

OFFICIAL



Office of Major Transport
Infrastructure Delivery



**WESTERN
AUSTRALIAN
BEST PRACTICE
INDUSTRY
CONDITIONS**

MAIN ROADS WESTERN AUSTRALIA

April 2024

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Application

The terms of this Document apply to Employers and Employees in relation to work performed on the Project.

1. Consultation

Statement of Intent

The Employer recognises the need for effective communication to improve its business/operational performance and working environment on the Project.

Conditions

1.1 This term applies if the Employer:

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

Major change

1.2 For a major change referred to in clause 1.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 1.3 to 1.9 apply.

1.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

1.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

1.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

- 1.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 1.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 1.8 If a term of the Industrial Instrument provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 1.2(a) and 1.3 and 1.5 are taken not to apply.
- 1.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 1.10 For a change referred to in clause 1.1(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clauses 1.11 to 1.15 apply.
- 1.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- 1.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 1.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 1.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 1.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 1.16 In this clause relevant Employees means the Employees who may be affected by a change referred to in clause 1.1.

2. Dispute Settlement Procedure

Statement of Intent

The Employer will have documented processes to follow in the event of a dispute in relation to a matter arising under the Industrial Instrument or the NES.

The Employer recognises that Employees have the right to have representation and/ or act as a representative without repercussions during such dispute.

Conditions

- 2.1 If a dispute relates to:
- (a) any questions, difficulties or disputes arising in the course of the employment of Employees; or

(b) the NES (including sections 65(5) and 76(4) of the FW Act),

this term sets out procedures to settle the dispute.

2.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

2.3 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 relevant supervisors and/or management.

2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

2.5 Subject to clause 2.6, the FWC may deal with the dispute in two stages:

(a) the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:

(i) arbitrate the dispute ; and

(ii) make a determination that is binding on the parties.

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

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

2.7 Clause 2.5(b) only applies where an Industrial Instrument or the FW Act provides for the FWC to exercise such powers as are referred to in the clause. If the Industrial Instrument or FW Act does not permit the FWC to exercise such powers, the powers of the FWC will be those set out in the Industrial Instrument.

2.8 While the parties are trying to resolve the dispute using the procedures in this term:

(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 Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe;

(ii) applicable work health and safety legislation would not permit the work to be performed;

(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.

2.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

3. Union Delegates, Facilities and Training

Statement of Intent

The Employer recognises the rights of Unions to organise and represent their members. Union Delegates have a legitimate role and function in assisting Unions in the tasks of recruitment, organising, communication and representing members' interests in the workplace.

Conditions

- 3.1 The Employer recognises the role that Union Delegates have in seeking to maintain industrial harmony on the Project. Further, the Employer recognises that Union Delegates may be a first point of contact for an Employee who has an employment related grievance, query or concern.
- 3.2 A Union Delegate will, upon notification from the Union to the Employer, be recognised as a representative of Employees. If an Employee seeks representation by a Union Delegate, the Employer will allow a Union Delegate the necessary time during working hours to submit to the Employer employment related matters affecting the Employee/s they represent.
- 3.3 At all other times a Union Delegate will perform productive work within their range of qualifications and competence.
- 3.4 The Employer shall provide an agreed facility for the use of a Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities ensure that a Union Delegate is able to effectively perform their functions in a professional and timely manner. The facilities include:
 - (a) a telephone and computer;
 - (b) a table and chairs;
 - (c) a filing cabinet;
 - (d) air-conditioning/heating;
 - (e) access to stationery and other administrative facilities, including the use of printing, photocopying, internet and email facilities following consultation between a Union Delegate and the Employer; and
 - (f) a private lockable area.
- 3.5 Union Delegates are entitled to the protections of Division 4 of Part 3-1 of the FW Act in relation to their involvement in lawful industrial activities. Where an Employee

has been elected as a Union Delegate, and the Union has notified the Employer of this, the Employer will recognise a Union Delegate has the right to:

- (a) be treated fairly and to perform their role as a Union Delegate without any discrimination in their employment;
- (b) where requested by a member of the Union, represent the Employee in relation to a grievance, dispute or a discussion with the Employer;
- (c) be paid to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- (d) be paid to assist and represent Employees who have requested that a Union Delegate represent them in respect of a dispute arising in their workplace;
- (e) be paid to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals and/or courts; and
- (f) reasonable paid time during normal working hours to consult and confer with Employees, Union members and officials.

