



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Fulton Hogan Australia (Management) Pty Ltd
(AG2022/3279)

FULTON HOGAN UTILITIES COMMUNICATIONS WESTERN AUSTRALIA ENTERPRISE AGREEMENT 2022

Building, metal and civil construction industries

DEPUTY PRESIDENT MASSON

MELBOURNE, 23 AUGUST 2022

Application for approval of the Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Fulton Hogan Australia (Management) Pty Ltd. 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 undertakings 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 as are relevant to this application for approval have been met.

[4] I note that several clauses may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 1.3.4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 August 2022. The nominal expiry date of the Agreement is 22 August 2026.



DEPUTY PRESIDENT

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Annexure A



Fulton Hogan Australia (Management) Pty Ltd
ABN: 66 637 368 088
Level 1, 1 Greenhill Road
Wayville SA 5034
+61 8 8177 8500

23 August 2022

Deputy President Masson
Fair Work Commission
Level 4, 11 exhibition Street
Melbourne VIC 3001

Dear Deputy President,

AG2022/3279 - Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022

Undertaking – Section 190 of the Fair Work Act 2009

I, Stacy Brittain, HR Advisor for Fulton Hogan Australia (Management) Pty Ltd (the Company) give the following undertakings with respect to the *Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022* (the Agreement):

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.
2. Employees who would otherwise be covered by the *Electrical, Electronic and Communications Contracting Award 2020 (Electrical Award)* will be entitled to the additional week of annual leave if they either meet the definition set out in clause 8.1.4 of the Agreement or clause 21.1(b) of the Electrical Award, whichever is the more favourable to the employee.
3. If an employee works an afternoon or night shift that does not continue for at least 5 consecutive afternoon or night shifts, the employee will be entitled to a loading of 50%, instead of the loadings in clauses 6.2.4 and 6.2.5 of the Agreement.
4. In addition to undertaking (3), if a Communication Worker Level 1 or 2 works three (3) or four (4) afternoon or night shifts in a week, the Company will perform a BOOT calculation (as defined).
5. In this undertaking:
 - a. "BOOT Calculation" means that where required, the Company will ensure that the employee's total gross earnings for the Period is more than what the employee would have been entitled to under the relevant Award. If an employee's total gross earnings for that period is not more than an employee's entitlement under the Award, the Company will adjust the employee's total gross earnings for that period to equal the total gross earnings that would otherwise be payable to the affected employee under the Award, plus \$1.00 and this will be paid in the next pay period following the end of the Period.
 - b. "Period" means the week in which the shift work is performed in.



Fulton Hogan Australia (Management) Pty Ltd

ABN: 66 637 368 088
Level 1, 1 Greenhill Road
Wayville SA 5034
+61 8 8177 8500

Yours sincerely,

A handwritten signature in black ink that reads 'Stacy Brittain'.

Stacy Brittain
HR Advisor

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 the agreement.

FULTON HOGAN UTILITIES COMMUNICATIONS WESTERN AUSTRALIA ENTERPRISE AGREEMENT 2022



CONTENTS

1. AGREEMENT ADMINISTRATION.....	3
1.1. APPLICATION OF THE AGREEMENT	3
1.2. DEFINITIONS	3
1.3. OPERATION OF THE AGREEMENT	3
1.4. NO EXTRA CLAIMS	4
1.5. VALIDITY OF AGREEMENT	4
2. MUTUAL RESPONSABILITIES	4
2.1. EMPLOYEE RESPONSIBILITIES	4
2.2. NEW EMPLOYEES	5
2.3. CLASSIFICATION AND WORK ALLOCATION	5
2.4. STAND DOWN	6
2.5. QUALIFICATIONS & LICENCES	6
3. CONSULTATION.....	6
3.1. COMMUNICATION	6
3.2. RESOLVING WORKPLACE CONCERNS OR DISPUTES	6
4. TRAINING AND DEVELOPMENT	7
4.1. TRAINING	7
4.2. APPRENTICES AND TRAINEES	7
5. CATEGORIES OF EMPLOYMENT.....	8
5.1. PERMANENT EMPLOYMENT	8
5.2. CASUAL EMPLOYMENT	8
5.3. LIMITED TENURE EMPLOYMENT	8
5.4. PROBATIONARY PERIOD	8
6. HOURS OF WORK	9
6.1. ORDINARY HOURS	9
6.2. SHIFT WORK	9
6.3. REASONABLE ADDITIONAL HOURS	10
6.4. REST PERIOD AFTER OVERTIME	11
6.5. PENALTY RATES NON-CUMULATIVE	11
6.6. CALL OUTS	11
6.7. WORK ROSTER/ REST & RECREATION BREAKS	12
6.8. INCLEMENT WEATHER	12
6.9. REMOTE SITE WORK	13
7. REMUNERATION.....	14
7.1. RATES OF PAY	14
7.2. WAGE INCREASES AND ADJUSTMENT OF EXPENSE RELATED ALLOWANCES	14



7.3.	ALLOWANCES	14
7.4.	DISTANT WORK	15
7.5.	PROJECT MOBILISATION AND DEMOBILISATION	15
7.6.	HIGHER DUTIES	16
7.7.	SUPERANNUATION	16
8.	LEAVE	16
8.1.	ANNUAL LEAVE	16
8.2.	PERSONAL/ CARERS' LEAVE	17
8.3.	COMPASSIONATE LEAVE	18
8.4.	JURY SERVICE	19
8.5.	COMMUNITY SERVICE LEAVE	19
8.6.	FAMILY VIOLENCE LEAVE	19
8.7.	PUBLIC HOLIDAYS	20
8.8.	LONG SERVICE LEAVE	20
9.	OTHER MATTERS	20
9.1.	REDUNDANCY	20
9.2.	TRANSFER TO LOWER PAID DUTIES	21
9.3.	TERMINATION	22
9.4.	INDIVIDUAL FLEXIBILITY	23
9.5.	TOOL REQUIREMENTS	23
9.6.	CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT	24
SCHEDULE 1- CLASSIFICATION & ORDINARY HOURLY RATES OF PAY		24
	TABLE OF ALLOWANCES	31
SIGNATORIES TO THE AGREEMENT		32

1. AGREEMENT ADMINISTRATION

1.1. APPLICATION OF THE AGREEMENT

This Agreement, which shall be known as the Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022, covers:

1.1.1. the Company;

1.1.2. the Employees as defined at clause 1.2 of this Agreement who are employed in the Company's WA Utilities Communications Division and who are engaged to work on telecommunications and telecommunications-related utilities construction projects, shutdown and maintenance duties in the State of Western Australia; and will not apply to other divisions or business units of Fulton Hogan (which includes but is not limited to the Agreement not applying to the Water, Underground Technologies, Infrastructure Services and Construction Divisions).

1.1.3. Notwithstanding the above, this Agreement does not apply to projects where a project specific agreement is in place provided that the terms of that agreement are no less favourable than the terms of this agreement.

1.2. DEFINITIONS

1.2.1. "Act" means the Fair Work Act 2009 as amended from time to time.

1.2.2. "Agreement" means this Enterprise Agreement.

1.2.3. "Company" means or refers to Fulton Hogan Australia (Management) Pty Ltd.

1.2.4. "Employee" means or refers to an Employee of the Company who falls within the classifications of work and application of this Agreement. To avoid doubt, this agreement does not apply to salaried Supervisors.

1.2.5. "FWC" means the Fair Work Commission.

1.2.6. "Home Depot" means the depot nominated by the Company as the Employee's home depot (which may be varied by the Company from time to time).

1.2.7. "Immediate Family" has the same meaning as in the Act, and includes the Employee's spouse (or de facto spouse), and a parent, sibling, child, grandparent or grandchild of the Employee or the Employee's spouse.

1.2.8. "Distant Work Allowance" has the same definition under the taxation legislation for travel allowance and means an allowance to cover losses or outgoings that are incurred for accommodation, food, drink or incidental expenses related to the travel, when an Employee travels away from their ordinary place of residence in the course of their duties.

1.2.9. "NES" means the National Employment Standards of the Act.

1.2.10. "Ordinary Rate of Pay" means an Employees applicable rate of pay as prescribed at Schedule 1 of this Agreement.

1.2.11. "Permanent Employee" means an Employee employed by the Company other than as a casual Employee.

1.2.12. "RDO" means a paid rostered day off work arising from an Employee working additional ordinary hours and accruing additional those to facilitate the RDO.

1.3. OPERATION OF THE AGREEMENT

1.3.1. This Agreement shall commence operation seven (7) days after FWC approves the Agreement.

1.3.2. The nominal expiry date of this Agreement will be four years from the date of Approval by the FWC. However, this Agreement shall continue to operate and apply to employment beyond the nominal expiry date until a replacement Agreement is made or this Agreement is terminated in accordance with the Act.

1.3.3. Employees will observe Company policy as issued from time to time. Company policy does not form part of this Agreement.

1.3.4. This agreement will be read and interpreted in conjunction with the NES. Where there is any inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provisions will apply to the extent of the inconsistency.

1.3.5. This Agreement shall stand alone and operate to the exclusion of any other Awards or Agreements, State or Federal, that would otherwise apply had it not been for the making of this Agreement, other than for the minimum Award rates of pay requirements of the Act.

1.3.6. The reference to Company policies and procedures in this Agreement, refers to the operational requirements legally open to the Company, which will conform to the Company's statutory and legal obligations, including, but not limited to, the Act, the Code for the Tendering and Performance of Building Work 2016, and any orders and directions of tribunals and courts.

