



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

RLS (Wa) Pty Ltd Trading AS Rigsafe Wa
(AG2025/1065)

RLS ENTERPRISE AGREEMENT 2025

Building, metal and civil construction industries

DEPUTY PRESIDENT MASSON

MELBOURNE, 6 MAY 2025

Application for approval of the RLS Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *RLS Enterprise Agreement 2025* (the Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (the Act). It has been made by RLS (WA) Pty Ltd Trading As Rigsafe WA. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[4] The Agreement does not have a delegates' rights terms as required under s 205A of the Act. I intend to insert a copy of the delegates rights term as found under clause 36A of the Award (as defined in the Agreement) in accordance with clause 5.3(a) of the Agreement.

[5] Clause 21.3 of the Agreement causes ambiguity as it does not expressly include s 104(1)(b) and (c) of the Act in the meaning of 'permissible occasions'. Clause 21.3 will be read in conjunction with clause 21.2 of the Agreement and s 104(1)(b) and (c) of the Act in accordance with clause 5.3(a) of the Agreement.

[6] Clause 6.18 of the Agreement may be viewed as more restrictive than s 66AAB of the Act. If clause 6.18 will be read in conjunction with s 66AAB of the Act in accordance with clause 5.3(a) of the Agreement if it is found to be more restrictive.

[7] The Construction, Forestry and Maritime Employees Union, being a bargaining representative for the Agreement, have given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), I note the Agreement covers the organisation.

[8] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 13 May 2025. The nominal expiry date of the Agreement is 5 May 2029.



DEPUTY PRESIDENT

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

RLS ENTERPRISE AGREEMENT 2025

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1. TITLE

1.1 This agreement is known as the *RLS Enterprise Agreement 2025*.

2. DEFINITIONS AND ABBREVIATIONS

2.1 The meaning of the terms used in this Agreement are set out as below:

“**ACD period**” means the where the Employer shuts down all or any part of the business over the Christmas/New Year holidays;

“**Agreement**” means the *RLS Enterprise Agreement 2025*;

“**All Purposes**” means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings, or payments while on annual leave;

“**Award**” means the Building and Construction General On-site Award 2020;

“**EFT**” means electronic funds transfer;

“**Employee**” means an employee of the Employer when engaged in any work involving or in association with maintenance, modification, repair, on site building, civil construction, and any related or associated works when employed in the classifications in this Agreement anywhere within Western Australia.

“**Employer**” means RLS (WA) Pty Ltd (ACN: (639 584 731)

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

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

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

“**RDO**” means a Rostered Day Off;

“**R&R**” means Rest and Recreation Leave; and

“**RTO**” means a Registered Training Organisation.

3. PARTIES BOUND AND APPLICATION OF AGREEMENT

3.1 This Agreement covers:

- (a) Employer; and
- (b) Employees of the Employer when engaged in any work involving or in association with maintenance, modification, repair, metal, and engineering construction, on site building, civil construction, and any related or associated works when employed in the classifications in this Agreement anywhere within Western Australia.

4. PERIOD OF OPERATION

4.1 This Agreement commences operation on the seventh (7th) day after the day it is approved by the FWC.

4.2 The nominal expiry date of this Agreement is four (4) years after the day on which the FWC approves the Agreement.

4.3 This Agreement continues to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the FW Act.

5. RELATIONSHIP TO NES AND AWARDS, INDUSTRIAL INSTRUMENTS

5.1 This Agreement operates to the exclusion of the Award, except as expressly referred to in this Agreement.

5.2 This Agreement also completely excludes the operation of any other award or other industrial instrument.

5.3 Entitlements provided for in the NES are:

- (a) the Agreement will be read and interpreted in conjunction with the NES and 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; and
- (b) not intended as a substitute for the detailed provisions of the NES.

6. CONTRACT OF SERVICE

Types of Employment

6.1 Employees will be employed in one of the following categories:

- (a) full-time Employees;
- (b) part-time Employees;
- (c) daily hire Employees;
- (d) specified period of time or specified task; or
- (e) casual Employees.

Full-time Employment

6.2 A full-time Employee is an Employee who works thirty-eight (38) ordinary hours per week.

Part-time Employment

6.3 A part-time Employee is an Employee who works fewer than thirty-eight (38) ordinary hours per week and has reasonably predictable hours of work.

6.4 For each ordinary hour worked, a part-time Employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification and pro rata entitlements for those hours.

6.5 An Employer must inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

6.6 Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

- (a) that the Employee may work part-time;
- (b) upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work;
- (c) upon the classification applying to the work to be performed; and
- (d) upon the period of part-time employment.

6.7 The terms of an agreement may be varied, in writing, by consent.

Daily Employment

6.8 A daily hire Employee is a tradesperson, or a labourer engaged subject to the following:

- (a) One day's notice of termination of employment will be given on either side or one day's pay will be paid or forfeited;
- (b) Notice given at or before the usual starting time of any ordinary working day will expire at the completion of that day's work;
- (c) A tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools; and
- (d) Nothing in this clause will affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

Specified Period of Time or Specified Project/Event

- 6.9 An Employee (other than a Casual Employee) may be employed by the Employer for a specified period of time or for a specified project/event of finite duration as determined by and set out in the Employee's letter of offer or contract of employment.
- 6.10 In the event an Employee's contract for a fixed period of time reaches its nominated expiry date, or the specified project/event reaches its conclusion for the Employee, the Employee's employment will come to an end automatically.

Casual Employment

- 6.11 A casual Employee is one engaged and paid in accordance with the provisions of clauses 6.12 to 6.17.
- 6.12 The Employer, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, the job to be performed, the likely number of hours to be worked, the classification level and the relevant rate of pay.
- 6.13 A casual Employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carers leave, paid compassionate leave, paid community service leave, notice of termination and redundancy benefits.
- 6.14 A casual Employee is entitled to payment for a minimum of four hours' work per engagement.
- 6.15 A casual Employee must be paid a casual loading of 25% on their base hourly rate.
- 6.16 The casual loading is paid as compensation for the absence of paid leave, notice of termination and redundancy benefits and Public Holidays not worked.
- 6.17 A casual Employee will be entitled to the relevant penalty rates prescribed by clause 11 ("Overtime"), clause 16 ("Shift Work") and clause 21 ("Public Holidays") of this Agreement as the case may be, provided that where the:
- (a) relevant penalty rate is time and a half; the Employees must be paid one hundred and seventy-five (175%) percent of the hourly rate prescribed for the Employee's classification;
 - (b) relevant penalty rate is double time; the Employees must be paid two hundred and twenty-five (225%) percent of the hourly rate prescribed for the Employee's classification; and
 - (c) relevant penalty rate is double time and a half, the Employees must be paid two hundred and seventy-five (275%) percent of the hourly rate prescribed for the Employee's classification.

Casual Conversion

- 6.18 A casual Employee, other than an irregular casual Employee, who has been engaged for a sequence of periods of employment under this agreement during a period of twelve (12) months, thereafter, will be offered to have their contract of employment converted to full-time or part-time employment if the employment, in the opinion of both parties, is to continue beyond the conversion process.

