electrician - who holds, and in course of their employment and is required to use, a current "unrestricted" license issued pursuant to the Electricity (Licensing) Regulations 1991, shall be paid an All-Purpose Allowance per hour of:

	From Commencement
Electrical License Allowance	\$2.00

- 17.3 (This allowance is for maintaining contemporary knowledge of the Electricity (Licensing) Regulations 1991 (WA) and relevant regulations and codes, and for being compliant with the Electricity (Licensing) Regulations 1991 (WA), including testing and recording of all electrical installation work. This allowance includes any acknowledgement of future legislative procedures or requirements)

- 17.4 An Electrical license holder (within the meaning of clause 17.2, who is qualified through appropriate post-trade study, in addition to sufficient on the job experience (not less than 3 years) and has been assigned in writing by the employer to be mainly engaged in instrument and control tradesperson work, shall be paid an additional \$1.00 flat per hour for each hour worked.
- 17.5 A Tradesperson Commissioning Allowance, will apply to tradespersons that meet the requirements of 17.6 and 17.7 below and are allocated in writing to such work, it shall be paid as an All-Purpose Allowance per hour of:

	From Commencement
Tradesperson Commissioning Allowance	\$0.89

- 17.6 Electrician Commissioning applies to an Electrical Installer or Electrical Fitter having not less than two (2) years on the job experience who during commissioning work is engaged on complex or intricate circuitry and is able to perform such work without supervision and to examine, diagnose, and modify systems comprising interconnected circuits and in doing so, if required, is capable if testing to a standard beyond tests covered by AS3000 1981 SAA Wiring Rules.
- 17.7 Mechanical Tradesperson as classified in Clause 10, that is appointed by the Company in writing and engaged in predominantly commissioning work, shall be entitled to the Tradesperson Commissioning allowance.
- 17.8 An employee that has been tested and meets the welding requirements set by the Employer and the requirements of Australian Standard AD1554 SP - Welding of Steel Structures and who is engaged on work requiring such qualifications and is required to carry out welding work in accordance with AS1554 SP or similar standard shall be paid an hourly All-Purpose Allowance of:

	From Commencement
Welding Allowance	\$1.52

- 17.9 When employed by the Employer to perform the full range of duties involved in welding work as specified in the table above and the table hereunder, in consideration for the work they required to perform on Site, in addition to the wage to which they are otherwise entitled under their contract of employment, shall be paid the applicable hourly All-Purpose Allowance specified below:

	From Commencement
If engaged on Stainless Steel Grade 316 or 304 or equivalent.	\$1.83
If engaged on:	\$2.08
• Carbon steel pressure pipe welding to AS 4041 or equivalent and or	
• Pressure vessel welding to AS 1210 or equivalent.	

- 17.10 These allowances only apply once the employee has commenced work on the site and has passed the tests required and qualified at the levels set out in this Clause. These allowances shall not apply to employees engaged in tack welding. Only the highest allowance each employee has qualified to shall apply. These allowances set out in sub-Clauses 17. 8 and 17.9 are not cumulative.

18. TRAVEL ALLOWANCE

- 18.1 Where an employee is not provided with Employer transport or is not offered Employer transport and is, therefore, required to travel to work in the employee's own vehicle, shall be paid a Flat Allowance of \$40.00 per day, when they attend at the Project site and carry out construction work as required or takes an RDO.
- 18.2 This allowance shall not be taken into account in calculating overtime, penalty rates, annual leave, sick leave, or any other leave but shall be payable for any day upon which the employee, in accordance with the Employer's requirements, works or reports for work or allocation of work.

19. HOURS OF WORK

- 19.1 Ordinary Hours for an employee will average thirty-six (36) hours per week over a defined work cycle and except in the case of shift employees are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Employer.
- 19.2 In addition, a further four (4) Ordinary Hours per week (i.e., 0.8 hours each day Monday to Friday) are worked and accrued towards a Rostered Day Off. Once an employee has worked 7.2 Ordinary Hours and 0.8 hours towards their rostered day off accrual on any day, Monday to Friday, inclusive, any additional hours worked will be paid at the relevant overtime rate in accordance with Clause 22.
- 19.3 The Employer will determine the actual method of working Ordinary Hours that best suits the operational requirements.
- 19.4 Where the Employer wishes to vary the pattern of working the Ordinary Hours of work within the spread of hours outlined in Clause 19, they shall seek the agreement of the employees involved. Failing agreement, the Employer shall give those employees one (1) weeks' notice of the change.
- 19.5 The ordinary hours of work shall be consecutive except for an unpaid meal break, which shall not exceed half an hour.
- 19.6 Unless agreed otherwise between the Employer and majority of affected employees, the meal break shall be scheduled to be taken no later than six (6) hours after commencement of Ordinary Hours of work, if not taken overtime rates shall apply.
- 19.7 When an employee is required for duty during the meal break and the meal break is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the meal break is taken.
- 19.8 The Employer may stagger the time of taking meal and rest breaks to meet operational requirements. Where an employee is working or is rostered to work more than six (6) hours on a Saturday, Sunday, or public holiday they shall be entitled to a 20-minute paid mid-shift meal break and shall be in lieu of the unpaid meal break specified in 19.5 of this Clause.

20. PROJECT WORKING HOURS

- 20.1 The Project Working Hours consists of Ordinary Hours, RDO accrual hours and Regular Scheduled Overtime.
- 20.2 An Employee may be required to work reasonable additional overtime as required by the Employer and as set out in Clause 22.
- 20.3 The Project working hours will be a fifty-four (54) hour working week, excluding unpaid meal breaks, Monday to Friday. Provided that, nothing in this clause shall be read as to imply that payment as for fifty-four (54) hours is guaranteed. For clarity employees will only be paid for hours worked.