1.4. NO EXTRA CLAIMS

Unless both parties agree, Employees may not pursue any further claims relating to the conditions of employment whether dealt with in this Agreement or not.

1.5. VALIDITY OF AGREEMENT

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

2. MUTUAL RESPONSABILITIES

2.1. EMPLOYEE RESPONSIBILITIES

There are some fundamental responsibilities that Employees have. These are:

2.1.1. To do all work to the best of the Employee's ability, skill and competence, and to the Company's satisfaction in meeting the expectations of the Company's quality system.

2.1.2. To familiarise themselves, and comply, with the Company's policies and procedures, as varied from time to time.

2.1.3. To carry out work at places reasonably requested by the Company.

2.1.4. To report to the Company immediately any breach or suspected breach of the Company's policy, practices or procedures or any act of misconduct of which an Employee becomes aware.

2.1.5. To do their best to promote, and not harm, the business, interests and reputation of the Company.

2.1.6. Attend for work when rostered, and not to be absent from the workplace without permission.

2.1.7. An absence from work for a continuous period exceeding three (3) working days without notification to the Company will be prima facie evidence that an Employee has abandoned employment with the Company.

2.1.8. To advise the Company as early as possible of the Employee's inability to attend work due to illness or injury, prior to the commencement of the Employee's shift including as far as practicable the reasons for the absence. The Employee is required to

produce satisfactory proof (as defined in this Agreement) for any absence due to illness or injury. If the Employee does not comply with these requirements, payment for sick leave (where appropriate), may be withheld.

2.1.9. To comply with all reasonable instructions of the Company that are within the scope of the Employee's skills, competence and training (including but not limited to undertaking training to develop those skills).

2.1.10. To do all things reasonably necessary to protect both the Employee's own health and safety and the health and safety of other Employees and any other person at the workplace including but not limited to following all of the Company's work health and safety policies and procedures.

2.1.11. Not to smoke cigarettes or other tobacco or similar substances (including but not limited to vaping or e-cigarettes) at the workplace, including all property and vehicles owned by the Company, other than any designated smoking areas advised by the Company.

2.1.12. To uphold the Company's zero tolerance requirements regarding drugs and alcohol or any other substance which may affect an Employee's ability to work.

2.1.13. Not to take or possess unprescribed drugs or alcohol while at work. An Employee will inform the Company, prior to commencing work, if the Employee is under the influence of drugs (prescribed or unprescribed), alcohol, or any other substance which may affect the Employee's ability to work. A breach of this sub-clause and/or sub-clause 2.1.11 is considered a serious breach of this Agreement and may result in an Employee's dismissal.

2.1.14. For a reasonable cause to attend a doctor nominated by the Company for a full medical examination if requested at any time. The examination may also include a drug and alcohol test.

2.2. NEW EMPLOYEES

2.2.1. If an Employee wishes to hold alternative employment, the Company requires the Employee to advise the Company. The Company will not ordinarily oppose additional employment unless the Company is of the opinion that such permission will harm the business or negatively affect an Employee's ability to carry out the Employee's work.

2.2.2. The Employee declares by way of the Employee's employment application that all information provided by the Employee to the Company prior to engagement is accurate and complete. The Employee is required to disclose all pre-existing injuries and diseases of which the Employee is aware and which the Employee could be expected to foresee may be affected by the nature of proposed employment. Failure by an Employee to disclose any relevant or factual information on engagement may result in the termination of employment summarily.

(See also 5.4 Probationary Period)

2.2.3. Employment may be subject to the acceptance by the Company of pre employment checks including a medical examination and, if required, a National Police Clearance undertaken on an Employee at the cost of the Company.

2.3. CLASSIFICATION AND WORK ALLOCATION

2.3.1. An Employee engaged in a position classified in this Agreement means that the Employee is, subject to an Employee's qualification, experience and fitness, required to perform all of the tasks of the position, including those tasks that are incidental and peripheral to the main functions of an Employee's position, and including any duties of any classification up to and including the Employee's substantive level.

2.3.2. An Employee's allocation to tasks and location of work will be at the Company's direction considering operational requirements, for which an Employee will be paid the applicable rate of pay prescribed at Schedule 1 of this Agreement.

2.4. STAND DOWN

The Company may, subject to the provisions of the Act, stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:

2.4.1. industrial action (other than industrial action organised or engaged in by the Company);

2.4.2. any stoppage of work or other cause, within or outside the business that is outside of the reasonable control of the Company.

If under this clause the Company stands down an Employee pursuant to 2.4.1 or 2.4.2 above, the Company has no requirement to make payments to the Employee for that period. The Employee will be given the opportunity to utilise accrued RDO/annual leave.

2.5. QUALIFICATIONS & LICENCES

2.5.1. If an Employee is required as a condition of employment to hold a current and valid qualification or licence (eg for plant or vehicle), the Employee will notify the Company immediately if the Employee's licence is suspended or cancelled or if the Employee is disqualified from holding or obtaining an appropriate qualification or licence.

2.5.2. If an Employee is employed where a part of the Employee's condition of employment or duties is to operate plant or drive a licensed vehicle or otherwise hold any licence, qualification or approval, a loss of such qualification, licence or approval will be prima facie evidence, subject to consideration of all the facts, of frustration of contract that may result in termination of employment.

2.5.3. If an Employee is without an appropriate current qualification or unfettered vehicle or other plant licence, the Employee is strictly forbidden from operating such Company vehicle or other plant. If an Employee is found to be so driving, it will result in disciplinary action, which may include dismissal.

2.5.4. The Company has a zero alcohol level for Employees when engaged in driving Company plant and vehicles. If an Employee is found to be operating plant or driving a Company vehicle in excess of this level, the Employee will be subject to disciplinary action which may include dismissal.

3. CONSULTATION

3.1. COMMUNICATION

3.1.1. The Company will consult with employee about major workplace changes that are likely to have significant effect on them or changes to regular rosters or ordinary hours of work.

3.1.2. An employee may involve a representative who they appoint during consultation if they choose to do so.

3.1.3. In consultations about changes to regular rosters or ordinary hours of work, the Company will provide information about the change, invite employees to give their views about the impact of the change (including any impact on family or carer's responsibilities), and consider those views.

3.2. RESOLVING WORKPLACE CONCERNS OR DISPUTES

3.2.1. The following provisions shall apply to any dispute between an Employee covered by this Agreement and the Company about any matter arising under this Agreement or in relation to the NES:

- a) The Employee(s) will discuss the question, dispute or difficulties with their supervisor/manager, who will attempt to resolve the issue;
- b) If the matter is not resolved, the matter will be referred to a Director of the Company or more senior management who will attempt to resolve the issue;
- c) If the matter still remains unresolved, then either party to the dispute may refer the matter to the FWC for mediation or conciliation;
- d) If the matter remains unresolved, then either party may request that it be dealt with by FWC in arbitration. Any decision determined by FWC must be consistent with the Code for the Tendering and Performance of Building Work 2016 and, subject to any appeal rights, will be binding on the parties.

3.2.2. At any or all stages of the above procedure, either party may appoint a representative of their choice in writing, to assist in resolution of the dispute.

3.2.3. At all times whilst a question or dispute is being resolved normal work will continue as directed by the Company.

4. TRAINING AND DEVELOPMENT

4.1. TRAINING

4.1.1. Training is an important and integral part of the ongoing relationship with an Employee.

4.1.2. Employees are to undertake training as required by the Company to ensure that the Employee has all the skill and competencies needed to perform all of the tasks required of a multi-skilled Employee.

4.1.3. Provided that the Company has discussed it with the Employee and the Employee agrees, some training may be undertaken in the Employee's own time on a non-paid basis.

4.1.4. The Company will meet the costs of all training required by the Company.

4.1.5. Employees are required to teach work skills and procedures to other team members as and when required by the Company.

4.2. APPRENTICES AND TRAINEES

4.2.1. Where the Employer enters into a contract of training with an apprentice or trainee (adult or otherwise) then the terms of this agreement will apply.

4.2.2. In calculating an apprentice or trainee's rate of pay the relevant percentage as per the table in Schedule 1 will apply and will be calculated against the weekly base rate of pay for the applicable Communications Worker Level 3.

4.2.3. Apprentices or trainees will be permitted reasonable time without loss of pay to attend course enrolment times and course examinations held during ordinary working hours; provided prior approval is granted and claims for payment are supported by satisfactory evidence of attendance where requested.

4.2.4. Reasonable expenses incurred by an apprentice or trainee whilst undertaking the apprenticeship or traineeship will be reimbursed by the Employer on the successful completion of each unit the expense/s relate to. Such claims must be submitted on writing with receipts to substantiate the claim.

4.2.5. Payment for study time will not apply, unless approved in advance by management and the study is conducted during ordinary working hours.

5. CATEGORIES OF EMPLOYMENT

5.1. PERMANENT EMPLOYMENT

5.1.1. Full-Time Employment

This means a Permanent Employee who works an average of 38 ordinary hours per week on a permanent basis.

5.1.2. Part-Time Employment

This means a Permanent Employee who works an agreed number of ordinary hours each week, which is less than 38 on a permanent basis. A part-time Employee shall accrue entitlements such as leave on a pro rata basis in accordance with the agreed ordinary hours of work. If a part-time employee works in excess of their agreed ordinary hours each week, the additional hours will be paid as overtime.

5.2. CASUAL EMPLOYMENT

5.2.1. A casual employee is an employee who is engaged as a casual employee (within the meaning of the Act). A casual Employee's hours of work and employment are subject to the Employee's availability to work and the need for the Employee's services.