Probation

- 6.19 A new permanent Employee (whether part time or fulltime) will be engaged on a probationary period of six (6) months.
- 6.20 During any period of probation, either party can terminate the employment by notice in accordance with this Agreement.

Duties

- 6.21 An Employee's duties and responsibilities may be varied by the Employer, provided that they are within the Employee's range of skills, qualification, competence, and training.
- 6.22 An Employee engaged for more than two hours, during one day on duties carrying a higher rate than the employee's ordinary classification, must be paid the higher rate for the entire day. Otherwise, the employee must be paid a higher rate for the time worked.
- 6.23 At all times in performing their duties and responsibilities, Employees are required to:
- (a) comply with the work site environmental health and safety regulations, procedures, and practices;
 - (b) establish and maintain a safe and healthy work area, ensure safe and healthy work practices are always followed and within their duty of care, take responsibility for their personal safety and the safety of other Employees;
 - (c) ensure their personal fitness for work on each day they are scheduled to work;
 - (d) Raise any personal concern/issue directly with their immediate supervisor thereby providing the Employer with an opportunity to resolve/assist the concern/issue. If the supervisor is not available, then raise the matter with a more senior Employer leader;
 - (e) comply with any lawful and reasonable direction given by the Employer;
 - (f) behave in a respectful and courtesy manner with all other employees of the company; and
 - (g) devote the whole of their time and attention to their work.

Note: The Employer will not sue, or caused to be sued, any Employee for breach of section 50 of the FW Act as a result of any breach of clause 6.23 of the Agreement.

Workplace Flexibility

- 6.24 Employees are required to be multi-skilled and work in a flexible manner.
- 6.25 All Employee's will be required to perform a diverse range of functions within their skill and competence.
- 6.26 There shall be no demarcation, restrictions, or limitations on the performance of work whatsoever, including or between traditional trades (craft), occupations, vocations, callings or whether by way of demands, workplace requirements or work practices.

Stand Down

- 6.27 Notwithstanding any other provision in this Agreement, where an Employee cannot be usefully employed due to industrial action, breakdown of equipment or any stoppage of work over which the Employer cannot be reasonably held responsible, the Employer may stand down the Employee and withhold payment for that period.
- 6.28 This does not break continuity of employment for the purposes of any entitlements.

Fitness for Work

- 6.29 Employees must not be affected by alcohol or drugs during working hours.
- 6.30 An Employee who is taking medication, or suffering from any condition, which may affect or limit the Employee's ability to carry out work must advise his/her supervisor.
- 6.31 Employees may be required to undertake random or "for cause" drug and alcohol testing.
- 6.32 When an Employee returns a non-negative test or fails to undertake a test, he/she will be suspended without pay until the Employee is deemed fit for work or the Employment is terminated.

6.33 All Employees are required to adhere to the Workplace Health and Safety Acts, the Workplace Health and Safety Regulations and the Safety procedures of both the Employer and the Employer's clients.

7. CLASSIFICATIONS AND WAGE RATES

7.1 Employees (other than Apprentices) shall be paid no less than the following base hourly rates of pay:

| Classification | Base Hourly Rate Pay |
|---|-----------------------------|
| Senior Supervisor | \$50.00 |
| Supervisor | \$47.00 |
| Senior Leading Hand | \$45.00 |
| Leading Hand | \$43.00 |
| Welder / Boiler Maker | \$47.00 |
| Operating crane more than 100t up to 180t | \$48.00 |
| Operating crane more than 50t up to 99t | \$46.00 |
| Operating crane more than 15t up to 49t | \$44.00 |
| Operating crane up to 15t | \$42.00 |
| Senior Rigger | \$42.00 |
| Advanced Rigger | \$40.00 |
| Intermediate Rigger | \$39.00 |
| Basic Rigger | \$37.00 |
| Dogperson | \$35.00 |
| Labourer | \$33.00 |

7.2 These base rates of pay incorporate all allowances, loadings unless specifically set out otherwise in this Agreement.

7.3 The above establishes base rates of pay only and these rates may be increased at the Employer's discretion based upon years of experience in the industry and relevant qualifications.

7.4 Pay rates will be reviewed by the Employer on an annual basis starting on the first (1st) July each year from the approval of this Agreement, the base rates above will increase over the life of the Agreement as follows:

- (a) by 3.5% from the first pay period on or after the first (1st) of July 2025;
- (b) by 3.5% from the first pay period on or after the first (1st) of July 2026;
- (c) by 3.5% from the first pay period on or after the first (1st) of July 2027; and
- (d) by 3.5% from the first pay period on or after the first (1st) of July 2028.

The rate increased in year 2025 above will be effectively a 3.0% in a pay rise and 0.5 % for that year incorporate into the superannuation percentage increases.

Apprentices

7.5 The base rate of pay for an Apprentice shall be calculated in accordance with clause 19.7 of the Award whereby reference to the "standard rate" in the Award will be read as a reference to the base rate of pay for a CW/ECW3 in the Agreement.

- 7.6 The rate of pay of an adult apprentice will be the base hourly rate of pay prescribed for the lowest paid classification in clause 7.1 or the base hourly rate of pay prescribed by clause 7.6 for the relevant year of apprenticeship, whichever is the greater.
- 7.7 An employee who was engaged by the Employer immediately prior to becoming an Adult Apprentice will not suffer a reduction in their base hourly rate of pay.
- 7.8 All fees charged by a RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six (6) months of commencement of the apprenticeship or a stage of the apprenticeship, or within three (3) months of the commencement of training provided by the RTO, whichever is the latter, unless there is unsatisfactory progress.
- 7.9 An employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

Classifications

- 7.10 On the commencement of an Employees employment with the Employer, the Employer will appoint an Employee to a Classification in the table above, where an Employee meets all the requirements set out in the Classification and Duties as so described in Appendix 1.

Payment of Wages

- 7.11 Wages shall be paid on a weekly basis by EFT to an acceptable financial institution nominated by the Employee.
- 7.12 The Employer may deduct from an Employee's wages, provided always that any monies owing or any amount it is authorised or required to deduct, including any overpayment of remuneration is provided for by this Agreement.
- 7.13 Despite anything else in this clause, an Employee paid by EFT may be paid in accordance with their usual pay cycle while on paid annual leave.