- 20.4 Working Hours shall commence and then conclude at a designated location. Such designated location may be altered to meet the operational requirements of the Project either following consultation with Employee(s) affected or where agreement exists between Employer and Employees.

21. REQUIREMENT TO WORK OVERTIME

- 21.1 Except as provided in this Clause, the Employer may require any employee to work reasonable overtime. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
 - (e) any other relevant matter.
- 21.2 The assignment of overtime by the Employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

22. PAYMENT OF OVERTIME

- 22.1 Subject to the provisions of this Clause, all work performed outside of the Ordinary Hours of any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 22.2 For the purposes of this Clause, Ordinary Hours shall mean the hours of work fixed by the Employer in accordance with Clause 19.
- 22.3 For overtime worked beyond the Project Working Hours including weekends or work on a prescribed public holiday, the following penalty rates will apply:
- (a) Work performed on Saturdays or Sundays shall be paid for at the rate of double time.
 - (b) Work performed on any day prescribed as a public holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance with Clause 48.
 - (c) An employee who works on a Saturday, Sunday or public holiday shall be paid for at least three (3) hours at the appropriate overtime rate.
- 22.4 In computing overtime each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-Clause.
- 22.5 The provisions of this Clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement for any work.

23. WITHDRAWAL OF OVERTIME

- 23.1 The Employer shall not, without good reason and without a minimum of three (3) hours' notice withdraw rostered or additional overtime on any days Monday to Friday. Periods of notice shall be within the rostered working day or for the minimum period at the commencement of work on an overtime shift.
- 23.2 The Employer shall not, without good reason and without a minimum of four (4) hours' notice withdraw rostered or additional overtime on Saturday or Sunday. Periods of notice shall be within the rostered working day or for the minimum period at the commencement of work on an overtime shift.

- 23.3 The Employer may withdraw overtime without notice in the case of any industrial action which affects the Project. Industrial action shall include strikes, bans, limitations, or any other form of industrial restriction.

24. RECALLS

- 24.1 When an employee is recalled to work after leaving the job:
- a) The employee shall be paid for at least three (3) hours at double time rates.
 - b) Time reasonably spent in getting to and from work shall be counted as time worked.
- 24.2 The Employer may require the recalled employee to carry out additional duties beyond the initial reason for the recall.

25. MEAL ALLOWANCE

- 25.1 An employee required to work beyond the Project Working Hours, on any day without being notified on the previous day or earlier that he/she will be so required to work additional overtime beyond the Project Work Hours shall be supplied with a meal by the Employer or be paid a meal allowance of \$20.00 for such meal and for a second or subsequent meal if so required.
- 25.2 Where an employee to whom the above paragraph applies has, as a consequence of the notice referred to in that paragraph, provided themselves with a meal or meals and are not required to work additional overtime or are required to work less additional overtime than the period notified, shall be paid the meal allowance for each meal provided and not required.

26. STANDBY

- 26.1 When an employee is instructed by the Employer to hold in readiness at the employee's place of residence or other agreed place of residence for a call to work after Ordinary Hours, the employee shall be paid at the employees' Ordinary Hourly Rate of Pay for the time so held in readiness.

27. TEN HOUR BREAK

- 27.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten (10) consecutive hours off duty between the work of successive days.
- 27.2 An employee who works so much overtime between the completion of the ordinary hours worked on one day and the commencement of the ordinary hours on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub-Clause, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 27.3 If, on the instructions of the Employer and in exceptional circumstances, an employee resumes or continues work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- 27.4 Where an employee is called into work on a Sunday or holiday prescribed under this Agreement preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten (10) consecutive hours off duty before the usual starting time on the next day. If this is not practicable, then the provisions of sub-Clause 27.2) and sub-Clause 27.3) shall apply.
- 27.5 The provisions of this sub-Clause shall apply in the case of shift employees as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- a) For the purpose of changing shift rosters; or
 - b) Where a shift employee does not report for duty; or
 - c) Where a shift is worked by arrangement between the employees themselves.
- 27.6 Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this Clause when the actual time worked is less than three (3) hours on such recall or on subsequent recalls.

28. SHIFT WORK

- 28.1 Prior to shift work being worked, the Employer shall seek employees from their workforce to volunteer to work shifts and subject to the employees who volunteer having the appropriate skills, shall utilise those employees to work the required shifts. If there are insufficient employees who volunteer, the Employer has the right to direct employees to work shift work as required and the employees shall work the shift work as directed. Shift work will be worked and paid for in accordance with this sub-Clause.
- 28.2 Shift work is deemed to be any arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours specified in Clause 21. hereof and when employees are working as such.
- 28.3 Ordinary hours for shift employees will average thirty-six (36) hours per week over a defined work cycle and will not commence before 8.00pm on Sunday night. The day on which the majority of ordinary hours on the shift fall, shall be deemed as the day on which the total shift is worked.
- 28.4 Prior to the commencement of shift work, the Employer shall seek the agreement of the employees involved. Failing agreement, the Employer will provide to the employees concerned one (1) weeks' notice of the commencement of shift work and the starting and finishing times of ordinary hours of the shifts.
- 28.5 Where less than five (5) consecutive shifts are worked then employees shall be paid at overtime rates in lieu of the shift allowance. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday or RDO or on any public holiday.
- 28.6 The ordinary hours on each night shift will include a paid meal break not exceeding thirty (30) minutes. The Employer may stagger the time of taking a meal break to meet operational requirements.
- 28.7 In addition to the wages paid under Clause 10 of this Agreement, a night shift employee shall receive a flat loading of twenty- five (25) percent of the ordinary rate for each hour, whether ordinary or overtime, worked.
- 28.8 Where an employee is required to work on tunnelling, tie-ins or other works that require 24 hours continuous coverage on site, arranged on the basis of two 12-hour shifts, the employee shall be entitled to be paid a 30-minute meal break paid at the ordinary rate of pay whilst on day work in lieu of the unpaid break.