3.6 Industrial Relations Training

- (a) A Union Delegate recognised under this clause will be entitled to:
 - (i) up to 5 days of paid leave in their first year as a Union Delegate; and
 - (ii) up to 5 days of paid leave for each following year that they are a Union Delegate; to undertake training that will assist them in their role.
- (b) The time of taking such leave will be agreed between a Union Delegate, Union and the Employer to minimise any adverse effect on the Employer's operations. The Employer will not unreasonably withhold its agreement under this clause 3.6.

4. Employment security

Statement of Intent

The Employer acknowledges that job security is a priority for Main Roads. The Employer will use its best endeavours to create jobs on the Project. This includes the creation of new jobs and the ongoing security of existing jobs.

Conditions

- 4.1 The Employer recognises that in certain circumstances the use of Other Contractors may affect the job security of Employees on the Project.
- 4.2 Use of Other Contractors
 - (a) Where the Employer has made a definite decision to engage Other Contractors to supply labour to perform work on the Project, the Employer shall consult with the Employees and Unions, in accordance with this clause.

- (b) Consultation will commence before any contracts are let and at least 28 days before the commencement of the work by Other Contractors.
- (c) For the purpose of consultation, the Employer must inform the Employees and Union of:
 - (i) the name of the proposed Other Contractors;
 - (ii) the type of work it is proposed that the Other Contractors will perform;
 - (iii) the number of persons and qualifications of those persons the proposed Other Contractors may engage to perform the work; and
 - (iv) the likely duration of the works to be performed by the Other Contractors.
- (d) The Employer will consult with Employees and Unions over the following issues in relation to Other Contractors:
 - (i) safety issues including identifying hazards, assessing risks and deciding on measures to eliminate or minimise those risks on the Project; and
 - (ii) inductions and facilities.

4.3 For the purposes of clause 4.2, where the Employer's works on the Project have not commenced, the Employer is only required to consult with the relevant Union.

5. Redundancy

Statement of Intent

The Employer acknowledges that the civil construction industry can result in short term employment due to the project nature of the work. As such, the Employer has frameworks to adequately compensate Employees in the case of the redundancy of their role on the Project.

Conditions

- 5.1 No Employee's role shall be made redundant whilst a Labour Hire Worker is performing work that is, or has been, performed by Employees on the Project for the Employer.
- 5.2 If the Employer engages a Labour Hire Worker within three months from when it has terminated an Employee's employment for redundancy and the work to be performed by a Labour Hire Worker is scheduled to be performed for more than 4 weeks, then the Employer shall offer the work to the Employees whose employment was terminated for redundancy.
- 5.3 The Employer shall pay contributions to a Nominated Redundancy Fund on behalf of each Employee who is covered by clause 41.3 of the Award for each completed week of service in accordance with the table below:

From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026
\$75.76 per week	\$79.55 per week	\$83.52 per week	\$87.70 per week

- 5.4 The provisions of Subdivision B – Redundancy Pay of Division 11 of the NES do not apply to Employees who are covered by clause 41.3 of the Award.
- 5.5 Compliance with this clause is not intended to be in addition to any Award entitlement.
- 5.6 The Nominated Redundancy Fund will be ReddiFund Ltd, unless an Employee nominates another fund in writing to the Employer and it is an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Assessment Act 1986* (Cth).
- 5.7 Any period of service as a Casual Employee shall not entitle the Employee to have any redundancy contributions made on their behalf under clause 5.3.
- 5.8 Subject to clause 5.9, a completed week of service means any week where the Employee performs work for all rostered hours in that week.
- 5.9 For the purpose of this clause, a completed week of service shall include time not worked due to annual leave, paid personal leave (including sick leave and carer’s leave), paid compassionate leave, paid jury service, public holidays, rostered days off (**RDOs**) and workers compensation up to a maximum of 2 weeks.
- 5.10 In addition to the redundancy contributions prescribed in clause 5.3, the Employer will also pay an amount of \$10.00 (plus GST) per week per Employee to ReddiFund Ltd for the provision of mutual benefits fund benefits for Employees.
- 5.11 For the purposes of this clause, mutual benefits fund benefits means indemnity cover including, but not limited to, journey to and from work, funeral expenses cover, ambulance cover and leisure travel insurance.
- 5.12 For Employees who are not covered by clause 41.3 of the Award, redundancy pay will be paid in accordance with the NES or any other applicable redundancy arrangement.
- 5.13 Apprentices will be paid a percentage of the redundancy contributions in clause 5.3 as follows:

3 year apprenticeship	Contribution
Adult Apprentice	100% of the full rate
1 st year	55% of the full rate
2 nd year	75% of the full rate
3 rd year	90% of the full rate

6. Apprentices and Trainees

Statement of Intent

The Employer acknowledges the importance of traineeships and apprenticeships for the future of our industry. The Employer commits to achieve the traineeship & apprenticeship targets established for the Project and provide suitable training and support to the trainees and apprentices.