8. ALLOWANCES

Fares and Travel Allowance

- 8.1 An employee that starts and finishes work on a construction site or is required to perform prefabricated work in an open yard and is then required to erect or fix on-site will be paid an allowance of \$30.00 per day for each day worked.
- 8.2 Fares and Travel Allowance will also be paid each time an Employee is recalled after leaving the worksite to resume work on overtime or a call out.
- 8.3 Fares and Travel Allowance will not be payable on any day for which the Employer provides transport free of charge from the Employees' home or accommodation to their place of work and return.
- 8.4 If an Employee agrees to the Employer's request to use the Employees' own vehicle in the course of their employment to transfer from one site to another site during working hours the Employee will be paid an allowance per kilometre travelled of \$1.00.
- 8.5 Where an Employee transfers from one site to another site during working hours and uses public transport the reasonable cost of fares for public transport between sites will be paid.
- 8.6 Where an employee is required to transfer between sites "in the course of their employment," the time spent transferring will be paid at base rates of pay.
- 8.7 Where an Employee is required to travel to a site not located in a metropolitan radial area in which the site is more than fifty (50km) kilometres by road outside of the metropolitan radial area.
 - (a) the fares and travel allowance as defined at sub clause 8.1 above will not be paid; and

- (b) a distant work payment as follows will be paid:
 - (i) the time outside ordinary working hours reasonably spent in such travel, paid at the base hourly rate calculated to the next quarter of an hour with a minimum payment of half an hour per day for each return journey; and
where the Employee uses their own vehicle, any expenses necessarily incurred in such travel which will be a minimum per kilometer travelled of \$0.60.
- (c) despite paragraph 8.7, the distant work payment is not payable when, at the commencement of employment, the employee's usual place of residence was more than fifty (50km) kilometres by road from the construction site on which the employee was initially engaged.
- (d) a metropolitan radial area is the area within a radius of fifty (50km) kilometres of the GPO of a capital city of a State or Territory or the principal post office in a regional city or town in a State or Territory.

First Aid Allowance

- 8.8 An Employee who is appointed in writing by the Employer to be responsible for carrying out first aid duties and who holds the minimum qualifications recognised in Western Australia, as a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body will be paid a daily allowance of \$3.68.
- 8.9 An Employee who is appointed in writing by the employer to be responsible for carrying out first aid duties and who holds a higher first aid certificate recognised in Western Australia, as a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body will be paid a daily allowance of \$5.77.

Meal Allowance

- 8.10 An Employee required to work overtime for or more than two (2) hours after working ordinary hours must be paid an amount of \$20.00 to meet the cost of a meal.
- 8.11 An Employee will be entitled to the meal allowance for each meal after the completion of each four hours from the commencement of overtime.
- 8.12 This subclause will not apply to an employee who is provided with reasonable board and lodging or who is receiving a living away from home allowance as provided for in clause 9.8 (b) of this Agreement, is provided with a suitable meal.

9 DISTANT WORK AND ACCOMMODATION

- 9.1 Distant worker is where an employee is employed on work in Western Australia at such a distance from the employee's usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night.
- 9.2 Where Employees are provided with accommodation they are required to comply with the relevant rules for that accommodation.
- 9.3 Failure to comply with accommodation behaviour standards may lead to the withdrawal of your accommodation and possible termination of employment.

Living Away From Home

- 9.4 This clause shall apply when:
 - (a) an Employee is employed on work at such a distance from the Employee's place of residence that the Employee cannot reasonably return to that place each night; and
 - (b) the Employee has provided the Employer with details of their usual place of residence in accordance with clause 9.5.

Employee's Usual Place of Residence

- 9.5 On engagement, an Employee must provide the Employer with details of their usual place of residence at the time of application and reasonable documentary proof of those details.
- 9.6 No subsequent change of address will entitle an Employee to the provisions of this clause unless the Employer agrees.
- 9.7 The Employee is not entitled to any payment or other benefit under this clause if the Employee has knowingly made a false statement regarding the details required in clause 9.5.

Entitlement

- 9.8 Where an Employee qualifies under clause 9.4 the Employer will:
- (a) provide the Employee with reasonable board and lodging in a well-kept establishment with three adequate meals each day; or
 - (b) by agreement between the Employer and Employee a daily amount in lieu of food and lodging may be agreed, and it will then be the Employee's responsibility to provide their food and lodging, and it is agreed that the Employee will receive as a minimum the payment for Living Away from Home Allowance as under the Award.
 - (c) where an Employee is required to live in camp and provided all food and lodging free of charge. Where Employees are provided with camp accommodation they are required to comply with the relevant rules for that camp.
- 9.9 Employees who are mobilised from their usual place of residence to a distant job (and demobilisation) will be paid at their ordinary rate of pay for all time spent travelling from their point of hire to their destination, up to a maximum of eight (8) hours' pay and there will be no payment for time spent travelling for R&R purposes.
- 9.10 Employees will be provided with suitable board and lodging and have all meals paid for by the Company while travelling to or from a distant work site.
- 9.11 In the event an Employee is required to pay for their own travel to or from a work site, the Company will reimburse the Employee for all reasonable travel expenses incurred by the Employee (including expenses incurred by the Employee for transporting the Employee's tools).

10 HOURS OF WORK

- 10.1 Except as provided in clause 15 ("Shift Work"), Ordinary Hours will not exceed thirty-eight (38) per week over a defined twenty (20) day four (4) week work cycle. Ordinary Hours shall be worked between 6.00 a.m. and 6.00 p.m.
- 10.2 Where it is agreed between the Employer and the Employees the working day may start at 5.30 am or at any time between that hour and 8.00 am and the ordinary time will then begin to run from the time fixed, and the meal break will be adjusted accordingly.
- 10.3 The Employer will determine the actual method of working ordinary hours. However, the maximum number of ordinary hours to be worked on any given day shall be eight (8) hours.
- 10.4 The pattern of working Ordinary Hours may be altered by agreement with an individual Employee or with the majority of Employee's in the plant, project site, workshop, section, or sections concerned or by the Employer giving one (1) weeks' notice.
- 10.5 By agreement between the Employer and an Employee, working hours may be arranged to allow an Employee to accrue one RDO over a four-calendar week work cycle.
- 10.6 The Employee will work forty (40) ordinary hours each week, be paid thirty-eight (38) hours at the base hourly rate of pay and accrue two (2) hours at the base hourly rate of pay towards an RDO. This enables the Employee to accrue one RDO per four calendar week work cycle.

- 10.7 RDOs will be taken by Agreement or as directed by the Employer.
- 10.8 Payment of RDO's shall be made at the base rate in clause 7.1.
- 10.9 When directed by the Employer, the full-time Employee may accrue up to thirteen (13) RDO's to be taken at a mutually agreeable time subject to the Employer reserving the right to direct the Employee's to take those RDO's at one day's notice.
- 10.10 When agreed between the Employer and an Employee, an Employee may cash out any accrued RDO's.
- 10.11 A new full-time or part-time employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least seven point six (7.6) hours' work or payment therefore at base hourly rates of pay.

11 OVERTIME

- 11.1 The Employer may require an Employee to work a reasonable amount of overtime including rostered overtime.
- 11.2 In computing overtime, each day stands alone.
- 11.3 Subject to the provisions of this clause, all work done beyond the ordinary hours on 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.
- 11.4 Overtime performed on weekends will be subject to the following penalties:
 - (a) Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter;
 - (b) Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time; or
 - (c) Public Holidays shall be paid for at the rate of double time and a half.

