



## Sun Engineering Site Agreement 2024

## Contents

1.0	Title .....	3
2.0	Parties .....	3
3.0	Relationship with Other Agreements.....	3
4.0	Definitions.....	3
5.0	Application.....	4
6.0	No Extra Claims.....	5
7.0	Duration of the Agreement.....	5
8.0	Operation of the National Employment Standards .....	5
9.0	Individual Flexibility Arrangements .....	5
10.0	Contract of Employment .....	6
10.1	Engagement .....	6
10.2	Employer and Employee Duties .....	7
10.3	Termination of employment .....	7
10.4	Abandonment of employment.....	7
10.5	Redundancy entitlements.....	8
10.6	Termination of employment without notice (summary dismissal).....	9
10.7	Payment on Termination.....	9
11.0	Stand Down Provisions .....	9
11.1	Stand down due to operational reasons .....	9
11.3	Stand down pending outcome of investigation into alleged serious misconduct .....	10
11.4	Unpaid stand down in other circumstances .....	10
12.0	Safety.....	10
12.1	Safety Clothing.....	10
13.0	Consultation and Dispute Resolution.....	10
13.1	Consultation .....	10
13.3	Engagement Prior to Deployment.....	12
13.4	Dispute Resolution Procedure .....	12
14.0	Classification and Wage Rates.....	13
14.1	Classification Structure and Rates.....	13
14.2	Classification Definitions.....	14
14.3	Higher Duties.....	15
15.0	Apprentices .....	16
15.1	Apprentice Rates .....	16
15.2	Adult Apprentices.....	16
16.0	Allowances .....	16
16.1	Fares and Travelling Allowance .....	16
16.2	Living Away from Home (LAFHA) .....	17
16.3	Welding.....	17
16.4	Leading Hand Allowance .....	17
16.5	Artificial Extremes of Temperature.....	17
16.6	Confined Spaces .....	18
16.7	First Aid Allowance.....	18
16.8	Tool Allowance.....	18
16.9	Meal Allowance .....	18
16.10	Casual Income Protection Allowance .....	18
16.11	Payment of Allowances .....	18
17.0	Superannuation.....	18
18.0	Portable Long Service Leave and WorkCover Provision.....	18
19.0	Income Protection.....	19
20.0	Hours of Work and Work Cycle.....	19
20.1	Setting Ordinary Working Hours.....	19
20.2	Hours of Work.....	19
20.3	Additional Hours / Overtime .....	20
20.4	Meal Breaks and Rest Pauses.....	21
20.5	Shift Work .....	21
20.6	Inclement Weather .....	21
21.0	Leave Entitlements and Public Holidays.....	23
21.1	Annual Leave.....	23
21.2	Personal/Carer's Leave .....	24
21.3	Parental Leave .....	25
21.4	Compassionate Leave.....	25
21.5	Long Service Leave.....	25
21.6	Public Holidays.....	26
22.0	Additional Terms.....	26
22.1	Severability .....	26
22.2	Posting of Agreement and Notices.....	26
23.0	Signatures.....	27

## 1.0 Title

- (a) This Agreement will be known as the Sun Engineering Site Agreement 2024 (**Agreement**).
- (b) This Agreement has been made in accordance with section 172(2)(a) of the *Fair Work Act 2009 (Cth)* (**Act**).

## 2.0 Parties

The Parties bound by this Agreement are:

- (a) Sun Engineering (Qld) Pty Ltd (ABN 87 060 655 807) (**Employer**); and
- (b) Employees of Sun Engineering (QLD) Pty Ltd (the **Employees**) who are employed to work on Site away from the Employers' fabrication and workshop facilities (excluding supervisory and staff employees) in any classification identified in clause 14 of this Agreement.
- (c) The Employer and the Employee parties are collectively the **Parties**.

## 3.0 Relationship with Other Agreements

- 3.1 This Agreement operates to the exclusion of any and all other agreement/s or verbal understanding/s actual or inferred.
- 3.2 This Agreement incorporates the following clauses of the Building and Construction General On-site Award 2020 at the time this Agreement is made:
  - (a) clause 36A;
  - (b) clause 39.10; and
  - (c) clauses 41.1 to 41.4.
- 3.3 Where there is an inconsistency between a term in this Agreement and a term of the Building and Construction General On-site Award 2020, the term in this Agreement will take precedence to the extent of the inconsistency.
- 3.4 Nothing in this clause is intended to diminish or negate any representations made in writing by the Employer from time to time.

## 4.0 Definitions

- 4.1 "**FWC**" means Fair Work Commission.
- 4.2 "**Apprentice**" means an Apprentice within the meaning of the Further Education and Training Act 2012 (Qld) (**VETE Act**).
- 4.3 "**Adult Apprentice**" means a person of 21 years of age or over at the time of entering into an indenture or contract of training.
- 4.4 "**ACIRT**" is an acronym for the Australian Construction Industry Redundancy Trust.
- 4.5 "**Australian Super**" is the trading name for the Australian Superannuation Scheme Pty Ltd. ABN 65 714 394 898.
- 4.6 "**Base Hourly Rate**" is the applicable relevant base hourly rate that is to be used for 'all purposes' in calculating overtime, shift premiums, casual rates and all paid approved leave.
- 4.7 "**BUSS(Q)**" is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201 (BUSSQ).
- 4.8 "**CBUS**" is an acronym for the Construction and Building Industry Superannuation Pty Ltd. ABN 75 493 363 262
- 4.9 "**Company**" is Sun Engineering (Qld) Pty Ltd.
- 4.10 "**Continuous Shift Worker**" means an Employee who is rostered to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.
- 4.11 "**Employer**" is Sun Engineering (Qld) Pty Ltd.
- 4.12 "**Flat Allowance**" is a set flat amount and is not included for calculating overtime or shift premiums and unless specified as otherwise, is not included in paid leave calculations.

- 4.13 **“Green Card”** is the Employer's internal incident and issue reporting tool. Information on the use of the Green Card is provided during induction.
- 4.14 **“Injury”** will have the same definition as that of the relevant state workers' compensation and rehabilitation legislation.
- 4.15 **“Immediate Family”** will have the same definition as the Act.
- 4.16 **“Overtime”** means any time worked in excess of or outside of the ordinary hours of work.
- 4.17 **“Project”** means on-Site construction work (including installation of equipment, structural steel, electrical or piping); and earthmoving; ground, building, road; dam and preparation works, within the Employer's scope of Works at the relevant Site.
- 4.18 **“Redundancy”** is the situation where employment is terminated at the Employer's initiative because the Employer no longer requires the job done by the Employee or anyone. “Redundancy” can also occur because of the insolvency or bankruptcy of the Employer. “Redundant” has a corresponding meaning.
- 4.19 **“Site”** and **“Work Site”** may be used interchangeably and will have the same meaning; and both Site and Work Site refers to any Site at which the Employer may undertake construction or maintenance work. Site and Work Site specifically and expressly excludes the Employer's fabrication facilities.
- 4.20 **“Special Class”**,
- in relation to work, means work deemed by the Company to require the use of complex, high quality trade skills and experience which are not generally exercised in normal fabrication work; and
  - in relation to a tradesperson or other skilled worker, means an Employee who is required to perform such work.
- For the purpose of this definition, complex and high quality trade skills and experience will be deemed to be acquired by the tradesperson or other skilled worker:
- (a) Having had not less than 12 months on-the-job experience of such skilled work; and
  - (b) Having by satisfactory completion of a prescribed post trade course, or other course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard or expertise / skill.
- 4.21 **“The Act”** means the *Fair Work Act 2009* (Cth) as may be amended from time to time.
- 4.22 **“Trade”** includes an Employee who possesses as a minimum an AQF Certificate Level 3 qualification, or equivalent, in an engineering, electrical, building or construction trade skill.
- 4.23 **“Usual place of residence”** is the address declared by the Employee in their registration of interest / position application.
- 4.24 **“Works”** means the work carried out by the Employer within the Employer's scope of Works at a Project / Site and includes associated commissioning and pre-commissioning activities within the Employer's scope of work on the Works.
- 4.25 **“Worker”** means an Employee of the Employer.