Conditions

6.1 Engagement of apprentices

- (a) Time spent by an apprentice, in attending training and assessments specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purpose of calculating the apprentice's wage and determining leave entitlements.
- (b) All fees charged by a Registered Training Organisation (**RTO**) and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Employer within 6 months of commencement of the apprenticeship or a stage of the apprenticeship, or within 3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (c) The Employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

6.2 Apprentice Wages

- (a) Actual Rates of Pay for apprentices are set out in Appendix A – Wages Schedule of this Document.
- (b) An adult apprentice (over 21 years of age) will not be paid a wage less than the wages payable to an Employee classified as a CW1(d) in Appendix A - Wages Schedule of this Document.

7. Allowances

Statement of Intent

The Employer acknowledges that all allowances under the relevant Industrial Instrument will be paid to all Employees. The Employer recognises that where the prescribed project-based allowances are greater than those contained within the applicable Industrial Instrument, the higher rates are to be paid.

Conditions

Fares and Travelling

- 7.1 A daily fares and travel allowance will be paid to Employees for each day worked as follows:

From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026
\$22.28	\$23.40	\$24.56	\$25.79

7.2 Apprentices will be paid 100% of the allowances in clause 7.1.

7.3 Each time an Employee is recalled after leaving the worksite to resume work on overtime or a call out, they will receive an additional amount equivalent to the daily fares and travel allowance (even if they have already received the daily fares and travel allowance for that day).

Site Allowance

7.4 A flat hourly site allowance will be paid to Employees as follows:

From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026
\$4.20	\$4.41	\$4.63	\$4.86

7.5 The site allowance is only payable for the hours an Employee actually works. It is not payable during periods of annual leave, personal leave, public holidays not worked, community service and jury service leave and long service leave.

8. Insurances

Statement of Intent

The Employer acknowledges that providing income protection and workers compensation top up payments is essential to be a competitive employer of labour.

Conditions

8.1 The Employer will pay \$25.00 per week per and will seek to provide the following, subject to premium cost:

- (a) Accident and Sickness Income Protection;
- (b) Workers Compensation Top-Pay; and
- (c) Trauma Insurance.

8.2 The 24 hour accident and sickness income protection fund will provide:

- (a) 24 hour cover;
- (b) weekly benefits of 85% of the Employees' ordinary wages to a maximum of \$1,500.00 per week;
- (c) superannuation contributions up to a maximum of \$190.00 per week;
- (d) a 21 day waiting period (28 days for sporting injury claims);

- (e) a benefit period of 104 weeks maintained for persons up to the age of 70 years; and
- (f) payment during the incapacity of the Employee arising from any one injury or illness of a total of 104 weeks from the date of the injury or illness whether the incapacity is in one continuous period or not.

8.3 The workers compensation top-up payment fund will provide:

- (a) weekly top-up pay – For the avoidance of doubt, this insurance is paid when the Employee is on rehabilitation or has returned to work on light duties or is otherwise not working to the Employee’s pre-accident capacity; and
- (b) payment to the Employee, during the incapacity of the Employee arising from any one injury or illness, for a total of 104 weeks from the date the Employee first receives a weekly workers’ compensation payment, whether the incapacity is in one continuous period or not.

8.4 For the purposes of clause 8.3, top-up pay means a weekly payment to the Employee of an amount being the difference between the weekly:

- (a) Amount A payment received for the 1st to 13th weekly payments prescribed under clause 11(2) of Schedule 1 of the *Workers Compensation and Injury Management Act 1981* (WA); and
- (b) Amount Aa payment received after the 13th weekly payment prescribed under clause 11(2) of Schedule 1 of the *Workers Compensation and Injury Management Act 1981* (WA).

8.5 The trauma insurance fund will provide:

- (a) financial compensation in the event of a work related accident resulting in the death or the permanent and total disablement of the Employee; and
- (b) entitlements no less than a lump sum payment of \$300,000.00 in the event of the Employee’s death or permanent and total disablement.

8.6 In the event the claims experience, in accordance with clauses 8.1 to 8.5, requires a review of the insurance plan, an adjustment will be made to the insurance plan and not the Employer’s insurance premium.

8.7 The Employer will have the absolute discretion as to which fund entitlements are selected or adjusted.

9. Hours of Work

Statement of Intent

The Employer acknowledges the importance of supporting work life balance and how the management of work hours, overtime and weekend work can impact that balance. As such, the Employer will identify the ordinary hours of work where Employees will be required to work at ordinary rates. The Employer will apply the appropriate penalty or overtime rates when shift work or overtime work is required.