5.2.2. There is no obligation on the Company to provide an Employee with work nor on the employee to accept work that is offered. Rostering of Employees is at the discretion of the Company.

5.2.3. As a casual Employee the Employee is contracted by the hour. Each period of engagement stands alone. On each occasion a casual Employee is required to attend the work the Employee must be paid for a minimum of four consecutive hours' work.

5.2.4. As a casual Employee the Employee is not entitled to any paid leave entitlements (other than long service leave where the eligibility requirements are met), public holidays not worked, period of notice on termination or redundancy provisions. A casual employee will be paid a loading of 25% in lieu of the entitlements of permanent employees which is included in the rates in the table.. When working hours that attract penalties or loadings, the casual loading will be added to the rate applicable to a full-time employee (eg. if the applicable loading was 150%, the casual employee would be paid 175% of the full-time rate).

5.2.5. A casual Employee is entitled to unpaid carer's leave (see Leave provisions).

5.2.6. A casual Employee's employment may be terminated by either party at any time with one (1) hour's notice or payment in lieu. Provided that, this prescription will not affect the right of the Company to dismiss an Employee without notice for misconduct or other lawful cause for summary dismissal that would be justified at common law.

5.3. LIMITED TENURE EMPLOYMENT

5.3.1. This means that the Employee is employed as a Permanent Employee for a fixed period of time or for a specific project/event or situation of finite duration as determined by the contract of employment between the Employee and the Company. An Apprenticeship and a Traineeship are limited tenure contracts.

5.4. PROBATIONARY PERIOD

5.4.1. Up to six (6) months of an Employee's initial employment with the Company, if the Employee is a new Permanent Employee, will be as a probationary Employee.

5.4.2. Employment during this period will count as service for same should continuing employment occur beyond the probationary period.

5.4.3. While an Employee is serving a probationary period, either the Employee or the Company may terminate the Employee's employment at any time for any lawful reason by giving the Employee one (1) weeks' notice or payment in lieu, unless the termination is for serious and wilful misconduct which at common law justifies summary dismissal.

6. HOURS OF WORK

6.1. ORDINARY HOURS

6.1.1. An Employee's ordinary hours will be up to an average of 38 per week and up to a maximum of 12 hours per day.

6.1.2. An Employee's ordinary working span of hours will be 6:00 am and 6:00 pm Monday to Friday inclusive, except where an Employee is working as a shift worker.

6.1.3. An Employee's ordinary hours within a four (4) consecutive week work cycle will be 152.

6.1.4. In the event of expected hot weather, an Employee may, subject to agreement with the Company, commence normal working hours prior to 6:00 am. Where this occurs at the Employee's request, no penalty payments will be made for time worked outside of the ordinary working span of hours.

6.1.5. The Company may work on a Rostered Day Off (RDO) system. Under a RDO system, full-time employees will work a 40 hour week (pro rated for a part-time employee), with the additional two (2) hours above the 38 ordinary hours being accrued for the purpose of accruing a Rostered Day Off ("RDO"). The Company will roster the taking of RDOs. RDOs will not be rostered on a public holiday. Where agreed between an Employee and the Company, an RDO may be taken on a day other than rostered or, banked up to a maximum of five (5) RDOs, with any RDO accrual above this amount paid out at the employee's ordinary rate of pay. Unused RDOs will be paid out on termination and may, where agreed between the Company and the Employee, be paid out at the Employee's ordinary rate of pay during employment. Casual employees will not work on a Rostered Day Off systems.

6.1.6. Employees will be entitled to a 30 minute unpaid meal break where they work in excess of five (5) continuous hours and in addition a 10 minute paid rest break. Breaks will be taken at times determined by the Company based on operational requirements.

6.2. SHIFT WORK

6.2.1. An Employee may be required to work shift work.

6.2.2. For the purposes of this clause, shiftwork means any system of work in which operations are being continued by the employment of a group of Employees upon which another group had been engaged previously.

6.2.3. 'Shift work' means ordinary hours of work rostered in any of the following configurations:

- a) 'Day shift' means any shift starting on or after 6:00 am and before 10:00 am
- b) 'Afternoon shift' means any shift starting on or after 10:00 am and before 8:00 pm.
- c) 'Night shift' means any shift starting on or after 8:00 pm and before 6:00 am.
- d) Rostered shift means a shift of which the Employee concerned has had at least 48 hours' notice.

- e) The ordinary hours of work for shift workers will not exceed an average of 38 per week.
- f) Afternoon and Night shift workers are entitled to one paid 30 minute meal/crib break per day.

6.2.4. Employees working afternoon shift will be paid a shift allowance of 15% on their Ordinary Rate of pay for all such hours.

6.2.5. Employees working night shift will be paid a shift allowance of 30% on their Ordinary Rate of pay for all such hours.

6.2.6. For all time worked by a shift worker in excess of or outside the ordinary hours averaged over the roster cycle (inclusive of time worked for accrual processes) shall be paid at time and a half for the first two hours and double time thereafter except in cases where the time is worked:

- a) By arrangement between employees themselves; or
- b) For the purpose of effecting the customary rotation of shifts.
- c) Saturdays. Employees working shifts between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of time and a half for ordinary hours of work. This rate is in lieu of the shift allowance prescribed in clause 6.2.4 and 6.2.5.
- d) Sundays. Employees working shifts between midnight Saturday and midnight Sunday shall be paid at the minimum rate of double time for ordinary hours of work. This rate is in lieu of the shift allowance prescribed in clause 6.2.4 and 6.2.5.
- e) Sundays and public holidays. Where shifts commence between 11:00 pm and midnight on a Sunday or a Public Holiday, the time so worked before midnight will not entitle the Employee to the Sunday or public holiday rate; provided that the time worked by an Employee on a shift commencing after 8 pm and before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday. Where shifts fall partly on a Sunday or a public holiday that shift, the major portion of which falls on a Sunday or public holiday will be regarded as the Sunday or public holiday shift.
- f) The starting times can be changed by the Company to suit the needs of the business after discussing the changes with the employees that are affected by the change and giving notice of changed times.

6.2.7. Table 1 – summary of shift loadings:

SHIFT	PERCENTAGE %
Afternoon shift	15
Night shift	30

6.3. REASONABLE ADDITIONAL HOURS

6.3.1. The Company may require an Employee to work reasonable overtime

6.3.2. 'Overtime' means hours that are worked outside of the ordinary hours (i.e. beyond 7.6 hours per day (or 8 hours where an RDO is being accrued) Monday to Friday) prescribed at clause 6 of this Agreement.

6.3.3. Hours worked at the Company's requirement in excess of the span or quantum of ordinary hours will be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

6.3.4. Hours worked on a Saturday will be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

6.3.5. Hours worked on a Sunday will be paid at double time.

6.3.6. Public holidays are paid as at the rate of double time and a half for all hours worked on that day in lieu of payment for the public holiday, with a minimum of four hours worked.

6.3.7. Casual Employees required to work overtime or on the weekend will be entitled to the relevant penalty rates prescribed by this Agreement in addition to the 25% casual loading (for example, if the full-time penalty rate is 150%, then casual overtime rate is 175%).

6.4. REST PERIOD AFTER OVERTIME

6.4.1. When overtime work is necessary, it shall, wherever reasonably practicable, be arranged so that an Employee has at least 10 consecutive hours off duty between the works of successive days.

6.4.2. An employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the Employee has not had at least 10 consecutive hours off duty between these times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

6.4.3. If on the instruction of the Employer, an Employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of double time until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

6.4.4. The provisions of this clause shall apply in the case of shift work as if eight hours were substituted for ten hours when overtime is worked:

- a) For the purpose of changing shift rosters; or
- b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- c) Where a shift is worked by arrangement between the Employees themselves.

6.5. PENALTY RATES NON-CUMULATIVE

6.5.1. The shift allowances and penalties prescribed in this Agreement are non-cumulative, except where an employee is Casual and working overtime or on a weekend. Where an employee would be entitled to more than one penalty rate or loading, the greater shall apply. Shift allowances are not applicable to penalty hours, only to standard hourly rate when working ordinary hours.

6.6. CALL OUTS

6.6.1. General:

- a) Any time worked by an Employee in accordance with this clause will not contribute toward the calculation of that Employee's ordinary hours;

- b) No payment shall be made under this clause where the Employee is not in the required degree of readiness to respond to urgent operational matters.

6.6.2. Physical Call Out:

- a) This clause shall apply where an Employee is recalled to perform unplanned work after leaving the Employer's premises; and
- b) Such recall occurs after the Employee's usual ceasing time and before 6:00 am; and
- c) The Employee is required to travel to a site/location of the Employer to attend to the matter being the subject of the call out.

6.6.3. The Employee will be paid a minimum of four (4) hours at the appropriate overtime rate as set out in clause 6.3:

- a) Any further call outs within the four (4) hour period set by the first call out are covered by the initial four hour payment; and
- b) Call outs after the initial four hours (4) are paid at the appropriate overtime rate for the actual time of the call out; and
- c) Time reasonably spent travelling, from door to door, will be counted as time worked; and
- d) If any Employee is called out to attend a site and the call out is cancelled before they reach the site, a payment of one hour at double time will apply.

6.6.4. Where an Employee is;

- a) Physically called back to work in accordance with sub clause 6.4.2; and
- b) As a result of that call out they have not had a ten hour break as provided for in sub clause 6.4.2; and
- c) Their work on that call out is contiguous with the start of their next ordinary hours shift; and
- d) They are directed to continue work into their ordinary hours shift;

Then instead of all other payments specified in this clause 6.6 or in clause 6.4. the call out will be paid at the appropriate overtime rate until such time as the ordinary hours shift concludes or the Employee is released from duty.

