



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Dawsons Engineering (N.Q.) Pty Ltd
(AG2022/5339)

DAWSONS ENGINEERING ENTERPRISE AGREEMENT 2022

Building, metal and civil construction industries

DEPUTY PRESIDENT EASTON

SYDNEY, 19 JANUARY 2023

Application for approval of the Dawsons Engineering Enterprise Agreement 2022.

[1] Dawsons Engineering (N.Q.) Pty Ltd (**the Employer**) has made an application for the approval of the *Dawsons Engineering Enterprise Agreement 2022* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] I note that Clause 2.5.2 – Termination of Employment by the Employee and Clause 4.5.2 – Public Holidays are potentially inconsistent with the National Employment Standards (NES). Noting the NES Precedence Clause at 1.3.3 and the undertaking provided by the Employer, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 January 2023. The nominal expiry date of the Agreement is 19 January 2027.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

Matter number: AG2022/5339

Applicant: Dawsons Engineering (N.Q.) Pty Ltd (**Employer**)

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Sharon Rose Dawson, Chief Executive Officer, have the authority given to me by Dawsons Engineering (N.Q.) Pty Ltd (**Employer**) to give the following undertakings with respect to the *Dawsons Engineering Enterprise Agreement 2022 (Agreement)*:

1. Clause 2.5.2 of the Agreement is read subject to any limitations on the Employer’s right to withhold monies owing to an Employee on termination of employment under the National Employment Standards.
2. With respect to clauses 4.5.2(a), 5.7.2(a), 7.6.2(a) and 8.5.2 of the Agreement, is read subject to the National Employment Standards permitting the substitution of particular public holidays by agreement between the Employer and an individual employee.
3. If an employee covered by the Agreement in the Building and Construction Stream is employed continuously (inclusive of public holidays) for five (5) shifts Monday to Friday and works a shift that commences at or after 11:00 pm and before 4:30 am, the employee will be paid the employee’s applicable Ordinary Hourly Rate plus 50% for the duration of that shift.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	11.1.23
For and on behalf of the Employer by:	Sharon Rose Dawson
Signature:	
Witness name:	DAMIEN GILGENTI
Witness signature:	

DAWSONS.COM.AU

<p>CAIRNS</p> <p>50 GREENBANK ROAD STRATFORD 4870 PHONE 07 4058 5200 FAX 07 4058 5280</p>	<p>TOWNSVILLE</p> <p>2 DESMA COURT MOUNT LOUISA 4814 PHONE 07 4759 0100 FAX 07 4759 0199</p>	<p>MT ISA</p> <p>2 NORTHBRIDGE ROAD MT ISA 4825 PHONE 0438 718 137 FAX 07 4058 5280</p>	<p>WEIPA</p> <p>4 ARTHUR COURT TRUNDING 4374 PHONE 07 4058 5200 FAX 07 4058 5280</p>
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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Fair Work Act 2009 – Chapter 2, Part 2-4

DAWSONS ENGINEERING ENTERPRISE AGREEMENT 2022

PART 1 - PRELIMINARY

1.1 TITLE

This Single Enterprise Agreement is the Dawsons Engineering Enterprise Agreement 2022 (*“the Agreement”*).

1.2 ARRANGEMENT

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1.3 PARTIES BOUND AND COVERAGE

1.3.1 This Agreement is binding on the “Parties” being,

- (a) **Dawsons Engineering (N.Q.) Pty Ltd** (hereinafter referred to as the “*Employer*” or “*the Company*” or “*Dawsons*”)

AND

- (b) **The Employees** of Dawsons Engineering (N.Q.) Pty Ltd for whom classifications are prescribed herein (hereinafter referred to as the “*Employees*”).

1.3.2 Where the term “Parties” is used in this Agreement it refers to the Parties identified in this clause.

1.3.3 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.

1.4 OPERATIVE DATE AND DURATION

1.4.1 This Agreement commences operation from the date being seven (7) days after the date of the approval by the Fair Work Commission (FWC). The nominal expiry date for this Agreement is the date being four (4) years from the date of the Approval by the FWC.

1.5 ACCESS TO THE ENTERPRISE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

1.5.1 The Employer will make copies of this Agreement and the NES available to all Employees to whom the Agreement applies.

1.6 AWARD RELATIONSHIP AND COVERAGE

1.6.1 This Agreement replaces all Modern Awards including the following, (excepting for Classification Descriptors in clause 3.2.7 which references the relevant Award Schedules – Classifications and specific Allowances in clause 3.6 of this Agreement):-

- (a) Manufacturing and Associated Industries and Occupations Award 2020 [MA000010];
- (b) Mining Industry Award 2020 [MA000011];
- (c) Building and Construction General On-Site Award 2020 [MA000020];

(d) Professional Employees Award 2020 [MA000065]; and

(e) Clerks – Private Sector Award 2020 [MA000002].

1.6.2 Also it will replace any industrial instrument or any variations thereto that purports to apply to all or any Employees of the Employer.

1.6.3 This Agreement covers Dawsons Engineering (N.Q.) Pty Ltd, throughout Australia:

- in the manufacturing and associated industries and occupations industry;
- in the mining industry (other than the Black Coal Mining Industry);
- in the on-site building, engineering and civil construction industry;
- engaged wholly or principally in professional engineering and professional scientific duties; and
- engaged wholly or principally in clerical work, including administrative duties;

in respect of work by its Employees engaged in the classifications in this Agreement.

1.7 DAWSONS PURPOSE AND OBJECTIVES

1.7.1 Purpose

This Agreement will assist the Employer to:

- (a) effectively, competitively, safely and profitably meet the needs of client and associated entities, through the delivery of products and services that demonstrate:
- Customer focus;
 - Empowerment of our people;
 - Team work and integration;
 - Celebrating success and learning quickly from our mistakes;
 - Solution finding not problem seeking;
 - Responsive and decisive action;
 - Ethical business practice;
 - The knowledge, imagination, skills, integrity, teamwork, wellbeing and development of its people; and
 - ability to understand and fulfil customer needs.
- (b) enhancing value for our owners;
- (c) strive to hire and retain the best people, by providing an exciting and rewarding place to work.
- (d) provide its Employees with skills and competencies and improvement opportunities to meet its business and customer needs.

1.7.2 No Employee will have their rate of pay for their current position and site and roster reduced only because of the commencement of this Agreement.

1.8 CONSULTATION TO ACHIEVE FLEXIBILITY

1.8.1 The Parties to this Agreement are committed to maximising the effectiveness of the Employer's business by ensuring that flexibility is maximised for the benefit of all. Specific measures to ensure that this occurs include:-

- (a) open communication to assist in the identification of obstacles to superior service and operation;
- (b) measures to monitor the effectiveness of this Agreement and its operation;
- (c) the Parties to this Agreement agree that open communication is the ability for the Employee and the Employer to speak without fear of retribution.

1.9 CONSULTATION OVER MAJOR CHANGE

1.9.1 The model consultation clause in SCHEDULE A applies.

1.10 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

1.10.1 The Employee acknowledges their common law obligation to not set up or engage in private business or undertake other employment in direct or indirect competition with the Employer using information, or materials gained during the course of employment under this Agreement.

1.11 AGREEMENT SUPPLEMENTS COMMON LAW OBLIGATIONS

1.11.1 The Parties to this Agreement acknowledge that this Agreement supplements the contractual obligations that apply to an Employee, and which do not form a part of this Agreement.

1.12 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

1.12.1 The model flexibility clause in SCHEDULE B applies.

1.13 WORKPLACE ARRANGEMENTS – REMUNERATION OPTIONS

1.13.1 The Parties to this Agreement are committed to flexible work practices to meet the requirements of the Employer and the client.

1.13.2 Workplace arrangements include the hours of work or the roster, detailing days to be worked, commencement times and places, breaks and ceasing times.

1.13.3 Subject to this Agreement the Employer, at its discretion, may determine what workplace arrangements should apply. Workplace arrangements may vary from job/site to job/site.

1.13.4 The Employer, and an Employee may mutually agree on the way in which the Employee will be remunerated in satisfaction of the terms of this Agreement. Alternative Remuneration

Arrangements include:

- (a) Agreement Base Rate Terms (Base Hourly Rate plus all applicable penalties, loadings, overtime and relevant allowances under this Agreement); or
- (b) Aggregate Annualised Salary (that includes the Base Hourly Rate and applicable penalties, loadings, overtime and allowances); or
- (c) Loaded Rate plus Specified Penalties (that includes the Base Hourly Rate and applicable allowances plus Specified Penalties loadings or overtime); or
- (d) All Inclusive Flat Rate, (that includes the Base Hourly Rate and penalties, loadings, overtime and allowances), paid as hourly or daily or weekly or fortnightly or monthly; or
- (e) Any combination of (a) or (b) or (c) or (d) as determined by the Employer.

Subclauses (b) to (e) do not apply to Apprentices and Trainees.

1.13.5 Where an Alternative Remuneration Arrangement (an arrangement under clause 1.13.4(b) to (e)) is paid, the Employer must advise the Employee in writing of the amount that is payable and which of the provisions of this Agreement will be satisfied by way of the Alternative Remuneration Arrangement.

1.13.6 Alternative Remuneration Arrangement not to Disadvantage Employees:

- (a) The amount paid under Alternative Remuneration Arrangement overall must be no less than the amount the Employee would have received overall under clause 1.13.4(a) of this Agreement for the work performed over the specified period for which Alternative Remuneration Arrangement is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The amount paid under the Alternative Remuneration Arrangement of the Employee must be reviewed by the Employer to ensure that the compensation is no less than clause 1.13.4(a) having regard to the Agreement provisions which are satisfied by the payment of the amount under the Alternative Remuneration Arrangement.
- (c) A review under clause 1.13.6(b) will be undertaken
 - (i) at commencement of this Agreement for each roster operating under the relevant Alternative Remuneration Arrangement in clause 1.13.4(b) to (e):
or
 - (ii) For each new roster when it is introduced; or
 - (iii) On a quarterly basis (or at termination if it occurs sooner), if the Employee requests in writing a pay reconciliation between the Agreement Base Rate Terms and the Alternative Remuneration Arrangement.
- (d) Where a request for a reconciliation is made under clause 1.13.6(c)(iii), the Employer will provide a copy to the Employee concerned for the period 13 weeks

prior to the request.

- (e) Where it is not overall the same or better for the work performed over the specified review period for which the Alternative Remuneration Arrangement is paid, the Employer will pay the difference in the next pay period.

1.13.7 Base Hourly Rate for Employees on Alternative Remuneration Arrangements

- (a) For the purposes of the NES, the base rate of pay of an Employee receiving a payment under an Alternative Remuneration Arrangement in accordance with clause 1.13.4, comprises the portion of the pay equivalent to the relevant Base Hourly Rate in clause 3.3 of this Agreement and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 ENGAGEMENT

2.1.1 Employees may be engaged on a full time or part time or fixed term/task or casual basis provided that the nature of the employment contract is specified at the time of an engagement.

2.1.2 In relation to engagement, the Employer will provide in writing to the Employee the following:-

- (a) a position descriptor (excepting a Casual Employee);
- (b) the status of the position, whether it is full time or part time or fixed term / fixed task or casual employment;
- (c) the remuneration arrangement in accordance with clause 1.13 and the rates of pay as calculated by the Employer in accordance with this Agreement,
- (d) any other terms and conditions of employment relevant to the position; and
- (e) the terms of the probationary period in accordance with this Agreement.

2.1.3 Full time Employment

- (a) A full-time Employee is an Employee who is engaged to work an average of 38 ordinary hours per week averaged over a period of twenty-six (26) weeks.

2.1.4 Part Time Employment

- (a) A part-time Employee is an Employee who:
 - (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- (b) For each ordinary hour worked, a part-time Employee will be paid no less than the Base Hourly Rate for the relevant classification in clause 3.3 of this Agreement.
- (c) The Employer must inform a part-time Employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate in accordance with clause 4.4.
- (d) For Clerical Admin Stream Employees, the Employer must provide seven (7) days' notice of any change in ordinary hours. Changes to the number of hours to be worked, or to the times at which the Employee will start and finish work each day, must be agreed in writing between the Employer and Employee.

- (e) Other than Mining Stream Employees, Building and Construction Stream Employees and Professional Stream Employees, the minimum rostered hours for a part-time Employee will be three (3) consecutive hours on any shift.

2.1.5 Fixed Term / Fixed Task Employment

- (a) A fixed term employee or a fixed task employee may be either a full time employee (clause 2.1.3) or a part time employee (clause 2.1.4) as determined by the Employer provided that the “term” has a commencement date and a ceasing date, or the “task” is specified to advise the fixed task employee that the “task” ceases at the completion of the “task”.
- (b) A fixed term employee or a fixed task employee can have no expectation of continuing employment. A fixed term or task employee is not entitled to a period of notice at termination.

2.1.6 Casual Employment

- (a) A person is a Casual Employee of the Employer if:
 - (i) an offer of employment made by the Employer to the person is made on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (ii) the person accepts the offer on that basis; and
 - (iii) the person is an Employee as a result of that acceptance.
- (b) A Casual Employee is one engaged and paid as such. A Casual Employee’s ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the Employer, averaged over a period of 26 weeks.
- (c) Casual Employees will be paid at the Base Hourly Rate applicable to the Employee’s classification in clause 3.3 for a full-time and part-time Employee plus a loading of 25% of that rate.
- (d) The casual loading is paid instead of paid annual leave, paid personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full- time or part-time employment.
- (e) Other than Mining Industry Employees, Casual Employees are entitled to a minimum payment of:
 - (i) Engineering, Manufacturing and Fabrication Stream - four (4) consecutive hours;
 - (ii) Building and Construction Stream - four (4) consecutive hours;

- (iii) Professional Employees Stream - two (2) consecutive hours; and
- (iv) Clerical and Site Support Stream - three (3) consecutive hours;
work at the appropriate rate.
- (f) In relation to engagement for a Casual Employee, the Employer must provide the following:-
 - (i) an Employee Assignment Form for the relevant site or task; and
 - (ii) the pay arrangement and the rates of pay as determined by the Employer in accordance with this Agreement.
- (g) Offers and requests for conversion from casual employment to full-time or part-time employment are now provided for in the NES.

2.2 PROBATIONARY PERIOD

- 2.2.1 All new Employees (excepting Casual Employees) will be subject to a probationary period of six (6) months, during which time termination of employment may be effected by either party giving one (1) weeks' notice or payment/forfeiture in lieu. The requirement for one (1) weeks' notice or payment/forfeiture in lieu shall not apply in the case of summary dismissal for serious or gross misconduct.