Working of Overtime

- 11.5 Employees who work on Saturdays will be engaged for a minimum period of four (4) hours. Employees who work on Sundays or Public Holidays will be engaged for a minimum period of four (4) hours.
- 11.6 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten consecutive hours off duty between the works of successive days.
- 11.7 An Employee (other than a casual Employee) who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day so that the Employee has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 11.8 If, on instructions of the Employer, such an Employee resumes or continues work without having had such ten consecutive hours off duty, the Employee shall be paid at double time until released from duty and shall then be entitled to be absent for such period of ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Withdrawal of Overtime

- 11.9 Overtime is not guaranteed and can be withdrawn by providing Employee's with at least one (1) hours' notice, the Employer will not be required to give notice of withdrawal of overtime in the event of any industrial action that affects the Employer.

Recall

- 11.10 When an Employee is recalled back to work following completion of work:

- (a) the Employee shall be paid for at least three hours at overtime rates; and
- (b) time reasonably spent in getting to and from work shall be counted as time worked.

Part-time Employees

- 11.11 A part-time Employee who is required to work in excess of their designated ordinary part-time hours of work on any day will be paid overtime pursuant to Clauses 11.3 or 11.4.
- 11.12 An Employee required to work overtime for or more than two (2) hours after working ordinary hours must be paid an amount of \$20.00 to meet the cost of a meal.
- 11.13 An Employee will be entitled to the meal allowance for each meal after the completion of each four hours from the commencement of overtime.
- 11.14 Sub clauses 11.13 and 10.14 will not apply to an employee who is provided with reasonable board and lodging or who is receiving a living away from home allowance as provided for in clause 9.8 (b) of this Agreement, is provided with a suitable meal.

12 MEAL BREAKS AND REST PERIODS

- 12.1 The Employer shall structure the working hours to include one half-hour unpaid meal break to be taken within the first six (6) hours of the commencement of work, provided that this may be extended upon agreement between an Employee, or group of Employee's, and the Employer.
- 12.2 The Employer may stagger the times for Employee's to take meal breaks and rest periods to meet operational requirements.
- 12.3 Where because of the site location or area, the majority of Employees on-site agree that the meal break and rest break may be combined with the meal break than is to be not more than 45 minutes.
- 12.4 Rest periods will be allowed by the Employer each day of work at a time determined by the Employer.

13 REST AND RECREATION LEAVE

- 13.1 An Employee may be required to work a system of works that includes R&R. R&R usually consists of a period of unpaid authorised leave, accrued RDOs (if applicable) and any paid leave which has been requested and approved.
- 13.2 If, in such a case, the Employer elects to roster the Employee on a system which provides for R&R, any accrued RDO's shall generally be taken concurrently with the Employee's R&R.

14 TOOLS OF TRADE

- 14.1 When tools are provided by the Employer to assist the Employees in performing their duties, the Employees are not entitled to use the Employer tools for personal use unless previously authorised.
- 14.2 The Employees must use their best endeavours to use and maintain all tools provided by the Employer in good condition and working order.
- 14.3 The Employees must immediately notify the Employer of any losses, damage to or theft of tools provided by the Employer.

15 LICENCES AND QUALIFICATIONS

- 15.1 At all times, Employees are required to maintain a valid driver's licence, appropriate safety card and any other licences or qualifications which may include national police clearance, that they are required to hold in order to perform their duties at their own cost.

- 15.2 The Employer may ask for, and the Employees agree to provide proof of such licences, qualifications, or cards at any time.
- 15.3 Where any of an Employee's required licences, qualifications, clearances, or cards are suspended, cancelled, revoked, or are otherwise invalidated, the Employee is required to inform the Employer immediately, and may face termination of employment where it adversely affects the Employees ability to perform the inherent requirements of his/her job.

16 SHIFT WORK

Building and Engineering Sector

- 16.1 An Employer has the right to direct Employees to work shift work but before it does so, it must give forty-eight (48) hours' notice of intention to introduce shift work.
- 16.2 The notice will include advice on the intended starting and finishing times of the respective shifts.
- 16.3 However, less than forty-eight (48) hours' notice may be given in the event of safety or emergency requirements. Shift workers are Employees that work a system of work in which operations are being continued by the employment of a group of Employees upon work on which another group had been engaged previously.
- 16.4 For the purposes of this clause,
- (a) afternoon shift means a shift starting at or after 1.00pm and before 3.00pm;
 - (b) night shift means a shift starting at or after 3.00pm and before 11pm;
 - (c) early morning shift means a shift starting at or after 11:00pm and before 5.00 am;
 - (d) morning shift means a shift starting at or after 4:30am and before 5:30am; or
 - (e) early afternoon shift means a shift starting on or after 11:00am and before 1.00pm.
- 16.5 Ordinary hours for nightshift Employees will average thirty-eight (38) hours per week over a defined work cycle. For the sake of clarity, the maximum number of ordinary hours to be worked on any given day shall be eight (8) hours.
- 16.6 The consecutive nature of shifts will not be regarded as broken, if work is not carried out on a Public Holiday, Saturday or Sunday.
- 16.7 In addition to the wages paid under this Agreement, Employees on early morning shift, nightshift work or afternoon shift shall be paid a flat loading of fifty (50%) percent of their base hourly rate for each ordinary hour worked.
- 16.8 In addition to the wages paid under this Agreement, Employees on morning shift work or early afternoon shift shall be paid a flat loading of twenty-five (25%) percent of their base hourly rate of pay for each ordinary hour worked.
- 16.9 In the case of broken shifts (i.e., less than thirty-eight (38) ordinary hours worked over five consecutive shifts Monday to Friday) the rates prescribed will be time and half the base hourly rate of pay for the first two (2) hours and then double the base hourly rate of pay thereafter.
- 16.10 That crib time of twenty (20) minutes duration will be allowed on each shift and will be paid for as though worked as described in clause 16.4 of the Agreement and as such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this Agreement.
- 16.11 Shift workers shall be paid for all work in excess of shift hours Monday to Friday, other than holidays, will be paid for at double time (excluding shift rates).

16.12 For purposes of this Agreement a continuous shift worker shall include 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.

Civil Sector

16.13 For the purpose of this clause:

- (a) shiftwork means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged previously;
- (b) day shift means any shift starting on or after 6.00 am and before 10.00 am;
- (c) afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm;
- (d) night shift means any shift starting at or after 8.00 pm and before 6.00 am; or
- (e) rostered shift means a shift of which the employee concerned has had at least 48 hours' notice.

16.14 Shifts must be worked according to a roster which will provide for rotation of shifts unless all the employees concerned agree otherwise provide for not more than eight shifts to be worked in any nine consecutive days and specify the commencing and finishing times of each shift.

16.15 The ordinary hours of work for shift workers will not exceed an average of thirty-eight (38) per week over a cycle of two, three or four weeks. For the sake of clarity, the maximum number of ordinary hours to be worked on any given day shall be eight (8) hours.

16.16 A shift will consist of not more than eight consecutive hours inclusive of a crib time of thirty (30) minutes which will be counted as time worked.

