

BOOM LOGISTICS  
LTD

WESTERN AUSTRALIA

TRAVEL TOWER

ENTERPRISE AGREEMENT

2023

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## 1. Title

This Agreement will be known as the *Boom Logistics Ltd WA Travel Tower Enterprise Agreement 2023 (Agreement)*.

## 2. Definitions

In this Agreement:

**Act** means the Fair Work Act 2009 (Cth) as amended from time to time.

**Employees** mean all employees engaged by the Company in the Mobile Crane Hire Industry in the following classifications (or any similar role, howsoever described):

- Mobile Elevating Work Platform “Travel Tower” Operator;

Operating from any of the Company's Branches Western Australia, irrespective of where the work actually takes place.

**Commission** means the Fair Work Commission.

**Company** means Boom Logistics Ltd - ABN: 28 095 466 961), of Progress Way 47, Icon Way, East Rockingham WA 6168 (hereafter referred to as "the Company").

**Mobile Crane Hire Industry** means the service industry involving the hiring of mobile elevated work platforms “travel towers” and like equipment, and operating personnel, to clients for any use.

**Mobile Elevating Work Platform “Travel Tower” Operator** means an employee required to perform tasks including:

- driving/relocating the work platform/travel tower between work locations;
- setting up the work platform/travel tower;
- operating the work platform/travel tower in a safe and efficient manner; and
- holding current certificates and licences in accordance with statutory requirements.

**Weekly Hire** are employees, except casuals, who are employed on weekly hire, working systematic ordinary hours and accrue entitlements on all ordinary hours worked.

**Ordinary Time Earnings** means the amount calculated by multiplying an Employee's base hourly rate by their ordinary hours of work under this Agreement i.e. 36 hours per week).

**Parties** mean the Company and the Employees.

### 3. Coverage

Subject to the Act, this Agreement covers:

- a) the **Company**; and
- b) its **Employees** operating from the Company's Branches or directly from Client sites in Western Australia, irrespective of where the work actually takes place.

### 4. Period of Operation

As per the Act, the Agreement will come into effect 7 days after approval by the Commission (**Commencement Date**) and has a nominal expiry date of 4 years from the date of Approval.

### 5. No Extra Claims

Subject to this clause, and to any individual flexibility arrangement made under this Agreement, the Parties agree that effective from the date of approval of this Agreement by the Employees and for the life of this Agreement, the Company will not be liable to pay any increases above the terms and conditions contained in this Agreement.

The Parties acknowledge that some projects may have site specific agreements that prescribe special conditions ["site agreement"]. Where any such site agreement is formally approved under the Act; and the site agreement provides for additional wage rates, allowances or other benefits that are contractually recoverable from the Company's customer; the Company will comply with the site agreement *SUBJECT* to maintaining strict compliance with relevant industry Codes of Practice and Guidelines as amended or replaced from time to time.

To avoid doubt, any such additional payments or other benefits will only be paid for hours worked on the relevant site or project.

### 6. Parent Award & NES

- a) Subject to this clause; the provisions of the Mobile Crane Hiring Award 2020 ("the Award"), as varied from time to time, are incorporated into and form part of this Agreement ("Incorporated Terms")
- b) The terms of this Agreement are supplementary to, and shall be read and interpreted wholly in conjunction with, the Incorporated Terms; provided that where a term of this Agreement is inconsistent

with an Incorporated Term, the terms of the Agreement will prevail to the extent of any inconsistency.

- c) The terms of this Agreement are supplementary to, and shall be read and interpreted wholly in conjunction with, the National Employment Standards (NES). Where a term of this Agreement is inconsistent with the NES, the NES will prevail to the extent of any inconsistency.

## **7. Commitment**

The Parties to this Agreement are committed to ensuring that:

- a) The measures contained in this Agreement lead to real gains in productivity and sustainability;
- b) They adopt a broad approach to productive performance incorporating, but not limited to management and labour efficiency, quality and training;
- c) Employees will perform such work outside their usual scope of duties as the Company may from time to time require, provided the Employee has the appropriate skills and qualifications. Such duties may include assisting with green tagging, delivery and pickup of equipment, conducting site inspections, office administration, general driving and cleaning;
- d) Employees will actively participate in training as required by the Company from time to time in order to perform such work outside the scope of their usual duties. Such opportunities to multi-skill will be embraced by the Company and the Employees;
- e) The Company will segregate one day per annum per Employee for the purposes of training.
- f) Employees and the Company work together to maximize 'operator recoveries' in line with organisational targets as set and reviewed from time to time; and
- g) Product measures will not be implemented at the expense of health and safety standards and that, wherever possible, safety standards will be improved.

## **8. Aim of this Agreement**

- 8.1 The aim of this Agreement is to ensure that the Parties continue to implement the highest standard of work practices to facilitate the growth and success of the Company's business and in turn deliver benefits and opportunities for its Employees.

8.2 The objectives of this Agreement include:

- a) To increase the efficiency of the Company by the effective utilisation of Employees;
- b) To increase the efficiency of the Company by the effective utilisation of equipment;
- c) To enhance the viability of the Company and provide security of employment for Employees; &
- d) To develop best practice standards that are based upon a culture of safety at work, and continuous learning and improvement.

8.3 Miscellaneous Facilities

At all branches (including any temporary depots), the Company will make reasonable endeavours to provide:

- a) A fridge, microwave and supply of cool drinking water and boiling water at crib and meal times, to enable Employees to eat at their breaks during these times where practicable;
- b) A suitable locked for each Employee, that will afford reasonable protection for Employee's clothes; &
- c) Reasonable washing and sanitary conveniences.

## 9. Policies & Procedures

The Employees agree to comply with the Company's policies and procedures as varied from time to time. The Employees agree to comply with the Company's Safety and Management Plans, and to adopt safe working practices for the protection of all Employees, customers of the Company, and members of the public.

However; the Company's policies and procedures (as varied from time to time) are not incorporated into this Agreement. As such; whilst non-compliance with a Company Policy will be a breach of the Policy, it will not constitute a contravention of a term of the Agreement.

## 10. Dispute Resolution Procedure

If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards [under the Act];

this clause sets out procedures to settle the dispute.

1. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
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 Employees and their relevant supervisors and/or management.
3. If the matter is not resolved during such discussions, the parties should arrange further discussions involving the Employee's next-in-line Manager and/or the General Manager.
4. If the matter remains unresolved, the dispute should be referred by either party to the Company's Human Resources Department.
5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
6. The Fair Work Commission may deal with the dispute in 2 stages:
  - a) The Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the Commission is unable to resolve the dispute at the first stage, the Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

*Note:* If the Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

7. If the Fair Work Commission arbitrates a dispute under this clause, any decision of the Fair Work Commission must be consistent with the *Code for the Tendering and Performance of Building Work 2016* (Building Code).
8. While the parties are trying to resolve the dispute using the procedures in this clause:
  - a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:



- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8. The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this clause.