## 5.0 Application

This Agreement will apply to the Employer and the Employees in the performance of all Works on Site i.e. Site Works.

- (a) This Agreement will not apply to off-Site Works.
- (b) The Agreement does not apply to, or cover the Parties or employees of the Employer in relation to:
  - (i) delivery and transportation of materials and equipment to and from the Works Site(s);
  - (ii) transport of personnel to and from the Works Site(s) where the provider of the transport is not the Employer (e.g. airport shuttle bus services, personnel transport companies etc.);
  - (iii) off-Site manufacturing and fabrication including delivery and transportation to the Works Site(s);
  - (iv) an employee who visits a Site briefly and starts or finishes their work day at an off-Site location;
  - (v) clerical, administrative, management, supervisory (other than leading hands), professional or salaried staff;

- (vi) security/Site control personnel unless security/Site control work is undertaken by Employees who are otherwise covered by this Agreement;
  - (vii) service activities, office cleaning, office equipment installation and servicing;
  - (viii) engineers, surveyors and technicians; and
  - (ix) off-Site pre-assembly at the fabricators yard or paint yard.
- (c) This Agreement stands alone; is insular in nature and has been developed by the Parties to reflect and accommodate the specific circumstances of the Company. While this Agreement operates it will, to the extent allowed under the Act, apply to the exclusion of all other State or Federal industrial awards, agreements, preserved State agreements, notional agreements preserving State awards or other industrial instruments.

## 6.0 No Extra Claims

- (a) The Employees covered by this Agreement will not pursue any extra claims, award or over award, prior to the nominal expiry date of the Agreement as specified in clause 7 of this Agreement. This includes claims relating to changes arising from award variations or decisions of the FWC.
- (b) The Employees will not, acting either individually or collectively, will pursue or undertake any form of industrial activity or action in support of any additional claim during the duration of the Agreement. Such 'industrial activity or action' would include the encouragement, initiation or undertaking of any form of work stoppage, strike, work ban or other limitation that impedes or prevents the performance of normal work by the Employer's employees or any other employee or entity. Any such actions taken, whether industrial or otherwise, will constitute a fundamental breach of the Agreement.

## 7.0 Duration of the Agreement

This Agreement will commence operation seven days from the date of approval of the FWC and will remain in force until its nominal expiry date, which is 11 November 2027.

## 8.0 Operation of the National Employment Standards

- 8.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 9.0 Individual Flexibility Arrangements

- 9.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 9.1; and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 9.2 The Employer must ensure that the terms of the IFA:
- (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 IFA was made.
- 9.3 The Employer must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the IFA; and
  - (ii) how the IFA will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
- (e) states the day on which the IFA commences.

9.4 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

9.5 The Employer or Employee may terminate the IFA:

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

## 10.0 Contract of Employment

### 10.1 Engagement

101.1 The employment status of Employees will be full-time, part-time, Project-based for a specific Project, task or period of time and / or casual employment.

- (i) At the point of engagement of each Employee, the Company will inform the person in writing whether the engagement is on a full-time, part-time, specific task, Project or period of time, or casual basis; and stating the job performed, the classification level and the relevant Base Hourly Rate. Each new Employee will upon commencement also be provided with a copy of this Agreement.

10.1.2 **Full-time weekly hire employment:** A full-time Employee will be required to work an average of 38 ordinary hours per week plus reasonable additional hours.

10.1.3 **Part-time weekly employment:** Part-time Employees are engaged for less than 38 ordinary hours per week. A part-time Employee will receive equivalent pay and conditions to those of a full-time Employee who do the same kind of work but on a pro-rata basis.

- (a) Before commencing a period of part-time employment, the Employee and Employer will agree, in writing, to the Employee's classification, the hours to be worked by the Employee, the day(s) upon which the hours will be worked and the starting and finishing times of the work;
- (b) The terms of an agreement regarding a part-time Employee's hours of work may be varied, in writing, by consent; and
- (c) Any work performed in excess of the part-time Employee's agreed hours will be paid in accordance with clause 20.3.1 of this Agreement.

10.1.4 **Casual employment:** A casual Employee has the meaning given by section 15A of the Act. A casual Employee will receive a casual loading of 25% on the Base Hourly Rates prescribed herein as their ordinary time rate for ordinary hours. The casual loading is paid to casual Employees in lieu of paid annual leave, paid personal / carer's leave, paid compassionate leave, payment in lieu of notice of termination, redundancy and payment for public holidays not worked. The 25% casual loading is not payable on any overtime or penalty rates paid. Casual Employees will be entitled to payment for a minimum of four hours' work per engagement.

- (a) Termination of engagements of casual Employees will require one hour's notice by either the Employer or the Employee, or the payment or forfeiture of one hour's pay, as the case may be.

10.1.5 **Project based employment for a specific project, task or period of time:** Project based Employees are engaged by the Employer for a specified Project, task or period of time and are entitled to the relevant provisions of this Agreement. Such Employees are not however entitled to notice of termination or redundancy pay entitlements.

- 10.1.6 **Probation:** All new permanent full-time and part-time Employees will be subject to a six month probation period at the commencement of their employment. Either party may terminate the contract of employment during the probationary period by giving one weeks' notice to the other party, or payment in lieu of notice.

## 10.2 Employer and Employee Duties

- 10.2.1 The Employer may direct an Employee to carry out such duties as determined by the Employer as may be within the limits of the Employee's skills, competence and training.
- 10.2.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employer determines that the Employee has been properly trained in the use of such tools and equipment.
- 10.2.3 Any direction issued by the Employer under this clause is to be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- 10.2.4 Employees are to comply with directions made in accordance with clause 10.2.1, 10.2.2 and 10.2.3 above.
- 10.2.5 Employees are to ensure their personal fitness for work on each day they are scheduled to work.
- 10.2.6 Employees may be subject to random drug or alcohol testing whilst on Site. When conducting random testing, the Employer agrees for a member of the workforce to be present when conducting random selection.

## 10.3 Termination of employment

For the purpose of this clause:

- (a) One (1) week's pay is calculated as per the requirements of the Act.
- (b) Termination of employment by the Employer will be in accordance with the terms of the Act. Subject to the Act, as at the date of this Agreement, the required period of notice the Employer must give an Employee (other than a casual, fixed-term or fixed-task Employee) is as follows:

Where the Employee's Period of Continuous Service with the Employer is:	The Period of Notice is*:
Up to 1 year	1 week
1 year or more, but < 3 years	2 weeks
3 years or more, but < 5 years	3 weeks
5 years or more	4 weeks

- \* The period of notice for a casual Employee is one (1) hour.
- The period of notice in the above table is increased by 1 week where the Employee is over 45 years of age and has completed 2 years of continuous service with the Employer.
- (c) An Employee is required to give the Employer notice corresponding to the above table if they intend to terminate their employment, except there is no requirement to provide the additional notice based on the age of the Employee. Subject to the Act, where less than the required weeks' notice is given by an Employee over the age of 18, the Employer is entitled to deduct an amount equivalent to one week's wages for the Employee from any wages due to the Employee on termination of employment.
- (d) The Employer is entitled to choose to pay notice in lieu of the Employee working out part or all of their notice period. Employment may be terminated by part of the period of notice and part payment in lieu (on a pro rata basis).
- (e) Nothing in this clause will affect the Employer's rights to summarily dismiss an Employee for conduct that justifies summary dismissal.