Conditions

- 9.1 Except as provided in clause 12 – Shift Work, the ordinary hours of work for a full time Employee will be 8 hours per day Monday to Friday with the notional weekly hours based on a 36 hour week in accordance with clause 11.1.
- 9.2 Except as provided in clause 12 – Shift Work, ordinary hours of work may be worked between the hours of 6.00 am and 6.00 pm. The spread of ordinary hours of work can be varied to 5.00 am to 5.00 pm with the agreement of a majority of Employees who will be affected by the change.
- 9.3 The Employer has the right to alter start and finish times within the spread of the ordinary hours of work. Prior to altering start and finish times the Employer will consult with the affected Employees and:
- (a) provide notice to the affected Employees of the change to start and finish times by no later than the finish time on the previous day;
 - (b) provide an opportunity to the affected Employees to advise the Employer of individual personal or family circumstances relevant to the change to start and finish times and will consider any such advice from affected Employees;
 - (c) have regard to its obligations to provide a safe and healthy workplace; and
 - (d) have regard to the intention of avoiding excessive overtime.

Note: *Subject to this clause and clause 10 (Overtime), the Employer may also alter start and finish times outside of the ordinary spread of hours of work for reasons such as setting up for concrete pours, deliveries and emergency work provided such work is paid for at the appropriate overtime rate of pay.*

- 9.4 On each day worked an Employee will be entitled to a paid morning break, being not less than 10 minutes in duration, to be taken as agreed between 9.00 am and 11.00 am.
- 9.5 On each day worked an Employee will be entitled to an unpaid meal/rest break, being not less than 30 minutes in duration, to be taken as agreed no later than 6 hours after work starts.
- 9.6 It is recognised that Project operations will be enhanced by staggering meal/rest breaks to enable work to continue or facilitate the efficient movement of people or materials.
- 9.7 Subject to clause 9.6, meal/rest breaks taken by the Employees may be staggered between the hours of 10.00 am and 2.00 pm. No overtime rates will be payable provided the meal/rest break is taken within this time.
- 9.8 The Employer must not combine the morning break with the meal/rest break such that they are taken consecutively.
- 9.9 Subject to clause 9.7, if the meal/rest break is taken later than 6 hours after commencement of work for the day then overtime rates will be payable as per clause 10.2 for all time worked after 6 hours from the commencement of work until such time as a meal/rest break is provided or work ceases for that particular day.

- 9.10 The Contractor will provide sufficient facilities for washing.
- 9.11 The Employer will allow 7 minutes before any break and before finishing time to enable Employees to wash and to put away gear.

10. Overtime

- 10.1 Construction activities on the Project may present unique operational requirements that might necessitate operations to continue without interruption, and that from time to time, the Employer will be required to engage in works under short term occupation or shut down works. As such, the Employer may require any Employee to work reasonable overtime at any stage and it is acknowledged that additional hours may be necessary during peak construction times or to perform out of hours work in order to meet the needs of the Employer's contractual requirements for the completion of work on the Project.
- 10.2 All work performed by a non shift Employee outside of the ordinary hours of work on any day, Monday to Friday inclusive will be paid for at the rate of time and one half for the first 2 hours and double time thereafter.
- 10.3 For the purposes of clause 10, ordinary hours will mean the hours of work fixed by the Employer in accordance with clause 9.
- 10.4 Where a non shift Employee is required to work overtime for more than two hours, the Employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after finishing their ordinary hours of work.
- 10.5 Where a non shift Employee is required to work overtime for more than four hours of continuous work, the Employee must be allowed to take, without deduction of pay, a crib time of 30 minutes in duration.
- 10.6 In the event an Employee remains at work after finishing their ordinary hours of work, without taking the crib time of 20 minutes in accordance with clause 10.4, and the Employee continues to work for a period of more than two hours, the Employee will be regarded as having worked 20 minutes more than the time worked and will be paid accordingly.

Saturdays, Sundays & Public Holidays

- 10.7 Overtime worked on Saturdays will be paid for at the rate of time and a half for the first 2 hours and double time after that, provided that all overtime worked after 12 noon on Saturdays will be paid for at the rate of double time.
- 10.8 All time worked on Sundays will be paid for at the rate of double time.
- 10.9 All time worked on public holidays will be paid for at the rate of double time and one half.
- 10.10 An Employee required to work overtime on a Saturday, Sunday or public holiday will be afforded at least 4 hours work or paid for 4 hours as though worked.
- 10.11 If work proceeds beyond the 4 hours minimum then Employees will be paid for all time worked.