29. ROSTERED DAYS OFF

- 29.1 Working hours will be arranged on a system, which provides for an employee to accrue two (2) rostered days off (RDO) over a four (4) calendar week work cycle. This will be done by the Employee working eight (8) hours each day Monday to Friday, being paid seven and one-fifth (7.2) Ordinary Hours pay and accruing four-fifths (0.8) of an hour towards an RDO.
- 29.2 Whilst employed on the Project RDO's shall be taken in accordance with the schedule in Appendix Four. The others shall be banked and paid out at the Employees choice of:
- a) Where an employee requests to take their RDO outside of the schedule in Appendix Four, this shall be at the discretion of the Employer.

- b) At the conclusion of the employee's employment on the Project.
- 29.3 Payout of RDO's shall be made at the Employees Ordinary Hourly Rate of Pay.
- 29.4 Scheduling of Employees Rostered Day Off shall be made by the Employer with consideration to operational requirements.

30. REST PERIODS

- 30.1 Employees engaged on work to which this Agreement applies where they are working Monday to Friday inclusive or a Saturday or Sunday, shall be entitled to one (1) rest period of fifteen (15) minutes each morning. These rest periods shall be without deduction of pay.

31. CONTRACT OF EMPLOYMENT

- 31.1 An employee whose employment is covered by this Agreement shall be employed on either a weekly or casual basis.

32. WEEKLY HIRE ENGAGEMENT

- 32.1 Employees shall be engaged on a fulltime, or part time basis.
- 32.2 All weekly hired Employees will be required to serve an initial probationary period of six (6) weeks.
- 32.3 The initial probationary period may be extended up to a further two (2) weeks, to a maximum of eight (8) weeks, where the Company has sufficient reason to do so.
- 32.4 Part time Employees will receive the benefits to which they are entitled to under this Agreement on a pro-rata basis, including paid leave and severance payments. Further provisions for part-time employees include:
 - (a) On engagement, the Employer and the Employee shall agree on the number of hours to be worked per week and the days to be worked. The terms of this agreement may be varied by consent between the Employer and the Employee.
 - (b) A part time Employee who is required by the Employer to work in excess of the hours agreed will be paid overtime in accordance with Clause 22.

33. CASUAL ENGAGEMENT

- 33.1 A casual Employee is one engaged and paid as such as per section 15A of the FW Act.
- 33.2 A casual employee may be employed for part of or for the life of the project.
- 33.3 A casual Employee shall be paid the Ordinary Hourly Rate prescribed in Clause 9, plus an all-purpose loading of 25%.
- 33.4 Casual Employees are not entitled to annual leave, sick leave, public holidays, notice of termination or other paid absences.
- 33.5 Casual Employees are entitled to payment for a minimum of four hours' work per engagement.
- 33.6 A casual Employee who has been engaged by the Employer for a regular sequence of periods of employment during a period of six months has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 33.7 If Clause 33.6 is enacted, an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked,

unless other arrangements are agreed on between the Employer and Employee.

34. GENERAL CONDITIONS

- 34.1 The Employer may direct the employee and the employee shall carry out such duties and use such tools and equipment as may be required provided that the employee is competent to use such tools and equipment and provided that any such direction is consistent with the Employer's responsibility to provide a safe and healthy working environment.

35. NOTICE OF TERMINATION

- 35.1 The Employer will provide notice of termination of employment to all Employees, other than casual Employees, as follows:

Employee's period of continuous employment with the Employer at the end of the day the notice is given	Period
Not more than one (1) year	1 week
More than one (1) year but not more than three (3) years	2 weeks
More than three (3) years but not more than five (5) years	3 weeks
More than five (5) years	4 weeks

- 35.2 The period of notice is increased by one (1) week if the Employee is over 45 years of age and has completed at least two (2) year's continuous service with the Employer, provided that the Employee will not be required to provide additional notice because of age.
- 35.3 The Employer may either require the Employee to work out the notice period or may make payment in lieu of notice not provided. Payment shall be at least the amount the Employer would have been liable to pay to the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- 35.4 A weekly hired Employee may terminate their employment by giving one (1) week's notice of termination. If an Employee who is at least 18 years old does not give the period of notice required, the Employer may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.
- 35.5 A Casual Employee shall be employed on eight (8) hours' notice. Should the required period of notice not be given by the Employer, an amount equivalent to the period of notice not provided shall be paid to the Employee at the Ordinary Hourly Rate of Pay. Should the period of notice not be given by the Employee, the Employer may deduct from wages due to the Employee an amount that is no more than eight (8) Ordinary Hours of pay.
- 35.6 Nothing in this Clause shall affect the Employer's right to dismiss an employee for misconduct without notice and in such a case the employee shall be paid wages only up to the time of dismissal.

36. STAND DOWN

- 36.1 The Employer is entitled to deduct payment for any day or part day that the employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work by any cause which ceases operation for which the Employer cannot be reasonably held responsible, as long as the Employer has no alternative work available on the Site.

- 36.2 Subject to the provisions of the Work Health and Safety Act 2020 (WA) employees shall have no right to be paid for any time that they are not ready, willing, and available to follow all lawful directions of the Employer or to carry out all duties that they are capable of performing.

37. ABANDONMENT OF EMPLOYMENT

- 37.1 If an Employee has three consecutive days of unauthorised absence from work without explanation, the Employer will 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 circumstance, the Employee may be subject to disciplinary action, up to and including termination of employment.