16.17 Twenty-four (24) minutes of each eight-hour shift worked during a shift cycle will accrue as an entitlement to take a rostered off shift after each nineteen (19) shifts worked.

16.18 The rostered off shift will be paid for as though worked.

16.19 Each day of paid leave taken and any Public Holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.

16.20 A shift worker who has not worked or is not regarded by reason of clause 16.17 as having worked a complete shift cycle will receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle.

16.21 Such pro rata entitlements will be payable for the rostered off shift or, in the case of termination of employment, on such termination.

16.22 The employer and employees concerned will agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation.

16.23 Such accumulation will be limited to not more than five shifts before they are taken as rostered off shifts.

16.24 When rostered off shifts are taken, they will be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

16.25 The rostered off shift prescribed by this clause will be taken as a paid shift off.

- 16.26 Provided that where an employer for emergency reasons requires an employee to work on their rostered off shift the employee will, in addition to their accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.
- 16.27 All time worked by a shift worker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time.
- 16.28 Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.
- 16.29 A shift worker whilst on afternoon or night shift other than on a Saturday, Sunday or holiday must be paid their ordinary time hourly rate plus fifteen (15%) percent.
- 16.30 Employees working shifts between midnight on Friday and midnight on Saturday must be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 16.17.
- 16.31 Subject to this clause, the provisions of clause 20, will apply to shift workers.
- 16.32 Where shifts commence between 11.00 pm and midnight on a Sunday or holiday, the time so worked before midnight will not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday will be regarded as time worked on such Sunday or holiday.
- 16.33 Where shifts fall partly on a Sunday or a holiday that shift, the major portion of which falls on a Sunday or a holiday, will be regarded as the Sunday or holiday shift.
- 16.34 Shift workers who work on any afternoon or night shift, which does not continue for at least five successive afternoons or nights, will be paid at the rate of time and a half for all ordinary time occurring during such shift.
- 16.35 An employee who:
- (a) during a period of engagement on shift, works night shift only;
 - (b) remains on a night shift for a longer period than four successive weeks; or
 - (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each cycle,
- must, during such engagement, period or cycle be paid their ordinary time hourly rate plus 30% for all time worked during ordinary working hours on such night shift.

17 INCLEMENT WEATHER

- 17.1 "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions be they those of hail, snow, cold, high wind, severe dust storm, extreme temperatures, or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed there to continue working whilst the same prevail.
- 17.2 If the site on which an Employee is working is affected by Inclement Weather, where possible the Employee will be relocated on site.
- 17.3 If this is not able to occur, then the Employee will be relocated to another site or to the Employer's yard to perform work until the Employee can return to the site affected by the Inclement Weather.
- 17.4 If the Employee cannot be relocated on site, to another site or to the Employer's yard, the Employee must remain on site until the Employer instructs them to leave.

17.5 Where an Employee covered under the Agreement is not able to perform any work at a site because of inclement weather, the employee will receive payment at the base hourly rate for ordinary hours and the payment for time lost due to inclement weather will be subject to a maximum of thirty-two (32) hours pay in any four (4) week period for each Employee.

17.6 This rate is sufficient to compensate the Employees for any hours lost due to Inclement Weather.

18 ASSIGNMENT TERMS AND CONDITIONS

18.1 From time to time the Company may direct an Employee engaged under this Agreement to work at a Project where the Employer is requested by a Principal Contractor to engage an Employee under different terms and conditions of employment to those contained in this Agreement (**Assignment**).

18.2 In such an Assignment the below shall apply to an Employee covered by the Agreement under the direction of the Employer related to services, work performed by within Western Australia where all of the below are met:

- (a) an Employee of the Employer performs work on a Project where the Project Contractual Value is \$100m or more (**Major Project**); and
- (b) the Major Projects Principal Contractor is party to an enterprise agreement (**Principal Contractor Agreement**); and
- (c) the work performed by the Employee on the Major Project is a classification covered by the Principal Contractor Agreement; and
- (d) the terms and conditions under the Principal Contractor Agreement are more beneficial than the terms and conditions of this Agreement; and
- (e) the Principal Contractor advises the Employer in writing to pay applicable terms and conditions of the Principal Contractor Agreement as directed by the Principal Contractor that are more beneficial than the terms and conditions of this Agreement.

18.3 In such cases as above the Employer will specify the changed terms and conditions in writing to the Employee in the form of an Assignment letter or contract of employment.

18.4 Any assignment conditions offered in accordance with subclause 18.3 only apply to an Employee for the duration of the Employee's engagement on the Assignment to which the Principal Contractor Agreement applies.

18.5 The Employer will ensure that Employee is not disadvantaged on an overall basis compared to what he or she would have received under this Agreement for the duration of the Assignment.

18.6 Upon request by the Employee, the Employer will provide the Employee with a copy of the Employer's calculations, comparing the terms and conditions that the Employee may receive during the Assignment compared to those that the Employee would have received under this Agreement over the same period.

19 ANNUAL LEAVE

19.1 Annual leave is provided for in the NES.

19.2 For each year of service, the NES entitles Employees to:

- (a) four (4) weeks of paid annual leave; or
- (b) five (5) weeks of paid annual leave if the Employee is a continuous shift worker.

- 19.3 For purposes of this Agreement a continuous shift worker shall be defined as 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.
- 19.4 Under the NES, annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 19.5 Annual leave does not accrue during any period of unpaid leave, unauthorised absence, R&R.
- 19.6 Annual leave can be taken by agreement between the Employer and Employee following a request by the Employee to take accrued annual leave.
- 19.7 Leave approval is subject to the operational requirements of the workplace but shall not be unreasonably withheld.
- 19.8 The Employer may also require an Employee to take accrued annual leave:
- (a) giving a direction to take leave as per Clause 31.7 of the Award; or
 - (b) the ACD period,
- providing that the requirement to take leave is reasonable in the circumstances.
- 19.9 In relation to the ACD period, the Employer may direct Employees to take paid annual leave for all or part of the ACD period.
- 19.10 For the purpose of giving the whole of the annual leave due to all or the majority of the Employees who have the required annual leave accruals, the Employer must give at least two months' notice to the affected Employees.
- 19.11 If, where the Employer shuts down all or any part of the business, an Employee does not have sufficient accrued leave he/she may be required to take leave without pay.
- 19.12 Any untaken annual leave is paid out on termination.
- 19.13 By written agreement with the Employer, an Employee may elect to cash out part of his/her accrued annual leave entitlement each twelve (12) month period, provided that:
- (a) paid annual leave cannot be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks;
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate written agreement in writing between the Employer and the Employee; and
 - (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.
- 19.14 This clause shall not apply to casual Employee's.

20 PERSONAL/CARER'S LEAVE

- 20.1 Personal/carer's leave entitlements are provided for in the NES.
- 20.2 The same definitions for "immediate family" and "de facto partner" as provided for in the NES shall be read into and applied to this Agreement.
- Paid Personal/Carer's Leave***
- 20.3 The NES entitles Employee's (other than casual Employee's) to ten (10) days of paid personal/carer's leave for each year of service.