## **11. Maintenance and Safe Operation of Plant and Equipment**

All Employees will be responsible for:

- a) Maintaining the necessary logbooks, pre-start inspections, "Job Safety Analysis (JSA)" and/or plant records for the equipment operated by them, as required by the original equipment manufacturer (OEM), Company policy and procedures, and legislation;
- b) Checking the serviceability of plant and equipment operated by them (i.e. oil, water, tyres, etc.) in accordance with Company policy;
- c) Ensuring that all plant and equipment operated by them is in good working order so as not to affect safe usage, in accordance with Company policy;
- d) Checking any lifting gear operated by them (including chains, slings, hooks, shackles, harnesses etc.) in accordance with Company policy and legislative requirements;
- e) Immediately notifying management of all incidents, near hits and damaged, defective or unserviceable plant and equipment;
- f) Performing emergency recovery procedures where training and procedures have been provided.
- g) Washing and keeping clean all plant and equipment operated by them on a regular basis, assisting with and troubleshooting minor repairs and servicing where skills allow, and general branch maintenance;
- h) Stowing and restraining all plant and equipment safely;
- i) Operating all plant and equipment strictly in accordance with Company policy and the manufacturer's specifications;

- j) Ensuring that they only operate equipment that they possess the necessary licences and or tickets for;
- k) Participating in site based activities to support the customer i.e. light housekeeping, establishment of control zones, provision of general advice and guidance on operation, outreach and capability for different tasks and regular observation of aerial activities to ensure safe operation; &
- l) Participating in and documenting 'Operator to Operator' familiarisations.

The Employees further agree to undertake training programs established by the Company to broaden their knowledge in relation to the safe operating procedures of all plant and equipment to be operated by them, and on all aspects of their scope of works.

The Company will:

- a) remedy reported faults within a reasonable time;
- b) ensure that all plant and equipment is safe to operate for daily use; &
- c) provide adequate training to ensure that each Employee is fully conversant with the safe operating procedures of all plant and equipment to be operated by them.

## 12. Work Health and Safety ("WH&S")

- a) The Parties to this Agreement are committed to the safe operation of all plant and equipment. In relation to the observance of safe work practices, the proper use of all personal and provided safety equipment will be utilised to ensure the safety and health of all Employees. To facilitate this, it is agreed that:
  - i. It is the Company's obligation to provide a healthy and safe workplace;
  - ii. Any Employee becoming aware of a situation which is unsafe is responsible for immediately reporting the information to their supervisor or manager or other appropriate representative of the Company;
  - iii. Issued safety equipment, clothing and footwear must be worn in the manner intended and maintained accordingly;
  - iv. All Employees will participate in Company WH&S initiatives and programs that promote and drive safety compliance and culture such as Safe Act Observations ("SAOs"), quarterly audits, familiarisation training and other WH&S policies and programs in accordance with the Company's Safety Management System; &
  - v. Observance of and adherence to the Company's Life Saving Rules (or equivalent) is the minimum level acceptable to

enable the Company and Employees to meet their responsibilities, and to work safely in the workplace.

- b) In all workplaces Employees will be responsible for:
- i. the safe completion of tasks associated with the Company's equipment; and
  - ii. complying with a safety plan, and completing a job specific "Job Safety Analysis" to identify and manage the risks associated with work at each particular workplace. Such safety plans will include suitable procedures for personnel/plant and material access, and site evacuation procedures.

c) **Operation of Work Health and Safety Act, Regulations and Codes of Practice**

The Parties to this Agreement will, in addition to ensuring compliance with the relevant WH&S legislation (including Acts, Regulations, Standards and Codes of Practice), implement the best achievable level of health and safety. Particular emphasis will be placed on the use of consultative mechanisms in order to analyse changes to occupational health and safety practices.

d) **Issue Resolution**

Emphasis will be placed by the Parties on the establishment of consultative mechanisms including:

- i. election of Workplace Health & Safety representatives by the Employees, to represent them in health and safety matters; &
- ii. formation of an occupational health & safety committee to deal with health and safety matters.

The resolution of any occupational health and safety issue must take into account any of the following factors that are relevant:

- Whether the hazard or risk can be isolated;
- The number and location of Employees affected;
- Whether appropriate temporary measures are possible or desirable;
- The time that may elapse before the hazard or risk is permanently corrected; and
- Who will be responsible for performing the work and overseeing the removal of the hazard or risk.

As soon as possible after the resolution of an issue, details of the outcome will be brought to the attention of affected Employees in an appropriate manner.

### **13. Workplace Safety and OH&S Day**

- a) The Parties commit themselves to achieving the highest possible standards of workplace health and safety, including adherence to the consultative and issue resolution processes included in this Agreement.
- b) Participation in, and support for, building and construction and other industry (where the Company is involved) initiatives to improve industry standards in workplace health and safety will be an important part of this commitment.
- c) In recognition of this commitment, the Company will allocate 1 additional day's leave with paid wages (calculated at the base rate of pay) to each Employee covered by the Agreement in each year of operation of the Agreement ("OH&S Day"). On this OH&S Day, the company will provide specific workplace safety training that will be compulsory for each Employee to attend (unless otherwise agreed on an individual basis).

### **14. Loss of and Validation of Licence/Certificates**

Employees have a duty to:

- a) provide evidence of their possession of valid licence(s)/certificate(s) upon request; and
- b) notify the Company immediately in the event of cancellation or suspension of any such licence or certificate required in the performances of their duties.

The Company reserves the right to terminate, without notice, any Employee that fails to declare such cancellation or suspension, within 24 hours of it taking effect.

Without limiting any of the Company's options (including termination of employment), should either a licence or certificate held by an Employee be cancelled or suspended, and the Employee has notified the Company as required by sub-clause b), reasonable alternate employment options for the Employee may be examined by the Company. The Employee must cooperate with the Company to provide proof of validation of licence(s)/certificate(s).

Any costs associated with the validation process will be paid by the Company, unless the process proves that the Employee's licence/certificate is not valid.

## **15. Uniform and Protective Equipment**

- 15.1 Upon commencement each Employee will be supplied with an issue of Company uniform in accordance with the Company's Hi-Vis Uniform Policy. The Employee agrees to wear and maintain such issue. The Company will replace uniforms on a reasonable wear and tear basis in accordance with the Company's Hi-Vis Uniform Policy.
- 15.2 In accordance with Company policy, the Company will provide all protective clothing and equipment necessary to undertake the duties and responsibilities of each Employee's role in a safe manner.
- 15.3 Prescription safety spectacles, if prescribed by a qualified optometrist, will be provided in accordance with the Company's policy.
- 15.4 It is each Employee's duty to wear the appropriate safety protective equipment at all times during working hours, in line with Company policy and procedures, and to return all such protective equipment and uniforms issued to them by the Company on termination of their employment.
- 15.5 The Company will provide one pair of polarized safety glasses to each employee per annum to a maximum value of \$250.00. The Company may elect to replace this entitlement based on a fair wear and tear basis.