38. ANNUAL LEAVE

- 38.1 Subject to the provisions of the FW Act, an employee is entitled to accrue four (4) ordinary weeks of annual leave (144 hours) for each full year of full-time equivalent continuous service with the Employer. This is an accrual at the rate of 2.769 hours for each week of continuous service.
- 38.2 Employees who are required to work shifts that are continuously rostered 24 hours per day for seven days a week and regularly work Sundays and public holidays, are entitled to accrue annual leave on a pro rata basis at the rate of 180 hours per year of continuous service. This is an accrual at the rate of 3.462 hours for each week of continuous service on the project.
- 38.3 If requested before going on leave the employee will be paid:
- (a) The ordinary wages he would have received under Clause 10 of this Agreement for the thirty-six (36) ordinary hours he would have worked but for proceeding on leave; and
 - (b) Any all-purpose allowance prescribed by Clauses 13 and 18 which the employee is normally paid for their ordinary hours each week; and
 - (c) A loading of 17.5%.
- 38.4 Annual leave shall be given and taken as agreed between the Employer and the employee and will be paid in accordance with this Clause.
- 38.5 If a public holiday is observed on an ordinary working day during the leave, the leave is adjusted by one day for each holiday.
- 38.6 At the completion of the employee's employment on the Project all untaken accrued annual leave will be paid out, which will include the loading referred to in 38.3 (c).

39. EMPLOYER SHUTDOWN

- 39.1 The Employer may close a workplace or part of a workplace or reduce the number of employees in a workplace.
- 39.2 The Employer must give one (1) months' notice to each employee of the arrangement above.
- 39.3 When the workplace is closed, employees will take their banked RDO's and where insufficient to cover the shutdown period, access their available annual leave.
- 39.4 The provisions of this clause shall not apply to casual employees.

40. PERSONAL LEAVE

- 40.1 An Employee is entitled to ten (10) paid days of personal leave for each year of continuous service.
- 40.2 An employee's entitlement to paid personal leave accrues progressively during a year of continuous service in accordance with the Employees Ordinary Hours (equivalent to

approximately 1.3846 hours for each completed week of continuous service).

- 40.3 Paid personal leave is to be paid for the Ordinary Hours that the Employee would reasonably have expected to have worked (the Ordinary Hourly Rate).
- 40.4 Personal leave that is accrued but not taken shall accumulate.
- 40.5 On lawful termination of their employment under this Agreement an Employee (except an Employee dismissed for serious misconduct) with personal leave accrued under the terms of this Agreement, which has not been taken, shall be paid the amount of outstanding personal leave hours at their Ordinary Hourly Rate prescribed in Clause 10 of this Agreement.
- 40.6 An Employee dismissed for serious misconduct is not entitled to any payment for untaken accrued personal leave upon termination.
- 40.7 Employees absent on authorised and paid personal leave shall continue to accrue RDO Accrual Hours at their ordinary rate of accrual.
- 40.8 The provisions of this Clause do not apply to casual Employees.

41. SICK LEAVE

- 41.1 An Employee who is unable to attend or remain at the place of employment during Ordinary Hours of work by reason of personal illness or injury shall be entitled to take accrued personal leave during such absence in accordance with the provisions of this Clause
- 41.2 An Employee shall be entitled to pay at their Ordinary Rate of Pay for those Ordinary Hours not worked by them on any day due to personal illness or injury.
- 41.3 An Employee shall not be entitled to claim payment for personal illness or injury, nor will the Employee's personal leave entitlement be reduced if such illness or injury occurs on the day the Employee is not scheduled to be at work.
- 41.4 If at any time an Employee is absent on the grounds of personal illness or injury for a period longer than their entitlement to paid personal leave, the Employee is not entitled to payment in respect of such absence.
- 41.5 To be entitled to payment in accordance with this Clause the Employee shall meet the following criteria:
 - (a) as soon as reasonably practicable advise the Employer of their inability to attend for work and the estimated duration of the absence; provided that such advice, other than in extraordinary circumstances shall be given to the Employer within one (1) hour of the commencement of absence;
 - (b) if absent for more than two (2) days or absent for more than two (2) single days in any twelve (12) month period of employment, the Employee must produce a medical certificate, or if not reasonably practicable for the Employee to give the Employer a medical certificate, a statutory declaration, to the Employer in respect of all future absences in that year and the Employer shall advise the Employee in writing of this requirement; and
 - (c) following the Employee's return to work, the Employee must submit an application to the Employer indicating the reason for the absence. For such a reason to be accepted by the Employer, it must involve the Employee's personal illness or injury.

42. PAID CARER'S LEAVE

- 42.1 Subject to the provisions of the FW Act, an employee is entitled to take accrued personal leave to provide care or support to a member of their immediate family or household who requires care or support because of personal illness or injury or an unexpected emergency.
- 42.2 The employee will give the Employer notice of the requirement and reasons for taking carer's leave as soon as reasonably practicable and other than in extraordinary circumstances within

four hours of the commencement of such leave.

- 42.3 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.
- 42.4 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.

43. UNPAID CARER'S LEAVE

- 43.1 Subject to the provisions of the FW Act, 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. Casual employees are entitled to unpaid carer's leave.

44. PARENTAL LEAVE

- 44.1 Employees will be entitled to Parental Leave in accordance with the NES and the *Paid Parental Leave Act 2010* (Cth).

- 44.2 In addition to clause 44.1, the Employer offers paid Parental Leave entitlements for Employee's who are or will be Primary and Secondary Carers.

Parental Leave - Primary Carer

- 44.3 After 12 months of continuous service with the Employer, a full-time or part-time Employee is entitled to 12 weeks paid Parental Leave if the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
- (b) the placement of a child in the case of adoption or surrogacy; and
- (c) the Employee has or will have responsibility for the primary care of the child.

- 44.4 Only one parent can receive Primary Carer Parental Leave entitlements in respect to the birth or adoption of their child. An Employee cannot receive Primary Carer Parental Leave entitlements if:

- (a) their partner is, or will be, the Primary Carer at the time of the birth or adoption of their child; or
- (b) their partner has received, or will receive, paid Parental Leave, Primary Carer entitlements, or a similar entitlement, from their employer; or
- (c) the Employee has received, or will receive, Secondary Carer Parental Leave entitlements in relation to their child.