- 20.4 Under the NES, paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 20.5 Paid personal/carer's leave does not accrue during any period of unpaid leave, unauthorised absence, R&R.
- 20.6 Under the NES, paid personal/carer's leave may only be taken:
- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 20.7 Paid personal/carer's leave may not be taken in advance of accrual.
- 20.8 Under the NES, an Employee (other than a casual Employee) shall be paid for any period of paid personal/carer's leave at the Employee's base hourly rate of pay for the Employee's ordinary hours of work in the period.

Unpaid Carer's Leave

- 20.9 Unpaid carer's leave entitlements are provided for in the NES.
- 20.10 The NES entitles Employee's (including casual Employee's) to two (2) days of unpaid carer's leave for each occasion (***a permissible occasion***) when a member of their immediate family or household, requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 20.11 Under the NES:
- (a) an Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 19.6 (b);
 - (b) an Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to two (2) days; or
 - (ii) any separate periods to which the Employee and the Employer agree;
 - (c) an Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

Cash Out of Paid Personal/Carers Leave

- 20.12 By written agreement with the Employer an Employee may elect to cash out part of their accrued paid personal/carer's leave entitlement, provided that:
- (a) The cashing out would not result in the Employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and
 - (b) Each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

Notice and Evidence Requirements (paid and unpaid personal/carer's leave)

- 20.13 An Employee who is unable to attend work must notify the Employer as soon as practicable of his/her inability to attend work, the estimated duration of the absence and the reason for the absence.
- 20.14 Generally, this should occur before the commencement of the Employee's shift.
- 20.15 An Employee who has given notice of the taking of personal/carer's leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for the specified reason.
- 20.16 An Employee is not entitled to take paid or unpaid personal/carer's leave under the NES unless the Employee complies with these notice and evidence requirements.

Workers' Compensation Exclusion

- 20.17 An Employee is not entitled to take paid or unpaid personal/carer's leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers' compensation.

21 COMPASSIONATE LEAVE

- 21.1 Compassionate leave entitlements are provided for in the NES.
- 21.2 The NES entitles Employee's (including casual Employee's) to two (2) days of compassionate leave for each occasion (a **permissible occasion**) when a member of their immediate family or 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; or
 - (c) dies; or
 - (d) in accordance with s.104(1)(b) and (c) of the FW Act.

Permissible occasions

- 21.3 Under the NES:
- (a) an Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) 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, referred to in clause 20.2; or
 - (ii) after the death of the member of the Employee's immediate family or household referred to in clause 20.2.
 - (b) an Employee may take compassionate leave for a particular permissible occasion such as:
 - (i) a single continuous two (2) day period; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods to which the Employee and the Employer agree.
 - (c) if the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Payment

- 21.4 Under the NES:

- (a) an Employee (other than a casual Employee) shall be paid for any period of compassionate leave at the Employee's base hourly rate of pay for the Employee's ordinary hours of work in the period.
- (b) for casual Employee's, compassionate leave is unpaid leave.

Notice and Evidence Requirements

- 21.5 An Employee who wishes to take compassionate leave must notify the Employer as soon as practicable of the reason for and estimated period of the leave.
- 21.6 Generally, this should occur before the commencement of work.
- 21.7 An Employee who gives notice of the taking of compassionate leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for that reason.
- 21.8 An Employee is not entitled to take compassionate leave under the NES unless the Employee complies with the notice and evidence requirements in this Agreement.

Workers' Compensation Exclusion

- 21.9 An Employee is not entitled to take compassionate leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers' compensation.

22 PUBLIC HOLIDAYS

22.1 The following days shall be observed as public holidays:

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day (25 April);
- (h) Western Australia Day;
- (i) King's Birthday;
- (j) Christmas Day (25 December); and
- (k) Boxing Day (26 December).

22.2 Provided that, if any other day or part day declared by or under a law of a Western Australia is generally observed in a locality as an additional day or part day or as a substitute day or part day for any of the said holidays, the additional day or part day shall also be observed, or the day or part day so substituted shall be observed.

22.3 Employee's (other than casual Employee's) who because it is a Public Holiday, are not required to work on a day on which they are normally required to work will be paid for the ordinary hours normally worked on that day up to a maximum of seven point six (7.6) hours.

22.4 Employees who perform work on a Public Holiday will be offered a minimum of four (4) hours' work.

23 LONG SERVICE LEAVE

23.1 Long service leave entitlements are provided for in applicable legislation.

24 UNPAID PARENTAL LEAVE

24.1 Unpaid parental leave entitlements are provided for in the NES.

25 COMMUNITY SERVICE LEAVE

25.1 Unpaid leave for voluntary emergency management activities and leave for jury service (including up to ten (10) days' paid leave for Employee's other than casuals) are provided for in the NES.

26 FAMILY AND DOMESTIC VIOLENCE LEAVE

26.1 The entitlement for an employee to deal with family and domestic violence leave, if required, will be as provided for in the NES.

Notice and Evidence Requirements

26.2 An Employee who wishes to take family and domestic violence leave must notify the Employer as soon as practicable of the reason for the estimated period of leave.

26.3 Generally, this should occur before the commencement of work.

26.4 An Employee who has given notice of the taking of family and domestic violence leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for that reason.

26.5 Employees are not entitled to take family and domestic violence leave under the NES unless the Employee complies with the notice and evidence requirements in this Agreement.

27 INSURANCES

27.1 The Employer at their discretion will pay for the Employees of the Employer the following insurances:

Journey Personal Accident Insurance

27.2 The Employer will pay for Journey Personal Accident Insurance for the Employees of the Employer that will cover an Employee of the Employer for their daily commutes to and from their work site. This cover includes:

- (a) Accidental death and disablement cover;
- (b) Funeral Expenses; and
- (c) Modification Expenses.

Personal Cyber Insurance

27.3 The Employer will pay for Personal Cyber Insurance for the Employees of the Employer that will cover an Employee of the Employer against cyber threats that can impact the Employees digital life. This cover includes:

- (a) Identity Theft Protection;
- (b) Cyber Extortion;
- (c) Hacking or Unauthorised Access; and
- (d) Virus Extraction costs.

28 SUPERANNUATION

28.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with the superannuation rights and obligations of Employers and Employee's.

28.2 Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into a MySuper fund nominated by the Employer.

Voluntary Employee Contributions

28.3 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as referred to in clause 28.2.

28.4 An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.

28.5 The Employer must pay the amount authorised under paragraph clause 28.3 or 28.4 no later than twenty-eight (28) days after the end of the month in which the deduction authorised under clause 28.3 or 28.4 was made.

29 TERMINATION OF EMPLOYMENT

29.1 Except in the case of Casual Employee's and Daily Hire Employees, the contract of employment may be terminated at any time by:

- (a) the Employer giving the Employee written notice in accordance with the table below; or
- (b) the Employee giving the Employer notice in accordance with the table below:

| Employee period of continuous employment | Period of notice |
|---|-------------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

29.2 The period of notice to be given by the Employer is increased by one week if the Employee is over forty-five (45) years of age and has completed at least two (2) years' continuous service with the Employer.