2.3 DISPUTE RESOLUTION PROCEDURE

- 2.3.1 The Parties agree to undertake all necessary steps to ensure that any grievance, dispute or matter in this Agreement likely to create a dispute will be dealt with promptly and resolved wherever possible by consultation, mediation, conciliation or arbitration. In the case of a grievance and/or a dispute, relating to:

- (a) a matter arising under the Agreement; or
- (b) the NES;

the Parties agree to implement and adhere to the following procedure as outlined in the subclauses below.

- 2.3.2 At all stages of the dispute resolution process the Employee will have the right to be represented by a person of the Employee's choice and the Employee may raise any issue/s either directly with the Employer or through the Employee's representative. At all stages, the Employee will have the right to have the person in attendance, as either the Employee's representative or as a witness/support person or in attendance in the capacity as both a representative and witness/support person.

2.3.3 Resolving dispute at workplace level

The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level. Note: This may involve an affected Employee first discussing the matter in dispute with their supervisor, then with more senior management.

2.3.4 **Where dispute cannot be resolved at workplace level**

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

2.3.5 The Fair Work Commission may deal with the dispute in two (2) stages.

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, by mediation, conciliation, expressing an opinion or making a recommendation, and
- (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties provided that an appeal may be made against the decision; any outcome determined by the Fair Work Commission (or a third party) cannot be inconsistent with legislative obligations or the National Code of Tendering and Performance of Building Work (Building Code 2016) or any replacement.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009, including appeal powers.

2.3.6 Under the procedures in this clause:

- (a) An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their 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.

2.3.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

2.4 **TERMINATION OF EMPLOYMENT**

2.4.1 Notice of termination of employment by either the Employer or the Employee is covered by the NES in the *Fair Work Act 2009*.

2.4.2 The Employer will, in the event of termination of employment, provide upon request, to the Employee who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the Employee.

2.4.3 Termination of Employment by the Employer-

(a) In order to terminate the employment of an Employee, the Employer shall give the following notice:-

Period of Continuous Service	Period of Notice
Casual Employee only	1 day
Employee during the probation period (first six months) or less than one (1) year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(b) Excepting a Casual Employee, in addition to the notice in paragraph (a) above, Employees over 45 years of age at the time of giving notice and with not less than two years' continuous service, will be entitled to an additional one (1) weeks' notice.

(c) Payment in lieu of notice must be made if the appropriate notice is not given. The employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the Employee; and
- (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under any specific agreement between the Employer and the Employee

(e) The period of notice in these paragraphs (a) to (d) will not apply in the case of dismissal for serious or gross misconduct or other grounds that justify instant dismissal or in the case of a Casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or tasks.

2.4.4 Job Search Entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

2.4.5 Serious or Gross Misconduct

In instances of serious or gross misconduct, the Employer may terminate the Employee summarily.

Serious or gross misconduct includes, but is not limited to:-

- Stealing, fraud, assault or other criminal behaviour;
- Driving/controlling a heavy vehicle/equipment with a Blood Alcohol Level greater than zero;
- The Employee being intoxicated at work or being drunk or under the influence of drugs, in that the Employee's faculties are so impaired that the Employee is unfit to be entrusted with the Employee's duties or with any duty that the Employee may be called upon to perform;
- Misuse or wilful neglect of plant and equipment;
- Sexual harassment and other offensive or harassing behaviour;
- Not carrying out health and safety obligations.
- Conduct by the Employee that causes imminent and serious risk to—
 - (i) a person's health or safety; or
 - (ii) the reputation, viability or profitability of the Employer's business;
- Wilful or deliberate behaviour by the Employees that is inconsistent with the continuation of the employment contact;
- The Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's employment contract.

2.5 TERMINATION OF EMPLOYMENT BY THE EMPLOYEE

2.5.1 The notice of termination required to be given by an Employee will be the same as that required of the Employer at clause 2.4.3(a), save and except that there will be no additional notice based on the age of the Employee concerned.

2.5.2 If an Employee fails to give notice, the Employer will have the right to withhold monies due to the Employee with the maximum amount equal to the relevant period of the notice.

2.6 REDUNDANCY

2.6.1 Where the Employer makes a decision regarding major change under clause 1.9 of this Agreement and the decision leads to loss of employment, then this Redundancy clause 2.6 shall apply.

2.6.2 Redundancy entitlements will only be paid in accordance with an entitlement to redundancy payments as provided by the NES and in accordance with this clause where the terms of this clause are more beneficial to the Employee.

2.6.3 Where there is an entitlement to redundancy pay in accordance with the NES (s119 of the *Fair Work Act 2009*), this table shall prevail:

Redundancy pay period

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

2.6.4 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former Ordinary Hourly Rate and the Ordinary Hourly Rate for the number of weeks of notice still owing.

2.6.5 Employee Leaving during Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

2.6.6 Job Search Entitlement

(a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day time off without loss of pay during the notice period for the purpose of seeking other employment.

(b) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at

the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (c) This entitlement applies instead of clause 2.4.4.

2.6.7 Other Redundancy Arrangements

For employees in the Building and Construction stream, the redundancy payment scheme of the Award will apply (including where the Employer at its discretion, contributes to the Building Employees Redundancy Trust (B.E.R.T.) or other approved Redundancy Trust, and the maximum contribution is \$115.50 per week per nominated Employee) and clause 2.6.3 does not apply.

2.7 ABANDONMENT OF EMPLOYMENT

Subject to the relevant notice provisions where applicable:-

- (a) Where the Employee fails to attend work and the Employee does not notify the Employer of the non-attendance, the Employer will make at least two (2) attempts to locate the Employee to establish the Employee's whereabouts or employment intentions. Each attempt made by the Employer to contact the Employee will be documented and such attempts will be made within a period of three (3) days.
- (b) Where the Employer has not located the Employee after a period of three (3) days and where the Employee has not notified the Employer, the Employee can be deemed to have abandoned their employment and any monies owing can be forwarded to the last known address of the Employee.
- (c) This clause applies subject to any rights the employee may have under *the Fair Work Act 2009* for unfair dismissal.

2.8 WORK ALLOCATION – EMPLOYEE ASSIGNMENT FORM

- 2.8.1 Where a letter of offer of employment does not provide for the Employee's position or where work allocation will be variable, the Employer may issue an Employee Assignment Form.
- 2.8.2 The Employee Assignment Form will detail the Employer / Employee relationship, in accordance with clause 2.1, and details such as the workplace where the Employee is to undertake the duties of the position. Additionally, the Employee Assignment Form may detail flexible terms and conditions of Employment in accordance with clause 1.13.
- 2.8.3 The Employee Assignment Form will detail the Employee pay arrangement that prevails at the workplace or applies to the Employee, such as:-
 - (a) Agreement Base Rate Terms (Base Hourly Rate plus all applicable penalties, overtime and relevant allowances); or
 - (b) Aggregate Annualised Salary; or
 - (c) A Loaded Rate plus Specified Penalties; or

- (d) All Inclusive Flat Rate paid as Hourly or Daily or Weekly or Fortnightly or Monthly;
or
- (e) Any combination of (a) or (b) or (c) or (d) as determined by the Employer.

Subclauses (b) to (e) do not apply to Apprentices or Trainees.

2.9 JOB ROTATION AND MULTISKILLING

- 2.9.1 In recognition of the operational and efficiency requirements of the Employer and to create more varied and interesting work, it is a condition of employment that Employees perform duties and functions for which they have the skills and training to perform. As the training of Employees increases, additional tasks and functions may be required to be performed subject to the operational needs of the enterprise at all times.
- 2.9.2 Subject to clauses 2.9.3 and 2.9.4 of this clause below, Employees who work at higher grade duties will be paid at the Base Hourly Rate for the higher grade for the time worked at those higher grade duties.
- 2.9.3 Where Employees request to perform work in a lower grade they will be paid at the rate appropriate for that lower grade for the hours worked at that lower grade.
- 2.9.4 For Employees in the Engineering, Manufacturing and Fabrication Stream and the Building and Construction Stream, Employees performing higher duties for more than 2 hours will be paid for the whole day at the higher rate.

2.10 TRAINING AND EDUCATION

- 2.10.1 The Parties will co-operate in ensuring that appropriate training and cross skilling is available and training, when directed by the Employer, will be provided at the expense of the Employer.
- 2.10.2 Accordingly, the Parties commit themselves to
 - (a) developing a more highly skilled and flexible workforce to meet client demands;
 - (b) providing Employees with career opportunities through appropriate training to acquire additional skills to meet client demands; and
 - (c) removing barriers to the utilisation of skills acquired.
- 2.10.3 The Employer will develop appropriate training programs to facilitate skill enhancement based on the following procedures:
 - (a) Training must comply with the criteria and guidelines established by the Employer;
 - (b) All Employees will have access to training provided that the training is also relevant to the Employee's position or career path as determined by the Employer and approved by the Employer;

- (c) The Employee will not suffer any loss of ordinary pay if training is undertaken on the job provided it is during the ordinary hours of work of the Employee; and
- (d) Where off-the-job training is required by the Employer, an Employee attending such training programs will be entitled to be paid at their Ordinary Hourly Rate when the training is conducted in normal work hours. Time for off-the-job- training conducted outside of normal ordinary time work hours generally will not be paid unless:
 - (i) it is otherwise prior approved at the discretion of the Employer; or
 - (ii) the Employer directs the training to be undertaken and it is carried out by the Employee outside normal hours when it will be paid at overtime rates

Such time outside ordinary time will not be regarded as time worked for the purposes of annual leave, personal leave or long service leave accruals.

2.11 STAND DOWN PROVISIONS

2.11.1 The Employer may stand down any Employee without pay on any day, or for part of any day, on which the Employee cannot be usefully Employed because of:-

- (a) any industrial action (other than industrial action organised or engaged in by the Employer); or
- (b) a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown; or
- (c) any stoppage of work for any cause for which the Employer cannot reasonably be held responsible.

2.11.2 A cause, as stated in 2.11.1(c) may be, in the reasonable opinion of the Employer, the weather conditions which are deemed to make it unsafe for the Employee to commence or continue work on that day.

2.11.3 The Employer may, instead of a stand down, reassign the Employee to other jobs or job sites to perform work as directed by the Employer.

2.11.4 A stand down does not break the continuity of employment of the Employee for the purpose of any entitlements.

2.12 PAYMENT OF REMUNERATION

2.12.1 The Employer will pay the Employee's wages or salary weekly, or if agreed by an Employee at a frequency of no longer than monthly.

2.12.2 Subject to the *Fair Work Act 2009* (Cth), an Employer may deduct from any amount required to be paid to an Employee under this Agreement the amount of any overpayment of wages or allowances.

2.13 EXTRA RATES NOT CUMULATIVE

2.13.1 The extra rates in this Agreement, except rates prescribed in clause 3.6.1(c) - Special Rates

and rates for work on public holidays, are not cumulative so as to exceed the maximum of double Ordinary Hourly Rates.

PART 3 – DEFINITIONS, CLASSIFICATIONS, REMUNERATION AND SUPERANNUATION

3.1 DEFINITIONS

3.1.1 **“All Inclusive Flat Rate”** without limiting clause 1.13.4, may comprise an all-inclusive flat hourly rate or an all-inclusive flat weekly rate or an all-inclusive flat monthly rate in satisfaction of any of the following provisions of this Agreement:

Clause 3.3.3 or clause 3.3.4 or clause 3.3.5 or clause 3.3.6 or clause 3.3.7–
Remuneration

Clause 3.6.1 or clause 3.6.2 or clause 3.6.3 or clause 3.6.4 or clause 3.6.5
Allowances (where applicable)

Part 4 or Part 5 or Part 6 or Part 7 or Part 8 – Ordinary time, Overtime and Penalty
Rates

Clause 9.1.3 – Annual Leave Loading (where applicable)

as prescribed that would normally be incurred over a specified period. No additional payments will be made for the aforementioned provisions.

3.1.2 **“Aggregate Annualised Salary”** without limiting clause 1.13.4, may comprise an annualised (all inclusive) salary in satisfaction of any of the following provisions of this Agreement:

Clause 3.3.3 or clause 3.3.4 or clause 3.3.5 or clause 3.3.6 or clause 3.3.7–
Remuneration

Clause 3.6.1 or clause 3.6.2 or clause 3.6.3 or clause 3.6.4 or clause 3.6.5
Allowances (where applicable)

Part 4 or Part 5 or Part 6 or Part 7 or Part 8 – Ordinary time, Overtime and Penalty
Rates

Clause 9.1.3 – Annual Leave Loading (where applicable)

as prescribed that would normally be incurred over a specified period. No additional payments will be made for the aforementioned provisions.

3.1.3 **“Base Hourly Rate”** means, for the purposes of this Agreement, the rate of pay payable to an Employee in accordance with clauses 0 to 0 of this Agreement for their ordinary hours of work, but not including any loadings, allowances, overtime or penalty rates.

3.1.4 **“Building and Construction”** means, for the purposes of this Agreement, the construction, alteration, extension, restoration, repair, demolition or dismantling of buildings, structures or works that form, or are to form, part of land, whether or not the buildings, structures or works are permanent and maintenance of such buildings, structures or works; site clearance, earth-moving, excavation, site restoration, landscaping and the provision of car

parks and other access works associated with the activities within this clause; and the installation in any building, structure or works of fittings and services.

3.1.5 **“Casual Employee”** means an employee engaged on an hourly basis, other than a full time, part time or fixed term / fixed task employee, in accordance with clause 2.1.6.

3.1.6 **“Civil construction”** means

- (a) the construction, repair, maintenance or demolition of:
 - civil and/or mechanical engineering projects;
 - power transmission, light, television, radio, communication, radar, navigation, observation towers or structures;
 - power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries;
 - silos; and/or
 - sports and/or entertainment complexes;
- (b) road making and the manufacture or preparation, applying, laying or fixing of bitumen emulsion, asphalt emulsion, bitumen or asphalt preparations, hot pre-mixed asphalt, cold paved asphalt and mastic asphalt;
- (c) the prefabrication and installation of geomembranes, geotextiles and appurtenances;
- (d) dredging or sluicing work for or at premises provided for persons mentioned in or in connection with work under building and construction;
- (e) batch plants and precast yards at a construction site in or in connection with work under building and construction;
- (f) traffic management in or in connection with work under building and construction;
- (g) construction and/or establishment of landscape gardens in or in connection with work under building and construction, provided that this Agreement does not apply to the:
 - maintenance or horticultural establishment work following practical completion of work as specified under the terms of the construction contract or project; and/or
 - laying-out, construction, cultivation or keeping in order of gardens in connection with private houses;
- (h) the industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in building and construction;
- (i) car parks excepting car park buildings and car parks within the alignment of a building; and
- (j) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto.