- 10.12 An Employee working overtime on a Saturday will be entitled to a paid morning break being not less than 10 minutes in duration to be taken as agreed no later than 3 hours after work starts.
- 10.13 An Employee working overtime on a Sunday or public holiday will be entitled to a paid morning break being not less than 10 minutes in duration to be taken at a time as agreed.
- 10.14 An Employee working overtime on a Saturday, Sunday or public holiday will be entitled to a paid meal/rest break being not less than 20 minutes in duration as agreed which is to be taken after 4 hours work at an agreed time.
- 10.15 If an Employee's total worked hours for the day are to be more than 8 hours there will be an additional 20 minute rest break to be paid at the rate of double time to be taken at the end of 8 hours.
- 10.16 In the case of overtime work being cancelled by the Employer at the end of the 4 hour minimum or any time after that, Employees will, in addition to payment for all time worked, be paid for a 30 minute meal/rest break as though worked.

Rest Period after Overtime

- 10.17 Where it is necessary to work overtime, it is agreed that no Employee will resume or continue to work without having had 10 consecutive hours off duty between the termination of the overtime on one day or shift and the commencement of work on the next day or shift whether for ordinary time or overtime.
- 10.18 Where an Employee is taking a break in compliance with clause 10.17 they will be paid from the normal commencement of their ordinary hours of work or their shift notwithstanding that they are off duty.
- 10.19 In the event that an Employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the Employee will be paid at double time until the Employee is released from duty.

Recalls

- 10.20 When an Employee is recalled to work after leaving the job:
- (a) the Employee will be paid for at least 3 hours at overtime rates; and
 - (b) time reasonably spent by the Employee in getting to and from work will be counted as time worked.
- 10.21 The Employer may require the recalled Employee to carry out additional duties beyond the initial reason for the recall.
- 10.22 Clause 10.20 will not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside their ordinary hours of work or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of their ordinary hours of work.

11. Work Cycles and RDOs

- 11.1 The Employer and Employees can agree in writing on a system that provides for an Employee to accrue 2 RDOs over a 4 calendar week work cycle. This will be done by the Employee working an average of 40 regularly rostered hours per week, being paid 36 hours at the Employee's hourly rate of pay and accruing 4 hours towards an RDO at the Employee's hourly rate of pay. This enables an Employee to accrue 2 RDOs per 4 week work cycle.
- 11.2 RDOs shall be taken at a time mutually agreed between the Employee and the Employer and Employees will be encouraged to take RDOs regularly to ensure that they are able to balance personal needs and wellbeing with the Employer's operational needs.
- 11.3 An Employee may be directed by the Employer to take RDOs accrued in excess of 5 days.
- 11.4 Any accrued but untaken RDOs at the time of an Employee's termination of employment with the Employer will be paid out at the Employee's hourly rate of pay (in lieu of being taken).

12. Shift Work

- 12.1 Except as varied by this clause 12, all other aspects of this Document apply to the working of shift work.
- 12.2 The Employer has the right to direct Employees to work shift work as required and the Employees shall work the shift work as directed. Shift work will be worked and paid for in accordance with this clause 12.
- 12.3 Shift work is deemed to be any arrangement where the majority of an Employee's ordinary hours are worked outside of the spread of ordinary hours defined at clause 9.2.
- 12.4 Ordinary hours for full time shift Employees will comprise 36 hours per week averaged over a defined work cycle and will not commence before 5.00 pm on a Sunday night.
- 12.5 Prior to the commencement of shift work, the Employer shall seek the agreement of the Employees involved. Failing agreement, the Employer will provide to the Employees concerned 1 week's notice of the commencement of shift work and the starting and finishing times of the ordinary hours of the shifts.
- 12.6 Where less than 5 consecutive shifts are worked then Employees shall be paid at overtime rates in lieu of the shift loading prescribed at clause 12.7. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday, RDO or on any public holiday.
- 12.7 A shift Employee shall receive a flat loading of 25 percent of their ordinary hourly rate for each hour worked.

Meal Break – Shift Work

- 12.8 Employees working Night Shift shall be entitled to stop work for 30 minutes without deduction of pay for the purpose of taking a meal break.
- 12.9 The Employer may stagger the times for Employees to take meal breaks to meet operational requirements.

Rest Periods – Shift Work

- 12.10 The Employer shall provide Employees working ordinary hours on Night Shift, a 30 minute rest break to be taken without deduction of pay.