Parental Leave - Secondary Carer

- 44.5 After 12 months of continuous service with the Employer, a full-time or part-time Employee is entitled to 2 weeks paid Parental Leave if the leave is associated with:

- (a) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
- (b) the placement of a child in the case of adoption or surrogacy; and
- (c) the Employee is or will be the secondary caregiver of the child.

- 44.6 Only one parent can receive Secondary Carer Parental Leave entitlements in respect to the birth or adoption of their child.

- 44.7 An Employee cannot receive Secondary Career Parental Leave entitlements where the Employee has received Primary Carer Parental Leave entitlements in relation to their child.

Timing

44.8 All periods of paid Parental Leave taken by either the Primary Caregiver or Secondary Caregiver are to commence within the first 12 months from the date of birth or adoption of the child.

44.9 Employees may also elect to take the paid leave in up to two separate continuous periods.

Applying for Parental Leave

44.10 An Employee planning to take parental leave should first discuss this with their Supervisor and/or Superintendent.

44.11 When applying for parental leave, an Employee must provide the following information:

- (a) Ten (10) weeks written notice of the intention to take leave; and
- (b) Four (4) weeks written notice of the intended start and finish dates of the leave (if this is not practicable, the Employee may give the notice as soon as practicable).

Evidence

44.12 The Employer may require an Employee applying for parental leave to provide evidence to the satisfaction of the Employer to substantiate their entitlement to Primary Caregiver or Secondary Caregiver parental leave. For example, the Employer may require a letter from the Employee's spouse or de facto partner's employer confirming the spouse/partner has returned to work.

44.13 The Employer may also require evidence of the particulars of any parental leave taken or proposed to be taken by an Employee's spouse or de facto partner.

Public Holidays

44.14 Parental Leave will include any public holidays that fall within the period and leave will not be extended as a result of a public holiday.

Payment

44.15 When taking Parental Leave, payment will be at the Employee's Ordinary Hourly Rate for Ordinary Hours, paid in accordance with the terms of their engagement.

44.16 Primary and Secondary Caregivers may apply to take their period of paid Parental Leave at full or half-pay, or a combination of both.

44.17 Superannuation payments and leave entitlements will continue to accrue whilst an employee is on a period of paid Parental Leave.

45. COMPASSIONATE LEAVE

45.1 An Employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life;
- c) or dies.

45.2 For the purpose of this subclause "Employee's immediate family" means any of the following:

- a) a spouse or defacto spouse, child, parent, grandparent, grandchild, or sibling of the Employee; or
- b) a child (including, adopted, and fostered children), parent, grandparent, grandchild, or sibling of a spouse or defacto spouse of the Employee.

45.3 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury,
- b) referred to in subclause (45.2) of this Clause or
- c) after the death of the member of the Employee's immediate family or household referred to in

subclause (45.2) of this Clause.

45.4 An Employee may take compassionate leave for a particular permissible occasion as:

- a) a single continuous two (2) day period; or
- b) two (2) separate periods of one (1) day each; or
- c) any separate periods to which the Employee and his or her Employer agree.

45.5 In order to be entitled to compassionate leave the Employee must provide the Employer with evidence to satisfy a reasonable person of the illness, injury, or death. The Employer may require the Employee to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking compassionate leave for.

45.6 The Employee must also advise the Employer as soon as reasonably practical of their intention to take compassionate leave. Whenever possible they should advise the Employer at least two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.

45.7 Where Employees (other than Casual Employees) are entitled to compassionate leave they will be paid the Ordinary Wages they would have received under Clause 10 of this Agreement for the Ordinary Hours they would have worked during that period.

45.8 Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been on duty and shall 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.

45.9 Employees absent on authorised and paid compassionate leave shall continue to accrue RDO Accrual Hours at their Ordinary Hourly Rate.

45.10 By agreement with the Employer (which shall not be unreasonably withheld) an Employee may take an agreed amount of accrued annual leave, personal leave, RDO Accrual Hours or authorised unpaid leave in conjunction with a period of compassionate leave.

45.11 For Casual Employees, Compassionate Leave is unpaid leave.

46. COMMUNITY SERVICE LEAVE

46.1 Employees (including casual employees) are 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.

46.2 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 with all the necessary information to administer this Clause.

46.3 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.

47. PUBLIC HOLIDAYS

47.1 Public holidays will be observed in each State and Territory in accordance with the FW Act and relevant State or Territory laws.

47.2 Where any other public holiday is declared in WA, or part day, in addition to the public holidays set out in sub-clause 47.1 above will also be applied to weekly hire employees under this

Agreement.

- 47.3 Given the significance of ANZAC Day for many employees, the Company will make reasonable accommodations to facilitate ANZAC Day Dawn Services to be able to be observed by employees in community.

48. LONG SERVICE LEAVE

- 48.1 The employees Long Service Leave entitlements arise from relevant legislation.

49. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 49.1 Employees are entitled to ten (10) days paid leave to deal with family and domestic violence, as follows:
- a) The leave is available in full at the start of each twelve (12) month period of the Employee's employment;
 - b) The leave does not accumulate from year to year; and
 - c) Is available to full time, part time and casual Employees.
- 49.2 The Employee is required to inform the Employer prior to the commencement of their shift if Family and Domestic Violence Leave is to be taken, if practicable. The Employee must state the expected duration of the absence.
- 49.3 The Employee must provide the Employer with evidence that would satisfy a reasonable person of the need for Family and Domestic Violence Leave (e.g., a document issued by the police service, a court, a family violence support service, or a statutory declaration).