## 16. Probationary Periods

- 16.1 New permanent employees will be subject to a probationary period of 6 months. During the probationary period the Employee or the Company may end the employment with a minimum of 1 weeks' notice ( or payment in lieu by the Company).
- 16.2 This probation period does not exclude any qualifying period that operates under the Act in relation to the termination of employment, and/or any unfair dismissal application.

## 17. Drug and Alcohol Policy

The Parties acknowledge the effect that Employees with drug and/or alcohol consumption above the prescribed limits can have in the workplace. An Employee with such a problem can lead to:

- an unsafe workplace for themselves and others;
- a loss in productivity; and
- a loss of morale within the Company.

Accordingly; subject to this Agreement, any incidents concerning drugs and/or alcohol will be dealt with in accordance with the Company's Drug and Alcohol Policy.

The Parties also acknowledge that a worksite ("Site") may have a Site specific Drug and Alcohol Policy. In which case; the terms of the Company's Policy will be supplementary to, and will be read and interpreted in conjunction with the Site's Policy, provided that, where the Site's Policy is inconsistent with the Company's Policy, the stricter standard will prevail to the extent of any inconsistency.

## 18. Hours of work

- 18.1 The ordinary hours of work for Weekly Hire employees are a maximum of 36 hours per week (Monday to Friday) worked continuously at the discretion of the Company, between 5:00am and 6:00pm, except for unpaid meal breaks arranged in accordance with this Agreement. The ordinary hours of work prescribed herein will not exceed 8 hours on any day (Monday to Friday).

### 18.2 Starting Times

Punctuality of starting time is crucial for the Company to service its client's needs and confirm to transportation permits.

- i. Subject to this Agreement, all Employees will have a fixed daily start time of 7:00am [ with a 30 minute (unpaid) lunch

break and finish time of 3.30pm]. *UNLESS:*

- a) The parties at the Branch of the Company agree on alternative starting times or;
- b) The fixed daily starting time is varied by 1 weeks' notice for either all Employees, or only those Employees working on specific jobs.
- c) Provided that notice is given by the Company prior to the completion of work, or by contacting the Employee prior to 7:00pm on the previous day; an Employee's starting time for a particular day may be varied to anytime between **5:00am** and **8:00am** to meet business requirements. In such cases, the Employee's ordinary hours will commence for that day from the time varied without penalty.

[for *example*: if under this sub-clause an Employee is required to commence work prior to 5.00am, penalty rates in accordance with clause 21 will be payable for those hours worked outside the spread of ordinary hours in sub-clause 18.1]

- ii. Subject to the proviso that the Employee has been advised prior to their leaving their usual home address; where customer requirements or other reasons such as inclement weather result in varied start times being cancelled, the Employee will revert to their normal start time without attracting a penalty.

- 18.3 Subject to the relevant provisions of the Act (in particular section 62) and to this Agreement, Overtime and Call Backs will be worked in accordance with the terms of this sub-clause:

It is understood that due to the operational requirements of the workplace the Employees may be required to work reasonable additional hours, in excess of 36 hours per week. Such additional hours need not be limited to one job only. An Employee may be notified to work overtime prior to leaving the Company's premises or, where the Employee agrees, after having left the Company's premises, but prior to commencing the 10 hour rest period.

- 18.4 Ordinary hours, and reasonable additional hours required to be worked, will be paid in accordance with clause 20 of this Agreement. If an Employee is requested to work overtime within 30 minutes of having left the Company's premises, the Employee will be paid penalty rates in accordance with this Agreement. However, no minimum 4 hour period will apply.

### **Meal Breaks**

- 18.5 Employees will be entitled to an unpaid meal break of 30 minutes on any ordinary day worked (Monday to Friday). To suit particular tasks,

including working with other contractors or workers, Employees may be required to take their meal break as directed having regard to the task at hand.

- 18.6 Any employee unable to take a meal break must on each occasion; contact their Supervisor or Manager for approval before working through.

### **Rostered Days Off**

- 18.7 The ordinary working hours will be worked in a 10 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 9 days, of which 0.8 of an hour (at ordinary time) on each of those days worked will accrue toward the 10<sup>th</sup> Day. This accrual will be taken as a paid day off, as set out in this Agreement, and known as a Rostered Day Off (hereinafter called "RDO").

This RDO accrual will only apply on ordinary days worked and will not otherwise occur for weekends, RDOs Public Holidays (whether worked or not), paid leave, unpaid leave or any stand down period with the specific exception of a period of stand down ordered by the Company, Monday to Friday (only) that was of no fault of the Employee.

This RDO clause does not apply to Casual employees.

### **RDO Schedule**

- 18.8 An Employees will be entitled to a maximum of 26 RDOs per calendar year; provided that the number of RDOs will be reduced to the extent of any leave, or public holiday, taken on the basis of 1 RDO for each 2 weeks of leave or public holidays taken. RDOs may be taken in accordance with a roster, which will aim to maximise the use of available permanent labour.
- 18.9 An Employee's RDO may be varied to an alternative day by agreement between the Company and the Employee concerned. Where an Employee is required by the Company to change his/her scheduled RDO, the Employee must be notified by no later than his/her normal finishing time on the day prior to the scheduled RDO. The Employee will then be entitled to an alternative RDO, and the originally scheduled RDO will be worked without penalty rates applying.

### **Agreement on banking of RDOs**

- 18.10 An Employee may, by mutual agreement with the Company, accumulate RDOs. Where an Employee has more than 3 RDOs banked, they may be advised by the Company of the requirement to take such accrued RDO hours by notice given no later than 6pm on the previous day, or by agreement.
- 18.11 Where an Employee is recalled from an RDO to meet emergency circumstances, he/she will be paid for a full ordinary day worked



(whether worked or not), and a full day will be re-banked for future use.

- 18.12 Details of banked RDOs are to be logged into an Employee's employment records. Employees will be paid all untaken RDO accruals on termination.
- 18.13 An Employee's allocated RDO will be maintained and protected where the Employee has made reasonable personal commitments for the day, and has previously notified this to the Company.

## **19. Shift Work**

- 19.1 Employees may be required to work shift work under a roster (or as otherwise directed).
- 19.2 Except as otherwise provided for in this clause, shift workers will be paid a loading of 15% more than their base rate of pay for such shift work.
- 19.3 Employees (other than Casual Employees) who work on any afternoon or night shift roster which does not continue for at least 5 successive afternoons or nights; will be paid for each shift 50% for the first 2 hours, and 100% for the remaining hours, in addition to the ordinary rate (with no shift loading paid).
- 19.4 All time worked on Saturdays (with the exception of an afternoon or night shift that commences on a Friday) and Sundays will be paid at the appropriate overtime rates (with no shift loading paid).
- 19.5 All time worked on Public Holidays will be paid at the rate of double time and a half (with no shift loading paid).
- 19.6 All time worked outside the ordinary hours of shift work on Monday to Friday (except for unpaid meal breaks) will be paid at the appropriate overtime rates (with no shift loading paid).
- 19.7 Subject to any individual flexibility arrangement made under this Agreement and the accrual of RDOs under sub clause 18.7 the method of working shift work will be by Employees working 8 ordinary hours each shift, excluding unpaid meal breaks arranged in accordance with this Agreement. The shift loading of 15% will be paid on 8 ordinary hours worked, but will not be paid when any accrued RDOs are taken or paid out.
- 19.8 An Employee required to work shift work will receive 5 days' notice of the commencement of the shift work or payment of penalty rates (as set out in clause 21 – but with no shift loading paid) for the time worked, until the notice period expires.
- 19.9 No notice period will apply to the completion of shift work. At the completion of the shift work, Employees will revert back to their normal start time, after having had 10 consecutive hours off duty without

loss of pay for any ordinary working time occurring during such absence.