## 10.4 Abandonment of employment

Subject to the Act, if an Employee is absent for more than three (3) consecutive working days without contacting the Employer and has not explained their absence to the Employer's satisfaction or cannot be contacted at the last advised



address, the Employee will be deemed to have abandoned their employment at the Employee's initiative. Termination of employment by reason of abandonment at the Employee's initiative will be in accordance with the Act.

### 10.5 Redundancy entitlements

The provisions of this clause 10.5 apply only to Employees engaged in work on or at a Project at which the Employer is conducting Works.

So as to prevent double dipping of redundancy entitlements, this clause 10.5 will not apply to an ongoing Employee of the Employer who is transferred or seconded to a Project covered by this Agreement and returns to an ongoing position with the Employer; such transferring does not break their employment tenure.

For the purposes of this clause, redundancy is the situation where employment is terminated at the Employer's initiative because the Employer no longer requires the job done by the Employee or anyone, except where this is due to the ordinary and customary turnover of labour. "Redundancy" can also occur because of the insolvency or bankruptcy of the Employer. "Redundant" has a corresponding meaning.

- (a) An Employee whose position is made redundant will receive redundancy/severance payments, calculated as follows, in respect of all continuous service with the Employer:

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

- (b) Provided that an Employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the Employee.
- (c) Week's pay means the Employee's Base Hourly Rate at the time of termination multiplied by 38. Hour's pay means the Employee's Base Hourly Rate at the time of termination.
- (d) If an Employee dies with a period of eligible service which would have entitled that Employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the Employee.
- (e) Any period of service as a casual will not entitle an Employee to accrue service in accordance with this clause for that period.
- (f) Service as an Apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the Employee completes an apprenticeship and remains in employment with the Employer for a further twelve (12) months.

#### 10.5.1 Redundancy pay schemes

- (a) The Employer may offset an Employee's redundancy pay entitlement in whole or in part by contributions to a redundancy pay scheme.
- (b) Provided that where the employment of an Employee is terminated and:
- (i) 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. If the redundancy pay



scheme benefit is greater than the amount payable under clause 10.5 then the Employee will receive no redundancy payment under clause 10.5; or

- (ii) the Employee does not receive a benefit from a redundancy pay scheme, contributions made by the 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 10.5, 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 Employee will be entitled to the fund benefit or the Agreement benefit whichever is greater but not both.
- (c) The redundancy pay scheme must be an Approved Worker Entitlement Fund under the *Fringe Benefits Tax Regulations 1992* (Cth).

ACIRT is an approved worker entitlement fund.

Protect is an approved worker entitlement fund.

### **10.5.2 Employee leaving during notice period**

An Employee whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, the Employee will be entitled to the provisions of this clause as if the Employee remains with the Employer until expiry of such notice. Provided that in such circumstances, the Employee will not be entitled to payment instead of notice.

### **10.6 Termination of employment without notice (summary dismissal)**

- (a) The Employer may terminate an Employee's employment at any time and with immediate effect, and without providing the Employee with any notice of termination or payment in lieu of notice, if the Employee commits an act of serious misconduct.
- (b) Serious misconduct includes but is not limited to:
  - (i) wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of the Employee's contract of employment;
  - (ii) conduct that causes a serious and imminent risk to:
    - (I) the health and safety of a person; or
    - (II) the reputation, viability or profitability of the Employer's business.
- (c) Conduct that includes serious misconduct includes:
  - (i) the Employee engaging in the following in the course of their employment:
    - (I) theft; or
    - (II) fraud; or
    - (III) assault; or
    - (IV) sexual harassment; or
  - (ii) the Employee being under the influence of alcohol and/or drugs; or
  - (iii) the Employee refusing to carry out a lawful or reasonable direction that is consistent with the Employee's contract of employment.

### **10.7 Payment on Termination**

On termination of employment, all monies due to an Employee will be paid in the next scheduled pay cycle following the Employee's final day of work.

## **11.0 Stand Down Provisions**

### **11.1 Stand down due to operational reasons**

- (a) The Company will have the right to stand down an Employee and to not make payment for any day an Employee cannot be usefully employed.
- (b) In the event that an Employee is stood down, the Employee will continue to accrue, for a period of six (6) weeks, leave accruals pursuant to this Agreement. Prior to the end of the six (6) week period, if the cause of the stand

down cannot be resolved, then a decision would be made to apply the Agreement's redundancy provisions, refer clause 10.5.

- (c) In the event that an Employee is stood down, all accrued annual leave may be utilised and paid to the Employee as annual leave taken during the period of the stand down.
- (d) An Employee who is stood down under these provisions may, at any time during the period of stand down, terminate their employment without notice and will be entitled to all monies due to them up to the time of termination.
- (e) Provided that during any interruption of work as mentioned above, the Company may at its sole discretion transfer any Employee to any area or site, not affected by any such interruption provided there is useful work available for the Employees in that area.

### **11.3 Stand down pending outcome of investigation into alleged serious misconduct**

The Company will have the right to stand down an Employee on full pay for a maximum of two (2) working days pending the conclusion of any investigation (however described) into any alleged conduct of the Employee, where the Company reasonably believes the alleged conduct may constitute serious misconduct within the meaning of clause 10.6.

### **11.4 Unpaid stand down in other circumstances**

- (a) The Company will have the right to direct an Employee to take unpaid leave for failing a drug and/or alcohol test during working hours. If the Company is acting on the suspicion of use of drugs, the Company may require the Employee to undergo testing at a centre registered to conduct drug and alcohol tests at cost to the Company.
- (b) In the case of failing a drug test, the Employee will remain on unpaid leave until such time as the Employee presents a clearance from a centre registered to conduct drug and alcohol tests with the cost of this test at the Employee's expense. However, clause 10.6, if enacted, will apply prior to the application of this clause.

## **12.0 Safety**

It is a requirement to wear and maintain personnel protective equipment and safety equipment whilst in areas requiring such equipment.

### **12.1 Safety Clothing**

- (a) Employees will be issued with a minimum of three cotton drill long sleeve shirt and cargo long pant (set) of work wear and one pair of safety footwear within one month of the commencement of their employment, and a further two sets of work wear within three months of commencement. Issue will be annually thereafter of up to five sets per year.
- (b) Between issues, these items may be replaced on a fair wear and tear basis.
- (c) Excluding replacement due to fair wear and tear, five sets of work wear will be the maximum provided to any Employee within one year from the initial issue of their first set of work wear following commencement. This includes returning Employees whose employment with the Employer had previously ended; returning to employment with the Employer will not entitle the Employees to greater than five sets of work wear within one year.
- (d) Once clothing has been issued to the Employee, the Employee is required to wear the Company provided work wear.
- (d) After the minimum employment period of six months, the Employer will provide to an Employee a winter jacket suitable for the work being carried out by the Employee. Winter jackets will be provided only if the temperature is likely to be less than 18 degrees Celsius at any time during working hours. Winter jackets, if to be provided, will be provided in the months April to September inclusive.

## **13.0 Consultation and Dispute Resolution**

### **13.1 Consultation**

- (1) This term applies if:

- (a) the Employer 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.
- (2) For a major change referred to in clause 13.1(1)(a):
  - (a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) Clauses 13.1(3) to 13.1(9) apply.
- (3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
 the Employer must recognise the representative.
- (5) As soon as practicable after making its decision, the Employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 13.1(2)(a) and clauses 13.1(3) and 13.1(5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on Employees if it results in:
  - (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- (10) For a change referred to in clause 13.1(1)(b):
  - (a) The Employer must notify the relevant employees of the proposed change; and
  - (b) Clauses 13.1(11) to 14.1(15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (16) In this term:
- relevant Employees** means the Employees who may be affected by a change referred to in clause 13.1(1).