3.1.7 **“Clerical work”** means and includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard and attending a reception desk and administrative duties of a clerical nature.

3.1.8 **“Engineering, Manufacturing and Fabrication Stream”** means the three broad engineering

streams recognised within the classification definitions set out in this Agreement, namely, electrical/electronic, mechanical and fabrication. The streams are defined as the:

- (a) **electrical/electronic stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems, equipment and controls, such as electrical wiring, motors, generators, PLCs and other electronic controls, instruments, refrigeration, telecommunications, radio and television, and communication and information processing.
- (b) **mechanical stream** which includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments and refrigeration, and the use of related computer controlled equipment, such as Computer Numeric Controlled machine tools.
- (c) **fabrication stream** which includes fabrication in all materials, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing and sheet metal work and the use of related computer controlled equipment.

3.1.9 **“Grade”** means the identification of a group or groups of work function/s as required by operational requirements. Employee skills and competencies will be assessed in terms of a Grade recognising the Employee’s ability to perform those functions. Employees will be assigned to a Grade, as determined by the Employer. A Grade may include any one or more functions designed in any lower Grade at any time if required.

3.1.10 **“Individual Flexibility Arrangement”** means an arrangement agreed in writing between the Employer and an individual Employee in accordance with clause 1.12 of this Agreement headed “Individual Flexibility Arrangements”.

3.1.11 **“Loaded Rate plus Specified Penalties”** without limiting clause 1.13.4, may comprise Ordinary Hourly Rate and applicable allowances and annual leave loading in satisfaction of the following provisions of this Agreement:

Clause 3.3.3 or clause 3.3.4 or clause 3.3.5 or clause 3.3.6 or clause 3.3.7–
Remuneration

Clause 3.6.1 or clause 3.6.2 or clause 3.6.3 or clause 3.6.4 or clause 3.6.5
Allowances (where applicable)

Part 4 or Part 5 or Part 6 or Part 7 or Part 8 – Ordinary time only

Clause 9.1.3 – Annual Leave Loading (where applicable)

The Specified Penalties being overtime and/or Saturday penalties and/or Sunday penalties and/or public holiday penalties will be paid in accordance with the roster in satisfaction of

the following provisions of this Agreement within Part 4 or Part 5 or Part 6 or Part 7 or Part 8 – Overtime and Penalty Rates as prescribed that would normally be incurred over a specified period. No additional payments will be made for the aforementioned provisions.

- 3.1.12 **“National Employment Standards or NES”** means the National Employment Standards as contained in sections 59 to 131 (inclusive) of the *Fair Work Act 2009*.
- 3.1.13 **“Ordinary Hourly Rate”** means, for the purposes of this Agreement, the pay payable to an Employee for his or her ordinary hours of work plus applicable allowances in accordance with this Agreement.
- 3.1.14 **“Reasonable Additional Hours”** means those reasonable additional hours, worked in excess of an average 38 ordinary hours per week, as required by the Employer to be worked to meet operational requirements, provided that those hours are worked in accordance with section 62(3) of the *Fair Work Act 2009*. In determining whether additional hours are reasonable or unreasonable, the parties agree to refer to the factors listed in section 62(3) of the NES.
- 3.1.15 **“Shiftworker”** is defined in each stream.
- 3.1.16 **“Standard Rate”** means the Base Hourly Rate for a DE Engineering Gd C10 Employee in clause 3.3.3 of \$25.26 per hour (being \$959.88 per week where the weekly Standard Rate is used for the allowances in the Mining Stream and the Clerical Admin Stream or referred to in the Building and Construction Stream allowances).
- 3.1.17 **“Work Cycle”** means a roster cycle made up of working and non-working days.

3.2 GRADE DESCRIPTORS AND CLASSIFICATION STRUCTURE DESCRIPTORS

- 3.2.1 Employees will be classified and paid accordingly to the Grade Descriptors as referenced in this Agreement. The descriptors identify the broad distinguishing outcomes required to be evident in the application of the Employees’ Skills and Competencies within each Grade.
- 3.2.2 The Employer at its discretion may assign job titles or functions to a Grade based on the descriptors, such titles or functions are not necessarily complete and are indicative only.
- 3.2.3 As the business/es of the Employer grow/s or develop further, job titles may be classified and added provided that the competency levels required to carry out the functions are commensurate the descriptors within each Grade.
- 3.2.4 In each of the classifications under this Agreement, Employees acknowledge the Base Hourly Rate includes recognition of:
- (a) perform work in a fully flexible manner as reasonably required by the Employer and in accordance with the Employee’s ability and competence;
 - (b) acquire any skills as reasonably requested by the Employer and, where necessary,

undertake required training and assist with the training of others; and

- (c) use such tools and equipment as may be required, subject to the limit of the Employee's skills and competence and provided that the Employee has been properly trained in the use of such tools and equipment.

3.2.5 An Employee can progress through the classification levels subject to:

- (a) possessing the applicable skills for the level; and
- (b) a vacant position being available and being required by the Employer to perform work at that level;
- (c) progression will be subject to assessment and availability of a position in all cases and the Employee being appointed by the Employer.

3.2.6 **Classification Groups**

(a) **Engineering, Manufacturing and Fabrication Stream**

(i) An Engineering, Manufacturing and Fabrication Services Employee is designated as such by the Employer and performs all tasks as directed by the Employer which include but are not limited to:

- apprentice Boilermaker;
- apprentice Fitter;
- apprentice Diesel Fitter;
- labourer;
- dogman;
- rigger;
- boilermaker;
- fitter and turner;
- diesel fitter;
- instrument fitter;
- motor mechanic;
- refrigeration mechanic;
- blaster painter;
- painter;
- draughtsperson;
- estimator;
- crane driver;
- crane operator;
- electrician;
- scaffolder;
- pipe welder (including poly);
- safety advisor / work health and safety officer;
- truck Driver.

(b) **Mining Industry (Functional Areas) Stream**

(i) Mining Industry Services Employees

(A) A Mining Industry Services Employee is designated as such by the Employer and performs all tasks as directed by the Employer which include but are not limited to:

- labouring;
- gardening;
- assisting work crews and tradespersons;
- scaffolding;
- operation of plant and equipment (including mobile plant), cranes (driving & operating) and gantries;
- dogman and rigger;
- maintenance work on plant, equipment or buildings;
- performance of general plant, stores, workshop, warehouse, packaging;
- marine interface tasks;
- resource assessment (including prospecting, drilling and exploration);
- preparing and cleaning equipment and materials;
- on site catering, cleaning, laundry and security;
- work health and safety;
- supervision.

(B) This classification group also encompasses work performed by Laboratory Assistants, who do not hold tertiary qualifications.

(ii) Mining Industry Surface Mining and Haulage Employees

(A) A Mining Industry Surface Mining and Haulage Employee is designated as such by their Employer and performs all tasks as directed by their Employer which include but are not limited to:

- open cut mining activities (including labouring, sampling, spotting);
- operating all forms of mining industry plant and equipment (including mobile plant);
- operating equipment used in the transportation handling and loading (or discharge) of ores, metals, minerals and/or product (including rail activities);
- all tasks associated with drilling and blasting.

(iii) Mining Industry Processing Employees

(A) A Mining Industry Processing Employee is designated as such by the Employer and performs all tasks as directed by the Employer which include but are not limited to:

- operating and adjusting all plant equipment (and associated control panels) utilised in mining industry production, processing, smelting and refining operations;

- issuing clearances and permits as required;
- work health and safety;
- Supervision.

(iv) Mining Industry Underground Mine Employees

(A) A Mining Industry Underground Mine Employee is designated as such by their Employer and performs all tasks as directed by their Employer which include but are not limited to:

- underground mining activities (including labouring, sampling, drilling, blasting, mine ventilation, ground control and shaft activities);
- and operation and maintenance of underground mining plant and equipment (including mobile plant);
- confined space sentry.

(v) Mining Industry Maintenance Trades Employees

(A) A Mining Industry Maintenance Trades Employee is designated as such by the Employer, performs all tasks on the surface or underground as directed by the Employer and is trade qualified which include but are not limited to:

- building services – electrical, plumbing, roofing, bricklaying, concreting, carpentry and painting;
- mechanical services;
- maintenance of plant and vehicles;
- fabrication – fitter and turner, boilermaker;
- projects coordination;
- supervision.

(c) **Building and Construction Stream**

(i) A Building and Construction Services Employee is designated as such by the Employer and performs all tasks as directed by the Employer which include but are not limited to:

- apprentice carpenter;
- labourer;
- bricklayer;
- carpenter;
- concreter;
- painter;
- plumber;
- roofer;
- construction Supervisor/Manager;
- vinyl layer.

(d) **Professional Stream**

(i) A Professional Services Employee is designated as such by the Employer and

performs all tasks as directed by the Employer which include but are not limited to:

- laboratory assistant who holds tertiary qualifications;
- professional engineer;
- professional Employee;
- project manager;
- manager.

(e) **Support and Site Stream**

(i) A Support and Site Services Employee is designated as such by the Employer and performs all tasks as directed by the Employer which include but are not limited to:

- undertaking clerical and administration work (primarily clerical / administration stream);
- cultural awareness;
- site representation;
- Financial Controller;
- designing, leading and conducting training;
- supervision / manager.

3.2.7 Classification Descriptors

(a) **Engineering, Manufacturing and Fabrication Stream**

Agreement Classification	Classification Descriptor
DE Engineering C14	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.3.
DE Engineering C13	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.4.
DE Engineering C12	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.5.
DE Engineering C11	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.6.
DE Engineering C10	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.7.
DE Engineering C 9	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.8.
DE Engineering C 8	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.9.
DE Engineering C 7	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.10.
DE Engineering C 6	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.11.
DE Engineering C 5	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.12.
DE Engineering C 4	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.13.
DE Engineering C 3	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.14.
DE Engineering C 2(a)	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.15.
DE Engineering C 2(b)	Refer to the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010], Schedule A - Classification Structure and Definitions, clause A.4.16.
DE Engineering C 1	Professional Engineers and Professional Scientists are covered by the Professional Employees Stream as contained in this Agreement

(b) Mining Stream

Agreement Classification	Classification Descriptor
DE Mining - Intro	Refer to the Mining Industry Award 2020 [MA000011], Schedule A – Classification Definitions and Structure, clause A.3.1 - Introductory.
DE Mining Gd 1	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.2 - Basic.
DE Mining Gd 2	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.3 - Intermediate.
DE Mining Gd 3	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.4 - Competent.
DE Mining Gd 4	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.5 - Advanced.
DE Mining Gd 5	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.6 - Advanced Specialist.
DE Mining Gd 6	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.7 - Dual Trade.
DE Mining Gd 7	Refer to the Mining Industry Award 2020 [MA000011], Schedule A - Classification Definitions and Structure, clause A.3.8 - Dual Trade Instrument Technician.

(c) Building and Construction Stream

Agreement Classification	Classification Descriptor
DE CW/EWC 1 LEVEL a	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.1 - Commencement.
DE CW/EWC 1 LEVEL b	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.1 - After 3 months.
DE CW/EWC 1 LEVEL c	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.1 - After 12 months.
DE CW/EWC 1 LEVEL d	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.1 - Fulfilling requirements.
DE CW/EWC 2	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.2.
DE CW/EWC 3	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.3.
DE CW/EWC 4	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.4.
DE CW/EWC 5	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.5.
DE CW/EWC 6	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.6.
DE CW/EWC 7	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.7.
DE CW/EWC 8	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.8.
DE CW/EWC 9	Refer to the Building and Construction General On-site Award 2020 [MA000020], Schedule A - Classifications Definitions, clause A.2.9.

(d) **Professional Employees Stream**

Agreement Classification	Classification Descriptor
DE Professional Gd 1	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.1 and A.1.2, Pay Point 1.1, 3 year.
DE Professional Gd 2	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.1 & A.1.2, Pay Point 1.1, 4/5 year.
DE Professional Gd 3	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.2, Pay Point 1.2.
DE Professional Gd 4	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.2, Pay Point 1.3.
DE Professional Gd 5	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.2, Pay Point 1.4
DE Professional Gd 6	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.7, Level 2 Experienced Professional
DE Professional Gd 7	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.9, Level 3, Professional.
DE Professional Gd 8	Refer to the Professional Employees Award 2020 [MA000065], Schedule A - Classification Structure and Definitions, clause A.1.11, Level 4, Professional.

(e) **Support and Site/Clerical Admin Stream**

Agreement Classification	Classification Descriptor
DE Support GD 1(a)	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.2, Level 1 - Year 1.
DE Support GD 1(b)	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.2, Level 1 - Year 2.
DE Support GD 1(c)	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.2, Level 1 - Year 3.
DE Support GD 2(a)	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.3, Level 2 - Year 1.
DE Support GD 2(b)	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.3, Level 2 - Year 2.
DE Support GD 3	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.4, Level 3.
DE Support GD 4	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.6, Level 4.
DE Support GD 5	Refer to the Clerks - Private Sector Award 2020 [MA000002], Schedule A - Classifications Structure and Definitions A.7, Level 5.

3.3 REMUNERATION

3.3.1 Base Hourly Rate

- (a) The Base Hourly Rate is the applicable rate set out for Full Time or Part Time Employees in the relevant classification in clauses 0 to 0 below.
- (b) Casual Employees receive the Base Hourly Rate, plus the casual default loading of 25% in lieu of paid annual leave, paid personal leave, redundancy and period of notice as outlined in the column entitled 'DE Casual CompanyBase Hourly Rate' in the table at clauses 0(a), 0(a), 0(a), 3.3.6(a) and 0(a).

3.3.2 Remuneration – Rates of Pay

- (a) The applicable Base Hourly Rate that the Employee will be paid for the job (project) to be undertaken will be stated in either the Employee's letter of offer of

employment, the Employee's Employee Assignment Form, the workplace arrangement or any Individual Flexibility Arrangement as applies to the Employee.