6.7. WORK ROSTER/ REST & RECREATION BREAKS

Employees will be consulted and advised of their working roster and working hours prior to commencing on a project and/ or their employment. Periods of time off work (R&R) will be unpaid.

6.8. INCLEMENT WEATHER

6.8.1. Definition of Inclement Weather

- a) Inclement weather means the existence of rain or abnormal climatic conditions (e.g. hail, severe cold, high wind, severe dust storm, extreme high temperatures for the locality concerned, or any combination thereof) by virtue of which it is either not reasonable or not safe for workers to continue working whilst exposed to the conditions.
- b) Weather will be regarded as inclement when determined by site management. Regard will be given to the normal and prevailing weather conditions for the location of the work.

- c) A reasonable approach will be taken to inclement weather which will mean work will continue unless it is either unreasonable or unsafe for Employees to continue working.

6.8.2.Exemptions to Inclement Weather

- a) If an Employee operates machinery fitted with a functional weatherproof cab, this will not be deemed to be exposed to inclement weather.
- b) If an Employee is not affected by the inclement weather, even though others may be so; the Employee will continue working normally and, if necessary, will be provided with adequate protective clothing.

6.8.3.Transfer

On any site or section of a site affected by inclement weather an Employee may be transferred to another site or section of the site for productive work. The Company will take a reasonable approach when requiring an Employee to transfer from one work area to another. This will include giving consideration to the distance to be travelled and the time of day, however the Company maintains the discretion to make the final decision as to when the transfer is appropriate.

6.8.4.On days affected by Inclement Weather and when it is not possible (due to the Inclement Weather) to work, or complete a full shift, Employees will be paid in accordance with the following:

6.8.5.Alternative Arrangements

- a) Should the transfer option be considered inappropriate by the Company, if an Employee is directly affected by the inclement weather an Employee may be required to attend the Company office or other location to perform general duties and/or attend safety, skills development or training sessions or to attend meetings to discuss the organisation of work as directed by the Company.
- b) Alternatively, the Company and an Employee may agree for the Employee to take accrued annual leave, an accrued RDO or leave without pay.
- c) Where none of the foregoing are available, an Employee may be required to remain on site until the inclement weather has ceased. The Company will adopt a common sense approach and will not unreasonably refuse to authorise an Employee to leave the site on an appropriate approved leave basis at the Company's discretion.
- d) On days affected by inclement weather and when it is not possible (due to the inclement weather) to work, or complete a full shift, Employees will be paid in accordance with the following:

CIRCUMSTANCES DUE TO THE EFFECT OF INCLEMENT WEATHER	PAYMENTS
Employee notified not to attend work prior to the work day commencing	Take accrued RDO or Leave
Employee arrives at work site but is instructed go home prior to the commencement of their work day, or works less than four (4) hours	Travel + 4 hours
Employee works more than 4 hours but less than 7.6	Travel + 7.6 hours

6.9. REMOTE SITE WORK

6.9.1.Where the Employee is required to work on projects that are at such distance from their usual place of residence that it is determined (in consultation) it is unreasonable for

the Employee to return to that place each day (i.e. Remote Site Work) then suitable rest and recreational (R&R) breaks from the project will be determined in accordance with clause 6.7.

6.9.2.A reasonable approach shall be taken to Remote Site Work, which shall mean Employees will be consulted with prior to commencement of such work.

7. REMUNERATION

7.1. RATES OF PAY

7.1.1.An Employee's Ordinary Rate of Pay per hour will be the applicable rate prescribed at Schedule 1 of this Agreement to which the Employee is appointed.

7.1.2.The remuneration prescribed in this Agreement does not include any component of a site allowance, nor is a site allowance payable pursuant to this Agreement

7.1.3.An Employee's wage will be paid weekly through electronic funds transfer into a recognised banking institution as agreed with the Company.

7.2. WAGE INCREASES AND ADJUSTMENT OF EXPENSE RELATED ALLOWANCES

7.2.1.The Ordinary Rates of Pay in this Agreement are inclusive of leave loading and all rates, loadings and allowances, other than those prescribed in this Agreement. These Ordinary Rates of Pay apply from the first full pay period on or after the Commencement Date and include the following increases:

- a) Employees (other than Wireless Communications Workers) will be entitled to an increase of 3% from the first full pay period after 1 July 2022
- b) Employees will be entitled to a further increase of 2.5% from the first full pay period after 1 July 2023
- c) Employees will be entitled to a further increase of 2.5% from the first full pay period after 1 July 2024
- d) Employees will be entitled to a further increase of 2.5% from the first full pay period after 1 July 2025
- e) Employees will be entitled to a further increase of 2.5% from the first full pay period after 1 July 2026

7.3. ALLOWANCES

The Company will pay allowances in accordance with Schedule 2 for the life of the agreement.

7.3.1.Meal Allowance

All Employees will be entitled to a Meal Allowance of \$17.00 per occurrence where an employee works more than 9.5 hours in a shift and will be paid in consideration of providing a meal. This Allowance is inclusive of any paid crib time or meal break entitlements and will not be paid where meals are provided.

7.3.2.Travel and Fare Allowance

Employees who are required to commence work other than at a Company yard or depot will be paid a daily Travel Allowance of \$25.00 for each day worked. The allowance will not be payable on any day an Employee is provided or offered a vehicle or transport to and from the job by the Employer.

7.3.3.Additional Travel

Subject to prior Employer approval, where an Employee is required to travel to a project/ site more than 100kms (shortest road journey length) from their main place of residence and the Employee is using their own vehicle, the Employee will be paid an additional \$0.72 per km travelled above 100km per journey. This allowance is not payable to Employees who are in receipt of allowances prescribed in clause 7.4 or clause 7.5.

7.3.4. Leading Hand Allowance

A person specifically appointed to be a Leading Hand must be paid at the rate of \$3.00 per hour.

The Leading Hand Allowance will be paid for all purposes.

7.3.5. On Call

- a) Where an Employee is On Call, the Employee must remain fit for work for the duration of the On-Call time frame as agreed and must be available to the Company and to accept telephone calls.
- b) The Employee will receive \$145 per week to be On Call, paid in arrears at the end of the pay week (or if the week spans across two pay weeks, at the end of the first pay week).
- c) When an Employee is called out the Employee will be paid for the actual time worked at the appropriate overtime rate. Actual time worked commences when the Employee leaves home and ends when the Employee returns home. The Employee will be paid for a minimum four (4) hours work.
- d) An Employee recalled to work overtime after leaving the worksite shall be paid for a minimum of 4 hours at the appropriate overtime rate. This provision does not apply when the overtime is continuous with the completion of ordinary working time.

7.4. DISTANT WORK

7.4.1. An Employee, who is required to work on a project that is at such distance from their usual place of residence that it is unreasonable for the Employee to return to that place each day, and is not engaged as a local hire employee, will be entitled to reasonable board and accommodation, or in the alternative be paid a Distance allowance.

7.4.2. The Company shall have the sole discretion in determining whether it chooses to provide board and accommodation or, in the alternative, pays the Distance allowance in circumstances where the Employee cannot reasonably return to their usual place of residence at night.

7.4.3. In situations where only accommodation is provided to an Employee, the Company shall pay to the Employee a Distance allowance of \$70.00 per day for each day the Employee is required to work at a distant location, to cover the cost of meals and incidentals.

7.4.4. In situations where accommodation or meals have not been provided to an Employee required to work at a distant location, the Company shall pay the Employee a Distance allowance of \$130.00 per day worked, to cover all costs incurred.

7.4.5. An Employee in receipt of Distant Work Allowances is not eligible for the Meal Allowance provided for in clause 7.3.1.

7.4.6. Distant Workers who are offered or provided transport from and to accommodation will not be entitled to the Travel Allowance or Additional Travel Allowance.

7.5. PROJECT MOBILISATION AND DEMOBILISATION

- a) The duration of the journey will be agreed between the Company and Employee at the beginning of a project, and relates to the initial mobilisation and final demobilisation from site and does not apply to travel during rest and recreation breaks.
- b) An Employee required to mobilise or demobilise from a project that is such a distance from their usual place of residence, or Home Depot that they cannot reasonably return to their usual place of residence each day, shall be paid:
 - i. For the time reasonably spent in such travel to/from the project site, calculated at one (1) ordinary hour at the Ordinary Rate of Pay per 100km up to 7.6 ordinary hours; or
 - ii. If flown to a construction site before the commencement of work or on a day not rostered, the Employee will be paid up to 7.6 ordinary hours at the Ordinary Rate of Pay to mobilise from their usual place of residence to the project and the same upon demobilisation.
- c) An Employee required to mobilise or demobilise to a project that elects with the permission of the Company to use their own vehicle to mobilise to the project, shall be reimbursed up to 7.6 ordinary hours pay and the same upon demobilisation. Such arrangements must be made prior to commencing on the project.

7.6. HIGHER DUTIES

An employee engaged for more than four hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift.

7.7. SUPERANNUATION

Company funded superannuation will be made at the legislated level of the Superannuation Guarantee Charge of the appropriate rate of pay prescribed in this Agreement to a fund nominated by Employees that complies with the relevant Federal legislation. If Employees do not nominate a complying fund, and a stapled fund cannot be identified on the Employees behalf, Fulton Hogan superannuation contributions will be paid in to the Company's default fund, which is currently the Australian Super fund.