19.10 Apart from when the employee is working an afternoon or night shift, this Shift Work clause does not apply to Casual Employees who will otherwise be paid for all time worked in accordance with clause 23.14 of this Agreement.

19.11 A Casual Employee working an afternoon or night shift will be paid a loading of 40% more than the base rate for the ordinary hours of shift work (Monday to Friday) – which includes both shift and casual loadings under this Agreement. However; sub-clause 19.3 will not apply to a Casual Employee in any event.

19.12 Definitions:

- a) *"afternoon shift:"* means any shift starting at or after 10:00am and before 8:00pm
- b) *"night shift"* means any shift starting at or after 8:00pm and before 5:00am that is primarily worked during night hours

## 20. Remuneration

20.1 With effect from the Commencement Date of this Agreement, each Employee will be paid for all work performed in accordance with this clause.

20.2 The remuneration package set out in this clause provides for all benefits, allowances or payments, other than as expressly provided for in this Agreement, and includes the Wage Rates set out in the table of classifications:

<b>Classification</b>	<b>Base Rate \$ per hour</b>	<b>Base Rate \$ per week (36 hours)</b>	<b>Casual Rate (\$/hour) 30% on base Rate (for all hours worked)</b>
<b>Level 1</b> 12 to 23 metres	\$34.97	\$1,258.87	\$45.46
<b>Level 2</b> 24 to 40 metres	\$36.96	\$1,330.43	\$48.04
<b>Level 3</b> 41 to 55 metres	\$37.98	\$1,367.14	\$49.37
<b>Level 4</b> 56 to 70+ metres	\$38.96	\$1,402.74	\$50.65

The Wage Rates in the table (above) will apply from the date the Agreement is approved by the Employees (by vote under s.181 of the Act).

All Employees engaged at the date the Agreement is made will be paid a minimum of the Level 4 classification.

However; the Wage Rates will be reviewed with effect from the anniversary of the Commencement Date in each year of this Agreement as follows:

Timeline:	Minimum Increase %:
1 <sup>st</sup> Anniversary	3.0%
2 <sup>nd</sup> Anniversary	3.0%
3 <sup>rd</sup> Anniversary	3.0%
Nominal Expiry Date of Agreement	3.0%

Subject to this sub-clause, at each review (upon the anniversary of the Commencement date of the Agreement, the wage rates of pay will be increased by a minimum of **3.0%** per annum ("pa") or as per the below "Trigger Points" method to a maximum of 4.0%.

The minimum wage rate as outlined within this Agreement will be reviewed and increased as per the method(s) prescribed in Clause 20.2 in perpetuity beyond the nominal expiry date of this Agreement until such time as the Agreement is replaced or terminated.

**"Trigger points" to vary rate of pay increase (pa):**

The minimum 3.0% pa increase will be reviewed on an annual basis; commencing on the first anniversary of the Commencement Date, up to and including the nominal expiry date of this Agreement.

Where the annual Travel Tower Operator Recovery rate for the company's Western Australian operators (covered by this Agreement) is 78% or more in total, then the annual increase payable under the Agreement for the following 12-month period will be 4.0%.

Each 12-month period will be treated on a stand-alone basis. That is the 78% Travel Tower Operator Recovery rate for the 12 months to the review date under this Agreement will need to be achieved in each year, in order for the wage rate increase to be adjusted for the following year from 3.0% to 4.0%.

The following matters will be relevant (at the discretion of the Company) in the calculation of the annual Travel Tower Operator Recovery rate for the company's Western Australian operators (covered by this Agreement):

- a) 'Travel Tower Operator Recovery rate' is calculated as: 'Travel Tower Wet Revenue Charged Hours' divided by 'Travel Tower Operator Available Labour Hours'
- b) 'Travel Tower Wet Revenue Charged Hours' equals the total (net

of credits) wet hours charged to a customer

- c) 'Travel Tower Operator Available Labour Hours' equals the total number of normal time hours and overtime hours. For the avoidance of doubt; annual leave, long service leave, sick leave, public holidays, workers' compensation and RDO's are excluded. Also excluded are equipment stand-down hours where employees are not paid (i.e. the customer is not charged for the stand-down period).
- d) All Western Australian Travel Tower Employees' (covered by this Agreement) labour hours are included. This means both permanent and casual employees.
- e) The annual Travel Tower Operator Recovery rate is calculated for the 12 months to the month end immediately preceding that of the review date. For example; should the review date fall in April, the relevant annual Travel Tower Operator Recovery rate will be calculated using data for the 12 months to the end of March

20.3 Subject to clause 22, Superannuation contributions will be made at **11.0%** or as required by the Superannuation Guarantee Levy ("SGL"), whichever the greater, of each Employee's Ordinary Time Earnings.

20.4 Where an Employee, on any day, performs work in a classification attracting a higher rate of pay (for a period greater than 2 hours during their normal working day or shift) then such higher rate of pay will apply for the whole day or shift. However, this sub clause will not apply where an Employee is performing duties for the sole purpose of training.

**Meal Break during Overtime:**

20.5 If the period of overtime is more than 1.5 hours after working ordinary hours an Employee, before starting such overtime, will be allowed a meal break of 20 minutes which will be paid at ordinary time.

20.6 If agreement is reached between the Company and Employee for variation of this provision, to meet the circumstances of work in hand, then the Company will not be required to make payment in excess of 20 minutes.

20.7 An Employee working overtime will be allowed an unpaid meal break of 20 minutes for each 4 hours of overtime worked, provided that the Employee continues to work after such meal break.

20.8 An Employee required to work overtime for more than 1.5 hours after working ordinary hours will either be supplied meals by the Company, or be paid **\$13.95** meal allowance for the first and subsequent meals.

However; and for the avoidance of doubt, if an Employee is working away from home and the Company has made arrangements to have the cost of meals charged direct to the Company or paid to the Employee, or meals have been provided or supplied by a customer or by the

Company - the Employee will not be entitled to payment of any meal allowance under this (meal break during overtime) sub-clause.

- 20.9 Subject to this Agreement; a meal allowance will be payable under this sub-clause where an Employee is required to start work prior to 5.00am.
- 20.10 Where an Employee is required to work overtime on a Saturday or Sunday, the first meal break will (where practical) be between 10.00am and 1.00pm and be paid at ordinary rates.
- 20.11 Any Employee unable to take a meal break must, on each occasion, contact their Supervisor or Manager for approval before working through.