## 13.2 Engagement Prior to Deployment

Prior to deploying Employees to Project Sites, the Employer will inform Employees as early as reasonably practicable regarding the details and conditions pertaining to the deployment, for example: Project scope, Project location, roster, living away from home requirements, accommodation requirements, possible flexibility arrangements.

## 13.3 Dispute Resolution Procedure

The Company operates processes by which concerns can be raised through an internal communication system. These processes provide a format by which concerns can be resolved expediently with timely intervention. Employees are encouraged to utilise the Company's concerns raising process to assist in avoiding the escalation of disputes and grievances.

### 13.3.1 Objective of the Dispute Resolution Procedure

The objective of this procedure is to:

1. Avoid the escalation of disputes or grievances relating to matters identified in clause 13.3.2(a); and
2. Provide prompt resolution of issues of concern relating to matters identified in clause 13.3.2(a).

### 13.3.2 Steps in the Dispute Resolution Process

- (a) Any disagreement or dispute in relation to a matter arising under this Agreement or the NES will be dealt with as outlined in this clause 13.3. To avoid doubt, all parties to this Agreement, including the Employer, have access to the dispute resolution process.
- (b) A disagreement or dispute as referred to in clause 13.3.2(a) will be dealt with as follows:
  - (1) The Employee concerned is required to raise the matter for resolution by filling out a Green Card in accordance with the Employer's internal reporting requirements, unless it is not reasonably practicable to do so.
  - (2) If not resolved within 48 hours, the Employee may raise the matter with the appropriate supervisor /

superintendent of the Employer for resolution.

- (3) If the matter remains unresolved after a further 48 hours, either the Employee or the supervisor / superintendent will request a formal meeting with the Employer's most senior manager on the Site.
- (4) At any stage of this process, the Employee may elect to have a representative in attendance. An Employee representative for the purposes of this dispute resolution process will include any representative nominated by the Employee.
- (5) Once the dispute resolution process has been invoked, both the Employee and the Employer will attempt in good faith to resolve the issue by utilising the above steps until resolution is achieved. Each party may appoint (in writing), at their own cost, another person to act on their behalf in relation to the matter.
- (6) In the event that resolution is not achieved, any party may refer the matter to the FWC for conciliation.
- (7) The FWC will first attempt to resolve the dispute through mediation, conciliation, expressing an opinion or making a recommendation to the parties.
- (8) If the process in clause 13.3.2(b)(7) does not resolve the dispute, after both parties have acted reasonably and made reasonable endeavours to understand and resolve the dispute by way of the process in clause 13.3.2(b)(7), then either party may make an application to the FWC to arbitrate the dispute and make a determination that is binding on the parties.
- (9) 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; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (10) The ultimate terms of settlement of the dispute will not be affected in anyway, nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.

## 14.0 Classification and Wage Rates

### 14.1 Classification Structure and Rates

- (a) Employees will be classified and paid in accordance with the following structure. The term CW is an acronym for Construction Worker.

Classification	Base Hourly Rate at the commencement of each year			
	At commencement	As of 11 / 02 / 2025	As of 11 / 02 / 2026	As of 11 / 02 / 2027
CW 8	\$45.50	\$46.87	\$48.27	\$49.72
CW 7	\$45.00	\$46.35	\$47.74	\$49.71
CW 6	\$44.20	\$45.53	\$46.89	\$48.30
CW 5	\$43.20	\$44.50	\$45.83	\$47.21
CW 4	\$39.50	\$40.69	\$41.91	\$43.16
CW 3	\$37.00	\$38.11	\$39.25	\$40.43
CW 2 / Forklift Operators	\$35.00	\$36.05	\$37.13	\$38.25
CW 1	\$32.00	\$32.96	\$33.95	\$34.97

- (b) The above rates will take effect from the commencement of the Agreement and the listed increases will commence on the first full pay period occurring on or after the listed date.

**(c) Living Away From Home Rates**

Employees who are deployed to Site Works and the Employer request the Employee to live away from home, will have their Base Hourly Rate increased by a minimum of 10% for the hours worked while the Employee is living away from home. Clause 16.2 specifies further allowances for living away from home.

**14.2 Classification Definitions****14.2.1 General Duties**

Positions to which this Agreement relates are classified at a level as specified by this clause, based on their skills, qualifications, experience, competency and training required for safe and efficient performance of the duties of the position, provided that the Company has the need for such skill and competence.

Each Employee's classification level will be specified at appointment.

Employees may be required to carry out work either individually or as part of a work group.

Employees are responsible for carrying out work in a safe and efficient manner and for the quality of their work.

Employees at each level will, in addition to those duties specific to their classification, carry out all duties which are:

- (i) incidental or peripheral or ancillary to their main tasks or functions; and/or
- (ii) within their skill, competence and training; and/or
- (iii) routine functions (i.e. spotting, EWP operation, traffic control etc.); and/or
- (iv) in the performance of those duties, will use all hand tools that they are competent to use.

**14.2.2 Classifications****CW1 –Positions / Tasks Undertaken**

General Hand / Labourer (including cleaning, "Peggy" duties, general labouring work, bus driving and assisting Employees at higher classifications)

**CW2 –Positions / Tasks Undertaken**

An Employee who performs tasks requiring the exercise of skill and knowledge beyond that of an Employee of level CW1

Trades Assistant

Basic painter

Polywelder

Store person

Mobile plant spotter

Forklift operators

A CW1 Employee who holds an elevating work platform, working at heights, or confined space licence or statement of attainment and is required to use those relevant skills by the Employer

**CW3 –Positions / Tasks Undertaken**

An Employee who performs tasks requiring the exercise of skill and knowledge beyond that of an Employee of level CW2

Dogger (DG)

Basic Scaffolder (SB)

Basic Rigger (RB)

Steel-fixer (includes tack welding steel reinforcement)

Sheetmetal worker (2<sup>nd</sup> class)

Cladder

Lagger

Mobile plant operator who holds the relevant high risk work licence or relevant statement of attainment, except if specified under a separate classification

Mobile crane operator who is required to operate mobile cranes with a capacity of up to 20 tonnes and holds the relevant high risk work licence (CN, C2) or greater

Driver who is required to hold a Heavy Rigid (HR) licence or greater to drive on the road

#### **CW4 –Positions / Tasks Undertaken**

An Employee who performs tasks requiring the exercise of skill and knowledge beyond that of an Employee of level CW3

Intermediate or Advanced Scaffolder (SI and SA)

Intermediate or Advanced Rigger (RI and RA)

Industrial Painter / Blaster who holds a relevant but lesser qualification than AQF Certificate Level 3

Welder

Mobile crane operator who is required to operate mobile cranes with a capacity of between 20 and 100 tonnes and holds the relevant high risk work licence (C6, C1) or greater

#### **CW5 –Positions / Tasks Undertaken**

An Employee who performs tasks requiring the exercise of skill and knowledge beyond that of an Employee of level CW4

Qualified Tradesperson holding an AQF Certificate Level 3 or equivalent, or greater, except if specified under a separate classification (e.g. Boilermaker, Carpenter, Electrician, Fitter, Mechanic, Plumber, Sheetmetal worker)

Welder qualified to AS1796

Mobile crane operator who is required to operate mobile cranes with a capacity of between 100 and 300 tonnes and holds the relevant High Risk Work Licence (CO)

#### **CW6 –Positions / Tasks Undertaken**

An Employee who performs tasks requiring the exercise of skill and knowledge beyond that of an Employee of level CW5

Mobile crane operator who is required to operate mobile cranes with a capacity of 300 tonnes or greater and holds the relevant high risk work licence (CO)

Licensed Electrical tradesperson who has successfully completed a Post Trade Certificate, or has successfully completed an AQF Certificate Level IV in Electrotechnology, or their formal equivalent

#### **CW7 –Positions / Tasks Undertaken**

Licensed Electrical tradesperson who has successfully completed an appropriate Advanced Certificate, or has successfully completed an AQF Diploma in Electrotechnology, or their formal equivalent

#### **CW8 –Positions / Tasks Undertaken**

Licensed Electrical tradesperson who has successfully completed an appropriate Associate Diploma, or an AQF Advanced Diploma, or their formal equivalent, or greater

### **14.3 Higher Duties**

- (a) Where an Employee is required and has agreed to undertake the duties of a higher classification than that as to which they are employed on the Works, for a temporary period, payment will be at the applicable Base Hourly Rate for the time worked with a minimum payment of four (4) hours.