50. SUPERANNUATION

- 50.1 The Company will contribute superannuation payments as prescribed by the Superannuation Guarantee (Administration) Act 1992 on behalf of each of its Employees. This contribution shall be made to the CBus or Australian Super Superannuation Funds as long as it is a MySuper fund, or any other complying Superannuation Fund nominated by the employee. Notwithstanding the above, in the case of casual employees, the Employer will contribute superannuation payments on behalf of each of its casual employees. For the purposes of calculating the amount of superannuation contributions to be made on behalf of a casual employee, the notional earnings base shall be based on the actual hours worked (including overtime and out of hours work) for the week (Mon- Sun) at the ordinary rate of pay, to a maximum of 36 hours.

51. INCOME PROTECTION INSURANCE

- 51.1 The Employer will take out a policy with WageGuard and Protect and provide at no cost to the employee, income protection insurance for the duration of their time on the Project in accordance with the Company's existing practices and policies on this issue and as set out below.
- a) Cover for 100% of an Employee's average earnings up to a maximum of \$2,200.00 (whichever is less) for 104 weeks, applying to personal injury or sickness (other than illnesses or injuries not normally covered by the Employer's policy).
 - b) Waiting periods will be as per the Income Protection Providers Policies.
 - c) Cover for casual Employees with greater than one (1) week's continuous employment under the Agreement.
 - d) The general insurance code of practice or the life insurance code of practice (whichever is applicable) shall apply, including the external dispute resolution processes undertaken by the

Australian Financial Complaints Authority (AFCA) and;

- e) The cost to the Employer shall not exceed 1.8% (plus GST) of employee's gross earnings.

51.2 Company will ensure Employees who are covered under:

- a) Electrical and Plumbing classifications, the above Income Protection will be taken out through Protect; and
- b) For all other classifications, the above Income Protection will be taken out through WageGuard.

Where an Employee is in receipt of income protection insurance payments, they shall not be entitled to any other payments under this Agreement.

52. REDUNDANCY

52.1 The following redundancy Clause is an industry specific redundancy scheme and, as such, the NES does not apply to the Employer and Employees covered by this Agreement. Clause 41 of the Award is incorporated by reference.

52.2 The amounts listed in the table below are in substitution for (and not in addition to) the amounts listed in subclause 41.3 of the Award.

52.3 An Employee who ceases employment with the Employer for any reason shall be paid a severance payment as per the table below.

	From Commencement
Redundancy	\$110.00 per Completed Week of Service

52.4 Any period of service as a casual shall not entitle the Employee to accrue severance under this Clause.

52.5 A Completed Week of Service means any week where the Employee attends work for all ordinary hours in that week.

52.6 For the purpose of this Clause, a Completed Week of Service shall include time not worked due to annual leave, paid personal leave (including sick leave and carer's leave), compassionate leave, jury service, public holidays, RDO's and workers compensation to a maximum of two (2) weeks.

52.7 The Employer may offset an employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme, elected by an Employee. The Company will pay the Employee's redundancy pay entitlement to Reddifund or Protect as long as this redundancy pay scheme is an Approved Worker Entitlement Fund under the Fringe Benefits Tax Assessment Act 1986.

52.8 The company will ensure employees who are covered under:

- a) Electrical and Plumbing classifications, the above Redundancy will be through Protect; and
- b) For all other classifications, the above Redundancy will be taken out through Reddifund.

53. PAYMENT OF WAGES

53.1 Payment of wages shall be by electronic fund transfer to an Australian financial institution nominated by the employee.

53.2 Wages shall be paid weekly in arrears. In any week on which a holiday falls on the normal pay day, wages shall be paid on the preceding business day.

- 53.3 The Employer may deduct from an employee's wages, or any monies owing, any amount it is authorized or required to deduct including any overpayment of remuneration or any amount provided for by this Agreement.

54. DISPUTE RESOLUTION PROCEDURE

- 54.1 If a dispute relates to:

- a) a matter arising under this agreement; or
- b) the NES;
- c) the letter dated 30 May 2025 from the Company to the Union/s titled '*Alkimos Seawater Alliance (ASWA) - Alkimos Seawater Desalination Plant Project - Letter of Intent*' (the **Letter of Intent**),

this Clause sets out procedures to settle the dispute.

- 54.2 The purpose of this procedure is to allow the Employee and Employer access to a system to discuss and resolve grievances and disputes. Whilst this procedure is being followed work must continue normally (without stoppage, ban or limitation), until settlement is reached. Neither party to the issue shall be prejudiced as to the settlement of the issue by the continuance of work.

An Employee who is a party to a dispute under this clause 54 may appoint a representative for the purposes of the procedures in this clause.

The agreed procedure is detailed below.

Stage 1

If an Employee wishes to raise an issue, they will initially confer with their immediate supervisor who will take reasonable steps to resolve it.

Stage 2

If the matter is not satisfactorily resolved (or it is inappropriate for the Employee to raise it with the supervisor), the Employee is entitled to raise the issue with their Superintendent who will take all reasonable steps to resolve it.

Stage 3

If the Employee is not satisfied with the manner in which the concerns were addressed in the previous stages, they may seek a review from the Employer nominated representative. The matter and all relevant circumstances relating to it will be reviewed, including all steps that have been taken to resolve it. Where practicable, a written reply will be given to the Employee.

Stage 4

If the issue is still not resolved, the matter may be referred to Fair Work Commission for conciliation and arbitration if necessary.

REFERENCE TO THE FWC

- 54.3 Where the above procedures have been complied with but do not resolve the dispute, either the Company or the employee/s involved may refer the dispute to the FWC under the FW Act.
- 54.4 Where a dispute is referred to the FWC it may, unless satisfied that it would not assist the resolution of the dispute, endeavour to resolve the dispute by conciliation.

In conciliation:

- a) The 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 it is not present;
- b) Where, and to the extent that the Company and employee/s concerned agree, the FWC may issue a recommendation.