3.3.3 ENGINEERING, MANUFACTURING AND FABRICATION STREAM - Agreement Base Hourly Rates

(a) Prescribed Base Hourly Rates for an Adult Employee:

Classification Engineering, Manufacturing & Fabrication	Award Hourly MA000010	Award Weekly MA000010	DE Full Time & Part Time Company Base Hourly Rate	DE Casual Company Base Hourly Rate (inclusive of 25% casual loading)
DE Engineering Gd C14	\$ 21.38	\$ 812.60	\$ 21.80	\$ 27.26
DE Engineering Gd C13	\$ 21.97	\$ 834.80	\$ 22.41	\$ 28.01
DE Engineering Gd C12	\$ 22.77	\$ 865.20	\$ 23.22	\$ 29.03
DE Engineering Gd C11	\$ 23.52	\$ 893.60	\$ 23.99	\$ 29.98
DE Engineering Gd C10	\$ 24.76	\$ 940.90	\$ 25.26	\$ 31.57
DE Engineering Gd C 9	\$ 25.54	\$ 970.40	\$ 26.05	\$ 32.56
DE Engineering Gd C 8	\$ 26.31	\$ 999.90	\$ 26.84	\$ 33.55
DE Engineering Gd C 7	\$ 27.02	\$ 1029.40	\$ 27.56	\$ 34.45
DE Engineering Gd C 6	\$ 28.39	\$ 1,078.70	\$28.95	\$ 36.19
DE Engineering Gd C 5	\$ 28.97	\$ 1,100.80	\$ 29.55	\$ 36.93
DE Engineering Gd C 4	\$ 29.74	\$ 1,130.30	\$ 30.4	\$ 37.92
DE Engineering Gd C 3	\$ 31.30	\$ 1,189.50	\$ 31.93	\$ 39.91
DE Engineering Gd C 2(a)	\$ 32.08	\$ 1,219.20	\$ 32.73	\$ 40.91
DE Engineering Gd C 2(b)	\$ 33.49	\$ 1,272.50	\$ 34.16	\$ 42.70

3.3.4 **MINING INDUSTRY STREAM - Agreement Base Hourly Rates**

(a) Prescribed Base Hourly Rates for an Adult Employee:

Classification Mining Industry	Award Hourly MA000011	Award Weekly MA000011	DE Full Time & Part Time Company Base Hourly Rate	DE Casual Company Base Hourly Rate (inclusive of 25% casual loading)
DE Mining - Intro	\$ 23.05	\$ 875.71	\$ 23.51	\$ 29.38
DE Mining Gd 1	\$ 24.09	\$ 915.31	\$ 24.57	\$ 30.71
DE Mining Gd 2	\$ 24.95	\$ 947.91	\$ 25.44	\$ 31.80
DE Mining Gd 3	\$ 25.68	\$ 975.71	\$ 26.19	\$ 32.74
DE Mining Gd 4	\$ 27.33	\$ 1038.61	\$ 27.88	\$ 34.85
DE Mining Gd 5	\$ 29.05	\$ 1103.91	\$ 29.63	\$ 37.04
DE Mining Gd 6	\$ 30.43	\$ 1,156.31	\$ 31.04	\$ 38.80
DE Mining Gd 7	\$ 31.63	\$ 1,201.81	\$ 32.26	\$ 40.32

3.3.5 BUILDING AND CONSTRUCTION STREAM - Agreement Base Hourly Rates

(a) Prescribed Base Hourly Rates for an Adult Employee:

Classification Building and Construction	Award Hourly MA0000 20	Award Weekly MA000020	DE Full Time & Part Time Company Base Hourly Rate	DE Casual Company Base Hourly Rate (inclusive of 25% casual loading)
DE CW GD 1 LEV a	\$ 23.61	\$ 897.16	\$ 24.38	\$ 30.48
DE CW GD 1 LEV b	\$ 24.05	\$ 913.86	\$ 24.83	\$ 31.04
DE CW GD 1 LEV c	\$ 24.36	\$ 925.66	\$ 25.15	\$ 31.44
DE CW GD 1 LEV d	\$ 24.78	\$ 941.46	\$ 25.57	\$ 31.97
DE CW GD 2	\$ 25.25	\$ 959.36	\$ 26.05	\$ 32.57
DE CW GD 3	\$ 26.87	\$ 1,020.93	\$ 27.71	\$ 34.63
DE CW GD 4	\$ 27.65	\$ 1,050.53	\$ 28.50	\$ 35.63
DE CW GD 5	\$ 28.42	\$ 1,080.13	\$ 29.30	\$ 36.62
DE CW GD 6	\$ 28.21	\$ 1,071.96	\$ 29.08	\$ 36.35
DE CW GD 7	\$ 28.98	\$ 1,101.26	\$ 29.86	\$ 37.33
DE CW GD 8	\$ 30.57	\$ 1,161.83	\$ 31.49	\$ 39.36
DE CW GD 9	\$ 30.16	\$ 1,145.96	\$ 31.06	\$ 38.83

(b) The rates in clause 3.3.5(a) prescribe the applicable Base Hourly Rate only. The payment of additional allowances is required by other clauses of this Agreement in respect of both weekly and hourly payments. For the Ordinary Hourly Rate calculations, see clause 3.3.5(d) of this Agreement.

(c) CW refers to construction workers in the general building and construction and civil construction summarised in this Agreement as the Building and Construction Stream. Engineering construction workers in the metal and engineering construction are provided for in this Agreement under the Engineering, Manufacturing and Fabrication Stream.

(d) Ordinary Hourly Rate Calculations

(i) Weekly Hire Building and Construction Employees (including Casual Employees)

The Ordinary Hourly Rate will be calculated by adding the amounts prescribed in:

- clause 3.3.5(a) – Minimum Wages;
- clause 3.6.3(b)(i)– Industry Allowance;

and, where applicable

- clause 3.6.3(a)(i) – Tool and Employee Protection allowance;
- clause 3.6.3(b)(ii) – Underground Allowance;
- clause 3.6.3(b)(x)– Air Conditioning industry and Refrigeration Industry Allowances;
- clause 3.6.3(b)(xi) – Electrician’s Licence Allowance; and
- clause 3.6.3(b)(xii) – In Charge of Plant Allowance

and dividing the total by 38.

(e) Presenting for Work but not Required

- (i) This clause does not apply to Casual Employees.
- (ii) A new Employee, if engaged and presenting for work to commence employment and not being required, will be entitled to at least eight (8) hours’ work or payment therefore at Ordinary Hourly Rate, plus the appropriate allowance prescribed by clause 3.6.3(e) – Fares and Travel Patterns Allowance.

(f) Mobile Cranes Capacity Adjustment Formula

- (i) For each additional 40 tonnes over a maximum lifting capacity of 100 tonnes, an amount of \$22.58 per week must be added to the Base Hourly Rate for DE CW Gd 5 and above.

(g) Piece Work Rates

- (i) The Employer and an Employee may agree to remunerate the Employee in whole or in part by piece rates, instead of (in whole or in part) the rates and allowances provided for in this Agreement.
- (ii) The agreement must be made without coercion or duress.
- (iii) The Employer must record a piece rate agreement made under this clause in writing and provide a copy to the Employee and must keep the agreement as a time and wages record.
- (iv) The piece rate agreement must set out the following information:
 - (A) the parties to the agreement;
 - (B) the date the agreement commences to operate; and

- (C) the basis on which the piece rate payment is made and how piecework will be measured.
- (v) An Employee working under a piece rate agreement must:
 - (A) be paid no less than the amount to which the Employee would have been entitled to receive under the rates and allowances prescribed by this Agreement if the piece rate agreement had not been made; and
 - (B) not disadvantage the Employee in relation to their terms and conditions of employment.
- (vi) For the purpose of the NES, the base rate of pay for a pieceworker is the base rate of pay as defined in the NES.
- (vii) For the purpose of the NES, the full rate of pay for a pieceworker is the full rate of pay as defined in the NES.
- (viii) An agreement made under this sub-clause may be terminated by written agreement between the Employer and the Employee or by either party giving four (4) weeks' notice in writing to the other party and the agreement will cease to operate at the end of the notice period.

3.3.6 PROFESSIONAL EMPLOYEE STREAM – Agreement Base Hourly Rates

(a) Prescribed Base Hourly Rates for an Adult Employee:

Classification Professional Employees	Award Level Hourly Wages MA000065	Award Annual Wages MA000065	DE Professional Full Time & Part Time Company Base Hourly Rate	DE Professional Casual Company Base Hourly Rate (inclusive of 25% casual loading)
DE Professional Gd 1	\$ 28.34	\$56,180.00	\$ 28.91	\$ 36.13
DE Professional Gd 2	\$ 29.07	\$57,619.00	\$ 29.65	\$ 37.06
DE Professional Gd 3	\$ 29.55	\$58,586.00	\$ 30.14	\$ 37.68
DE Professional Gd 4	\$ 30.78	\$61,026.00	\$ 31.40	\$ 39.24
DE Professional Gd 5	\$ 32.34	\$64,117.00	\$ 32.99	\$ 41.23
DE Professional Gd 6	\$ 33.43	\$66,277.00	\$ 34.10	\$ 42.62
DE Professional Gd 7	\$ 36.54	\$72,432.00	\$ 37.27	\$ 46.59
DE Professional Gd 8	\$ 41.21	\$81,693.00	\$ 42.03	\$ 52.54

3.3.7 SUPPORT AND SITE EMPLOYEES (Clerical and Administration Stream)

(a) Prescribed Base Hourly Rates for an Adult Employee:

Classification Support and Site Employees (Includes Clerical/Administration)	Award Hourly MA000002	Award Weekly MA000002	DE Full Time & Part Time Company Base Hourly Rate	DE Casual Company Base Hourly Rate (including 25% casual loading)
DE Support Gd 1(a)	\$ 22.67	\$ 861.40	\$ 23.12	\$ 28.90
DE Support Gd 1(b)	\$ 23.74	\$ 902.10	\$ 24.21	\$ 30.27
DE Support Gd 1(c)	\$ 24.47	\$ 929.90	\$ 24.96	\$ 31.20
DE Support Gd 2(a)	\$ 24.76	\$ 940.90	\$ 25.26	\$ 31.57
DE Support Gd 2(b)	\$ 25.22	\$ 958.30	\$ 25.72	\$ 32.16
DE Support Gd 3	\$ 26.15	\$ 993.80	\$ 26.68	\$ 33.34
DE Support Gd 4	\$ 27.46	\$ 1,043.60	\$ 28.01	\$ 35.02
DE Support Gd 5	\$ 28.58	\$ 1,086.00	\$ 29.15	\$ 36.44

3.4 APPRENTICES, TRAINEES, JUNIORS AND SUPPORTED WAGE EMPLOYEES

3.4.1 Unless otherwise specifically stated in this Agreement all terms and conditions of Apprentices, Trainees, Juniors and Supported Wage Employees will be in accordance with the applicable modern award. The applicable Base Hourly Rate will be at least 2% greater than the applicable modern award.

3.5 SUPERANNUATION

3.5.1 Superannuation legislation

- (a) The Employer is covered by Superannuation provisions, referred to in the relevant award.
- (b) Individual Employees generally have the opportunity to choose their own compulsory superannuation fund. If an Employee does not choose a superannuation fund, the superannuation fund nominated in this Agreement applies.

3.5.2 Employer contributions

- (a) The Employer must make such superannuation contributions to a complying superannuation fund for the benefit of an Employee of 10.5% of the Employee's Ordinary Time Earnings (OTE) or if it is higher, as prescribed by the relevant Award.

3.5.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 3.5.2.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses 3.5.3(a) or 3.5.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 3.5.3(a) or 3.5.3(b) was made.

3.5.4 Superannuation fund

- (a) The Employer is required to make the superannuation contributions provided for in clause 3.5.2 to the Employees' nominated complying fund, their complying stapled fund, or if neither is applicable, to Australian Retirement Trust as the default superannuation fund, or its successor:
- (b) Provided that where an Employee nominates a complying fund, such as BUSS(Q), the Employer contribution will not be greater than the applicable SGC percentage (currently 10.5%) of the Employee's OTE.

3.6 ALLOWANCES

3.6.1 Engineering, Manufacturing and Fabrication Stream Allowances

(a) The following allowances apply for all purposes of the Engineering, Manufacturing and Fabrication Stream of this Agreement:

(i) Leading Hands

(A) A leading hand in charge of three or more people must be paid an allowance of:

In charge of	Rate
3–10 Employees	\$1.10 per hour extra
11–20 Employees	\$1.65 per hour extra
more than 20 Employees	\$2.10 per hour extra

(ii) Tool allowance—tradespersons and apprentices

(A) Except as provided elsewhere in clause 3.6.1(a)(ii), a tradesperson must be paid \$16.76 per week extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

(B) The allowance in clause 3.6.1(a)(ii)(A) does not apply to an Employer who had a practice as at 5 November 1979 of providing all tools required by a tradesperson or an apprentice in the performance of their work. Such an Employer is entitled to continue this practice.

(C) In relation to the Employer not referred to in clause 3.6.1(a)(ii)(B), such the Employer may reach agreement with an individual tradesperson or apprentice to provide all of the tools required in the performance of their work. In such circumstances, the tool allowance is not payable.

(D) The allowance in clause 3.6.1(a)(ii)(A) applies to an apprentice on the same percentage basis as set out in Column 1 of clause 21.5 of the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010].

(E) The Employer is to provide for the use of a tradesperson or an apprentice all necessary power tools, special purpose tools, precision measuring instruments and, for a sheet metal worker, snips used in the cutting of stainless steel, monel metal and similar hard metals.

(F) A tradesperson or apprentice is to replace or pay for any tools

supplied by their Employer which are lost as a result of negligence on the part of the Employee.

(iii) Tool allowance—carpenter or joiner (in the Engineering, Manufacturing and Fabrication Stream):

(A) A carpenter or joiner in engineering, manufacturing or fabrication must be paid a tool allowance of \$31.72 per week extra.

(iv) Application of technical computing equipment

(B) An Employee in the technical field who is required to use technical computing equipment to perform work of a complex nature must be paid \$48.65 per week extra that the allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid.

(C) **Technical computing equipment** means computer hardware (including personal computers, microcomputers, mini computers or mainframe computers) using software and/or engineering applications (including design, engineering, planning or data base programs) which are used for drafting, planning, quality control, machine programming, NC programming and engineering analysis.

(D) **Work of a complex nature** includes:

- the application of new concepts in their field of work, including the use of three dimensional projections; or
- the development of specialised programs for technical computing applications; or
- system development, including the evaluation of existing and alternative systems ancillary software and/or hardware; or
- the provision of training on the system for users, including the development and evaluation of self-learn and/or teaching methods or software packages.

(v) Supervisor/Trainer/Coordinator—Technical

(E) A Supervisor/Trainer/Coordinator—Technical, who is responsible primarily for the exercise of skills in the technical field up to the level of their skill and competence and who is additionally involved in the supervision/training of other technical Employees must be paid not less than 107% of the Base Hourly Rate applicable to the Employee's technical classification.