- (b) Such payment is based on the Employee having and exercising the requisite skills, experience and qualifications to perform the higher classification role. Following the completion of activities under the higher classification, the Employee will revert back to the Base Hourly Rate that is applicable to their classification.

## 15.0 Apprentices

### 15.1 Apprentice Rates

Where Apprentices are engaged to work their rate of pay shall be calculated by applying the appropriate percentage set out below to the relevant Trades Classification rate.

<b>Four Year Term</b>	<b>Percentage of relevant Trades Classification rate</b>
Stage 1	50%
Stage 2	60%
Stage 3	75%
Stage 4	90%
<b>Three Year Term</b>	<b>Percentage of relevant Trades Classification rate</b>
Stage 1	55%
Stage 2	75%
Stage 3	90%

### 15.2 Adult Apprentices

Where Adult Apprentices are engaged to work, their rate of pay will be calculated by applying the appropriate percentage set out below to the relevant Trades Classification rate:

<b>Four Year Term</b>	<b>Percentage of relevant Trades Classification rate</b>
Stage 1	67.5%
Stage 2	75%
Stage 3	82.5%
Stage 4	90%
<b>Three Year Term</b>	<b>Percentage of relevant Trades Classification rate</b>
Stage 1	67.5%
Stage 2	77.5%
Stage 3	90%

## 16.0 Allowances

### 16.1 Fares and Travelling Allowance

- (a) Starting from the first weekly pay period to commence on or after the commencement of this Agreement, the agreed allowance for fares and travelling will be \$35.00 per day where the Employee commences work and ceases work on Site at the usual Site start and finishing times. This allowance will not apply to anyone who is provided with a vehicle or transport to and from the Site by the Employer.
- (b) Payment of this allowance prescribed in will be subject to the Employee starting and finishing work on the Site at the usual starting and finishing times.

- (c) Employees transferred from one job Site to another during ordinary working hours will be paid for the time occupied in travelling, and unless transported by the Employer or by a transport service provider arranged and paid for by the Employer, will be reimbursed the reasonable cost of fares by the most convenient public transport between such job Sites. Provided that where the Employer requests an Employee to use their own vehicle to effect such a transfer, and the Employee agrees to do so, the Employee will be paid an allowance at the rate of 74 cents per kilometre.
- (d) An Employee who by agreement with the Employer uses their own motor vehicle on the Employer's business will be paid an allowance of 74 cents per kilometre travelled.

## 16.2 Living Away from Home (LAFHA)

- (a) An Employee who is required to work a distance greater than 80km radius from their usual place of residence and it is unreasonable for them to return home each day, will be entitled to reasonable board and accommodation or be paid a living away from home allowance of \$90.00 per day. For this clause, day means work day, an approved absence from work, or rest day. Day does not include any unapproved absence from work.
- (b) Where the Employer provides accommodation only, a Living Away From Home Allowance (**LAFHA**) of \$350 per week will be provided for the extra over cost and incidentals whilst living away from home. A daily short term LAFHA will be paid at a rate of \$50 per day in cases where Employees are required to be away from their home for less than seven (7) days.
- (c) At the time of employment, Employees are required to make a declaration by providing proof of their usual place of residence; this declaration will be regarded as the valid usual place of residence upon application for LAFHA.
- (d) Applicants will be advised that their declaration will determine their eligibility, or otherwise, for living away from home or board or accommodation. Such determination will not alter during the Employee's employment on a Project.
- (e) LAFHA payments are applicable only when the Employee is required to be away from home for work requirements. Specifically LAFHA payments are not applicable when an Employee is on rest and recreation that is for a period in excess of one (1) full twenty-four (24) hour period; periods of leave that are such that the Employee is returned to their home base; or if the personal leave is for a period of more than two (2) days.
- (f) Employees who are in receipt of LAFHA payments must complete and submit to the Employer information and /or complete forms as may be required for purposes such as tax requirements.

## 16.3 Welding

- (a) If an Employee is required to pass a Welder qualification Test and weld to AS1554 SP, then the Employee will receive a Flat Allowance of \$0.50 cents per hour worked.
- (b) If an Employee has gained the relevant certificate 1-9 as per AS1796 and the Company requires the Employee to pass a test to a greater testing requirement than AS1554 SP, then that welding will be classed as special class welding. Whilst required to carry out welding to the higher standard, the Employee will receive a Flat Allowance of \$1.00 per hour for hours worked.

## 16.4 Leading Hand Allowance

- (a) Where an Employee is appointed by the Employer to be in charge of other Employees and to oversee the completion of various Site activities in a Leading Hand position, the Employee will be entitled to a Leading Hand Allowance of \$120.00 per week.
- (b) This allowance is a weekly Flat Allowance and is not paid as an all-purpose rate.

## 16.5 Artificial Extremes of Temperature

- (a) Where an Employee is required to work in a work environment which has a man-made artificial temperature of 4 degrees Celsius or lower, or 46 degrees Celsius or higher, the Employee will be entitled to 75 cents per hour worked in that environment, rounded to the nearest hour.
- (b) A minimum of one (1) hour must be worked in that environment for this allowance to commence; work of less than one (1) hour will not attract the allowance.
- (c) This allowance is a Flat Allowance and is not paid as an all-purpose rate.

## 16.6 Confined Spaces

- (a) Where an Employee is required to work in a confined space, strictly as specified within the relevant State associated legislation for confined spaces, the Employee will be entitled to 75 cents per hour worked in the confined space, rounded to the nearest hour.
- (b) A minimum of one (1) hour must be worked in the confined space for this allowance to commence; work of less than one (1) hour will not attract the allowance.
- (c) Employees such as spotters who are nearby but who are outside of the confined space are not entitled to the allowance, only Employees within the confined space strictly in accordance with clauses 16.6 (a) and (b) are entitled to the allowance.
- (d) This allowance is a Flat Allowance and is not paid as an all-purpose rate.

## 16.7 First Aid Allowance

- (a) An Employee who is qualified to provide first aid and is appointed by the Employer to carry out first aid in addition to their normal duties will be entitled to a first aid allowance of \$25.00 per week.
- (b) This allowance is a Flat Allowance and is not paid as an all-purpose rate.

## 16.8 Tool Allowance

- (a) An Employee who is requested to provide their own trade tools will be paid a Flat Allowance of \$0.50 per each hour worked for supplying and maintaining tools ordinarily required in the performance of their work.
- (b) The Employer will provide for the use of tradesperson all necessary power tools and special purpose tools.
- (c) The Employee will replace or pay for any tools supplied by the Employer if lost through negligence.
- (d) Payment of the Tool Allowance to any other Employee who is requested to provide their own tools must be approved by the Company only.