- 54.5 The FWC may arbitrate the matter or matters in dispute. Provided that before it may arbitrate the matter or matters in dispute the Company, the employee/s concerned, and their representatives must agree to implement or abide by the outcome of the arbitration.
- 54.6 Otherwise, where the dispute is arbitrated, the FWC exercises the powers contained in Division 3, Part 5.1, Chapter 5 of the FW Act.
- 54.7 Where the FWC is empowered to make a recommendation or to arbitrate the matter, it may request information and submissions in writing in accordance with the Act and may Issue a recommendation or decision based on that written material.
- 54.8 Where the FWC is empowered to arbitrate the matter, the decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench of the FWC.
- 54.9 The Company and employee/s concerned may be represented in any proceedings in the FWC.
- 54.10 The FWC may dismiss a matter at any time if it forms a view that:
- a) the matter is trivial or frivolous;
 - b) the matter is incapable of resolution within a timeframe it considers reasonable, or
 - c) the person who referred the matter to the FWC is acting unreasonably in failing to resolve the dispute.
- 54.11 Whilst the procedures in this Clause are being followed, each employee:
- a) 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
 - b) must comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.
- 54.12 Whilst the procedures set out in this Clause are being followed, the Company, the employee/s concerned, and their Union representatives must be committed to avoiding stoppages of work, lockouts or other bans or limitations on the performance of work and the Company shall 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.

55. PROTECTIVE CLOTHING, EQUIPMENT AND FOOTWEAR

- 55.1 Upon commencement on the Project, the Employer will issue to each employee the following protective clothing, equipment, and footwear:
- a) One (1) pair of safety footwear;
 - b) Four (4) pairs of standard-issue cotton long pants and four (4) standard-issue cotton long sleeve shirts or alternatively, four (4) pairs of cotton overalls (employee choice);
 - c) One (1) jacket to any person employed on Site between 1 April and 30 September each year.
 - d) One (1) safety helmet;
 - e) One (1) pair of approved safety glasses;
 - f) One (1) fit over legionnaires hat; and
 - g) The Employer will also make available sunscreen (SPF 50+) for personnel engaged in outside work.
- 55.2 The above clothing, equipment and footwear must be worn by each employee whilst on Site.
- 55.3 Employees who receive from the Employer an issue of protective clothing and/or safety footwear as part of that Employer's policy shall not receive the clothing issue prescribed by this

Clause except for any additional item prescribed by this Clause and not provided by the Employer.

- 55.4 The Employer will reimburse the Employee for the cost of the Employee providing their own safety footwear, where there is a special need and the footwear is not provided by the Employer, up to a maximum of \$250.00. The reimbursement is conditional upon the Employer being provided with the original receipt of purchase prior to reimbursement.
- 55.5 Re-issue of the clothing specified in sub-Clause 55.1 hereof shall be on the basis of fair wear and tear provided the worn-out item is produced for replacement.

56. SITE SECURITY

- 56.1 The Employer will determine a system of entry to and exit from the site. The system will include a method of personal identification for each employee. The system may include computerised personnel access facilities activated by electronic or magnetic cards.
- 56.2 An employee must display or produce on request the form of personal identification issued for the purpose of working on the Project when seeking entry to the Site, or at any time whilst on the Site.

57. INCLEMENT WEATHER

- 57.1 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 see 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.
- 57.2 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.
- 57.3 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of Clause 57.2.
- 57.4 Inclement weather occurring during overtime will not be taken into account for the purposes of Clause 57.2 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours. 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 this is not possible for all employees to work, it is accepted that employees may continue working whilst others are not able to do so.
- 57.5 It is not the intent or requirement for employees to work in inclement weather (rain). However, in emergencies work may continue, or as agreed between the employer and effected employee/s, in circumstances such as when provided with wet weather gear to unload trailers or complete concrete pours (as examples), during periods of inclement weather 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 the rain such as in the above circumstance, they shall be paid single time in addition to the rate of pay applicable at the time.
- 57.6 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 this Clause.

58. FITNESS FOR WORK

- 58.1 Employees are required to comply with the Employer's Fitness for Work Policy and with any site requirements for fitness for work.
- 58.2 Employees must ensure that they take all reasonable care not to expose themselves or others to unnecessary health or safety risks. It is the Employees' obligation to ensure they are fit to work at the start of the shift and throughout the work period.
- 58.3 Fitness for work includes physical, psychological and social factors. Impairment of fitness for work can be due to a range of factors, including:
 - a) Medical conditions, including stress; Alcohol; Drugs; and Fatigue.
- 58.4 An Employee must notify his or her supervisor at the start of the shift if the Employee is taking prescription drugs which may cause impairment.
- 58.5 If an Employee has any concerns regarding their fitness for work or the fitness for work of another person, the Employee must notify their supervisor immediately.
- 58.6 The Employer is committed to providing safe systems of work and eliminating hazards in the workplace. This includes taking reasonable precautions to ensure all Employees are in a fit state to work so as to minimise the risk of injury to Employees and others.
- 58.7 All Employees will be subject to alcohol and drug testing both at the commencement of their employment, as part of the Employer's selection process, and throughout their employment in accordance with the Employer's Fitness for Work Policy.
- 58.8 Employees will also be subject to the Employer's Drug and Alcohol Policy and will undergo drug and alcohol testing in accordance with the procedures contained in that policy.
- 58.9 A positive result to these tests may result in disciplinary action, including termination of employment, in accordance with the Fitness for Work Policy.

SIGNATURES

Signed on behalf of Acciona Construction Australia Pty Ltd:

Name (print): Peter Scheiwe.....
Address: Level 3, 600 Murray Street, West Perth 6005.....
Position: ASWA Alliance Manager.....
(basis of authority to sign)

Signature:
Date:

Signed on behalf of Acciona M&E Pty Ltd:

Name (print): Jose Sorto.....
Address: Level 4, 45 Francis Street, Northbridge 6003.....
Position: General Manager.....
(basis of authority to sign)

Signature:
Date:

Signed on behalf of the Construction, Forestry and Maritime Employees Union (CFMEU):

Name (print): Michael (Mick) Buchan.....
Address: Trades Hall, 74 Beaufort Street, Perth WA 6000.....
Position: State Secretary.....
(basis of authority to sign)

Signature:
Date:

Signed on behalf of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU):

Name (print): Steve McCartney.....
Address: 121 Royal Street, East Perth WA 6004.....
Position: State Secretary.....
(basis of authority to sign)

Signature:
Date: 4 June 2025.....