(b) Other Allowances

(i) Vehicle Allowance

- (A) An Employee who reaches agreement with the Employer to use their own motor vehicle on the Employer's business, must be paid \$0.91 per kilometre travelled.
- (ii) First Aid Allowance
 - (A) An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid 2% of the Standard Rate per hour extra if appointed by their Employer to perform first aid duty.
- (iii) Meal Allowance
 - (A) Refer to clause 4.4.13 of this Agreement.
- (iv) Damage to Clothing, Spectacles, Hearing Aids and Tools
 - (A) Compensation must be made by the Employer to an Employee to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The Employer's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the Employee's duties. Compensation is not payable if an Employee is entitled to workers compensation in respect of the damage.
 - (B) Where an Employee as a result of performing any duty required by the Employer, and as a result of negligence of the Employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the Employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.
- (v) Case Hardened Prescription Lenses
 - (A) The Employer who requires an Employee to have their prescription lenses case hardened must pay for the cost of such case hardening.
- (vi) Protective Clothing and Equipment Allowance
 - (A) Where an Employee is directed to wear additional protective clothing and equipment the Employer must reimburse the Employee for the cost of purchasing such special clothing and equipment unless the clothing and equipment is paid for by the Employer.
- (c) Special Rates

- (i) Subject to clauses 3.6.1(c)(ii)(A) and (ii)(B), the following special rates must be paid to an Employee including an apprentice and a junior:
- (ii) **Special Rates Not Cumulative**
 - (A) Where more than one of the disabilities set out in this clause 3.6.1(c) entitles an Employee to extra rates, the Employer must pay only one rate, namely the highest rate for the applicable disabilities.
 - (B) Clause 3.6.1(c)(ii)(A) does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.
- (iii) **Special Rates Are Not Subject to Penalty Additions** The special rates in this clause 3.6.1(c) must be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.
- (iv) **Cold Places**
 - (A) An Employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 2.8% of the Standard rate per hour extra. In addition, where the work continues for more than two hours, the Employee is entitled to 20 minutes rest after every two hours work without loss of pay.
- (v) **Hot Places**
 - (A) An Employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	Amount of the Standard rate
Between 46 and 54 degrees Celsius	2.9% per hour extra
In excess of 54 degrees Celsius	3.8% per hour extra
 - (B) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the Employee is entitled to 20 minutes rest after every two hours work without loss of pay.
 - (C) The temperature is to be determined by the supervisor after consultation with the Employee who claims the extra rate.
- (vi) **Wet Places**
 - (A) An Employee working in any place where their clothing or boots

become saturated by water, oil or another substance, must be paid 2.9% of the Standard rate per hour extra. Any Employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

- (B) Clause 3.6.1(c)(iv)(A) does not apply to an Employee who is provided by the Employer with suitable and effective protective clothing and/or footwear.

(vii) Confined Spaces

- (A) An Employee working in a confined space must be paid 3.8% of the Standard rate per hour extra.

(viii) Dirty Work

- (A) Where an Employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature, the Employee must be paid 2.9% of the Standard rate per hour extra.
- (B) Where an Employee and supervisor agree that certain ship repair work is of an unusually dirty or offensive nature, the Employee must be paid 3.8% of the Standard rate per hour extra.

(ix) Height Money

- (A) An Employee other than a linesperson, linesperson's assistant, rigger and splicer, engaged in the construction, erection, repair and/or maintenance as the case may be, of ships, steel frame buildings, bridges, gasometers or other structures at a height in each case of 15 metres or more directly above the nearest horizontal plane is to be paid 2.1% of the Standard rate per hour extra.

(x) Meat digesters and oil Tanks

- (A) An Employee working on repairs in oil tanks or meat digesters must be paid 2.9% of the Standard rate per hour extra. An Employee engaged on such work for more than half of a day or shift must be paid the special rate for the whole day or shift.

(xi) Sanitary Works

- (A) An Employee working in a sanitary works must be paid 2% of the Standard rate per hour extra.

(xii) Boiler Repairs

- (A) An Employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid 2.1% of the Standard rate per hour extra
 - (B) An Employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks must be paid 7.4% of the Standard rate per hour extra while working inside such a boiler.
- (xiii) Underground Mine Work
- (A) A Manufacturing or Fabrication Electrician in this stream working underground in a mine will be paid 12% of the Standard rate extra. Generally, an Electrician working in a mine site will be Employed in accordance with the Mining Industry Stream under this Agreement.
- (xiv) Explosive Powered Tools
- (A) An Employee required to use explosive powered tools must be paid 7.5% of the Standard rate per day extra. Where an hourly rate is required, it is calculated by dividing the rate by 7.6.
- (xv) Ships in Dock
- (A) An Employee working under a ship in a dock or slipway must be paid 2.1% of the Standard rate per hour extra when working on the removal and/or bolting up of plates or in burning-off on those portions of a ship where the height from the dock or shipway floor to the hull of the ship is less than 1.4 metres.
- (xvi) Installing or Repairing Belting Underground in Mines
- (A) A Manufacturing or Fabrication Employee in this stream required to install or repair any type of belting underground in mines must be paid 1.5% of the Standard rate per hour extra. Generally, an Employee working in a mine site will be employed in accordance with the Mining Industry Stream under this Agreement.
- (xvii) Loading and Unloading Away from Employer's Premises
- (A) An Employee who is engaged in loading and/or unloading operations at wharves or railway yards elsewhere than on the Employer's premises must be paid 37.6% of the Standard rate per shift or part thereof extra.
- (d) Transfers, Travelling and Working Away From Usual Place of Work
- (i) Excess travelling and Fares - An Employee required to start and/or finish

work at a job away from the Employer's usual workplace must be paid:

- (A) travelling time for all time reasonably spent by the Employee in reaching and/or returning from the job which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's usual workplace; and
 - (B) any fares reasonably incurred by the Employee or which would have been incurred by the Employee had the Employee not used their own means of transport, which are in excess of those normally incurred in travelling between the Employee's residence and the Employee's usual workplace, provided that if the Employee used their own means of transport then excess fares need not be paid where the Employee has an arrangement with their Employer for a regular allowance.
- (ii) Engagement of Labour Away From Workshops
- (A) Subject to clause 3.6.1(d)(ii)(B), the Employer is free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such Employee is sent from the workshop.
 - (B) If an Employee engaged for the erection of a job had previously been engaged by the same Employer in the fabrication of the job in a workshop they must be paid fares in excess of those incurred in travelling to and from the workshop.
- (iii) Distant Work
- (A) An Employee required to remain temporarily away from the Employee's usual residence because the Employee is working temporarily in a locality away from the Employee's usual workplace must be paid travelling time for necessary travel between the locality and the Employee's usual workplace and expenses.
 - (B) After each four week period on distant work an Employee is entitled to be paid for a return fare reasonably incurred for personal travel between the locality and the Employee's usual residence, unless such distant work is inherent in the normal work of the Employee.
- (iv) Transfer Involving Change of Residence
- (A) An Employee:
 - engaged in one locality to work in another; or
 - sent other than at their own request, from their usual locality to another for employment which can reasonably be

regarded as permanent;
involving a change in residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the Employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after the Employee has taken up permanent residence or abode at the new location.

(v) Travel Time Payment

- (A) The rate of pay for travelling time is the Ordinary Hourly Rate and on Sundays and public holidays is time and a half of the Base Hourly Rate.
- (B) The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the Employer for all-night travel, eight hours out of every 24 hours.

(vi) Expenses - for the purposes of clause 3.6.1(d), means:

- (A) all fares reasonably incurred;
- (B) reasonable expenses incurred while travelling including \$15.59 for each meal taken; and
- (C) a reasonable allowance to cover the cost incurred for board and lodging.

(e) Training Costs

- (i) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred by an Employee in connection with training agreed to or required by the Employer must be reimbursed by the Employer on the production of evidence of such expenditure by the Employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- (ii) Travel costs incurred by an Employee undertaking training agreed to or required by the Employer, which exceed those normally incurred in travelling to and from work, must be reimbursed by the Employer.

(f) Ship repairing

- (i) An Employee engaged on ship repairs must be paid:
 - (A) for Tradespersons – 75.5% of the Standard rate per week extra;
 - (B) for all other Employees – 61.1% of the Standard rate per week extra.

- (g) Artificial fertilizers and chemicals
 - (i) An Employee who performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis, other than an Employee engaged at the C1-C10 level, must be paid an industry allowance of 40.1% of the Standard rate per week extra if the work is in relation to fertilizers and related activities (other than acid) and 52.7% of the Standard Rate per week extra otherwise.
 - (ii) An Employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker must be paid the following disability allowance for:
 - (A) General duties – 7.2% of the Standard rate per day extra;
 - (B) Acid production and related activities – 11.5% of the Standard rate per day extra;
 - (C) Fertiliser production and despatch – 12.3% of the Standard rate per day extra.
- (h) Engine driver and fireperson
 - (i) Subject to clauses 3.6.1(h)(ii) and (iii) below, an engine driver or fireperson must be paid the following for:
 - (A) Attending to refrigeration compressors – 159.7% of the Standard rate per week extra;
 - (B) Attending to an electric generator or dynamo exceeding 10 kW capacity – 159.7% of the Standard rate per week extra;
 - (C) Being in charge of plant – 159.7% of the Standard rate per week extra;
 - (D) Attending to a switchboard where the generating capacity is 350 kW or over – 49.8% of the Standard rate per week extra.
 - (ii) The allowances in clause 3.6.1(h)3.6.1(i), except as to dragline excavators and tractors, are not cumulative to the extent of increasing the Base Hourly Rate of an Employee above the C10 level.
 - (iii) The applicable Base Hourly Rate for an engine driver attending a refrigeration compressor or compressors are:
 - (A) where the capacity is 88 kW or less – the C11 level; and
 - (B) where the capacity is more than 88 kW – the C10 level.
- (i) Cleaner, greaser or oiler

- (i) If a cleaner, greaser or oiler sometimes under the supervision of an engine driver stops or starts an engine they must be paid 148% of the Standard rate per week extra.
- (j) Insulation Materials
 - (i) An Employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, when employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, must be paid 3.8% of the Standard rate per hour extra.
- (k) Slaughtering yards
 - (i) An Employee working in slaughtering yards must to be paid 2.1% of the Standard rate per hour extra.
- (l) Foundries
 - (i) An Employee working in a foundry must be paid a foundry allowance of 2.2% of the Standard rate per hour extra for each hour worked to compensate for all disagreeable features associated with foundry work including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise.
 - (ii) The foundry allowance is payable instead of any payment otherwise due under clause 3.6.1(c).
 - (iii) For the purposes of clause 3.6.1(l)(i), **foundry work** means any operation in the production of castings by casting metal in a mould made of sand, loam, metal, moulding composition or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting and, where carried on as an incidental process in connection with and in the course of the aforementioned production, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but does not include any operations performed in connection with:
 - (A) non-ferrous die casting (including gravity and pressure); or
 - (B) casting of billets and/or ingots in metal moulds; or
 - (C) continuous casting of metal into billets; or
 - (D) melting of metal for use in printing; or
 - (E) refining of metal.
 - (iv) An Employee is not entitled to be paid the foundry allowance for any work in a foundry during any period that foundry production is not being carried out, with the exception of any work carried out within the eight hour period

immediately following the cessation of foundry production.

- (m) Boiling down works
 - (i) An Employee working in boiling down works must be paid 2.1% of the Standard rate per hour extra.

- (n) Lead works
 - (i) An Employee working in lead works must be paid 2.1% of the Standard rate per hour extra.

- (o) Handlers of carbon black
 - (i) A storeperson and packer handling carbon black in a bulk store, a forklift driver handling or transporting carbon black (except when it is packed in sealed metal containers), an employee handling carbon black elsewhere before processing, an employee engaged in processing free carbon black, a cleaner employed in sweeping free carbon black and an employee engaged in baling used carbon black bags must be paid 4.8% of the Standard rate per hour extra.
 - (ii) In addition, the Employer must pay an overall allowance of \$0.35 per day extra for each day in respect of which an employee must be paid the special rate in clause 3.6.1(o)(i) for handling carbon black, unless the Employer provides such an employee with two sets of overalls per year.
 - (iii) In addition, an Employee employed in carbon black operations who is entitled to the special rate in clause 3.6.1(o)(i) must be allowed 15 minutes washing time at the end of each shift.

- (p) Processing free coal dust
 - (i) An Employee engaged in processing free coal dust must be paid 2.1% of the Standard rate per hour extra.

- (q) Boiler cleaning
 - (i) An engine driver engaged inside the gas or water space of any boiler, flue or economiser, in cleaning or scraping work must be paid 8.2% of the Standard rate per hour extra while so employed, instead of the special rates for hot places, wet places, confined spaces, dirty work and boiler repairs.

- (r) Second-hand work
 - (i) An Employee working on second-hand upholstery, bedding, floor covering and/or soft furnishings must be paid 25% of the applicable Base Hourly Rate to the Employee's classification extra while engaged on such work.

- (ii) Before any work is performed on second-hand bedding, the bedding must be vacuum fumigated.
 - (iii) For the purpose of clause 3.6.1(r)(i), **second-hand upholstery** means all work done while stripping old materials and preparing the job for the use of new materials; patching; replacing flock, fibre or stuffing taken from the job and replaced; or replacing old covers on rubber, foam or other like material. However, second-hand upholstery does not mean the cutting and sewing of new materials where such work is done away from the job; the placing of new materials on the job where such job has been reduced to the frame or where springs and/or webbing are left; the replacing of new covers on rubber or foam or other like material; or the replacing of new upholstery and old material after such old material is wholly covered by new hessian or new material.
 - (iv) All work on floor coverings and soft furnishings once they have been laid and fixed, must be classed as second-hand unless such floor coverings or soft furnishings have been thoroughly cleaned by subjection to a dry cleaning process in the case of soft furnishings and to a shampooing process involving lifting in the case of floor coverings. Provided, however, that the second-hand rate must at all times apply to sewers of second- hand floor coverings.
- (s) Foreign rock
- (i) An Employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker and who also handles phosphate rock other than that from Nauru, Ocean, Makatea or Christmas Island must be paid the following for work of the following nature:
 - (A) Rock phosphate, superphosphate and mixed manure sections receiving ex ship or railway truck – 33.6% of the Standard rate per week extra;
 - (B) Handling rock phosphate to crushers and all other employees in the rock phosphate section –31.8% of the Standard rate per week extra;
 - (C) Mixing superphosphate – 31.8% of the Standard rate per week extra;
 - (D) Excavating bins, and the manufacture or excavating of superphosphate until such time as it is dumped on the heap for curing – 20.7% of the Standard rate per week extra;
 - (E) The handling of superphosphate from the heap until loading in wagons or trucks for despatch, including the manufacture and despatch of mixed fertilizers – 12.6% of the Standard rate per week extra.
- (t) Farmers' own bags

- (i) An Employee who both performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis and is a chemical/fertilizer production worker must be paid for the following functions:
 - (A) Sorting, branding, bagging, dumping, sewing or trucking, fertilizing materials in farmers' own bags – 2.5% of the Standard rate per day extra;
 - (B) Loading double-handling into railway or other trucks, fertilizing materials in farmers' own bags – 4.6% of the Standard rate per day extra;
 - (C) Loading single-handling into railway or other trucks, fertilizing materials in farmers' own bags – 6.2% of the Standard rate per day extra.