## 16.9 Meal Allowance

Refer to clause 20.3.4 - Meal Allowance.

## 16.10 Casual Income Protection Allowance

Refer to clause 19.0(b).

## 16.11 Payment of Allowances

Other than as specified under clause 16.2 - Living Away From Home (LAFHA), no allowances will be paid when Employees use / are on any type of leave e.g. RDO's, personal/carer's leave, public holidays, annual leave, etc.

## 17.0 Superannuation

- (a) The Employer will make the appropriate contributions as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) and superannuation legislation into a MySuper complying superannuation fund such as Australian Super (which is the Employer's default fund), the Employee's nominated superannuation fund, or the Employee's stapled superannuation account as nominated by the Australian Taxation Office.
- (b) The Employer's contributions will be 11% of the Employee's ordinary time earnings as defined by the relevant legislation as amended from time to time.

## 18.0 Portable Long Service Leave and WorkCover Provision

- (a) The Company will ensure that the requirements of the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld) and the *Workers' Compensation and Rehabilitation Act 2003* (Qld) (or their relevant counterparts as may be in place in other States or Territories) will be met and workers' compensation provisions will be provided to Employees.

## 19.0 Income Protection

- (a) Where available, the Company will take out income protection insurance for full-time and part-time Employees covered by this Agreement. The cost to the Company for this policy will not exceed \$26.00 per week (inclusive of GST and stamp duty) for each applicable Employee.
- (b) The Company will pay casual Employees an income protection allowance, a Flat Allowance, of \$26.00 per week as a financial encouragement to take out their own income protection.

## 20.0 Hours of Work and Work Cycle

### 20.1 Setting Ordinary Working Hours

- (a) The Parties recognise that operational requirements or other circumstances may arise on a Project where different methods of working ordinary hours may be required to be implemented for an Employee or group of Employees.
- (b) The Parties additionally recognise and support the right of the Employer to require Employees to consistently report on time for the commencement of their shift and not leave their designated work area prematurely prior to any designated break during the work day or at the finish times of each designated work day. The Employer will make clear what the reasonable time frames to wash-up in prior to a break and to pack up and wash-up prior to the end of each designated work day are. The Parties commit to constructively working to resolve any issue that may arise from the enforcement of the daily working hour's regime.
- (c) The Parties and Employees commit to:
  - (1) Flexibility in the way ordinary hours are organised and worked to meet operational requirements;
  - (2) Working reasonable additional overtime in addition to the scheduled work cycle;
  - (3) Working shift work if requested by the Employer;
  - (4) Providing work coverage if required on a continuous basis without any shutdowns;
  - (5) Be present, ready to commence work at the pre-start meeting each day at the specified start times; and
  - (6) Remain at their workplace until their designated finishing time.
- (d) The Employer may implement any form of ordinary time rosters (with overtime to be determined within those rosters) which are required to meet the needs of the Project/Works. This may include implementation of 12-hour work days.
- (e) Where the Employer wishes to vary the pattern of working the ordinary hours of work, the Employer will consult with the affected Employees in accordance with clause 13.1 of this Agreement.
- (f) If the consultation does not provide a viable alternative, the Employer will provide affected employees one (1) weeks' notice of the change to the new pattern of work.

### 20.2 Hours of Work

- (a) The Parties agree that hours of work provisions will be operated in a flexible manner. The following measures will be available to achieve the required objectives:
  - (1) Unless otherwise provided, the ordinary hours of work (between Monday and Friday) will be an average of thirty-eight (38) hours per week averaged over a twenty-six (26) week period, and will be worked between the hours of 6.00 am and 6.00pm, Monday to Friday inclusive.
  - (2) Generally, Employees (other than shift workers) will work within the start and finish times defined in clause 20.2(a)(1). These times may be moved up to one (1) hour either way without penalty by agreement between the Employer and directly affected Employee(s).
  - (3) Application of an average of a thirty-eight (38) hour ordinary working week may vary from Employee to Employee or section or sections of Employees, from time to time to suit the programming requirements of the Project / Works. This can be done provided that no more than eight (8) ordinary hours is worked per day/shift.
  - (4) The daily ordinary hours will be eight (8), which will accrue one (1) rostered day off (**RDO**) per four (4) week cycle. Note: Casual and part-time Employees do not have an entitlement to RDO arrangements.

- (5) RDOs will be taken in consultation between the Employees and the Company. However, where due to work requirements, the RDO is required to be worked, the day may be substituted without penalty following agreement with Employees affected by the work requirements.
- (6) It will be available by mutual agreement between the Employee/s affected to work alternative ordinary hours of work other than the RDOs provided herein, provided an average of thirty-eight (38) hours is achieved over an agreed work cycle. These work cycles may include weekends as part of ordinary hours, provided the weekend rates are paid for those hours worked.
- (7) Where the weekend or part of the weekend is included in a work cycle, the time worked will be counted towards the ordinary hours.
- (8) The Employer will be mindful of the Company's fatigue management standards and in the absence of prior approval of a risk-assessed proposal by the Project's managing contractor, no team leader of the Employer has the authority or the right to request any Employee to work any work cycle or hours of work that would have the effect of breaching the Company's accepted and reasonable fatigue management standards.

## **20.3 Additional Hours / Overtime**

### **20.3.1 Rate**

- (a) All time worked in excess of the nominated work cycle hours or (for work other than shift work), outside of the span of ordinary hours of work, will be paid as overtime at the following rates:
  - Monday to Saturday - at the rate of time and a half for the first two (2) hours and at the rate of double time thereafter.
  - All time worked on Sunday will be paid at the rate of double time.
- (b) All overtime worked by shift workers will be paid at the rate of double time.

### **20.3.2 Recall**

- (a) An Employee recalled to work overtime after leaving Site on any day, Monday to Friday, will be paid for a minimum of four (4) hours' work at the appropriate rate including travel if the Employee is required to travel at their own costs, for each time the Employee is recalled.
- (b) Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full four (4) hours if the job/s the Employee was recalled to perform are completed with a shorter time.
- (c) This recall will not be regarded as overtime for the purposes of clause 20.3.3 when the actual time worked is less than four (4) hours on the recall or on each of the recalls.

### **20.3.3 Rest Period**

- (a) An Employee who works overtime will have at least a ten (10) hour rest period between the end of one day or shift and the commencement of work on the next day or shift.
- (b) If, on the instructions of the Employer, the Employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee will be paid at the rate of double time until he or she is released from duty for a ten (10) hour rest period. The Employee will then be entitled to be absent without loss of pay for ordinary hours occurring during the ten (10) hour rest period.
- (c) In the case of shift workers, eight (8) hours will be substituted for ten (10) hours when overtime is worked:
  - (1) for the purpose of changing shift rosters; or
  - (2) to provide coverage for a shift worker who has not reported for work; or
  - (3) where Employees have mutually agreed to swap shifts.

### **20.3.4 Meal Allowance**

- (a) In the circumstances where an Employee is required to work more than two (2) hours of overtime in a single day, Monday to Friday, a payment of \$15.00 for meals will be made, except in the circumstances as stated in clause 20.3.4(b). An Employee working two (2) hours or less of overtime is not eligible for this payment.

- (b) Employees who are in receipt of board and accommodation, or the full living away from home allowance described in clause 16.2 will not be entitled to the meal allowance described in clause 20.3.4(a).
- (c) An Employee required to work more than two (2) hours of overtime in a single day, Monday to Friday, will be entitled to a paid crib break of twenty (20) minutes or be paid twenty (20) minutes at the overtime rate of time and a half.