Overtime and weekend work - Shift Work

- 12.11 For all ordinary hours worked on a Saturday or Sunday or public holiday, a shift Employee will be paid:
- (a) on Saturday at the rate of time and a half for the first 2 hours and double time after that, provided that all overtime worked after 12 noon on Saturday will be paid for at the rate of double time;
 - (b) on Sunday at the rate of double time;
 - (c) on a public holiday at the rate of double time and one half,
- provided that an ordinary Night Shift starting before and extending beyond midnight Friday, will be regarded as a Friday shift.
- 12.12 All time worked in excess of or outside of the ordinary hours for a shift Employee or on a shift other than a rostered shift must be paid for at 200% of the ordinary hourly rate (excluding shift rates).

13. Annual Leave

- 13.1 A full time Employee is entitled to accrue 4 weeks annual leave for each 12 months' continuous service with the Employer.
- 13.2 A full time Employee working as a continuous shift worker will be entitled to accrue an additional week of annual leave for each 12 months' continuous service with the Employer.
- 13.3 Part time Employees are entitled to annual leave on a pro rata basis.
- 13.4 An Employee's entitlement to annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 13.5 Before going on leave the Employee will be paid:
- (a) the Employee's base rate of pay and any all-purpose allowances that they would ordinarily receive; and
 - (b) a loading of 17.5% on the amounts provided in clause 13.5(a).

- 13.6 When an Employee is on annual leave the Employer must continue to pay:
- (a) redundancy contributions pursuant to clause 5 – Redundancy;
 - (b) superannuation contributions; and
 - (c) long service leave contributions.
- 13.7 For the avoidance of doubt when an Employee is on annual leave the Employee will continue to accrue:
- (a) RDOs;
 - (b) annual leave; and
 - (c) personal leave.
- 13.8 Annual leave will be taken as agreed between the Employer and the Employee.
- 13.9 A request by an Employee to take annual leave will not be unreasonably refused by the Employer.
- 13.10 If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- 13.11 On termination an Employee will be paid out any untaken leave in full, together with the leave loading prescribed in clause 13.5(b)13.5(b).

Christmas/New Year Close Down

- 13.12 The Employer may require all or most Employees to take their annual leave at the same time where it is reasonable so that the Employer can close a workplace or part of a workplace or reduce the number of Employees in a workplace for a Christmas/New Year close down.
- 13.13 The Employer must give 2 months of notice to each Employee of a close-down of the kind described in clause 13.12.
- 13.14 When the workplace is closed in accordance with the requirements of this clause, Employees must take annual leave to which they are entitled or take unpaid leave.
- 13.15 If an Employee is employed for less than 1 year, any leave they take will be proportionate to their length of service and if such leave is not equal to the leave given to other Employees, they will not be entitled to work or pay whilst other Employees are on leave in accordance with this clause.
- 13.16 If an employee requests, all monies that will become due to an Employee during the Christmas/New Year close down must be paid in advance on the last pay day prior to the Christmas/New Year close down.

Casuals Excluded

- 13.17 The provisions of clause 13 will not apply to Casual Employees.

14. Family and Domestic Violence Leave

Statement of Intent

The Employer is strongly committed to providing a healthy and safe working environment for all Employees. It is recognized that Employees sometimes face difficult situations in their personal life, such as family and domestic violence (**FDV**) that may impact on an their mental emotional, physical, social and financial wellbeing. In turn, these impacts may affect safety, attendance or an Employee's performance at work.

Conditions

- 14.1 This clause applies to all Employees, including Casual Employees.
- 14.2 In this clause:
- (a) FDV means violent, threatening or other abusive behaviour by a close relative of a person, member of a person's household or current or former intimate partner of a person that seeks to coerce or control the Employee and causes the person harm or to be fearful;
 - (b) a close relative of a person is another person who is a member of the first person's immediate family or is related to the person according to Aboriginal or Torres Strait Islander kinship rules;
 - (c) immediate family means :
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; and
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- 14.3 An Employee is entitled to 10 days' paid FDV leave if:
- (a) the Employee is experiencing FDV; and
 - (b) the Employee needs to do something to deal with the impact of the FDV and it is impractical for the Employee to do that thing outside the Employee's work hours.
- 14.4 Paid FDV leave:
- (a) is available in full at the start of each 12-month period of the Employee's employment;
 - (b) does not accumulate from year to year; and
 - (c) is available in full to part time and Casual Employees.
- 14.5 Additionally, an Employee may take unpaid leave to deal with FDV if the Employee:
- (a) is experiencing FDV; and

- (b) needs to do something to deal with the impact of the FDV and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- 14.6 The time an Employee is on unpaid leave to deal with FDV does not count as service but does not break the Employee's continuity of service.
- 14.7 An Employee must give their Employer notice of the taking of leave. The notice:
 - (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the Employer of the period, or expected period, of the leave.
- 14.8 An Employee who has given their Employer notice of the taking of leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 14.2(a).