8. LEAVE

8.1. ANNUAL LEAVE

8.1.1. Permanent Employees are entitled to four (4) weeks' annual leave (pro rata for a part-time employee) for 12 months service in accordance with the following.

8.1.2. Employees' entitlement to annual leave accrues progressively.

8.1.3. Annual leave does not accrue during any period of unpaid leave or unauthorised absence.

8.1.4. A shift worker for the purpose of accruing an additional week's leave per year pursuant to the the NES is an employee who is regularly rostered to work a system of consecutive shifts throughout 24 hours of at least (6) consecutive days per week and are regularly rostered to work on all of those shifts.

8.1.5. Annual leave can be taken:

- a) By Employees requesting to take some or all of the annual leave which has been credited to Employees, subject to agreement by the Company. The Company will not unreasonably refuse a request to take annual leave credited to Employees, however agreement will be subject to the operational requirements of the workplace;

- b) The Company may direct Employees to take a portion of fully accrued annual leave by giving a minimum of two (2) weeks' notice at a time where the needs of the business reasonably require it.

8.1.6. Where the Company shuts down all or any part of the business Employees may be required to take accrued annual leave. If Employees do not have any annual leave accrued Employees will be required to take leave without pay.

8.1.7. Any untaken leave in one (1) year accumulates to the next year.

8.1.8. If an employee has accrued more than eight (8) weeks' leave, the Company may direct the employee to take any amount in excess of four weeks leave by giving not less than four (4) weeks' notice.

8.1.9. Cash-out Annual Leave

By written agreement with the Company, Employees may elect to cash out part of their accrued annual leave entitlement, provided that they will maintain a bank of four (4) weeks' accrued leave at any one time.

8.2. PERSONAL/ CARERS' LEAVE

8.2.1. Permanent Employees are entitled to ten (10) days' personal/carer's leave for 12 months service in accordance with the following.

8.2.2. Employees' entitlement to personal/carer's leave accrues weekly. Provided that personal/carer's leave does not accrue during any periods of unauthorised absence, unpaid leave, or workers compensation.

8.2.3. Paid personal/carer's leave is cumulative, provided that Employees are only entitled to take in accordance with this clause that leave which has been credited to Employees. Where Employees are entitled to paid personal/carer's leave, Employees will be paid 7.6 hrs. per day of leave taken at the rate of pay in Schedule 1.

8.2.4. The provisions of this clause with respect to payment do not apply if Employees are receiving worker's compensation.

8.2.5. Sick Leave

If Employees are unable to attend or remain at the Employee's place of employment during the ordinary hours of work, for reasons of personal ill health or injury Employees shall be entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from an Employee's accrued entitlement to personal/carer's leave.

8.2.6. To be entitled to sick leave Employees will advise the Company as soon as reasonably practical of Employees inability to attend work because of personal illness or injury. Whenever possible Employees should advise the Company prior to the commencement of Employees shift and indicate the reasons for, and expected duration of, the Employees absence.

8.2.7. For all absences an Employee will provide proof to satisfy a reasonable person. For the purpose of this Agreement reasonable proof is a doctor's certificate indicating that the Employee was unfit for work because of personal illness or injury and the reasons for the absence.

8.2.8. Carer's Leave

Carer's leave is paid or unpaid leave taken to provide care and support to a member of Immediate Family or household because of:

- a) Personal illness or injury of the member; or
- b) An unexpected emergency affecting the member.

8.2.9. Paid carer's leave is deducted from Employees accrued personal/carer's leave.

8.2.10. Employees (including casual Employees) are entitled to a period of up to two (2) days' unpaid carer's per occasion specified in sub-clause 8.2.8. The unpaid leave of up to two (2) days is to be taken as a single unbroken period or as two (2) single day absences unless otherwise agreed between an Employee and the Company. Permanent Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.

8.2.11. To be entitled to carer's leave (either paid or unpaid) Employees will advise the Company as soon as reasonably practical of an Employee's inability to attend work in order to provide care and support. Whenever possible Employees should advise the Company prior to the commencement of Employees shift and indicate the reasons for, and expected duration of, the Employee's absence.

8.2.12. For all absences, Employees will provide a doctor's certificate indicating that a member of Employees immediate family or household has, had or will have a personal illness or injury during a period of the leave and the reasons for the absence.

8.2.13. The Company may require Employees to provide proof to satisfy a reasonable person of the relationship between Employees and the person Employees are taking carer's leave to provide care and support to.

8.2.14. Casual Exclusion

Except for unpaid carer's leave, this clause does not apply to casual Employees. When taking unpaid carer's leave, casual Employees will comply with the notice and evidence requirements specified in sub-clauses 8.2.11 - 8.2.13.

8.3. PARENTAL LEAVE

Employees will be entitled to Parental Leave in accordance with the Fulton Hogan Parental Leave Procedure.

8.4. COMPASSIONATE LEAVE

8.4.1. Employees are entitled to two (2) days compassionate leave per occasion in accordance with the following:

- a) For spending time with a member of Employees Immediate Family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time during while the injury or illness persists;
- b) After the death of a member of Employees Immediate Family or household.

8.4.2. Unless otherwise agreed between Employees and the Company, compassionate leave can be taken as a single unbroken absence of two (2) days or two (2) separate periods of single days each.

8.4.3. In order to be entitled to compassionate leave Employees will provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require Employees to provide proof to satisfy a reasonable person of the relationship between Employees and the person Employees are taking compassionate leave for.

8.4.4. Employees will also advise the Company as soon as reasonably practical of Employees intention to take compassionate leave. Whenever possible Employees should advise the Company at least two (2) hours prior to the commencement of Employees shift and indicate the expected duration of Employees absence.

8.4.5. Where permanent Employees are entitled to compassionate leave, Employees will be paid 7.6 hrs per day of leave taken at the rate of pay specified in Appendix 1 of this Agreement.

8.4.6. Casual Employees shall not be entitled to paid leave under this clause.

8.5. JURY SERVICE

8.5.1. An Employee (other than a casual employee) required to attend for jury service will be reimbursed an amount equal to the difference between the amount paid for the Employee's attendance at jury service, and the amount the Employee would have received had they worked their ordinary hours during the time they attended jury service for the first ten (10) days of jury service.

8.5.2. An Employee will notify the Company in advance of their requirement to attend for jury service and provide proof of both their attendance and of the amount received for attending jury service.

8.6. COMMUNITY SERVICE LEAVE

8.6.1. Community service leave is leave which is available to Employees for responding to an emergency or natural disaster.

8.6.2. Community service leave is paid leave available to full-time, part-time and limited tenure employees as per the Fulton Hogan Leave Standard. Casual employees are not entitled to paid community service leave

8.6.3. The leave request must be for a voluntary management activity, and:

- a) The activity is classified as an emergency or natural disaster; and
- b) The Employee engages in the activity on a voluntary basis; and
- c) The Employee is a member of, or has a member like association with, a recognised emergency management body; and
- d) The Employee was requested to engage in the activity.

8.6.4. The leave request must be for participation with a recognised emergency management body, which is defined as :

- a) A body, or part of a body, that has a role or function under a plan that:
 - i. Is for coping with emergencies and/or disasters; and
 - ii. Is prepared by the Commonwealth, a State or a Territory; or
- b) A fire fighting, civil defence or rescue body, or part of such a body; or
- c) Any other body, or part of a body, a substantial purpose of which involves:
 - i. Securing the safety of persons or animals in an emergency or natural disaster; or
 - ii. Protecting property in an emergency or natural disaster; or
 - iii. Otherwise responding to an emergency or natural disaster; or
- d) A body, or part of a body, prescribed by the regulations.

8.6.5. Community service leave must be requested as soon as practicably possible after the emergency or natural disaster is declared and the Company may require confirmation from the emergency management body of attendance.

8.6.6. Where approved by the General Manager, Community service leave is paid at the base rate of pay or at the appropriate rate as specified in the Fulton Hogan Leave Standard.

8.7. FAMILY VIOLENCE LEAVE

8.7.1. An Employee experiencing domestic and/ or family violence will be referred to the Employee Assistance Program (EAP) and/ or other local resources by their supervisor/ manager or HR representative.

8.7.2. Personal leave is made available for use by victims of family violence, including if necessary access to accrued paid leave at short notice, sick leave and leave without pay. The Employee's manager or HR representative will assist the Employee to make an application for special leave to attend medical appointments, legal proceedings or other activities related to domestic violence in the event that all available leave entitlements have been exhausted.

8.7.3. Employee's experiencing family violence may request flexible working arrangements including changes to working times, job redesign or changes to duties, changes to their telephone number or email address to avoid harassing contact, or any other appropriate measure including those available under existing family friendly or flexible work arrangements. Such requests will not be unreasonably refused.

8.7.4. Family Violence leave shall be unpaid (5 days unpaid per year) and does not accumulate from year to year and is available to full-time, part-time and casual Employees.

8.7.5. An Employee may be required to produce suitable evidence such as documents issued by the Police, a Court, a Medical Practitioner, a Domestic Violence Support Service, a Lawyer or Counselling Professional or by Statutory Declaration. All personal information about domestic violence will not form part of the Employee records and will be kept confidential.

8.8. PUBLIC HOLIDAYS

8.8.1. Public holidays will be in accordance with the NES. Public holidays will be paid in accordance with the State the Employees are working in. I.E. Employees from South Australia working in Queensland will work and be paid in accordance with Queensland public holidays that fall when working at that location.

8.8.2. An Employee that works on a Public Holiday will be paid at time and a half for hours worked, in addition to payment for the public holiday.