#### 20.4 Meal Breaks and Rest Pauses

- (a) The Employer will schedule the work day on Monday through Friday so that it is divided into three (3) periods separated by two (2) work breaks. One twenty (20) minute break will be paid, and the other thirty (30) minute break will be unpaid. The Employer may stagger the time of taking meal and rest breaks to meet operational requirements.

#### 20.5 Shift Work

- (a) The nominal ordinary hours of shift work (whether continuous or not) will be an average of 38 hours per week from Monday to Sunday inclusive over a work roster cycle.
- (b) **Day shift** means any shift commencing on or after 6:00am and before 3:00pm.
- (c) **Early morning shift** means any shift commencing on or after 4:00am and before 6:00am.
- (d) **Night shift** means any shift commencing on or after 3:00pm and before 4:00am.

##### 20.5.1 Shift Allowances

- (a) Day shift (not day work) - Base Hourly Rate
- (b) Early morning shift -
  - (1) Base Hourly Rate plus a flat shift loading of 20% - only applicable on hours worked between 4:00am and 6:00am.
  - (2) This shift loading commences at 4:00am and ceases at 6:00am – it is not payable outside of those hours and is only applicable to Employees who commence work between those hours.
- (c) Night shift
  - (1) Continuous Night Shift
 

An Employee who works on a night shift which does continue for at least five (5) successive night shifts or for at least thirty-eight (38) ordinary hours will be paid a flat shift loading of 20% on all ordinary hours worked.
  - (2) Non-Continuous Night Shift
 

An Employee who works on a night shift which does not continue for at least five (5) successive night shifts or for at least thirty-eight (38) ordinary hours will be paid a flat shift loading of 50% on all ordinary hours worked.
  - (3) In considering whether shifts are continuous or not, public holidays, weekends and RDOs will not be taken to break the successive nature of shifts.
- (d) Shift Penalties – Overtime: All night shift overtime will be paid at the rate of double time.
- (e) Shift loadings apply only to the Base Hourly Rate and is not applicable to any other allowances.
- (f) Notice of the commencement of shift work must be at least forty-eight (48) hours, other than in emergencies, or unless otherwise agreed.

#### 20.6 Inclement Weather

- (a) Approach to inclement weather

The Parties will collectively work towards the minimisation of the lost time due to inclement weather. Further to this, the Parties undertake to adopt the following principles with regards to inclement weather and the idle time inclement weather creates:



- (1) All Parties will adopt a reasonable approach as to what constitutes inclement weather.
- (2) Work will continue in periods of inclement weather where it has been determined that it is safe to do so. The Employer will issue wet weather and appropriate PPE where appropriate.
- (3) The relevant Supervisor (or nominee) in conjunction with the Employees and when appropriate, the Safety Representative, will assess the weather conditions and where necessary, after consultation with the Site Manager, transfer to other work activities or training.
- (4) Employees will accept transfer to an area not affected by inclement weather where work is available provided the work is within the Employee's skill, competence and training.
- (5) Where useful work is not available, the use of non-productive time will be utilised for activities such as skill development, safety training, presentation and participating in learning, planning and reprogramming of the Works or any other utilisation of non-productive time as the Employer may reasonably require.
- (6) Where the weather remains inclement to the degree that useful work is not able to be performed and no skill development as per clause 20.6(5) may be undertaken the provisions of clause 20.6(b) will apply.

(b) Payment

(1) Monday to Friday

When work (including wet weather activities) ceases or cannot commence because of inclement weather, Employees will continue to be paid in accordance with this Agreement but must remain at their Works Site until released by the Employer's Site manager. If, at any time during the day, information available from the Meteorological Bureau indicates the inclement weather will continue, the Employer may release Employees for the remainder of the day.

(2) Saturday and Sunday

When work ceases or cannot commence because of inclement weather, Employees (other than casual Employees) will continue to be paid in accordance with this Agreement. Such Employees will be paid for the hours they are required to remain at the Works with a minimum payment of four (4) hours.

(3) Cancellation of Saturday and Sunday Work

- (i) During periods of inclement weather, Employees will, if required, continue to report for work on Saturdays and Sundays as per the pattern of normal hours for the Works.
- (ii) The Employer may decide to cancel Saturday and Sunday work which would normally be exposed to the inclement weather if they decide those hours will not be sufficiently productive because of inclement weather.
- (iii) To effect this cancellation the Employer will post a signed notice on a designated notice board (or boards) no later than 1:30pm on Friday afternoon. It is the Employee's responsibility to check this board (or boards) for such a notice.
- (iv) Employees working in dry situations will continue to work normal Saturday and Sunday hours. It is the Employer's responsibility to inform those Employees who it considers to be working in dry situations.

(c) Stand Down in the Event of Inclement Weather

The following will apply when, in the event of inclement weather, the Employer stands down Employees (other than casual Employees):

(i) Each Employee who:

- at the commencement of the inclement weather has reported for work and remains at work until otherwise directed by the Employer, and
  - following the 'all clear', resumes normal duty in accordance with the direction of the Employer,
- will be paid for the thirty-eight (38) ordinary hours that occurred during the stand down.

(ii) Any Employee who, on any day during the inclement weather stand down:

- is required for work and is requested to do so by the Employer, and
- is not willing or available to work when so requested,



- is not entitled to payment for that day.
- (iii) After the 'all clear' is given, Employees will be notified by the Employer of:
- the time at which normal operations are to resume, and
  - the time at which Employees are to resume work,
- and an Employee who does not present for work at the time referred to in subparagraph (2) above will not be entitled to payment for the time 'stood down', but instead will only be entitled to payment for actual time worked.
- (iv) Where, on the day following the resumption of normal operations or on any subsequent day, an Employee cannot because of damage caused to the Works by inclement weather be usefully employed, the Employer may release the Employee.
- (d) Where an Employee (other than a casual Employee) is not able to perform any work at any location because of inclement weather, the Employee will receive payment at the Base Hourly Rate for ordinary hours as follows: payment for lost time due to inclement weather is subject to a maximum of thirty-two (32) hours pay in any four (4) week period for each Employee. Payment is subject to adherence to the terms of this clause:
- (i) If an Employee commences employment during a four (4) week period, the Employee will be credited with;
- a. 32 hours where the Employee commences on any working day within the first week;
  - b. 24 hours where the Employee commences on any working day within the second week;
  - c. 16 hours where the Employee commences on any working day within the third week; and
  - d. eight (8) hours where the Employee commences on any working day within the fourth week in a four week period.
- (ii) The first four (4) week period will be deemed to commence on the first Monday after the commencement of the Agreement and subsequent periods will commence at four (4) weekly periods thereafter.
- (iii) An Employee working on a part-time basis will be entitled to payment on a part-time basis according to the number of ordinary hours agree to be worked for the four (4) week period.
- (e) Casual Employees who present ready for work at the commencement of work time and remain willing and ready to work and are unable to undertake work due to inclement weather conditions will receive a minimum of four (4) hours payment for the day. If the Employer notifies the casual Employee a minimum one (1) hour before the arranged commencing time that they are not required due to inclement weather, then the casual Employee will not receive any payment for that day.
- (f) Any dispute arising from the application of this clause will be resolved in accordance with the dispute resolution process in this Agreement.

## 21.0 Leave Entitlements and Public Holidays

### 21.1 Annual Leave

This clause excludes casual Employees.