15. Paid Portable Long Service Leave

- 15.1 The Employer acknowledges the terms of the *Construction Industry Portable Paid Long Service Leave Act 1985 (WA)* and the *Construction Industry Portable Paid Long Service Leave Regulations 1986 (WA)* (in this clause 15, collectively **Portable Long Service Leave Legislation**).
- 15.2 To the extent that the Portable Long Service Leave Legislation is applicable to an Employee, the Employer must fully comply with the Portable Long Service Leave Legislation in relation to the Employee (this includes making any contributions or payments prescribed by the Portable Long Service Leave Legislation).

16. Traffic Management

- 16.1 All Category A.2 Traffic Management Employees, Category A.3 Traffic Management Employees and Category B Traffic Management Employees undertaking a Traffic Management Activity must be directly employed by an Employer who has a current registration under the State Road Traffic Management Company Registration Scheme.
- 16.2 A Traffic Management Employer must provide a Traffic Management Employee with a letter signed by the Traffic Management Employer detailing the date(s) of their engagement and/or disengagement with the Employer and:
 - (a) detailing the experience gained by the relevant person, where the experience is 6 months or less; or
 - (b) outlining the experience gained by the relevant person, where the experience is greater than 6 months.upon request by the Traffic Management Employee.

- 16.3 For the purposes of clause 16.2, experience means work undertaken (either on the Project or otherwise) as a Category A.2 Traffic Management Employee and/or a Category A.3 Traffic Management Employee. Experience need not be continuous and can be obtained working for any employer (including an Employer). Experience

is to be measured by the number of days where any such work has been carried out on that day, divided by 20. Where a shift extends past midnight, this would be one day.

16.4 The Employer must ensure that any Traffic Management Employee undertaking Traffic Management Activity at a location that requires the person to reside at a location other than their base location of employment receives either:

- (a) reasonable allowances; or
- (b) has no out of pocket expenses,

relating to the provision of a reasonable level of meals and/or accommodation associated with such location.

Appendix A – Wages Schedule

Classification	Hourly Rate		
	From 1/07/2024	From 1/07/2025	From 1/07/2026
NON-TRADES			
CW1(a): Upon commencement in the industry	\$33.80	\$35.49	\$37.27
CW1(b): After three (3) months in the industry	\$34.99	\$36.74	\$38.57
CW1(c): After twelve (12) months in the industry	\$35.79	\$37.58	\$39.46
CW1(d): Upon fulfilling the substantive requirements of Construction Worker Level One	\$36.75	\$38.58	\$40.51
CW2	\$38.18	\$40.09	\$42.09
CW3	\$39.77	\$41.76	\$43.84
CW4	\$40.96	\$43.01	\$45.16
CW5	\$42.15	\$44.26	\$46.47
CW6	\$43.35	\$45.52	\$47.79

Classification	Hourly Rate			
	From 1/07/2024	From 1/07/2025	From 1/07/2026	
Tradesperson	\$40.35	\$42.37	\$44.49	
Marker/Setter Out	\$42.37	\$44.49	\$46.71	
Special Class Tradesperson	\$42.37	\$44.49	\$46.71	
Mobile Crane Driver (Hiab)	CW1	\$36.75	\$38.58	\$40.51
Mobile Crane operator – mobile cranes with lifting capacity up to and including 15 tonnes	CW4	\$40.96	\$43.01	\$45.16
Mobile Crane Operator – mobile crane with a lifting capacity in excess of 15 tonnes and up to and including 100 tonnes	CW5	\$42.15	\$44.26	\$46.47
Mobile Crane Operator – mobile crane with a lifting capacity in excess of 100 tonnes and up to and including 180 tonnes	CW6	\$43.35	\$45.52	\$47.79

Classification		Hourly Rate		
		From 1/07/2024	From 1/07/2025	From 1/07/2026
Mobile crane operator- mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 260 tonnes	CW7	\$44.54	\$46.77	\$49.11
Tower crane operator	CW7	\$44.54	\$46.77	\$49.11
Operates a crane with lifting capacity in excess of 260 tonnes	CW8	\$45.73	\$48.02	\$50.42

Apprentice Wages Schedule

Note: An adult apprentice (over 21 years of age) will not be paid a wage less than the wages payable to an Employee classified as a CW1(d).