- (u) Soda ash
 - (i) An Employee manually engaged in carrying and stacking bagged soda ash must be paid 8.8% of the Standard rate per hour extra for the time so engaged.

- (v) Raw materials
 - (i) An Employee manually engaged in carrying and stacking bagged raw materials (other than soda ash) and crushing cullet, attending a pug mill or in feeding a bag cleaning machine must be paid 3.3% of the Standard rate per hour extra for the time so engaged.

- (w) Skimming and floater setting—flat glass tank
 - (i) An Employee engaged in skimming the drawing pit when a machine is not actually in operation or in the actual operation of floater setting on the tank must be paid 12.6% of the Standard rate per half hour extra for the time so engaged.

- (x) Glass furnace regenerators
 - (i) An Employee engaged on the work of building, rebuilding, or packing glass furnace regenerators must be paid 69.4% of the Standard rate per day extra.

- (y) Float glass furnace repair
 - (i) An Employee directly engaged in the removal of molten tin from the float glass bath while the float glass furnace is undergoing repair must be paid 100% of the applicable Base Hourly Rate to the Employee's classification extra for the time so engaged.

- (z) Jack bolt tensioner
 - (i) An Employee who is engaged in adjusting the tensioner of jack bolts while a

furnace is under heat must be paid 37.6% of the Standard rate per shift or part thereof extra.

- (aa) Manganese dioxide and other pigments allowance
 - (i) An Employee required to handle manganese dioxide and other pigments must be paid, for the first two hours of such work, 8.5% of the standard rate per hour extra or, on any day such work lasts over two hours, 60.3% of the standard rate per day extra.

3.6.2 Mining Industry Stream Allowances

- (a) Allowances are all purpose allowances only if expressly stated in this clause 3.6 2-Mining Industry Stream Allowances. Where an Employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

- (b) Allowances for responsibilities or skills that are not taken into account in rates of pay:

- (i) Leading Hand

- (A) A Leading Hand as appointed by the Employer, must be paid an allowance of:

In Charge of:	Standard Rate
3 to 10 Employees	\$1.10 per hour extra
11 to 20 Employees	\$1.65 per hour extra
More than 20 Employees	\$2.10 per hour extra

- (ii) First Aid Allowance

- (A) An Employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the Employer to participate in the emergency response team or otherwise to perform first aid duty, will be paid a first aid payment of 2% of the Standard rate per week.

- (iii) Licence Allowance - Electricians

- (A) An Employee who is required by their Employer to hold an Electrical Technicians licence (or equivalent) will be paid an all purpose allowance of 4.55% of the Standard rate per week.

- (iv) Rail Allowance

- (A) Rail Allowance will be paid in accordance with the Award.

- (c) Allowances for disabilities associated with the performance of particular tasks or

work in particular conditions or locations

(i) Industry allowance

(A) Mining Employees will be paid an all purpose industry allowance of 3.7% of the Standard rate per week.

(B) The industry allowance recognises and is in payment for all aspects of work in the industry, including but not limited to the location and nature of mining operations, clothing, dirt, wet, height, fumes, heat, cold, confined space, and all other disabilities not expressly dealt with under this clause.

(ii) Not Used

(iii) Underground Allowance

(A) Employees, other than Employees classified as underground miners, whilst required by their Employer to work underground will be paid an allowance of 7% per hour calculated by reference to the Standard rate.

(iv) Drilling, Prospecting and Exploration Allowance

(A) The following allowances apply only to Employees who are required to perform drilling, prospecting and exploration duties.

(B) Drilling, prospecting and exploration duties are not part of this Agreement.

(d) Reimbursement and Expense Related Allowances

(i) Meal Allowance for Overtime Work

(A) An Employee will be paid a meal allowance of \$17.96 on each occasion that the Employee is entitled to a rest break during overtime work, provided that an allowance is not required to be paid if the Employer provides a meal or meal-making facilities or if the Employee was notified no later than the previous day or shift that the Employee would be required to work the overtime.

(ii) Tool Allowance

(A) An Employee who is required by the Employer to supply and maintain tools ordinarily required in the performance of work will be paid an allowance of \$16.72 per week.

(e) For the avoidance of any doubt, the allowance described in clause 3.6.2(c)(i) have been included in the Base Hourly Rates at clause 3.3.4(a).

3.6.3 Building and Construction Stream Allowances

(a) Expense and Maintenance Related Allowance

(i) Tool and Employee Protection Allowance

(A) A tool allowance must be paid for all purposes of the Agreement in accordance with the following table:

Classification	Tool allowance \$ per week
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, floor sander, letter, cutter, marble and slate worker, stonemason or tilelayer	34.96
Caster, fixer, floorlayer specialist or plasterer	28.88
Bricklayer	27.75
Roof tiler, slate-ridger or roof fixer, tradespersons in the metals and engineering construction	18.27
Signwriter, painter or glazier	8.37

(B) The above allowance does not include the provision of the following tools or protective equipment. Where the following tools or protective equipment are provided by the Employee then the Employee must be reimbursed for the cost of such tools or protective equipment by the Employer, or alternatively the Employer may elect to provide such tools or protective equipment (a tradesperson will replace or pay for any tools supplied by their Employer if lost through their negligence):

(AA) Bricklayers:

- scutch comb;
- hammers (excepting mash and brick hammers);
- rubber mallets; and/or
- T squares.

(BB) Carpenters and joiners:

- dogs and cramps of all descriptions;
- bars of all descriptions;
- augers of all sizes;
- star bits and bits not ordinarily used in a brace;
- hammers, except claw hammers;
- glue pots and glue brushes,
- dowell plates;

- trammels;
 - hand and thumb screws;
 - spanners; and/or
 - soldering irons.
- (CC) Stonemasons:
- all cutting tools, except mash hammers, squares, pitching tools and straight edges up to four feet (1.2 metres) in length. On completion of engagement the cost of having all cutting tools sharpened; and/or
 - jet sprays or some other suitable device for keeping the stone wet when using pneumatic surfacing machines and lathes.

- (DD) Plasterers:
- all floating rules, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than 76 centimetres from the ground or where practicable and safe from a scaffold level; and/or
 - overalls and the approved brush and roller to perform the work when required to brush on to walls and ceilings, bondcrete, plasterweld or similar substances.

- (EE) Civil construction Employees:
- waterproof protective clothing required by an Employee for particular tasks being performed;
 - gloves, overalls, basil aprons and other appropriate protective clothing for Employees using toxic substances, bitumen, tar, green timber, second-hand timber or bricks;
 - a light coat or jacket with high visibility red markings for Employees engaged on road work and/or railway work where traffic is not excluded by the use of continuous barriers or fences; and/or
 - adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the Employee's person.

Mess personnel will be reimbursed for the cost of purchasing at least three sets of appropriate clothing which will be laundered and maintained by the Employer. These items will include shorts, shirts, trousers, aprons and caps. The provisions of this subclause do not apply where the items of clothing are provided free of charge by the Employer. The items will remain the property of the Employer.

- (FF) All Building and Construction Employees:
- all power tools and steel tapes over six metres;
 - gloves and hand protective paste for Employees engaged in handling hot bitumen, creosote, oiled formwork, refractory repair work and in washing down brickwork;
 - protective clothing for Employees required to use muriatic acid;

- suitable material and/or coloured glass for the protection of Employees working on oxyacetylene or electric arc welding;
- suitable screens to protect Employees from flash where electric arc operators are working;
- gas masks for Employees engaged upon work where gas is present; and/or
- hand protective paste for any painter, signwriter, plasterer or glazier who requires its use.

(GG) All Employees other than refractory bricklayers
Where Employees are required either by the Employer or by legislation to wear steel toe capped safety boots the Employer will reimburse Employees for the cost of purchasing such boots on commencement of work. Boots will be replaced subject to fair wear and tear and approved by the Employer.

(C) Refractory Bricklayers will be paid the allowance as prescribed by the Award.

(ii) Meal Allowance

(A) An Employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 6.2 – Shift Work, or clause 9.1 – Annual Leave, must be paid by the Employer an amount of \$16.37 to meet the cost of a meal.

(B) This subclause will not apply to an Employee who is provided with reasonable board and lodging or who is receiving a distant job allowance as provided for in clause 3.6.3(d) – Living Away From Home – Distant Work, and is provided with a suitable meal.

(C) An operator Employee will be entitled to be paid \$16.37 for each meal after the completion of each four hours from the commencement of overtime.

(iii) Compensation for Clothes and Tools

(A) An Employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, fire, molten metal or corrosive substances, must be paid such amount to cover the loss suffered by the Employee as may be agreed upon between the Employee and the Employer.

(B) An Employee must be reimbursed by the Employer to a maximum of \$2,022.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop or if the tools are lost or stolen while being transported by the Employee at the

Employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness, or where the Employee does not report for work because of illness or accident and has advised the Employer of such absence.

- (C) An Employee transporting the Employee's own tools must take all reasonable care to protect those tools and prevent theft or loss.
- (D) When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer must pay the cost of the toughening process.
- (E) For the purposes of this clause:
 - (AA) only tools used by the Employee in the course of their employment will be covered by this clause;
 - (BB) the Employee will, if requested to do so, furnish the Employer with a list of tools so used;
 - (CC) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
 - (DD) the Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

(b) Site and general Wage Related Allowances

(i) Industry Allowance

- (A) Building and Construction Employee must be paid an all-purpose allowance at the rate of 6% of the weekly Standard rate per week to compensate for the following disabilities associated with construction work:
 - (AA) climatic conditions when working in the open on all types of work;
 - (BB) the physical disadvantage of having to climb stairs or ladders;
 - (CC) the disability of dust blowing in the wind, brick dust and drippings from newly poured concrete;
 - (DD) sloppy and muddy conditions associated with the initial stages of the erection of a building;
 - (EE) the disability of working on all types of scaffolds or ladders, other than a swing scaffold, suspended scaffold, or a bosun's chair;
 - (FF) the lack of the usual amenities associated with factory work, (e.g. meal rooms, change rooms, lockers).

(ii) Underground Allowance

- (A) An Employee, other than an Employee in an Operator classification, who is required to work underground must be paid an all purpose

(additional allowance) of 1.8% of the weekly Standard rate per week for all purposes of this Agreement in addition to the allowance prescribed in clause 3.6.3(b)(i).

- (B) Provided that an Employee required to work underground for no more than four days or shifts in any ordinary week must be paid an additional 0.4% of the weekly Standard rate per day or shift and in addition to the allowance prescribed in clause 3.6.3(b)(i).
- (C) Where a shaft is to be sunk to a depth greater than six metres, the payment of the underground allowance will commence from the surface.
- (D) These allowances will not be payable to Employees engaged upon pot and drive work at a depth of 3.5 metres or less or in the Mining Stream.

(iii) Multistorey Allowance

- (A) For the purposes of this Agreement a multistorey building means a building which will, when complete, consists five or more storey levels.
- (B) Should the Employer require a Building and Construction Employee to work on a structure as defined in clause 3.6.3(b)(iii)(A), then the Employees who are working on the multistorey building will be paid the applicable Multistorey Allowance in accordance with clause

23.3 of the Building and Construction General On-site Award 2020 [MA000020].

(iv) Laser Operation Allowance

- (A) Application
This subclause applies when laser equipment is utilised for work within the scope of this stream.

(B) Definitions

(AA) Laser means any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to one millimetre primarily by the process of controlled stimulation emission.

(BB) Laser safety officer or LSO is an Employee who in addition to the Employees ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

(v) Laser safety officer allowance

- (A) An Employee appointed by the Employer to carry out the duties of a laser safety officer must be paid an additional 13.4% of the hourly Standard rate per day or part thereof whilst carrying out such duties, paid as a flat amount without attracting any premium or penalty.
- (vi) Carpenter-diver allowance
- (A) Employees undertaking work normally performed by a carpenter-diver must be paid an additional 4.5% of the hourly Standard rate per hour extra which will be regarded as part of the Ordinary Hourly Rate for all purposes of this Agreement.
- (vii) First aid allowance
- (A) An Employee who:
 - (AA) is appointed by the Employer to be responsible for carrying out first aid duties as they may arise;
 - (BB) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance or similar body;
 - (CC) is required by their Employer to hold a qualification at that level;
 - (DD) the qualification satisfies the relevant statutory requirement pertaining to the provision of first aid services at the particular location where the Employee is engaged; and
 - (EE) those duties are in addition to the Employees normal duties, recognising what first aid duties encompass by definition; will be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications:
 - (FF) an Employee who holds the minimum qualifications recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate of Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—0.36% of the weekly Standard rate per day; or
 - (GG) an Employee who holds a higher first aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation (or, in Western Australia, a Senior First Aid certificate or Industrial First Aid certificate or equivalent qualification from the St John Ambulance Association or similar body)—0.57% of the weekly Standard rate per day.
 - (B) An Employee will be paid only for the level of qualification required by their Employer to be held, and there will be no double counting for Employees who hold more than one qualification.

- (x) Air-conditioning industry and refrigeration industry allowances
- (A) In addition to the applicable Base Hourly Rate prescribed in clause 3.3.5(a), an air-conditioning tradesperson and a refrigeration mechanic must be paid a weekly all purpose allowance of 7.9% of the weekly Standard rate as compensation for the various disabilities and peculiarities associated with on-site air-conditioning work or on-site refrigeration work.
- (xi) Electrician's licence allowance
- (A) An Employee engaged and working as an electrical tradesperson and who holds an appropriate electrician's licence must be paid a weekly allowance of 3.2% of the weekly Standard rate for all purposes of this Agreement.
- (B) An appropriate electrician's licence for the purpose of this subclause will be:
- New South Wales—a NSW Electrician's Licence;
 - Victoria—an A Grade Electrician's Licence;
 - South Australia—an A Grade Electrical Worker's Licence;
 - Tasmania—an A Grade Electrician's Licence; and
 - Queensland—an Electrical Mechanic's or Electrical Fitter/Mechanic's Licence.
- (xii) In charge of plant
- (A) In charge of plant means:
- (AA) when two or more Employees are Employed at the plant at the one time, the Employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility;
- (BB) an Employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other Employees;
- (CC) when the Employee is the only person of that class Employed on the plant the Employee who does the general repair work of the plant in addition to the work of operating, but not when the Employee merely assists a fitter or engineer to do such work; or
- (DD) where shifts are worked, the Employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when the Employee merely assists a fitter or engineer to do such work.