**Travel Allowance:**

- 20.12 The Company will pay a Travel Allowance as per the table below:

This allowance will be payable for every day upon which an Employee works or reports for work in accordance with the Company's requirements. However; for avoidance of doubt, it will not be taken into account in calculating overtime, penalty rates, annual leave, RDOs, long service leave, personal or compassionate leave, or any stand down period.

<b>Period:</b>	<b>Travel Allowance:</b>
Commencement to first anniversary of commencement	\$27.00
First anniversary to second anniversary of commencement	\$28.00
Second anniversary to nominal expiry	\$29.00

**Car Allowance:**

- 20.13 An Employee directed by the Company to use a private vehicle during working time will be paid **\$0.90** per km measured to and from respective sites (which rate will remain for the life of this Agreement), or otherwise as agreed between the Company and the Employee.

Unless agreed to by the Company beforehand, this sub-clause will not apply to any travel between an Employee's branch or workplace and their home in a private vehicle.

**Accommodation & Overnight Travel Allowance:**

- 20.14 Where an Employee is directed to work at a distant location such that they cannot return to their usual residence each night, and the Employee does not return to their usual residence:
- a) Unless otherwise agreed, the Company will provide suitable accommodation for each Employee required to stay away from

their usual residence overnight for work purposes - with payment of up to an additional **\$90** per day per employee (fixed for the life of the Agreement) for meals incurred. The **\$90** per day comprises:

- a. **\$20** for breakfast;
  - b. **\$25** for lunch; &
  - c. **\$45** for dinner.
- b) The Employee may not receive all 3 meal payments for each day, as payment will depend on where each Employee's day commences and also finishes, and whether a meal has been provided for or supplied by a customer or by the Company. Where an Employee's day starts or finishes at their usual residence, or where the customer or Company provides a meal, payment of this allowance will be adjusted accordingly (e.g. payment for breakfast and lunch on the first day away from home will not be made).
- c) An Employee may choose whether to be paid as per the above methodology outlined under Clause 20.14 a) and b) OR by of submitting receipts for meals (only) up to the value of \$90 total per day in replacement of the terms of Clause 20.14 a) and b).
- d) In the event that the Company cannot provide accommodation **with** an ensuite bathroom and air-conditioning for an employee, a value of \$100.00 per night (fixed for the life of the Agreement) will be payable to the Employee. Furthermore fatigue management protocols must be enacted by both the Company and Employee.

**In addition the Employee will be paid:**

- e) an allowance of **\$40.00** per night away from home (fixed for the life of the Agreement) for out-of-pocket expenses; &
- f) the time spent travelling at the Company's direction from the Employee's usual residence (or the Company's branch/depot) to the initial distant work site, and from the final distant work site back to the Employee's usual residence (or to the Company's branch/depot), at the Employee's ordinary base rate of pay up to a maximum of 8 hours in any 1 calendar day (with no RDO accrual) - unless otherwise agreed between the Company and Employee.

*[for example: this sub-clause d) will **not** apply where an Employee is required to perform work during the time taken travelling to and from the distant site by driving/relocating a mobile elevating work platform (travel tower)]*

- e) In the event an Employee is required to stand down during a rostered period of work, and whilst being away from home, the Employee will be entitled to 8 hours of payment at the base rate of pay.

### **Project Allowance**

- 20.15 Where an Employee is directed to work away from home, and LAHA terms apply, for a period of greater than 6 consecutive nights an additional Project Allowance of \$3.00 per hour (fixed for the life of the Agreement) will be paid for all hours worked on that Project/roster period.

## **21. Overtime and Penalty Rates**

- 21.1 An Employee who is unable to work overtime on a particular day is to advise the Company as soon as it is known of his/her inability to work overtime (wherever possible), to enable the schedule of labour accordingly.
- 21.2 All time worked on weekdays outside the ordinary hours and on Saturdays up until 12 noon, will be paid at time and one half for the first 2 hours and double time thereafter (i.e. the employee will be paid **150%** of the base hourly rate for the Employees classification for the first two hours and then paid **200%** of the base hourly rate for the employee's classification thereafter).
- 21.3 All time worked after 12 noon on Saturday will be paid at double time (i.e. the employee will be paid 200% of the base hourly rate for the employee's classification).
- 21.4 All time worked on a Sunday will be paid at double time (i.e. the employee will be paid 200% of the base hourly rate for the Employee's classification).
- 21.5 All time worked on a public holiday will be paid at double time and one half (i.e. the Employee will be paid 250% of the base hourly rate for the Employee's classification).
- 21.6 An Employee will be paid a minimum of 4 hours at the appropriate penalty rates for working overtime on a Saturday, Sunday or Public Holiday.
- 21.7 Unless otherwise covered by sub-clause 20.14 d) Accommodation and Overnight Travel Allowance, and Employee travelling between the branch and nominated work site outside of ordinary hours will be paid at the appropriate overtime rates for the period of such travel.
- 21.8 An Employee travelling to and/or from home to start/finish overtime when reasonable means of transport are not available will either be provided with transport to and/or from home or paid ordinary rates for the time taken for such travel.

21.9 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days or shifts. An Employee who works so much overtime:

- a) between the finish of ordinary work on any day or shift and the commencement of ordinary work on the next day or shift, that the Employee has not had at least 10 consecutive hours off duty between these times; or
- b) on Saturdays, Sundays and holidays, not being ordinary working days, or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on the next ordinary day or shift;
- c) will; subject to this sub-clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.10 If on the instruction of the Company such an Employee resumes or continues work without having had such 10 consecutive hours off duty, the Employee will be paid at double rates until released from duty for such a period and will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**Call Back:**

21.11 Subject to this Agreement; an Employee recalled to work after leaving the Company's premises will be paid a minimum of 4 hours at the appropriate penalty rates. The Employee will not be required to work the full 4 hours if the job the Employee was recalled to perform is completed within a shorter period.

21.12 The Employees' wages will be paid on a weekly basis. The pay period may be altered with not less than 4 weeks' notice being provided.

21.13 Wages will be paid by electronic funds transfer into a bank, building society or credit union account nominated by the Employee.

**Deductions from Employees' Wages:**

21.14 In the event of an Employee being overpaid by the Company in any pay period, or causing willful or deliberate damage to Company property or to any accommodation provided by the Company, the Employee will authorise the Company to make single or multiple deductions (as varied from time-to-time) from the Employee's wages for the purpose of recovering the overpaid wages or to pay the reasonable cost of any damage caused.

This authorisation will not be valid if the deduction would result in the Employee being paid below the Act's national minimum wage order rate.



Before making any such deduction, the Company will inform the Employee in writing of the:

- i. reason for the proposed deduction;
- ii. identity of the organisation or person in whose favour the proposed deduction is to be made;
- iii. amount of the proposed deduction and whether it will be a single or multiple deduction; and
- iv. dates or period during which the Company will make the proposed deduction.