29.3 The Employee will not be required to provide additional notice because of age.

29.4 For casual Employee's, employment may be terminated by either party giving one working hours' notice.

29.5 Instead of providing notice, the Employer may provide the Employee with payment in lieu of notice for the period of notice not provided.

29.6 Payment shall be the total of all amounts that, if the employment had continued until the end of the required notice period, the Employer would have become liable to pay.

29.7 Where the Employee fails to provide the required notice, the Employer may deduct from any monies owing to an amount equivalent to the period of notice not provided, subject to the requirements of Chapter 2 Part 2.2 Division 2 of the FW Act.

29.8 This clause does not operate so as to prevent an Employee and the Employer from agreeing to accept a greater or lesser amount of notice period when terminating the contract.

29.9 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct, and in such case, wages shall be paid up to the time of dismissal only.

Return of Property.

29.10 On the termination of employment, the Employee must return all Employer property prior to finishing.

30 REDUNDANCY

30.1 A redundant Employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service with the Employer:

| Period of continuous service with an Employer | Redundancy/severance pay |
|--|---|
| 1 year or more but less than 2 years | 2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay |
| 2 years or more but less than 3 years | 4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay |
| 3 years or more than but less than 4 years | 7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service, up to a maximum of 8 weeks' pay |
| 4 years or more | 8 weeks' pay |

- 30.2 Provided that an Employee employed for less than twelve (12) months will be entitled to a redundancy/severance payment of one point seven five (1.75) hours per week of service if, and only if, redundancy is occasioned otherwise than by the Employee.
- 30.3 Week's pay means the base hourly rate at the time of termination multiplied by thirty-eight (38). Hour's pay means the base hourly rate of pay at the time of termination.
- 30.4 An Employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, the Employee will be entitled to the provisions of this clause as if the Employee remains with the Employer until expiry of such notice.
- 30.5 Provided that in such circumstances, the Employee will not be entitled to payment instead of notice.
- 30.6 'Redundancy' will be defined to mean 'a situation where an Employee ceases to be employed by the Company other than for reasons of misconduct or refusal of duty.' 'Redundant' has a corresponding meaning.
- 30.7 If an Employee dies with a period of eligible service which would have entitled that Employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the Employee.
- 30.8 Service as an apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with clause 29 of the Agreement if the Employee completes an apprenticeship and remains in employment with the Company for a further twelve (12) months.
- 30.9 An Employee whose employment is terminated due to redundancy may terminate their employment during the period of notice.
- 30.10 If this occurs, the Employee will be entitled to redundancy pay as if the Employee remained with the Company until the expiry of such notice.
- 30.11 Provided that in such circumstances the Employee will not be entitled to payment instead of notice.

Transfer of Business

- 30.12 Where a business is, before or after the date of this Agreement, transferred from an Employer to another Employer and an Employee who at the time of such transfer was an Employee of the old Employer in that business becomes an Employee of the new Employer:
- (a) the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transfer, and
 - (b) the period of employment which the Employee has had with the old Employer, or any prior old Employer, will be deemed to be service of the Employee to the new Employer.
- 30.13 In this sub clause, business includes trade, process, business, or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment, or succession whether by agreement or by operation of law.

Employees Not Covered by Redundancy Pay Provisions

- 30.14 The following Employees are not eligible for redundancy pay:
- (a) an Employee whose employment is terminated because of serious misconduct;
 - (b) a casual Employee;
 - (c) an Apprentice; or
 - (d) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

31 DISPUTE SETTLEMENT PROCEDURE

- 31.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the NES.
- This clause sets out procedures to settle the dispute.
- 31.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employee's concerned and relevant supervisors and/or management.
- 31.3 Discussions should commence with a level of supervision or management appropriate to the particular dispute.
- 31.4 If the dispute is not resolved at that level, discussions should involve the Employer's staff member responsible for industrial relations at the Site and, if the issue remains unresolved, the Employer's senior Site Manager.
- 31.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 31.6 If the FWC is satisfied clauses 31.2, 31.3 and 31.4 have been complied with and genuine attempts have been made to resolve the dispute at the workplace level, the FWC must attempt to resolve the dispute by mediation or conciliation.
- 31.7 If the parties to the dispute agree, the FWC may attempt to resolve the dispute by making a recommendation.
- 31.8 If the dispute remains unresolved, the FWC can only arbitrate and make a determination that is binding on the parties (save for any right of appeal to the FWC) where all parties agree to the dispute being arbitrated and each party agrees in writing to be bound by the decision of the FWC (save for any right of appeal to the FWC).

31.9 The FWC must not make a determination that is inconsistent with:

- (a) any applicable version of the National Code of Practice for the Construction Industry and Implementation Guidelines, or successors thereto and howsoever named; or
- (b) this Agreement.

31.10 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause.

31.11 At all times, whilst a question or dispute is being resolved, work will continue.

32 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

32.1 Subject to the FW Act the Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to modify the application of terms of this Agreement that relates to terms and conditions of employment if:

- (a) the IFA meets the genuine needs of the Employer and the Employee.
- (b) the IFA must be genuinely agreed to by the Employer and the Employee.

32.2 The Employer must ensure that the terms of the IFA:

- (a) are about permitted matters under section one hundred and seventy-two (172) of the FW Act;
- (b) are not unlawful term under section one hundred and ninety-four (194) of the FW Act; and
- (c) results in the Employee being better off overall than the Employee would be if no IFA were made;

32.3 The Company must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Employer and the Employee; and
- (c) is signed by the Employer and the Employee (and if the Employee is under 18 years of age by a parent or guardian of the Employee); and
- (d) includes details of:
 - (i) application of the terms of the Agreement that will be modified by the IFA;
 - (ii) how the IFA will modify the application of the terms;
 - (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 IFA; and
 - (iv) state the date on which the IFA commences.

32.4 The Employer must give the Employee a copy of the IFA within fourteen (14) days after it is agreed.

32.5 The Employer or the Employee may terminate the IFA:

- (a) by either the Employer or the Employee giving no more than twenty-eight (28) days written notice to the other party to the IFA; or
- (b) if the Employer and Employee agree in writing — at any time.

33 CONSULTATION

33.1 This clause applies if a major workplace change is likely to have a significant effect or there is a change to the regular roster or ordinary hours of work on **Employee's (the relevant Employee's)**.

- 33.2 The Employer must notify and provide information to the relevant Employees of:
- (a) a major workplace change that is likely to have a significant effect on the Employee's; or
 - (b) a change to their regular roster or ordinary hours of work.
- 33.3 The Employer must consult and invite the relevant Employee's to give their views about:
- (a) the timing and introduction of the change;
 - (b) the impact the change is likely to have on the Employee's (including any impact in relation to their family or caring responsibilities); and
 - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employee's.
- 33.4 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employee's.
- 33.5 All relevant information about a major workplace change will be provided in writing to the relevant Employees.
- 33.6 The Employer must consider matters raised about the major change or changes to their regular roster or ordinary hours of work by the relevant Employee's.
- 33.7 An Employee may appoint a representative for the purposes of the consultation.