8.8.3. Employees (other than casual employees) that do not work on public holidays will be paid for ordinary hours that they miss due to the public holiday.

8.8.4. By agreement between the Company and a majority of affected employee(s), an alternative day may be taken as a public holiday instead of any of days prescribed in the NES.

8.9. LONG SERVICE LEAVE

8.9.1. Employees are entitled to Long Service Leave in accordance with the applicable State or Territory legislation.

8.9.2. Where the Employer is required; or an Employee is entitled to participate in a Portable Long Service scheme, the employer will meet the legislative requirements of the applicable scheme.

9. OTHER MATTERS

9.1. REDUNDANCY

9.1.1. An employee, other than a casual Employee or limited tenure employee (including but not limited to apprentices), will be entitled to redundancy provisions in accordance with 9.1.2 of this Agreement. Any unpaid leave does not count as service for the purpose of this Agreement in accordance with Section 22 of the Fair Work Act.

9.1.2. Redundancy is where the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision of the Employer, leads to the termination of employment.

9.1.3. An employee terminated due to their position being made redundant will be entitled to redundancy pay in accordance with the National Employment Standards. The table below sets out the redundancy entitlements under the National Employment Standards:

PERIOD OF CONTINUOUS SERVICE	REDUNDANCY PAY
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

9.1.4. A redundancy entitlement shall not apply where employment is terminated as a consequence of conduct and/or performance.

9.1.5. A redundancy entitlement shall not apply where the Employer finds an Employee reasonable alternative employment either within the Employers operations or with another employer that is on a reasonably similar level of remuneration and benefits as the employee was on with the Company at the time of redundancy.

9.1.6. In addition to the redundancy entitlement, Employees are eligible for payment of any outstanding annual leave and long service leave (if required by the applicable legislation). There will be no payments of unused sick leave or any other leave.

9.1.7. Redundancy pay schemes: The Employer may offset an Employee's redundancy pay entitlement in whole or in part to a redundancy pay scheme; provided that where the employment of an Employee is terminated and the Employee receives a benefit from a redundancy pay scheme, the Employee will only receive the difference between the redundancy pay in this clause and the amount of the redundancy pay scheme benefit the Employee receives which is attributable to Employer contributions.

9.1.8. If the redundancy pay scheme benefit is greater than the amount payable under clause 9.1.3 then the Employee will receive no redundancy payment under clause 9.1.3; or if the Employee does not receive a benefit from a redundancy pay scheme, contributions made by an Employer on behalf of an Employee to the scheme will, to the extent of those contributions, be offset against the liability of the Employer under clause 9.1.3, and payments to the Employee will be made in accordance with the rules of the redundancy pay scheme fund or any agreement relating thereto. The Employees will be entitled to the fund benefit or this agreement's benefit whichever is greater, but not both.

9.2. TRANSFER TO LOWER PAID DUTIES

9.2.1. The Company may transfer an employee to lower paid duties as an alternative to redundancy. Where an employee is transferred to lower paid, the Employee must be given the same period of notice to which the Employee would have been entitled if the Employee's employment had been terminated.

9.2.2. The Company will endeavour to provide notice prior to the transfer to lower paid duties. However where this does not occur, the Company may elect to make payment in lieu of that notice of an amount equal to the difference between the former total wage and the new total wage for any period of notice not provided. Payment in lieu may be paid progressively through the remainder of the notice period.

9.3. TERMINATION

9.3.1. Except in the case of a casual or limited tenure Employee at the completion of the tenure, the contract of employment may be terminated at any time by either party providing notice in accordance with the table below.

EMPLOYEE'S PERIOD OF CONTINUOUS EMPLOYMENT WITH THE COMPANY AT THE END OF THE DAY THE NOTICE IS GIVEN	PERIOD
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

The period of notice is increased by one week if the Employee is over 45 years of age and has completed at least two (2) years' continuous service with the Company, provided that the Employee will not be required to provide additional notice because of age.

9.3.2. For casual Employees, employment may be terminated by either party giving one hour's notice.

9.3.3. In the case of the Company terminating the contract of employment, notice of the effective day of termination shall be provided in writing to the Employee.

9.3.4. The Company may either require the Employee to work out the notice period or may make payment in lieu of notice not provided. Payment shall be the total of all amounts that, if the employment had continued until the end of the minimum notice period, the Company would have become liable to pay.

9.3.5. Where the Employee fails to provide the required notice, the Company may deduct from any monies owing an amount equivalent to the notice not provided.

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

9.3.7. 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. Serious misconduct includes, but is not limited to:

- a) a fundamental or serious breach by an Employee of Company policies and practices as issued by the Company (or on the Company's behalf) from time to time;
- b) a fundamental or serious breach by an Employee of this Agreement;
- c) a failure by an Employee to perform or conduct themselves to a satisfactory standard on a consistent basis;
- d) failure by an Employee to perform to a satisfactory standard at any time during the Employee's probationary and qualifying period;

- e) if the Employee is persistently absent from work without proper notification or cause;
- f) conduct by an Employee which at common law would justify summary dismissal

9.3.8. On the termination of employment, the Employee shall return all Company property prior to receiving any final payments. For example, 'property' includes but is not limited to keys, uniforms, phones, computers and equipment.

9.3.9. Limited Tenure Employee

If Employees are employed as a limited tenure employee (as stated in their letter of appointment), the employment shall automatically cease upon the expiration of the term specified or season, or otherwise in accordance with the terms in the letter of appointment and no notice is required.

9.4. INDIVIDUAL FLEXIBILITY

9.4.1. Notwithstanding any other provisions of this agreement, an Employee and the Company may agree to vary the effect of this Agreement to meet the genuine individual needs of the Employee and the Company.

9.4.2. The terms that an Employee and the Company may agree to vary the effect of are those concerning:

- a) Hours of work;
- b) Overtime rates;
- c) Penalty rates and shift loadings;
- d) Allowances; and
- e) Leave loading.

9.4.3. Any arrangement for individual flexibility under this clause will be genuinely agreed to by the Employee and the Company. The arrangement will be in writing and signed by the Company and the Employee (including the Employee's parent or guardian where he/she is under 18 years of age). A copy of the agreement will be given to the Employee within 14 days of it being agreed to.

9.4.4. The Company will 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.

9.4.5. The individual flexibility arrangement may be terminated:

- a) By the Employee or the Company giving 28 days' notice of termination, in writing, to the other party;
- b) At any time, by written agreement between the Employee and the Company;

9.5. TOOL REQUIREMENTS

9.5.1. The Employer will provide all tools and equipment necessary for Employees to perform their duties.

9.5.2. Tools or equipment must not be removed from the workplace except as required in the ordinary course of duties or with permission of the Company.

9.5.3. Tools and equipment provided to Employees remain the property of the Company and must be returned upon termination of employment prior to receiving final payment of wages and accrued entitlements.

9.6. CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

9.6.1. The company will provide Employees, on commencement or as otherwise specified within this clause, with the following clothing and personal protective equipment;

- 9.6.1.1 Safety Helmet
- 9.6.1.2 Protective eye wear
- 9.6.1.3 Safety gloves
- 9.6.1.4 Safety footwear
- 9.6.1.5 Two (2) pairs of trousers
- 9.6.1.6 Four (4) high visibility long sleeve shirts

9.6.2. At the Company’s discretion these items will be replaced on a fair wear and tear basis.

SCHEDULE 1- CLASSIFICATION & ORDINARY HOURLY RATES OF PAY

The Company will engage employees in one of the classifications below. Employees will be classified according to the duties that form the major and substantial part of their job and also in relation to whether they are expected to be working predominately on fixed telecommunications infrastructure or mobile telecommunications infrastructure. The range of duties, skills and equipment is not meant to be complete. New duties, skills, positions and types of equipment can be classified and paid in this structure according to how they compare to those already listed. This allocation will be at the Company’s discretion. Except as provided in clause 7.6, movement from one classification or stream to another must be done in writing. At the commencement of this Agreement, all employees are classified as Fixed Communication Workers unless otherwise advised in writing.

Fixed Communication Worker - Permanent						
Classification	Commencement	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026
Communication Worker 1	\$26.58	\$27.38	\$28.06	\$28.77	\$29.48	\$30.22
Communication Worker 2	\$28.03	\$28.87	\$29.59	\$30.33	\$31.09	\$31.87
Communication Worker 3	\$30.96	\$31.89	\$32.69	\$33.51	\$34.35	\$35.20
Communication Worker 4	\$32.04	\$33.00	\$33.83	\$34.67	\$35.54	\$36.43
Communication Worker 5	\$33.13	\$34.13	\$34.98	\$35.86	\$36.75	\$37.67
Communication Worker 6	\$35.18	\$36.23	\$37.14	\$38.06	\$39.02	\$39.99
Communication Worker 7	\$36.26	\$37.35	\$38.28	\$39.24	\$40.22	\$41.23
Communication Worker 8	\$38.42	\$39.57	\$40.56	\$41.58	\$42.62	\$43.68



Communication Worker 9	\$40.20	\$41.41	\$42.44	\$43.50	\$44.59	\$45.70
Communication Worker 10	\$42.21	\$43.48	\$44.56	\$45.68	\$46.82	\$47.99