## **22. Superannuation**

22.1 Superannuation contributions will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time.

22.2 Each Employee may choose to contribute to any complying fund of the Employee's choice.

### **Salary Sacrifice Option:**

22.3 A salary sacrifice option is available for additional superannuation contributions to be made, up to the maximum deductible limit. For the purposes of this option:

- a) The amount of the Employee's wages that is not paid to the Employee, or paid to another person on behalf of the Employee, in accordance with the salary sacrifice arrangement is an authorised deduction from the Employee's wages; and
- b) professional advice relevant to the Employee's personal circumstances prior to taking up this option is highly recommended.

## **23. Contract of Service**

23.1 Employees will be required to carry out such duties as are allocated by the Company from time to time and use any equipment as required by the Company, provided that any directions from the Company are reasonable and within the Employee's skill, competence and training. Competency levels will be assessed either by the Company or by external parties on a regular basis and on an "as required" basis.

23.2 The Employees undertake to use their best endeavours to improve and extend the business of the Company at all times and to faithfully and honestly discharge their duties.

23.3 The Employees agree that during the course of their employment:

- a) They will not, without the prior written consent of the Company, enter the service of, or be employed in any capacity for any purpose whatsoever, by any person, firm or Company or will not be engaged or interested in any undertaking or carrying on business of a similar nature or competing with the Company; &
- b) The Company may at its reasonable discretion, and either on a temporary or permanent basis, change their work location, duties, title or reporting relationships. For the purposes of this sub-clause, if a change to an Employee's work location would require the Employee to make major changes to their personal situation (e.g. their usual residence) then the Company will not treat an Employee's rejection of the change to their work location as unreasonable.

23.4 The Employees undertake to actively participate in training as required from time to time in order to perform the duties reasonably allocated by the Company, which may include performing work outside their usual scope of duties.

**Termination of Employment:**

23.5 Except for termination of employment for serious misconduct resulting in summary dismissal, and otherwise subject to the Act, the Company must not terminate an Employee's employment unless:

- a) the time between giving the notice and the day of the termination is at least the period (the **minimum period of notice**) worked out under subsection (c); or
- b) the Company has paid to the Employee payment in lieu of notice of at least the amount the Company would have been liable to pay to the Employee at the full rate of pay for the ordinary hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- c) The minimum period of notice is worked out as follows:
  - i. first, work out the period using the following table:

<b>Employee's period of continuous service with the employer at the end of the day the notice is given:</b>	<b>Period:</b>
• 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
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- ii. then increase the period by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Company at the end of the day the notice is given.

- 23.6 For the purpose of s.118 of the Act, the amount of notice (in writing) an employee must give in order to terminate his or her employment during any probationary period and up to 1 year's continuous service with the Company, will be a minimum of 1 week. Where an employee has completed more than 1 year's continuous service with the Company, the Employee may terminate his or her employment contract by providing 2 weeks' notice in writing to the Company.
- 23.7 Nothing in this Agreement prevents the Company from providing an Employee with payment in lieu of notice and in such case the Employee's contract of employment will expire at the time the notice of termination is given. The payment in lieu will be the total of all amounts in respect of the ordinary time that, if the Employee's employment had continued until the end of the required notice period, the Employee would have worked. In such circumstances, no compensation will be payable in respect of any other entitlements or non-monetary benefits that would have been applied or accrued to the Employee had the notice period not been commuted.
- 23.8 If an Employee:
- a) fails to give the required period of notice; or gives notice but leaves before the end of the notice period; or
  - b) is given notice but leaves before the end of the notice period;
- the Employee will forfeit an amount to the Company (and the Company may withhold from any monies due to the Employee on termination) an amount equal to the total of all amounts that, if the employment had continued until the end of the required notice period, the Company would have become liable to pay.
- 23.9 Upon termination of an Employee's employment by either the Employee or the Company, any amount prepaid by the Company in excess of the Employee's period of employment will be deducted from the Employee's final termination payment and reimbursed to the Company.
- 23.10 Upon termination of employment (for whatever reason) an Employee must deliver to the Company all property including uniforms, keys, equipment, mobile phones, mobile phone chargers, petty cash receipts, site induction cards, books, documents, papers, materials and copies thereof that belong to the Company and which may be in the Employee's possession or control.

- 23.11 Nothing in this clause affects the Company's right to terminate an Employee's employment without notice for serious misconduct, or where it would otherwise be unreasonable for the Employee to continue the employment during the notice period. Conduct that is "serious misconduct" includes:
- a) willful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
  - b) conduct that causes serious and imminent risk to:
    - i. the health or safety of a person, including a breach of the Company's Life Saving Rules or equivalent; or
    - ii. the reputation, viability or profitability of the Company's business;
  - c) the Employee, in the course of their employment, engaging in:
    - (i) theft; or
    - (ii) fraud; or
    - (iii) assault;
  - d) the Employee being intoxicated at work;
  - e) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

23.12 If an Employee is summarily dismissed, subject to this Agreement, the Employee will only be paid for the time worked up to the dismissal and any accrued entitlements.

23.14 **Abandonment of Employment:**

- a) The absence of an Employee from work for a continuous period exceeding 3 working days, without the consent of the Company and without notification to the Company, will be prima facie evidence that the Employee has abandoned employment.
- b) Provided that if within a period of 7 days from the Employee's last attendance at work or at the date of the last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of the Company that the absence was for a reasonable cause, the Employee will be deemed to have abandoned employment.
- c) Termination of employment by abandonment in accordance with this sub-clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever was the later.

#### 23.14 Casual Employment:

- a) a) For the operation of this sub-clause of the Agreement, Employees will be employed as either weekly hire employees or as casual employees.
- b) A casual Employee is an employee engaged who meets the definition of casual employee set out in section 15A of the Act.
- c) Casual employees will be paid per hour at the rate prescribed in clause 20 (3.2) to this Agreement, for the class of work performed, which includes an additional 30% loading. Subject to the Act's National Employment Standards, the loading is in lieu of entitlements to paid leave and other matters from which casuals are excluded by the terms of this Agreement – including (without limitation) public holiday, personal leave, notice of termination and redundancy entitlements.
- d) When a person is engaged as a Casual Employee, the Employee will be informed in writing that the Employee is to be employed as a Casual, the job to be performed, the classification level, and the relevant rate of pay.
- e) Unless otherwise expressly stated in the Agreement; casual Employees will only be paid for actual hours worked. Accordingly; all start and finish times must be recorded.
- f) The starting times set out in this Agreement do not apply to casual Employees, who may be required to start work at any time.
- g) Casual Employment will not be offered to persons who are on leave or workers' compensation from their full time employer.
- h) On each occasion a Casual Employee is required to attend work, the employee will be entitled to payment for a minimum of 4 hours work, and for 15 minute increments thereafter.

#### 23.15 Trainees

Trainees in Travel Tower operations may be employed by the Employer. Trainees will be employed on a formal training contract administered by the relevant Government Department for a nominal time.