Apprentice	From 1/07/2024	From 1/07/2025	From 1/07/2026
Adult Apprentice	Not less than CW1(d)	Adult Apprentice	Not less than CW1(d)
1st Year	\$22.19	\$23.30	\$24.47
2nd Year	\$30.26	\$31.78	\$33.37
3rd Year	\$36.32	\$38.13	\$40.04

Traffic Management Wages Schedule

Classification	Hourly Rate		
	From 1/07/2024	From 1/07/2025	From 1/07/2026
Category A.2 Traffic Management Employee (less than 3 months service)	\$36.75	\$38.58	\$40.51
Category A.3 Traffic Management Employee (more than 6 months service)	\$38.18	\$40.09	\$42.09
Category B Traffic Management Employee	\$39.77	\$41.76	\$43.84
Category C or D Traffic Management Employee	\$40.96	\$43.01	\$45.16

Appendix B – Definitions

Actual Rates of Pay means the rates set out in Appendix A of this Document.

Apprentice or **Trainee** means an apprentice or trainee within the meaning of the *Vocational Education and Training Act 1996* (WA). Apprenticeship and Traineeship have a corresponding meaning.

Award means the *Building and Construction General On-site Award 2020*, as may be amended (including through any annual wage reviews undertaken by the FWC) or replaced from time to time.

Casual Employee has the same meaning as in the FW Act.

Category A.2 Traffic Management Employee means a person who has a Traffic Controller and/or Basic Worksite Traffic Management accreditation pursuant to the Code of Practice and has less than 6 months industry experience.

Category A.3 Traffic Management Employee means a person who has a Traffic Controller and/or Basic Worksite Traffic Management accreditation pursuant to the Code of Practice and has 6 months or more industry experience.

Category B Traffic Management Employee means a person who has a Worksite Traffic Management and/or Operate Truck Mounted Attenuator Operator accreditation pursuant to the Code of Practice.

Category C Traffic Management Employee means a person who has an Advanced Worksite Traffic Management accreditation pursuant to the Code of Practice.

Category D Traffic Management Employee means a person who has a Roadworks Traffic Manager accreditation pursuant to the Code of Practice.

Code of Practice means Western Australia's Traffic Management for Works on Roads Code of Practice as may be amended from time to time (available on the Main Roads website), and reference to the Code of Practice includes all requirements within the Code of Practice including compliance with relevant parts of the Austroads Guide to Temporary Traffic Management. and AS1742.3 – Traffic Control for Roadworks.

Contractor means the entity or entities who have entered into a contract with Main Roads to deliver the Project.

Document means this Western Australia Best Practice Industry Conditions.

Employee means an employee of the Employer who is engaged in civil construction works on the Project, including any Traffic Management Activity, for which classifications are prescribed by Appendix A – Wages Schedule in this Document.

Employer means the Contractor, Key Subcontractors and Traffic Management Employers.

FW Act means the *Fair Work Act 2009* (Cth).

FWC means the Fair Work Commission.

Industrial Instrument means a modern award including the Award, or enterprise agreement which applies to Employees and their Employer in accordance with the FW Act.

Key Subcontractor means an entity or entities who have a contract to undertake works on the Project to the value of \$1 million or more.

Labour Hire Agency means an employer who has a commercial contract with an Employer to supply labour on the Project.

Labour Hire Worker means a worker who is employed or engaged by a Labour Hire Agency.

Main Roads means Main Roads Western Australia.

NES means the National Employment Standards.

Night Shift means a shift starting at or after 3.00pm and before 11.00pm.

Other Contractor means a company who provides labour and/or equipment to the Project who is not a Contractor, Key Subcontractor or Main Roads.

Project means the xxxx.

Traffic Management Activity means any work on the Project that requires the person undertaking such work to have a Traffic Controller, Basic Worksite Traffic Management, Worksite Traffic Management, Advanced Worksite Traffic Management, Roadworks Traffic Manager and/or Operate Truck Mounted Attenuator accreditation pursuant to the Code of Practice or as otherwise required by Main Roads for the Project.

Traffic Management Employee means an employee who performs Traffic Management Activity in classifications prescribed by Appendix A – Wages Schedule in this Document.

Traffic Management Employer means any entity who employs Traffic Management Employees.

Union Delegate means an Employee who is:

- a member of an employee organisation entitled to represent the industrial interests of Employees; and
- elected or appointed by Union members in an enterprise or in a workplace, or part of an enterprise or a workplace, for the purpose of representing the industrial interests of Employees.

Union means one or more of the:

- The Australian Workers' Union;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- Construction, Forestry and Maritime Employees Union; and/or
- Electrical Trades Union.