#### 21.1.1 Entitlement

- (a) A full-time Employee is entitled to four (4) weeks of paid annual leave for each year of service in accordance with the NES.
- (b) A part-time Employee is entitled to a pro rata amount of four (4) weeks of paid annual leave for each year of service in accordance with the NES according to their ordinary hours of work.
- (c) For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shift worker means a Continuous Shift Worker as defined in clause 4.10 of this Agreement.
- (d) Periods of annual leave will be exclusive of any public holiday that occurs during the period.
- (e) Where management of the Company has approved an accrual of annual leave up to eight (8) weeks and the Employee elects, to cash out up to 50% of the accrued leave entitlement, the Company's management can

approve the transaction provided that the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave falling below four (4) weeks. The election to cash out annual leave must be in writing from the Employee and endorsed by the Company's management. In cashing out any approved annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

### **21.1.2 Rate of Pay for Annual Leave**

Annual leave will be paid at the Base Hourly Rate for ordinary hours. At the Employee's discretion, this may be paid to the Employee either immediately prior to the leave or at the normal weekly pay periods during the leave.

### **21.1.3 Calculation of Annual Leave Pay**

Annual leave will be paid at the Employee's Base Hourly Rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments) plus an amount equal to 17.5% of the amount payable for the period of annual leave.

### **21.1.4 Taking of Annual Leave**

The taking of annual leave will be subject to mutual agreement, subject to clause 21.1.6, and at times convenient to the operational requirements of the Employer.

### **21.1.5 Payment on Termination**

Accrued and unused annual leave is paid on termination of employment.

### **21.1.6 Close Down**

Where the Employer closes down the enterprise, or part of it, for the purpose of allowing annual leave to all or the majority of the Employees in the enterprise or part concerned, the following provisions will apply:

- (a) The Employer will provide affected Employees not less than twenty-eight (28) days' notice of intention to close down all or part its enterprise, or any shorter period of notice as agreed between the Employer and a majority of relevant Employees.
- (b) The Employer will provide notice of a close down period to any Employee who is engaged after the notice is given under clause 21.1.6(a) and who will be affected by the close down, as soon as reasonably practicable after the Employee is engaged.
- (c) The Employer may direct an Employee to take a period of paid annual leave to which the Employee has accrued an entitlement during a close down period.
- (d) An Employee who does not have sufficient annual leave to cover all of a close down period will be required to take leave without pay for any period of a close down for which the Employee does not have sufficient annual leave accrued.
- (e) The Employer may close down the enterprise or part of the enterprise for separate periods for the purpose of granting annual leave.

## **21.2 Personal/Carer's Leave**

This clause excludes casual Employees.

### **21.2.1 Entitlement**

- (a) A full-time employee is entitled to 10 days of paid personal/carers leave for each year of service in accordance with the NES.
- (b) Part-time Employees are entitled to pro rata amount of 10 days of paid personal/carers leave each year of service in accordance with the NES according to their ordinary hours of work.
- (c) Personal/carers leave will be paid at the Employee's Base Hourly Rate of pay for ordinary hours for the period of personal/carers leave.
- (d) An Employee will not be entitled to be paid personal/carers leave for more ordinary hours than the Employee would have worked on that day.
- (e) The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration that the Employee was unable to work because of injury or personal illness.

- (f) Casual Employees are not entitled to paid personal/carer's leave.

### **21.2.2 Deduction from Personal /Carer's Leave Credits**

Personal/carer's leave debits will be equivalent to the ordinary hours an Employee would have worked had they not been on paid personal/carer's leave.

### **21.2.3 Personal /Carer's Leave Cumulative**

Paid personal/carer's leave will accumulate from year to year.

### **21.2.4 Continuity of Employment**

Continuity of employment for paid personal/carer's leave accumulation is not broken by absence from work on leave granted by the Employer; or the termination or standing down of the Employee for any period not exceeding three (3) months, provided that the Employee is re-employed by the Employer. However, such period of absence or stand down will not count as service.

### **21.2.5 Carer's Leave**

An eligible Employee may use accrued paid personal/carer's leave in accordance with the NES to tend to the care for sick or injured members of the Employee's Immediate Family or household or help during an emergency. The leave will be subject to the Employee providing reasonable proof of the need for the use of carer's leave. In circumstances where the Employee has exhausted all of their paid leave personal/carer's entitlement, a further two (2) days unpaid carer's leave may be taken in accordance with the NES for each permissible occasion. Casual Employees are entitled to unpaid carer's leave in accordance with the NES.

## **21.3 Parental Leave**

Employees are entitled to parental leave in accordance with the NES.

## **21.4 Compassionate Leave**

- (a) An Employee may take two (2) days of compassionate leave per each occurrence in accordance with the NES when
- (i) a member of the Employee's Immediate Family or household:
    - (I) contracts or develops a personal injury or illness that poses a serious threat to their life; or
    - (II) dies; or
  - (ii) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
  - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b) Clause 21.4(a)(iii) does not apply:
- (i) if the miscarriage results in a stillborn child; or
  - (ii) to a former spouse, or former de facto partner, of the Employee.
- (c) An Employee may take compassionate leave for each occasion as:
- (i) a single continuous two (2) day period or
  - (ii) two (2) separate periods of one (1) day each or
  - (iii) any separate periods to which the Employee and the Employer agree.
- (d) Full-time and part-time Employees are entitled to paid compassionate leave to the equivalent of two (2) days of ordinary hours per each occurrence in accordance with the NES. This is in addition to personal leave. For casual Employees, compassionate leave is unpaid.

## **21.5 Long Service Leave**

- (a) Employees are entitled to long service leave in accordance with the relevant State or Territory legislation. The Employer will ensure that any registration necessary for the purposes of portable long service schemes will be undertaken.

- (b) So as to prevent double dipping of long service entitlements, this clause will not apply to an ongoing Employee of the Employer who is transferred or seconded to a Project covered by this Agreement and returns to an ongoing position with the Employer; such transferring does not break their employment tenure.

## 21.6 Public Holidays

- (a) Employees are entitled to public holidays in accordance with the NES. In accordance with the NES, the following are public holidays:
- (i) 1 January (New Year's Day);
  - (ii) 26 January (Australia Day);
  - (iii) Good Friday;
  - (iv) Easter Monday;
  - (v) 25 April (Anzac Day);
  - (vi) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - (vii) 25 December (Christmas Day);
  - (viii) 26 December (Boxing Day);
  - (ix) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations 2009* (Cth) from counting as a public holiday.
- (b) Any Employee required to work on a public holiday nominated herein will be paid at the rate of double time and a half for all time so worked. Double time and a half will mean time and a half in addition to the Employee's Base Hourly Rate.
- (c) It will be available for the Employer, with the agreement of an individual Employee, to substitute a public holiday for another day and the prescriptions of this clause will apply to the substituted day.
- (d) Where a permanent Employee who has been employed continuously for two (2) weeks and whose employment is terminated by the Employer or stood down during December; and that Employee is re-employed by the Employer at any time before the end of January in the following year; the Employee will be paid for the public holidays of Christmas Day, Boxing Day and New Year's Day when those days occur during the period of the termination or standing down.

## 22.0 Additional Terms

### 22.1 Severability

It is the intention of the Parties that this Agreement contains only permitted matters under the Act. The severance of any term of this Agreement that is, in whole or in part, of no effect by virtue of the operation of section 253 of the Act will not be taken to affect the binding force and effect of the remainder of the Agreement. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

### 22.2 Posting of Agreement and Notices

A true copy of this Agreement will be exhibited in a conspicuous and convenient place on the premises of the Company and on every Employee's worksite so as to be easily read by Employees.

23.0 Signatures

Signed by:

Date:

\_\_\_\_\_  
(Name)

(Title)

(Address)

Sun Engineering (Qld) Pty Ltd

Witnessed by:

Date:

\_\_\_\_\_  
(Name)

(Title)

(Address)

Signed by:

Date:

\_\_\_\_\_  
(Name)

(Title)

(Address)

Employee Representative

Witnessed by:

Date:

\_\_\_\_\_  
(Name)

(Title)

(Address)