Signed on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (CEPU):

Name (print): Adam Woodage.....
Address: 3 Focal Way, Bayswater WA 6053.....
Position: State Secretary.....
(basis of authority to sign)

Signature:
Date:

**Signed on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union (CEPU):**

Name (print): Earl Stetches
Address: 52 Victoria Street, Carlton South VIC 3053
Position: State Secretary

(basis of authority to sign)

Signature:

Date:

APPENDIX ONE - CLASSIFICATIONS DEFINITIONS

CW1 – Tasks Undertaken	<p>General construction labouring and cleaning duties;</p> <p>Assists employees at higher classification levels, including tradespeople;</p> <p>Uses hand-held grinding machines; and work of a Chain person or Surveyor's Assistant.</p>
CW2 – Tasks Undertaken	<p>Duties in a tool or materials store, including the receiving, dispatching, distributing, sorting, checking, documenting, and recording of goods, materials and components which may involve the use of forklifts, hand trolleys and similar lifting equipment; and</p> <p>Operates hand-controlled roller.</p>
CW3 – Tasks Undertaken	<p>Concrete tester;</p> <p>Structural work on concrete operations, including assisting tradespeople fixing form work, fixing steel (including tack welding steel reinforcement), placing concrete and finishing placed concrete;</p> <p>Rigger or Scaffolder holding a certificate other than an advanced certification;</p> <p>Duties of a Dogperson;</p> <p>Powder monkey;</p> <p>Undertakes spotters duties for mobile equipment;</p> <p>Operates the following types of equipment:</p> <ul style="list-style-type: none"> • articulated on-site vehicles; • Bitumen sprayer; • Concrete batching plant; • Aggregate crushing plant; • Concrete pump operator; • Concrete agitator truck driver; • Concrete finisher, powered; • Crawler tractor with power operated attachments (up to and including 2,000kg shipping mass); • Dumper, rear, and bottom (above 2 cubic meters up to and including 30 cubic meters struck capacity); • Skid steer—up to but not exceeding 48 kW (65 hp) • Hand sprayer, lance type; • Pneumatic tyred tractor with power operated attachments (up to and including 1.5kw net engine power); • Roller vibrating or non-vibrating (under 8 tonnes) - not hand controlled; • Trenching machine (small Ditch-Witch type); and • Drilling machine.

CW4 – Tasks Undertaken	<ul style="list-style-type: none"> • Rigger or Scaffolder holding an advanced certification; • Pipe layers and drainers work; • Operates articulated on-site vehicles; and • Operates the following types of mobile plant: • Crawler loader (up to and including 15,000kg mass); • Bitumen Sprayer (Driver); • Crawler tractor with power operated attachments (over 2,000kg up to and including 15,000kg shipping mass); • Skid steer tractor—from 48 kW (65 hp) • Excavator up to and including 0.5 cubic meters struck capacity); • Grader (below 35kw net engine power); • Pile driver; • Pneumatic tyred loader (up to and including 105kw net engine power); • Pneumatic tyred tractor with power operated attachments (above 15kw up to and including 50kw net engine power); • Roller (8 tonnes and above); and • Scraper (up to and including 10 cubic meters struck capacity)
CW5 – Tasks Undertaken	<p>Operates the following types of mobile plant:</p> <ul style="list-style-type: none"> • Crawler loader (above 15,000kg mass up to and including 60,000kg mass); • Crawler tractor with power operated attachments (above 15,000kg up to and including 60,000kg mass); • Skid steer —from 48 kW (65 hp); • Dumper, rear, and bottom (above 30 cubic meters up to and including 120 cubic meters struck capacity); • Excavator (above 0.5 cubic meters, up to and including 5.5 cubic meters struck capacity - this group includes Gradall); • Grader (35kw up to and including 190kw net engine power); • Pneumatic tyred loader (over 105kw up to and including 500kw net engine power); • Pneumatic tyred tractor with power operated attachments (above 150kw up to and including 500kw net engine power); and • Scraper (above 10 cubic meters up to and including 50 cubic meters struck capacity).
CW6 Tasks undertaken	<ul style="list-style-type: none"> • Dumper, rear and bottom (from 100 cubic metres struck capacity), operator • Loader, front end loader (from 370kw up to 450kw) • Tractor (from 370kw up to 450kw)

APPENDIX TWO – MODEL CONSULTATION TERM

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative.
- the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

APPENDIX THREE – WORKPLACE DELEGATES' RIGHTS

36A. Workplace delegates' rights

36A.1 Clause 36A provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.

36A.2 In clause 36A:

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

36A.3 Before exercising entitlements under clause 36A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

36A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

36A.5 Right of representation

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

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

36A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 36A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

36A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 36A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

36A.8 Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per fifty (50) eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

36A.9 Exercise of entitlements under clause 36A

- (a) A workplace delegate's entitlements under clause 36A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 36A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 36A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 36A.

36A.10 Interaction with other clauses of this Agreement

Other clauses of this Agreement may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this Agreement is more favourable to the delegate than an entitlement under clause 36A, the entitlement under the other clause applies instead of the entitlement under clause 36A.

APPENDIX FOUR – RDO CALENDAR

2025

JANUARY						
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Public Holidays

DLW

RDO

2026

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Public Holidays	DLW	RDO
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2027

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

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

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

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

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

Public Holidays	DLW	RDO
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