Fixed Communication Worker - Casual						
Classification	Commencement	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026
Communication Worker 1	\$33.23	\$34.22	\$35.08	\$35.96	\$36.86	\$37.78
Communication Worker 2	\$35.04	\$36.09	\$36.99	\$37.91	\$38.86	\$39.83
Communication Worker 3	\$38.71	\$39.87	\$40.86	\$41.88	\$42.93	\$44.00
Communication Worker 4	\$40.05	\$41.25	\$42.28	\$43.34	\$44.42	\$45.53
Communication Worker 5	\$41.42	\$42.66	\$43.73	\$44.82	\$45.94	\$47.09
Communication Worker 6	\$43.97	\$45.29	\$46.42	\$47.58	\$48.77	\$49.99
Communication Worker 7	\$45.33	\$46.69	\$47.85	\$49.05	\$50.27	\$51.53
Communication Worker 8	\$48.03	\$49.47	\$50.70	\$51.97	\$53.27	\$54.60
Communication Worker 9	\$50.25	\$51.76	\$53.05	\$54.38	\$55.74	\$57.13
Communication Worker 10	\$52.76	\$54.35	\$55.70	\$57.10	\$58.52	\$59.99

Wireless Communication Worker - Permanent						
Classification	Commencement	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026
Wireless Rigger 1	\$32.00	\$32.00	\$32.80	\$33.62	\$34.46	\$35.32
Wireless Rigger 2	\$37.00	\$37.00	\$37.93	\$38.87	\$39.84	\$40.84
Wireless Rigger 3	\$39.00	\$39.00	\$39.98	\$40.97	\$42.00	\$43.05
Wireless Rigger 4	\$42.00	\$42.00	\$43.05	\$44.13	\$45.23	\$46.36
Wireless Technician 1	\$35.00	\$35.00	\$35.88	\$36.77	\$37.69	\$38.63
Wireless Technician 2	\$39.00	\$39.00	\$39.98	\$40.97	\$42.00	\$43.05
Wireless Technician 3	\$43.00	\$43.00	\$44.08	\$45.18	\$46.31	\$47.46
Wireless Technician 4	\$45.00	\$45.00	\$46.13	\$47.28	\$48.46	\$49.67

Wireless Communication Worker - Casual						
Classification	Commencement	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026
Wireless Rigger 1	\$40.00	\$40.00	\$41.00	\$42.03	\$43.08	\$44.15
Wireless Rigger 2	\$46.25	\$46.25	\$47.41	\$48.59	\$49.81	\$51.05

Wireless Rigger 3	\$48.75	\$48.75	\$49.97	\$51.22	\$52.50	\$53.81
Wireless Rigger 4	\$52.50	\$52.50	\$53.81	\$55.16	\$56.54	\$57.95
Wireless Technician 1	\$43.75	\$43.75	\$44.84	\$45.96	\$47.11	\$48.29
Wireless Technician 2	\$48.75	\$48.75	\$49.97	\$51.22	\$52.50	\$53.81
Wireless Technician 3	\$53.75	\$53.75	\$55.09	\$56.47	\$57.88	\$59.33
Wireless Technician 4	\$56.25	\$56.25	\$57.66	\$59.10	\$60.58	\$62.09

CLASSIFICATION	DUTIES
CW 1	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such with less than 12 months relevant experience.
CW 2	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson. • Without limiting the scope of the work, an Employee may perform the following tasks to the level of the employee’s training: <ul style="list-style-type: none"> ○ Skilled Labourer ○ Competent in the operation of basic hand tools and powered hand tools ○ Cut to specified lengths—ducting, unistrut, conduit and other cable and support systems ○ Paint cable trays, ducts and conduits ○ Chase walls as marked by a tradesperson ○ Prepare trenches for telecommunications equipment such as cabling and conduits ○ General Cleaning Duties ○ Unskilled tasks as directed
CW 3	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 3 is an Employee who works under direction and may be required to perform the work of a Communication worker grade 2. • Without limiting the scope of the work, the Employee may perform the work described below to the level of the Employee’s training; or alternatively the Employee works under the supervision of a tradesperson or electronics serviceperson provided that this person must not undertake tasks requiring the skills of a tradesperson: <ul style="list-style-type: none"> ○ Store work ○ Inspect and test fire alarm or security alarm equipment ○ Install radio, communications and related equipment including antenna ○ Install data and telecommunication cabling ○ Perform basic cable jointing ○ Accredited Traffic Controller ○ Cable Hauler ○ Pit and Pipe Installer ○ Concreting ○ Elevated Work Platform licence with relevant accreditation ○ Asphalt Reinstatement ○ Scoper
CW 4	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 4 is an Employee who has worked for at least 12 months in the industry and holds the equivalent experience and without limiting the scope of the work and to the level of the Employee’s training, provided that this person must not undertake tasks requiring the skills of a tradesperson, is accredited to: <ul style="list-style-type: none"> ○ Install radio, communications and related equipment including antenna; ○ Install fire alarm or security alarm equipment;

	<ul style="list-style-type: none"> ○ Installs, terminates and tests data and communication cabling; ○ Inspect and tests communications equipment involving a range of responsibility beyond that of a Communications worker grade 3 and works without assistance and supervision. <p>Or;</p> <ul style="list-style-type: none"> ● Is employed to operate the following plant with at least 12 months infield experience with Fulton Hogan and is deemed competent by a relevant Supervisor: <ul style="list-style-type: none"> ○ Truck (MR, HR & HC Licence) ○ Vac Truck/ Trailer Driver and Operator ○ Excavator Operator ○ Forklift ○ Dump Truck ○ Dozer ○ Roller ○ Skidsteer ○ Front End Loader ○ Grader <p>Or;</p> <ul style="list-style-type: none"> ● Is a CW3 employee who has worked on this classification for 12 months or more with Fulton Hogan
<p>CW 5</p>	<ul style="list-style-type: none"> ● A Fixed Communications Worker grade 5 is an Employee who has worked for at least 3 years in the industry and holds the equivalent experience and without limiting the scope of the work and to the level of the Employee's training, provided that this person must not undertake tasks requiring the skills of a tradesperson, is accredited to: <ul style="list-style-type: none"> ○ Install radio, communications and related equipment including antenna; ○ Install fire alarm or security alarm equipment; ○ Installs, terminates and tests data and communication cabling; ○ Inspect and tests communications equipment involving a range of responsibility beyond that of a Communications worker grade 4 and works without assistance and supervision. ○ Concrete Finisher ○ Form Worker <p>Or;</p> <ul style="list-style-type: none"> ● Has a minimum of 6 months in field experience in one of the following technologies and is assessed as competent by both the client and the relevant Supervisor; <ul style="list-style-type: none"> ○ Copper ○ Fibre ○ HFC <p>Or;</p> <ul style="list-style-type: none"> ● Is employed as a Multi Skilled Operator (consistently operates 2 or more of the plant/ equipment listed under CW4, one of which must be an excavator) <p>Or;</p> <ul style="list-style-type: none"> ● Is a CW4 employee who has worked on this classification for 3 or more years with Fulton Hogan.
<p>CW 6</p>	<ul style="list-style-type: none"> ● A Fixed Communications Worker grade 6 is employed to use the skills acquired through a trade certificate or tradesperson's rights certificate, in an electrical or relevant trade; or holds an AQF electrical or relevant Certificate Level 3 in one of the following and has at least 12 months infield experience in relevant technology: <ul style="list-style-type: none"> ○ Systems Electrician ○ Assembly and Servicing ○ Building Services ○ Telecommunications ○ Data Communications ○ Scanning ○ Advanced Cable Jointing

	<ul style="list-style-type: none"> ○ Electrotechnology; or <p>Or;</p> <ul style="list-style-type: none"> • Has a minimum of 2 years in field experience in one of the following technologies and is assessed as competent by both the client and the relevant Supervisor; <ul style="list-style-type: none"> ○ Copper ○ Fibre ○ HFC <p>Or;</p> <ul style="list-style-type: none"> • Is employed as an Expert Operator as assessed by relevant supervisor (consistently operates 3 or more of the plant/ equipment listed under CW4, one of which must be an excavator greater than 25t) <p>Or;</p> <ul style="list-style-type: none"> • Is employed as a Service Locator (Accredited in Dial before you Dig and/or Telstra) with a minimum of 12 months infield experience, deemed competent and able to work unsupervised. <p>Or;</p> <ul style="list-style-type: none"> • Is a CW5 employee who has worked on this classification for 3 or more years with Fulton Hogan.
<p>CW 7</p>	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 7 is employed to use the skills acquired through a trade certificate or tradesperson's rights certificate, in an electrical or relevant trade; or holds an AQF electrical or relevant Certificate Level 3 in one of the following and has at least 2 years infield experience in relevant technology with Fulton Hogan or other Employer and assessed as competent by relevant supervisor: <ul style="list-style-type: none"> ○ Systems Electrician ○ Assembly and Servicing ○ Building Services ○ Telecommunications ○ Data Communications ○ Scanning ○ Advanced Cable Jointing ○ Electrotechnology; <p>Or;</p> <ul style="list-style-type: none"> • Has a minimum of 4 years in field experience in one of the following technologies and is assessed as competent by both the client and the relevant Supervisor; <ul style="list-style-type: none"> ○ Copper ○ Fibre ○ HFC <p>Or;</p> <ul style="list-style-type: none"> • Is employed as a Service Locator (Accredited in Dial before you Dig and/or Telstra) with a minimum of 4 years infield experience, deemed competent and able to work unsupervised <p>Or;</p> <ul style="list-style-type: none"> • Is a CW6 employee who has worked on this classification for 3 or more years with Fulton Hogan.
<p>CW 8</p>	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 8 is employed to use the skills acquired through a trade certificate or tradesperson's rights certificate, in an electrical or relevant trade; or holds an AQF electrical or relevant Certificate Level 3 in one of the following and has at least 4 years infield experience in relevant technology with Fulton Hogan or other Employer and assessed as competent by relevant supervisor: <ul style="list-style-type: none"> ○ Systems electrician ○ assembly and servicing ○ building services ○ telecommunications ○ data communications ○ scanning ○ advanced cable jointing ○ Electrotechnology;