- (B) An Employee who is in charge of plant must be paid an additional 4.7% of the weekly Standard rate per week.
- (xiii) For the avoidance of any doubt, the allowances described in clauses 3.6.3(a)(i), 3.6.3(b)(i) and 3.6.3(b)(ii) have been included in the Base Hourly Rates at clause 3.3.5(a).
- (c) Special Rates –Building and Construction Stream
 - (i) Conditions in respect of special rates
 - (A) To avoid doubt, the special rates are allowances for **the purpose of clause 1.12.**
 - (B) The special rates prescribed in this Agreement must be paid irrespective of the times at which work is performed and will not, except where specified, be subject to any premium or penalty conditions.
 - (C) Where more than one of the special rates provides payments for disabilities of substantially the same nature, then only the highest of such rates will be payable unless otherwise provided.
 - (D) The special rates must be paid to Employees in addition to the other allowance rates in this Agreement.
 - (ii) Special Rates Applicable to all Buildings and Construction Employees
 - (A) Computing quantities
 - (AA) Employees who are regularly required to compute or estimate quantities of materials in respect of the work performed by other Employees must be paid an additional 23.3% of the hourly Standard Rate per day or part thereof. This allowance will not apply to an Employee classified as a leading hand and receiving an allowance prescribed in clause 3.6.3(f) – Leading Hands Allowance.
 - (B) Certificate allowance
 - (AA) A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person must be paid an additional 3.2% of the hourly Standard Rate per hour.
 - (BB) This allowance is not cumulative on the allowance for swing scaffolds.

(d) Living Away From Home — Distant Work

(i) Qualification

(A) This clause operates when an Employee is Employed on construction work at such a distance from the Employee's usual place of residence or any separately maintained residence that the Employee cannot reasonably return to that place each night, provided that:

(AA) the Employee is not in receipt of relocation benefits;

(BB) the Employee is maintaining a separate place of residence to which it is not reasonable to expect the Employee to return each night; and

(CC) the Employee has provided the correct details of the Employee's usual place of residence, or any separately maintained address to the Employer.

(B) The Employee is not entitled to payment under this clause if the Employee has knowingly made a false statement regarding the details required to qualify for Living Away From Home Allowances.

(ii) Should an Employee qualify for Living Away From Home Allowances, then such Employees who are working away from home as defined will be paid the applicable Allowance in accordance with clause 25 of the Building and Construction General On-site Award 2020 [MA000020].

(e) Fares and Travel Patterns Allowance

(i) In recognition of the travel patterns and costs peculiar to the industry, which include mobility in employment and the nature of employment on construction work, an Employee is to be paid an allowance of \$20.32 per day for each day worked when the employee starts and finishes work on a construction site, or is required to perform prefabricated work in an open yard and is then required to erect or fix on-site.

(ii) An employee will not be entitled to the allowance in this clause on any day where the Employer:

(A) provides or offers to provide transport free of charge from the Employee's home to the place of work and return; or

(B) provides a fully maintained vehicle free of charge to the Employee.

(f) Leading Hands Allowance – Building and Construction Stream

(i) A person specifically appointed to be a leading hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest

classification supervised, or the Employee's own rate, whichever is the higher in accordance with the number of persons in the Employee's charge.

In charge of	% of the appropriate weekly rate per week
1 person	2.4
2 to 5 persons	5.3
6 to 10 persons	6.7
More than 10 persons	9.0

(g) Lift industry

(i) These special conditions apply to electrical and metal tradespersons and their assistants who perform work in connection with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators.

(ii) Lift industry allowance

(A) In addition to the weekly rates specified in clause 3.3.5 above, employees must be paid an amount of 14.8% of the Standard rate per week as a lift industry allowance in consideration of the peculiarities and disabilities associated with the installation, major modernisation, servicing, repairing and/or maintenance of lifts and escalators and in recognition of the fact that employees engaged in such work may be required to perform, and/or assist to perform, any of such work.

(B) An Employee in receipt of the lift industry allowance prescribed by clause 3.6.3(g)(i)(ii) will not be entitled to any of the special rates prescribed in clause 3.6.3(c).

(C) An Employee who is ordinarily engaged in the Employer's workshop and who, from time to time, is required to perform any of the work prescribed in clause 3.6.3(g) will, in respect of such work, be entitled to payment of a portion of the lift industry allowance in accordance with the provisions of clause 2.9.4.

(D) An electrical tradesperson who has performed work away from a workshop in connection with the installation, major modernisation, servicing repairing, and/or maintenance of lifts and escalators for a period of not less than two years will be classified as Electrician special class.

(E) The amounts specified in this clause will be paid for all purposes.

(iii) Conditions of employment

(A) The provisions of the award will apply to Employees covered by this

clause excepting the provisions of clauses 3.6.3(b)(i), 3.6.3(b)(iii) and 3.6.3(b)(xi) .

3.6.4 Professional Employees Stream Allowances

- (a) Travelling expenses and travelling time
 - (i) An Employee will be reimbursed all reasonable expenses (including accommodation, meals and out-of-pocket expenses directly related to their employment) incurred while travelling on their Employer's business. Reasonable compensation for excess travel time will be agreed upon.
- (b) Vehicle allowance
 - (i) In cases where it is mutually agreed that an Employee will be required to use their private vehicle on the Employer's business, the Employee will be paid reasonable compensation, but in no case will the Employee receive payment at a rate less than \$0.91 cents per kilometre travelled.
- (c) Equipment and special clothing
 - (i) Except where an Employee elects to provide equipment and special clothing, the Employer will provide free of cost, all such equipment and special clothing reasonably required for the adequate discharge of duties. Such equipment or clothing will remain the property of the Employer.

3.6.5 Support and Site Stream (Clerical/Administration) Allowances

- (a) Transport of Employees—shiftworkers
 - (i) When an Employee working shiftwork commences or finishes work at a time other than the Employee's normal time of commencing or finishing and when reasonable means of transport is not available, the Employer will reimburse the Employee the costs they reasonably incurred in taking a commercial passenger vehicle from the employee's usual place of residence to the place of employment or from the place of employment to the employee's usual place of residence, whichever is applicable.
- (b) Clothing and footwear
 - (i) The Employer will reimburse Employees engaged in work damaging to clothing (for example, the use, maintenance or running repairs of office machines or in the receiving and/or despatch of goods) an amount equal to the cost of uniforms and/or protective clothing, except where uniforms and/or protective clothing are provided free of charge by the Employer.
 - (ii) The Employer will reimburse Employees who are constantly required to work under conditions which are wet and damaging to footwear, (e.g. on surfaces periodically hosed down or in wet or muddy conditions) an amount equal to the cost of appropriate protective footwear, except where

appropriate protective footwear is provided free of charge by the Employer.

- (iii) When an Employee is required to wear and launder a uniform any cost of the uniform must be reimbursed and the Employee must be paid \$.0.71 per shift or to a maximum of \$3.55 per week for a full-time Employee for laundry expenses.

(c) Meal allowance

- (i) An Employee required to work for more than one and a half hours of overtime without being given 24 hours' notice after the Employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$16.91. Where such overtime work exceeds four (4) hours a further meal allowance of \$13.54 will be paid.

(d) Vehicle allowance

- (i) An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

- (A) Motor cars
\$0.91 per kilometre with a maximum payment as for 400 kilometres per week.
- (B) Motorcycles
\$0.31 per kilometre with a maximum payment as for 400 kilometres per week.

- (ii) The Employer must pay all expenses including registration, running and maintenance where the Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties.

(e) Living away from home allowance

- (i) An Employee, required by the Employer to work temporarily for the Employer away from the Employee's usual place of employment, and who is required thereby to sleep away from the Employee's usual place of residence, is entitled to the following:

- (A) the payment of an allowance to cover all fares to and from the place at which the Employer requires the Employee to work; and
- (B) the payment of an allowance to cover all reasonable expenses incurred for board and lodging.

- (ii) The allowances referred to in this clause are not payable where the fares and the board and lodging are provided by the Employer.

- (iii) In addition to the above, the Employee must receive payment at Ordinary Hourly Rates for all time spent in travelling between the Employee's usual place of employment and the temporary location, such paid time not to

exceed eight (8) hours in 24 hours.

(f) First aid allowance

- (i) An Employee who has been trained to render first aid, is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance Australia or a similar body and is appointed by the Employer to perform first aid duty must be paid a weekly allowance of 2% of the Standard rate.

(g) Higher duties allowance

- (i) An Employee, when required to perform any of the duties in a classification higher than their usual classification for more than one day must be paid at least the rate which would be applicable if such duties were performed on a permanent basis.

3.7 PAYMENT OF WAGES

3.7.1 Wages will be paid in arrears.

- (a) Employees will be paid their wages by means of direct credit (Electronic Funds Transfer) into an account set up by the Employee.

3.8 WAGE INCREASES DURING LIFE OF AGREEMENT

- 3.8.1 The Employer will ensure that the Base Hourly Rate applicable to Employees for the respective classifications as stated in clause 3.3.3 and clause 3.3.4 and clause 3.3.5 and clause 3.3.6 and clause 3.3.7, will at all times exceed by two percent (2%), the base hourly rate in the applicable award for the stream ie *Manufacturing and Associated Industries and Occupations Award 2020*, the *Mining Industry Award 2020*, or the *Building and Construction General On-site Award 2020*, or the *Professional Employees Award 2020*, or the *Clerks - Private Sector Award 2020*, as relevant to the classification and stream of the Employee.

PART 4 - ENGINEERING, MANUFACTURING AND FABRICATION STREAM - HOURS OF WORK AND RELATED MATTERS

4.1 ORDINARY HOURS OF WORK AND ROSTERING

4.1.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

4.1.2 Ordinary hours of work—day workers

- (a) Subject to clause 4.1.5, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.
- (b) The ordinary hours for day workers will not exceed eight (8) hours per day unless otherwise agreed in accordance with clause 4.1.5.
- (c) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Employer and the majority of Employees concerned. Agreement in this respect may also be reached between the Employer and an individual Employee.
- (d) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Employer between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between the Employer and the majority of Employees concerned or, in appropriate circumstances, between the Employer and an individual Employee.
- (e) Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an Employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- (f) Where agreement is reached in accordance with clause 4.1.2(c), the rate to be paid to a day worker for ordinary hours worked between midnight on Friday and midnight on Saturday is time and a half and/or the rate to be paid to a day worker for ordinary hours worked between midnight on Saturday and midnight on Sunday is double time.
- (g) A day worker required to work on a public holiday must be paid for a minimum of three (3) hours work at the rate of double time and a half of the applicable Base Hourly Rate. The double time and a half rate must be paid to the Employee until the Employee is relieved from duty.
- (h) This clause 4.1.2 does not apply to an employee engaged as a Casual Employee.

4.1.3 Ordinary hours of work—continuous shiftworkers

- (a) Continuous shiftwork means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least six (6) consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- (b) Subject to clause 4.1.3(c), the ordinary hours of continuous shiftworkers are, at the discretion of the Employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.
- (c) The ordinary hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 4.1.5.
- (d) By agreement between the Employer and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (e) Except at the regular changeover of shifts, an Employee must not be required to work more than one (1) shift in each 24 hours.

4.1.4 Ordinary hours of work—non-continuous shiftworkers

- (a) Subject to clause 4.1.4(b), the ordinary hours of work for non-continuous shiftworkers are an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (b) The ordinary hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 4.1.5.
- (c) By agreement between the Employer and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (d) The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the Employer.
- (e) Except at changeover of shifts an Employee must not be required to work more than one (1) shift in each 24 hours.

4.1.5 Methods of arranging ordinary working hours

- (a) Subject to the Employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 4.1.2(c) and the

Employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary hours must be by agreement between the Employer and the majority of Employees in the enterprise or part of the enterprise concerned. This does not preclude the Employer reaching agreement with individual Employees about how their working hours are to be arranged.

- (b) The matters on which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with clauses 4.1.2, 4.1.3 and 4.1.4;
 - (ii) the duration of the work cycle for day workers provided that such duration does not exceed three months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than four (4) weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off;
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off; and
 - (viii) any arrangements of ordinary hours which exceed eight (8) hours in any day.

- (c) By agreement between the Employer and the majority of Employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
 - (i) proper health monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made;
 - (iii) proper supervision being provided;
 - (iv) adequate breaks being provided;
 - (v) a trial or review process being jointly implemented by the Employer and the Employees or their representatives; and
 - (vi) payment for work on a shift other than a rostered shift is in accordance with clause 4.1.5(vi).

- (d) Where an Employee works on a shift other than a rostered shift, the Employee must:
 - (i) if Employed on continuous work, be paid at the rate of double time; or

- (ii) if Employed on other shiftwork, be paid at the rate of time and a half for the first three hours and double time thereafter.
- (e) Clause 4.1.5(d) does not apply when the time is worked:
 - (i) by arrangement between the Employees themselves;
 - (ii) for the purposes of effecting the customary rotation of shifts; or
 - (iii) on a shift to which the Employee is transferred on short notice as an alternative to standing the Employee off in circumstances which would entitle the Employer to deduct payment in accordance with Part 3-5 of the *Fair Work Act 2009*.

4.1.6 Daylight saving

For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or Territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work) summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.

4.1.7 Make up time

- (a) An Employee may elect, with the consent of the Employer, to work make up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- (b) An Employee on shiftwork may elect, with the consent of their Employer, to work make up time under which the Employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

4.2 SPECIAL PROVISIONS FOR SHIFTWORKERS

4.2.1 For the purposes of this Agreement:

- (a) **rostered shift** means any shift of which the Employee concerned has had at least 48 hours' notice;
- (b) **afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight; and
- (c) **night shift** means any shift finishing after midnight and at or before 8.00 a.m.

4.2.2 By agreement between the Employer and the majority of Employees concerned or in appropriate cases an individual Employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

4.2.3 Afternoon and night shift allowances

- (a) An Employee who works on afternoon or night shift must be paid 15% extra of the Ordinary Hourly Rate for such shift.
- (b) An Employee who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 4.1.3 or 4.1.4),must be paid for each shift 50% extra of the Ordinary Hourly Rate for the first three hours and 100% extra of the Ordinary Hourly Rate for the remaining hours.
- (c) An Employee who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night shift in each shift cycle,must, during such engagement, period or cycle, be paid 30% extra of the Ordinary Hourly Rate for all time worked during ordinary hours on such night shift.

4.2.4 Rate for working on Saturday shifts

- (a) The rate at which a shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 4.2.3.