34 CAREER DEVELOPMENT AND PROGRESSION

- 34.1 The skills and knowledge and standard of competency for each Classification will comprise of the following:
- (a) external training being licences and qualifications obtained externally through registered training organisations;
 - (b) on the job training, obtained through practical and theoretical knowledge of relevant Employer operations that can be achieved through experience acquired whilst performing duties whilst employed by the Employer.
- 34.2 Where an Employee participates in training or inductions organised by the Employer and is directed to attend the training or induction by the Employer during working hours, the Employee will be paid at their base hourly rate of pay while attending the so described above training and inductions during ordinary hours in accordance base hourly rates of pay in sub clause 7.1.

35 NO EXTRA CLAIMS

- 35.1 This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the parties bound shall not make any further claims for the period up to the nominal expiry date of this Agreement.
- 35.2 This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act.

36 SIGNATURES

Employer

Signed for and on behalf of the Employer.

[Signature]

Signature on behalf of the Employer.

Tanya Fitzgerald

Name of person authorised to sign.

Date. 10/4/25

Business Manager

Authority to Sign.

Business Manager

Position.

103 Milner Road, High Wycombe 6057

Address.

Post Code.

For Employee's

Signed on behalf of the Employees of the Employer covered by this Agreement.

[Signature]

Signature on behalf of the Employees.

STEPHEN MITCHELL

Name of person authorised to sign.

10/4/25

Date.

BARGAINING REP

Authority to Sign.

RIGGER

Position.

103 MILNER RD HIGH WYCOMBE 6057

Address.

Post Code.

37 APPENDIX 1 – CLASSIFICATIONS

| Classifications | Duties |
|--|---|
| Senior Supervisor | <ul style="list-style-type: none"> • An employee at this classification will hold the minimum requirements as per the Senior Rigger classification. • An employee at this level will work as a specialist and/or supervise/team lead of over ten (10) persons. • An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Supervisor | <ul style="list-style-type: none"> • An employee at this classification will hold the minimum requirements as per the Senior Rigger classification. • An employee at this level will work as a specialist and/or supervise/team lead up to six (6) to ten (10) persons. • An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Senior Leading Hand | <ul style="list-style-type: none"> • An employee at this classification will hold the minimum requirements as per the Senior Rigger classification. • An employee at this level will work as a specialist and/or supervise/team lead up to two (2) to five (5) persons. • An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Leading Hand | <ul style="list-style-type: none"> • An employee at this classification will hold the minimum requirements as per the Senior Rigger classification. • An employee at this level will work as a specialist and/or supervise/team lead up to one (1) person. • An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Welder / Boilermaker | <ul style="list-style-type: none"> • An employee at this level will be a qualified tradesperson holding a qualification as a metal fabricator / boilermaker or a coded welder. • The Employee must have a recognised driver's licence suitable to meet the operations requirements under this classification. |
| Crane Operator more than 100t up to 180t | <ul style="list-style-type: none"> • Crane Operator must hold a current licence to drive and operate a crane with >180t capacity and be allocated in the Crane Operator classification. • The Employee must have a recognised driver's licence suitable to meet the operations requirements under this classification. • An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Crane Op more than 50t up to 99t | <ul style="list-style-type: none"> • Crane Operator must hold a current licence to drive and operate a crane with >99t capacity and be allocated in the Crane Operator classification. • The Employee must have a recognised driver's licence suitable to meet the operations requirements under this classification. • An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Crane Operator more than 15t up to 49t | <ul style="list-style-type: none"> • Crane Operator must hold a current licence to drive and operate a crane with >49t capacity and be allocated in the Crane Operator classification. • The Employee must have a recognised driver's licence suitable to meet the operations requirements under this classification. |

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| | |
|--------------------------|---|
| | <ul style="list-style-type: none"> An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Crane Operator up to 15t | <ul style="list-style-type: none"> Crane Operator must hold a current licence to drive and operate a crane with >15t capacity and be allocated in the Crane Operator classification. The Employee must have a recognised driver's licence suitable to meet the operations requirements under this classification. An employee must be operating at this level on a regular basis (>30% of duties) to retain classification. |
| Senior Rigger | <ul style="list-style-type: none"> An Employee at this level will hold a minimum of Intermediate Rigger licence and be using those competencies during the course of their duties. The Employee must have a recognised driver's licence, and relevant tickets suitable to meet the operations requirements under this classification. The Employee must have a valid white card, yellow card, working at heights, tilt panel or other applicable site-specific requirements. The Employee at this level will be work as a mentor for less experienced riggers and promote "The Rigsafe Way" approach. |
| Advanced Rigger | <ul style="list-style-type: none"> An Employee at this level will hold a recognised Advanced Rigger licence and be using those competencies during the course of their duties. The Employee must have a recognised driver's licence, and relevant tickets suitable to meet the operations requirements under this classification. |
| Intermediate Rigger | <ul style="list-style-type: none"> An Employee at this level will hold a recognised Intermediate Rigger licence and be using those competencies during the course of their duties. The Employee must have a recognised driver's licence, and relevant tickets suitable to meet the operations requirements under this classification. |
| Basic Rigger | <ul style="list-style-type: none"> An Employee at this level will hold a recognised Basic Rigger licence and be using those competencies during the course of their duties. The Employee must have a recognised driver's licence, and relevant tickets suitable to meet the operations requirements under this classification. |
| Dogperson | <ul style="list-style-type: none"> An Employee at this level must hold a recognised Dogperson licence and be using those competencies during the course of their duties. The Employee must have a recognised driver's licence, and relevant tickets suitable to meet the operations requirements under this classification. |
| Labourer | <ul style="list-style-type: none"> The Employee must have a recognised driver's licence, and relevant tickets suitable to meet the operations requirements under this classification. |

IN THE FAIR WORK COMMISSION

Matter no: AG2025/1065 Application for approval of the *RLS Enterprise Agreement 2025*

Applicant: RLS (WA) Pty Ltd t/as Rigsafe WA

Undertaking-section 190

I, Tanya Fitzgerald, of RLS (WA) Pty Ltd (**Company**) give the following undertakings with authority on behalf of the Company with respect to the *RLS Enterprise Agreement 2025 (Agreement)*:

1. Clause 7.5 of the Agreement be omitted and replaced with the following:

“The base rate of pay for an Apprentice shall be calculated in accordance with clause 19.7 of the Award whereby reference to the “standard rate” in the Award will be read as a reference to the applicable classification for the Apprenticeship in clause 7.1 of the Agreement.”

2. For the sake of clarity, where the Employer directs an Employee to engage in ‘civil sector’ shift work for the purposes of clause 16.13 of the Agreement, any work performed on a Sunday will be paid at double time.

Signature: 

Authority to sign (position): Business Manager

Date: 30 April 2025