	<p>Or;</p> <ul style="list-style-type: none"> • Has a minimum of 6 years in field experience in one of the following technologies and is assessed as competent by both the client and the relevant Supervisor; <ul style="list-style-type: none"> ○ Copper ○ Fibre ○ HFC; <p>Or;</p> <ul style="list-style-type: none"> • Is employed as a Service Locator (Accredited in Dial before you Dig and/or Telstra) with a minimum of 6 years infield experience, deemed competent and able to work unsupervised <p>Or;</p> <ul style="list-style-type: none"> • Is a CW7 employee who has worked on this classification for 3 or more years with Fulton Hogan
<p>CW9</p>	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 9 is employed to use the skills acquired through a trade certificate or tradesperson’s rights certificate, in an electrical or relevant trade; or holds an AQF electrical or relevant Certificate Level 3 in one of the following and has at least 6 years infield experience in relevant technology with Fulton Hogan or other Employer and assessed as competent by relevant supervisor:: <ul style="list-style-type: none"> ○ Systems electrician ○ assembly and servicing ○ building services ○ telecommunications ○ data communications ○ scanning ○ advanced cable jointing ○ Electrotechnology; <p>Or;</p> <ul style="list-style-type: none"> • Has a minimum of 8 years in field experience in one of the following technologies and is assessed as competent by both the client and the relevant Supervisor; <ul style="list-style-type: none"> ○ Copper ○ Fibre ○ HFC <p>Or;</p> <ul style="list-style-type: none"> • Is employed as a Service Locator (Accredited in Dial before you Dig and/or Telstra) with a minimum of 8 years infield experience, deemed competent and able to work unsupervised. <p>Or;</p> <ul style="list-style-type: none"> • Is a CW8 employee who has worked on this classification for 3 or more years with Fulton Hogan.
<p>CW10</p>	<ul style="list-style-type: none"> • A Fixed Communications Worker grade 10 is employed to use the skills acquired through a trade certificate or tradesperson’s rights certificate, in an electrical or relevant trade; or holds an AQF electrical or relevant Certificate Level 3 in one of the following and has at least 8 years infield experience in relevant technology with Fulton Hogan or other Employer and assessed as competent by relevant supervisor: <ul style="list-style-type: none"> ○ Systems electrician ○ assembly and servicing ○ building services ○ telecommunications ○ data communications ○ scanning ○ advanced cable jointing ○ Electrotechnology; <p>Or;</p>

	<ul style="list-style-type: none"> • Has a minimum of 10 years in field experience in one of the following technologies and is assessed as competent by both the client and the relevant Supervisor; <ul style="list-style-type: none"> ○ Copper ○ Fibre ○ HFC <p>Or;</p> <ul style="list-style-type: none"> • Is employed as a Service Locator (Accredited in Dial before you Dig and/or Telstra) with a minimum of 10 years infield experience, deemed competent and able to work unsupervised. <p>Or;</p> <ul style="list-style-type: none"> • Is a CW9 employee who has worked on this classification for 3 or more years with Fulton Hogan
WR1	<p>A Wireless Rigger grade 1 is a labourer who is employed as such and holds the following qualifications;</p> <ul style="list-style-type: none"> • Working Safely at Heights • Dogman Ticket
WR2	<p>A Wireless Rigger grade 2 is a Rigger who is employed as such and holds a minimum of a Basic Rigger qualification</p>
WR3	<p>A Wireless Rigger grade 3 is an experienced Rigger who is employed as such and is capable and required to regularly coordinate work sites autonomously with limited supervision. The employee will provide guidance and training to employees at lower levels and is capable of performing higher duties as required. The employee will hold a minimum of the following qualifications;</p> <ul style="list-style-type: none"> • Basic Rigging (RB) • Dogman (DG)
WR4	<p>A Wireless Rigger grade 4 is an experienced Rigger who is employed as such and is permanently in charge of a 2 or more rigging crews and responsible for the coordination of work sites. Employee provides guidance and training to employees at lower levels. The employee will hold a minimum of the following qualifications;</p> <ul style="list-style-type: none"> • Advanced Rigging (RA) • Dogman (DG)
WT1	<p>A Wireless Technician 1 is an employee who undertakes wireless installations with supervision and minimal instruction and is employed as such.</p>
WT2	<p>A Wireless Technician 2 is an experienced qualified employee who undertakes installations autonomously under limited supervision and is employed as such. Employee provides guidance and training to employees at lower levels.</p>
WT3	<p>A Wireless Technician 3 is a qualified Senior Wireless Technician who undertakes complex wireless installations autonomously and provides expert guidance and training to employees at lower levels. The employee is capable and required to coordinate work sites autonomously with limited supervision. The employee is capable and required to perform higher duties as required.</p>
WT4	<p>A Wireless Technician 4 (Senior Tech Specialist) is an employee who is an expert in their field as a Rigger, Technician, or both (Trigger). Employees at this level will be required to lead large teams on complex sites. The employee will provide expert level design and specialist technical advice. Classification at this level will occur at the Company's discretion.</p>
Leading Hand	<p>Leading Hand allowance will be paid to an employee specifically appointed by the Program Manager. A Leading Hand appointment will be based on the following criteria:</p> <ul style="list-style-type: none"> • Displays highly effective leadership and mentoring skills • Ability to manage medium sized projects with minimal supervision • Highly effective planning and scheduling skills • Drives high standards of Safety, Environment and Quality

	<ul style="list-style-type: none"> • Highly productive • Confidently and competently manage multiple employees within their team • Monitor the use of materials and care of equipment and plant to minimise waste and damage.
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APPRENTICES				
	Year 1	Year 2	Year 3	Year 4
Apprentice	75%	80%	85%	90%
Adult Apprentice	80%	85%	90%	95%

TRAINEES			
	Year 1	Year 2	Year 3
Trainee	75%	80%	85%
Adult Trainee	80%	85%	90%

SCHEDULE 2 – ALLOWANCES

TABLE OF ALLOWANCES

ALLOWANCES	AMOUNT	CLAUSE
Meal Allowances	\$17 per occurrence	7.3.1
Travel and Fare Allowances	\$25 per day	7.3.2
Travel in excess of 100 km	\$0.72 per km travelled > 100 km	7.3.3
Leading Hand Allowance	\$3.00 per hour	7.3.4
On-Call	\$145/ per week	7.3.5
Distant Allowance (where accommodation only is provided by the Company)	\$70 per day	7.4.3
Distant Allowance (where no accommodation is provided by the Company)	\$130 per day	7.4.4

SIGNATORIES TO THE AGREEMENT

SIGNED FOR AND BEHALF OF

Fulton Hogan Pty Ltd

ABN: 46 010 240 758

Name: Seamus Kerr

Position: Regional Manager

Authority to sign: *Seamus Kerr*

Address: 163 Abernethy Road, Belmont, WA 6986

Dated: 4/08/2022

in the presence of

Witness: *Leah Christie*

Name: Leah Christie

Address: 163 Abernethy Road, Belmont, WA 6986

Dated: 4/08/2022

SIGNED FOR AND BEHALF OF

The Employees

Name: Greg Rayner

Position: CEPU Communications Division, Divisional Secretary

Authority to sign: *Greg Rayner*

Address: Level 9, 365 Queen St, Melbourne, 3000

Dated: 4 August 2022

in the presence of

Witness: *Dahlia Khatab*

Name: Dahlia Khatab

Address: Level 9, 365 Queen St, Melbourne, 3000

Dated: 4 August 2022

23 August 2022

Deputy President Masson
Fair Work Commission
Level 4, 11 exhibition Street
Melbourne VIC 3001

Dear Deputy President,

AG2022/3279 - Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022

Undertaking – Section 190 of the Fair Work Act 2009

I, Stacy Brittain, HR Advisor for Fulton Hogan Australia (Management) Pty Ltd (the Company) give the following undertakings with respect to the *Fulton Hogan Utilities Communications Western Australia Enterprise Agreement 2022* (the Agreement):

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.
2. Employees who would otherwise be covered by the *Electrical, Electronic and Communications Contracting Award 2020 (Electrical Award)* will be entitled to the additional week of annual leave if they either meet the definition set out in clause 8.1.4 of the Agreement or clause 21.1(b) of the Electrical Award, whichever is the more favourable to the employee.
3. If an employee works an afternoon or night shift that does not continue for at least 5 consecutive afternoon or night shifts, the employee will be entitled to a loading of 50%, instead of the loadings in clauses 6.2.4 and 6.2.5 of the Agreement.
4. In addition to undertaking (3), if a Communication Worker Level 1 or 2 works three (3) or four (4) afternoon or night shifts in a week, the Company will perform a BOOT calculation (as defined).
5. In this undertaking:
 - a. “BOOT Calculation” means that where required, the Company will ensure that the employee’s total gross earnings for the Period is more than what the employee would have been entitled to under the relevant Award. If an employee’s total gross earnings for that period is not more than an employee’s entitlement under the Award, the Company will adjust the employee’s total gross earnings for that period to equal the total gross earnings that would otherwise be payable to the affected employee under the Award, plus \$1.00 and this will be paid in the next pay period following the end of the Period.
 - b. “Period” means the week in which the shift work is performed in.

Yours sincerely,



Stacy Brittain

HR Advisor