While on site, trainees will be supervised by more experienced staff. Supervision includes when a trainee is working with a qualified and experienced operator.

Trainees will be paid the relevant percentage of the qualified person's rate. For example, a trainee operator attempting to gain a formal qualification will be paid the relevant percentage of a full time Level 1 rate. A trainee is not entitled to the benefits of Income Protection. Superannuation will be paid on the superannuation guarantee rate.

The below percentages will not apply to existing staff that undergo a formal training contract to improve their skills. However, where an existing staff member is gaining experience as part of their contract in a role that would normally attract a higher rate of pay, they will not be eligible for higher duties payment. Provided all relevant competencies and criteria are met, the percentages are:

First 6 months of traineeship	-	65%
Second 6 months of traineeship	-	75%
Third 6 months of traineeship	-	85%
Final period of traineeship	-	90%

## 24. Redundancy and Income Protection

This clause provides for redundancy pay entitlements that are more beneficial than the redundancy pay entitlements set out in the NES.

### 24.1 Redundancy

In addition to the period of notice prescribed for ordinary termination of employment (under this Agreement); if an Employee's employment is terminated in circumstances where the number of Employees reasonably required by the Company exceeds the number required to perform the work that is available, and this is not due to the ordinary and customary turnover of labour, the following amount of severance pay will apply:

- a) If the Employee has more than 12 months' continuous service but less than 2 years, they will be entitled to 4 weeks' pay, at the applicable Basic Rate of Pay. If they have 2 years' continuous service or greater, they will be entitled to 3 weeks' pay for each completed year of service (and pro rata payments for any uncompleted final year) up to a maximum of 27 weeks' pay.
- b) The Company will utilise the ReddiFund Redundancy Fund to meet all liabilities for redundancy payments. Contributions to the fund payable by the Company will be as set by ReddiFund (as amended from time to time).
- c) If an Employee's position is made redundant they will be entitled to a redundancy payment being the greater of the following amounts:
  - i. the amount payable by the Company to ReddiFund, in accordance with this Agreement; or
  - ii. the amount prescribed by sub-clause a) (above).
- d) Where there is a higher entitlement under c) ii of this sub-clause, the Employee will be paid direct this entitlement LESS the balance that has been paid into ReddiFund by the Company for the Employee's period of employment. There will be no double-dipping of redundancy entitlements.
- e) Where an Employee leaves the Company for reasons other than being made redundant, the Employee will only be entitled to the balance of their ReddiFund account in line with ReddiFund policy.

For the avoidance of doubt, the Company may apply to the Fair Work Commission for a reduction or removal of obligation to make any redundancy payment if the Company obtains suitable alternative employment for an Employee, and the Employee unreasonably rejects that offer of employment.

f) This sub-clause 24.1 does not apply to a Casual Employee.

## 24.2 Income Protection Insurance

- a) The Employer will provide income protection insurance for an injury or illness which results in a temporary disablement which prevents the employee from undertaking their usual occupation or business duties.
- b) The Employer reserves the right to select an appropriate insurer for the Income Protection Insurance policy so long as any new policy could be reasonably considered comparable to the Income Protection Insurance policy as provided upon the Commencement of this Agreement, as follows:

Weekly Sickness/Injury Benefit: 85% of gross weekly basic wage up to a maximum of \$1,500

Waiting Period: 21 Days

Maximum Benefit Period - 104 Weeks

## 25. Workers' Compensation

For the purposes of the relevant workers' compensation legislation, the ordinary rate of pay will be in accordance with the base hourly rate in clause 20.2. Any other allowances are not payable.

## 26. Long Service Leave

Contributions for all eligible Employees covered by this Agreement will be made into Portable Long Service Leave schemes in accordance with legislation in Western Australia.

## 27. Personal/Carer's Leave

Subject to the operation of sections 95 to 107 of the Act (inclusive); an employee who is absent from work on account of illness or injury will be entitled to paid personal leave, subject to the following conditions and limitations:

- 27.1 Each Employee is entitled to 10 days paid personal/carer's leave for each period of 12 months worked or a pro-rata amount of personal/carer's leave for any period of less than 12 months.

- 27.2 Leave not taken in any 1 year will accrue.
- 27.3 An Employee will as far as practical prior to the commencement of such absence, advise their direct supervisor of his/her inability to report for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of absence. Such notification will be at least 1 hour prior to scheduled commencement unless there are exceptional circumstances.
- 27.4 An Employee may be required to provide proof to the Company that he/she is entitled to payment for the day(s) claimed. Such proof must satisfy a reasonable person that the leave was taken for the relevant purpose, and may be in the form of a medical certificate from a duly qualified medical practitioner to the effect that:
- a) the Employee was, is or will be unfit for work during the relevant period of sick leave because of a personal illness or injury; or
  - b) a member of the Employee's immediate family or of the employee's household who requires care or support has had or will have a personal illness or injury during the relevant period.
- 27.5 For the purpose of s.107 of the Act, if it is not reasonably practicable to provide a certificate from a medical practitioner, an Employee may be required to give the Company other evidence that would satisfy a reasonable person as to the need or occasion for taking leave under this clause of the Agreement.
- 27.6 An Employee unable to attend work for a period exceeding 1 week will also provide weekly advice to the Company on the ongoing nature of the injury or illness and revised estimates of the likely duration of the absence.
- 27.7 Sickness on RDO's, where Employees are sick or injured whilst on an RDO, they will not be entitled to personal leave nor shall their personal leave entitlements be reduced as a result of their sickness or injury on that day.
- 27.8 Each Employee is also entitled to 2 days unpaid carer's leave if the Employee exhausts the ten 10 days paid personal/carer's leave referred to in this clause.
- 27.9 Subject to the operation of sections 102 and 103 of the Act, Casual Employees are eligible for unpaid carer's leave but not paid personal/carer's leave. When taking unpaid carer's leave, a Casual Employee must comply with the notice and evidence requirements specified in this clause.
- 27.10 No Employee will be entitled to personal leave pay for any period in respect of which the Employee is in receipt of workers' compensation entitlements.



## **28. Compassionate Leave**

Subject at all times to the Act's provisions for compassionate leave, the following entitlements will apply:

- 28.1 An Employee is entitled to 2 days' paid compassionate leave to use in case of the serious illness, serious injury or death of a person in the Employee's immediate family or household.
- 28.2 Casual Employees are not entitled to paid leave under this clause.

## **29. Annual Leave**

Subject at all times to the Act's provisions for Annual Leave, the following entitlements will apply:

- 29.1 All applications for Annual Leave will be in writing no less than 5 weeks in advance.
- 29.2 Annual Leave will be taken at a mutually convenient time with due consideration to the requirements of both the Employee and the Company; provided that the Company will not unreasonably refuse to agree to a request by an Employee to take annual leave.
- 29.3 Annual Leave will be 4 weeks per year paid at the base rate of pay with an additional 17.5% annual leave loading.
- 29.4 Non-taken Annual Leave may be cashed out (providing an Employee's remaining accrued entitlement to paid Annual Leave is not less than 4 weeks) on written agreement between the Company and the Employee.
- 29.5 If an Employee's employment ceases before the entitlement to Annual Leave has been taken, the Employee will be paid for the untaken leave.
- 29.6 Annual Leave accumulates from year to year so that any Annual Leave not taken in a year of employment will carry forward to the next year.
- 29.7 Other than for the purpose of an Annual Close Down (under this Agreement); the Company may, with the provision of 4 weeks' written notice, direct an Employee to take paid Annual Leave (provided the Employee's remaining accrued entitlement to paid Annual Leave is not less than 4 weeks).
- 29.7 For the purpose of the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business

in which shifts are continuously rostered 24 hours a day for 7 days a week. However, under this Agreement, all non-casual Employees accrue 5 weeks of annual leave per year.

#### 29.8 **Annual Close Down:**

Subject to this sub-clause; the Company may close down all or part of its business and/or branch, or reduce the number of Employees, for a specific period with the result being that all or some of the Employees in the business or branch take their Annual Leave at the same time - provided that:

- a) The Company gives not less than 4 weeks' notice of the annual close down to the Employees concerned;
- b) During any such close down, the Employees must take Annual Leave to which they are entitled or take unpaid leave. Unpaid leave can only be utilised where an Employee has no Annual Leave available;
- c) If an Employee has insufficient service to have accrued leave that is equal to the leave taken by other Employees under this sub-clause, the Employee will be required to take all of their accrued Annual Leave after which time the Employee will be given unpaid leave until the end of the close down; &
- d) Any leave taken by an Employee as a result of a close down pursuant to this sub-clause will count as service by the Employee with the Company for the purpose of annual leave accrual.

29.9 This clause does not apply to a Casual Employee.

### 30. **Public Holidays**

- 30.1 Each Employee, is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes, in accordance with the Act and subject to this clause.
- 30.2 If an employee is not ordinarily rostered to perform work on the public holiday, the Employee is not entitled to payment under this clause.
- 30.3 Subject to this clause, an Employee, other than a Casual Employee, will be entitled to be absent on the following public holidays without deduction of their base rate of pay for their ordinary hours of work on the day, provided that if such a day should happen to fall on a Saturday or Sunday (with the exception of Easter Saturday and ANZAC Day), then a substituted day will be granted/observed if it is gazetted as an alternate holiday. Those days being (however not

limited to):

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- ANZAC Day
- Labour Day
- King's Birthday
- Show Day
- Christmas Day
- Boxing Day

30.4 Subject to the NES, the Company may request an Employee to work on a public holiday in which case penalty rates in accordance with this Agreement will be payable for those hours worked. For the avoidance of doubt, "time off in lieu" instead of payment for working on a public holiday will not be agreed to or offered by the Company.

### **31. Inclement Weather**

31.1 Employees not making themselves available for work (during an ordinary day or shift) will not be entitled to payment for time lost due to inclement weather unless work has ceased by agreement with the Company, provided that Employees will not be required to work in unsafe conditions.

31.2 Subject to this clause, Employees unable to work at a site due to inclement weather may be required to:

- a) remain on site or at the job location;
- b) complete the job to a practical stage where required for reasonable safety reasons and where the job has commenced prior to the commencement of the inclement weather;
- c) transfer the Mobile Travel Tower/equipment to an alternate site or location; or
- d) return to the branch until such inclement weather ceases or abates to allow safe work to continue.

31.3 Where plant and equipment is left on site for 5 working days or more and Employees are deemed to be part of the site, the site procedures will prevail to the extent of any inconsistency with this clause.

31.4 **Definitions:**

'Inclement weather' means the existence of abnormal climatic conditions (i.e. excessive rain, hail, snow, high winds, cold, heat or

any combination thereof) by virtue of which it is not reasonable or safe under the provision of the OH&S legislation to continue working whilst such conditions prevail.

'Company' shall include the manager or agent of the manager of the Company.

'Site procedures' related only to this inclement weather clause.

## **32. Confidential Information**

- 32.1 All books of account, records, papers, correspondence and other documents of the Company or the Company's business or any other property of the Company that is in the Employee's possession or under the Employee's control will be returned to the Company whenever required by the Company, and in any event upon termination of an Employee's employment.
- 32.2 Confidential information includes all information relating to the Company and its clients or operational interests, or methodologies and affairs, any financial information, and anything else the Company notifies the Employee as being confidential.
- 32.3 Each Employee agrees that, subject to this clause, all information received and acquired during the course of their employment is confidential information and the property of the Company and its clients.
- 32.4 Each Employee will not, either during or after employment with the Company:
- a) disclose to any person confidential information relating to the business or affairs of the Company, its clients or associated businesses unless specifically authorised to do so in writing by the Company, or as required by law;
  - b) other than to the extent that it is necessary to enable the Employee to perform the Employee's duties:
    - i. make extracts from, copy or duplicate or use confidential information;
    - ii. make adaptations of confidential information; or
    - iii. make any notes, pro-forma documents, working papers or memoranda relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs.
- 32.5 Each Employee acknowledges a failure to comply with these requirements may constitute valid grounds for dismissal.

- 32.6 This clause of the Agreement does not prevent an Employee from seeking to access or use confidential information if it is for the sole purpose of pursuing a "workplace right" that the Employee has (within the meaning of s.341 of the Act).

### **33. Flexibility Term (for purpose of s 202 of the Act)**

- (1) The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement ("arrangement") to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters: (i) arrangements about when work is performed; (ii) overtime rates; (iii) penalty rates; (iv) allowances; (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a), or in relation to any other matter arising out of the employment relationship; and
  - (c) the arrangement is genuinely agreed to by the Company and Employee.
- (2) The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and Employee; and
  - (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the

- arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Company or Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - (b) if the Company and Employee agree in writing-at any time.

### **34. Consultation Term (for purpose of s 205 of the Act)**

- (1) This term applies if the Company:
    - (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 Company must notify the relevant Employees of the decision to introduce the major change; and
    - (b) sub-clauses (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 Company of the identity of the representative;
 the Company must recognise the representative.
  - (5) As soon as practicable after making its decision, the Company 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 Company 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 Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Company 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 Company, 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 Company'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 Company must notify the relevant Employees of the proposed change; and
  - (b) sub-clauses (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 Company of the identity of the representative;

the Company must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the Company 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 Company reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- (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 Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(15) The Company 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).

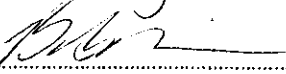


**35. Signatures of Parties**

Signed on behalf of the Company (Employer):

Full Name: Cory Shane McLaughlinSignature: Date: 20/12/2023Position: National Business Manager Travel TowersAddress: 184 Curtin Ave West, Eagle Farm  
4009 QLD

Signed on behalf of the Employees:

Full Name: Bradley Simon HarrisonSignature: Date: 20/12/23Position: Senior OperatorAddress: 4 Sergeant Rd Melville WA 6125