4.2.5 Rate for working on Sunday and public holiday shifts

- (a) The rate at which a continuous shiftworker must be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday is double time.
- (b) The rate at which a shiftworker, on other than continuous shiftwork, must be paid for all time worked on a Sunday is double time and on a public holiday is double time and a half.
- (c) Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the Employee to the Sunday or public holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.
- (d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift. By agreement between the Employer and the majority of Employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift instead.
- (e) The extra rates in clause 4.2.5 are in substitution for and not cumulative upon the shift premiums prescribed in clause 4.3.3.

4.3 MEAL BREAKS

4.3.1 An Employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:

- (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all Employees to take a meal break within five hours, an Employee must not be required to work for more than six hours without a break for a meal break; or
- (b) by agreement between the Employer and an individual Employee or the majority of Employees in an enterprise or part of an enterprise concerned, an Employee or Employees may be required to work in excess of five hours but not more than six hours at the Ordinary Hourly Rate without a meal break.

- 4.3.2 The time of taking a scheduled meal break or rest break by one or more Employees may be altered by the Employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 4.3.3 The Employer may stagger the time of taking meal and rest breaks to meet operational requirements.
- 4.3.4 Subject to clause 4.3.1, an Employee must work during meal breaks at the rate of pay applying to the Employee immediately prior to the scheduled meal break whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.
- 4.3.5 Except as otherwise provided in clause 4.3—Meal Breaks and except where any alternative arrangement is entered into by agreement between the Employer and the Employee concerned, an Employee must be paid as follows for all work done during meal hours and thereafter until a meal break is taken:
- (a) except in circumstances referred to in clauses 4.3.5(b), (c) and (d): 150% of the Ordinary Hourly Rate;
 - (b) where the unpaid meal break is during ordinary time on a Saturday or Sunday: 200% of the Ordinary Hourly Rate;
 - (c) where the unpaid meal break is during ordinary time on a shift on which the employee is entitled to a 15% loading: 165% of the Ordinary Hourly Rate;
 - (d) where the unpaid meal break is during ordinary time on a shift on which the employee is entitled a 30% loading: 180% of the Ordinary Hourly Rate.
- 4.3.6 Employees engaged in the technical field of work, technical workers, tracers and draughtspersons, production planners, trainee engineers and trainee scientists must be allowed a paid 10 minute morning tea rest period at a time fixed by the Employer.

4.4 OVERTIME

4.4.1 Definition of overtime

- (a) Overtime work is any work performed outside the ordinary hours on any day or shift as defined by clause 4.1.
- (b) The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- (c) In computing overtime each day's work stands alone.

4.4.2 Payment for working overtime

- (a) Except as provided for in clauses 4.4.2(d), 4.4.3, 4.4.10 and 4.4.11, for all work done outside ordinary hours on any day or shift, as defined in clauses 4.1.2, 4.1.3 and 4.1.4, the overtime rate is time and a half for the first three hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.
- (b) The hourly rate, when computing overtime, is based on the relevant Ordinary Hourly Rates in Clause 3.3.
- (c) Where this clause 4.4 refers to an overtime rate as being calculated as a percentage of the Ordinary Hourly Rate, that reference will be (for a Casual Employee) instead be taken to be a reference to the Casual Ordinary Hourly Rate if the entitlement is applicable to a Casual Employee. The Casual Ordinary Rate is the Casual Employee's Ordinary Hourly Rate, inclusive of the casual loading.
- (d) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
 - (i) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.
 - (ii) An agreement must state each of the following:
 - (A) the number of overtime hours to which it applies and when those hours were worked;
 - (B) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;

- (C) that, if the employee requests at any time, the Employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (D) that any payment mentioned in subparagraph (C) must be made in the next pay period following the request.
- (iii) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
 - (iv) Time off must be taken:
 - (A) within the period of six (6) months after the overtime is worked; and
 - (B) at a time or times within that period of six (6) months agreed by the Employee and Employer.
 - (v) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 4.4.2(d) but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
 - (vi) If time off for overtime that has been worked is not taken within the period of six (6) months mentioned in paragraph (v), the Employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
 - (vii) The Employer must keep a copy of any agreement under clause 4.4.2(d)(ii) as an employee record.
 - (vii) The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
 - (vii) An Employee may, under section 65 of the *Fair Work Act 2009*, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the employee, instead of being paid for overtime worked by the employee. If the Employer agrees to the request then clause 4.4.2 will apply, including the requirement for separate written agreements under paragraph (ii) for overtime that has been worked.

Note: If an Employee makes a request under section 65 of the NES for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the NES).

- (vii) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 4.4.2 applies has not been taken, the Employer must pay the employee for the overtime at the overtime rate

applicable to the overtime when worked.

Note: a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 4.4.2.

4.4.3 Unrelieved shiftwork on rostered day off

- (a) If a shiftworker is required to work on their rostered day off because of the absence of a relieving employee, the unrelieved shiftworker must be paid 200% of the Ordinary Hourly Rate for all hours worked on their rostered day off.
- (b) When not less than 7.6 hours' notice has been given to the Employer by a relief shiftworker that the relief shiftworker will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on their rostered day off the unrelieved shiftworker must be paid at the rate of double time.

4.4.4 Requirement to work reasonable overtime

- (a) Subject to clause 4.4.4(b) and section 62 of the *Fair Work Act 2009*, the Employer may require an Employee to work reasonable overtime at overtime rates.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to Employee health and safety from working the additional hours;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the Employee is employed;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) the notice, if any, given by the Employer of the overtime and by the Employee of their intention to refuse it;
 - (vi) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - (vii) the nature of the Employee's role, and the Employee's level of responsibility;
 - (viii) whether the additional hours are in accordance with averaging terms of clause 4.1; and
 - (ix) any other relevant matter.

4.4.5 One in, all in does not apply

- (a) The assignment of overtime by the Employer to an Employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

4.4.6 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an Employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An Employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the Employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 4.4.6, be released after completion of the overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the Employer an Employee resumes or continues work without having had the 10 consecutive hours off duty the Employee must be paid at the rate of double time until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) By agreement between the Employer and individual Employee, the 10 hour break provided for in clause 4.4.6 may be reduced to a period of no less than eight (8) hours.
- (e) The provisions of clause 4.4.6 will apply in the case of a shiftworker as if eight (8) hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the Employees themselves.

4.4.7 Call back

- (a) An Employee recalled to work overtime after leaving the Employer's enterprise, whether notified before or after leaving the enterprise, must be paid for a minimum of four hours work at the rate of time and a half for the first three hours and double time thereafter or, if a continuous shiftworker, at the rate of double time for the full period, provided that:

- (i) Where an Employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of three hours work at the appropriate overtime rate, subject to clause 4.4.8 which deals with the conditions for standing by.
- (ii) If the Employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the three or four hour minimum overtime payment provided for in clause 4.4.7 for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- (iii) Except in the case of unforeseen circumstances arising, an Employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- (iv) Clause 4.4.7 does not apply in cases where it is customary for an Employee to return to the enterprise to perform a specific job outside the Employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.
- (v) Overtime worked in the circumstances specified in clause 4.4.7 is not to be regarded as overtime for the purposes of clause 4.4.6 concerning rest periods after overtime, when the actual time worked is less than three hours on the call back or on each call back.

4.4.8 Standing by

- (a) Subject to any custom prevailing at the Employer's enterprise, where an Employee is required regularly to hold themselves in readiness to work after ordinary hours, the Employee must be paid standing by time at the Employee's Ordinary Hourly Rate for the time they are standing by.

4.4.9 Saturday work

- (a) A day worker required to work overtime on a Saturday must be afforded at least four (4) hours work or be paid for four (4) hours at the rate of time and a half for the first three (3) hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

4.4.10 Sunday work

- (a) An Employee required to work overtime on a Sunday must be paid for a minimum of three (3) hours work at double time. The double time is to be paid until the Employee is relieved from duty.

4.4.11 Public holiday work

- (a) A day worker required to work overtime on a public holiday must be paid for a minimum of three (3) hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.
- (b) A continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three (3) hours work at the rate of double time.
- (c) A non-continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three (3) hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.

4.4.12 Rest break

- (a) An Employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the Employee is to continue work after the rest break.
- (b) Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the Employee's Ordinary Hourly Rate.
- (c) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the Employee's Ordinary Hourly Rate.
- (d) The Employer and Employee may agree to any variation of clause 4.4.12 to meet the circumstances of the work in hand provided that the Employer is not required to make any payment in excess of or less than what would otherwise be required under clause 4.4.12.

4.4.13 Meal allowance

- (a) An Employee must be paid a meal allowance of \$15.59 on each occasion the Employee is entitled to a rest break in accordance with clause 4.4.12, except in the following circumstances:
 - (i) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
 - (ii) if the Employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
 - (iii) if the Employee lives in the same locality as the enterprise and could reasonably return home for meals; or

- (iv) if the Employee is provided with an adequate meal by the Employer.
- (b) If an Employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

4.4.14 Transport of Employees

- (a) When an Employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Employer must provide the Employee with a conveyance home, or pay the Employee at the overtime rate for the time reasonably occupied in reaching home.

4.5 PUBLIC HOLIDAYS

4.5.1 Public holidays are provided for in the NES.

4.5.2 Substitution of certain public holidays by agreement

- (a) By agreement between the Employer and the majority of Employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b) An Employer and an individual Employee may agree to the Employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

4.5.3 Rostered day off falling on public holiday

- (a) Except as provided for in clauses 4.5.3(b) and 4.5.3(c) and except where the rostered day off falls on a Saturday or a Sunday, where a full-time Employee's ordinary hours are structured to include a day off and such day off falls on a public holiday, the Employee is entitled, at the discretion of the Employer, to either:
 - (i) 7.6 hours of pay at the Ordinary Hourly Rate; or
 - (ii) 7.6 hours of extra annual leave; or
 - (iii) a substitute day off on an alternative week day.
- (b) Where an Employee has credited time accumulated by a day off coinciding with pay day, then such credited time should not be taken as a day off on a public holiday.
- (c) If an Employee is rostered to take credited time accumulated being absent from work under an averaging system, as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off,

then the Employer must allow the Employee to take the time off on an alternative week day.

- (d) Clauses 4.5.3(b) and 4.5.3(c) do not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours as clause 4.5.3(a) applies to such days off.

PART 5 – MINING INDUSTRY STREAM - HOURS OF WORK AND RELATED MATTERS

5.1 ORDINARY HOURS OF WORK

5.1.1 A full-time Employee's ordinary hours of work will be an average of 38 hours per week. The ordinary hours of part-time will be in accordance with clause 2.1.4.

5.1.2 Employees other than shiftworkers

- (a) Subject to clause 5.1.2(c) Employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Sunday.
- (b) The Employer may agree with a majority of affected Employees to alter the spread of hours in clause 5.1.2(a) and/or to increase the ordinary hours per day to a maximum of 12.
- (c) Where Employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing Employees and new Employees.

5.1.3 Shiftworkers

- (a) Subject to clause 5.1.3(c) shiftworkers may be required to work a shift of up to 10 consecutive ordinary hours (including meal breaks). Shiftwork may be worked on any or all days of the week.
- (b) The Employer may agree with a majority of affected Employees to alter the spread of hours in clause 5.1.3(a) and/or to increase the ordinary hours per day to a maximum of 12.
- (c) Where Employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing Employees and new Employees.
- (d) Shiftwork definitions
 - (i) **“shiftworker”** means an employee for the time being engaged to work in a system of shifts, being afternoon shifts, night shifts or both, or a continuous shiftworker;
 - (ii) **“afternoon shift”** means any shift finishing after 7.00 pm and at or before midnight – afternoon shift or night shift must be paid a loading of 15% of the Ordinary Hourly Rate;
 - (iii) **“night shift”** means any shift finishing after midnight and at or before 8.00 am;
 - (iv) **“continuous shiftworker”** means an employee engaged in a continuous process who is rostered to work regularly on Sundays and public holidays;

- (v) **“continuous shiftworkers – overtime”** – a continuous shift worker will be paid an additional payment for all work done in addition to ordinary hours of 100% of the Ordinary Hourly Rate;
- (vi) **“permanent night shift”** means a period of shiftwork where an employee works night shift only; or remains on night shift for longer than four consecutive weeks; or works on night shift that does not rotate or alternate with another shift or with day work so as to give that employee at least one third of working time off the night shift in each cycle;
- (vii) **“permanent night shift loading”** - a shiftworker or continuous shiftworker whilst on permanent night shift must be paid a loading of 30% of the Ordinary Hourly Rate.

5.1.4 **Special arrangements for cycle work**

- (a) Notwithstanding any other provision of this Agreement, the following arrangements apply to Employees who are required to undertake a work cycle:
 - (i) Employees may be engaged to work on a work cycle made up of working and non-working days. The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working (on-duty period) and non-working (off-duty period) days in the cycle divided by seven.
 - (ii) The on-duty period commences at the time the Employee reports to the point designated by the Employer for commencement of work at the workplace. The off-duty period commences at the conclusion of the Employee's last rostered shift.

5.2 **MAXIMUM WEEKLY HOURS**

5.2.1 This clause of the Agreement provides industry specific detail and supplements the NES which deals with maximum weekly hours.

5.2.2 For the purposes of the NES an Employee's weekly hours may be averaged over a period of up to 26 weeks.

5.3 **OVERTIME AND PENALTY RATES**

5.3.1 **Overtime payments—Employees other than continuous shiftworkers**

- (a) Except where provided otherwise in this clause, an Employee (other than a continuous shiftworker) will be paid the following additional payments for all work done in addition to their ordinary hours:
 - (i) 50% of the Ordinary Hourly Rate for the first three hours and 100% of Ordinary Hourly Rate thereafter, for overtime worked from Monday until

noon Saturday;

- (ii) 100% of the Ordinary Hourly Rate for overtime worked after noon on a Saturday or at any time on a Sunday; and
 - (iii) 150% of the Ordinary Hourly Rate for overtime worked on a public holiday.
- (b) An Employee recalled to work overtime after leaving the Employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours or will be paid for a minimum of four hours' work in circumstances where the Employee is engaged for a lesser period at the appropriate overtime rate.

5.3.2 Overtime—continuous shiftworkers

- (a) A continuous shiftworker will be paid an additional payment for all work done in addition to ordinary hours of 100% of the Ordinary Hourly Rate.

5.3.3 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under this clause are in substitution of any other loadings or penalty rates.

5.3.4 Time off instead of payment for overtime

- (a) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 5.3.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the Employer and Employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the Employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out in the Mining Industry Award 2020 at Schedule F. There is no requirement to use the form of agreement set out in the Mining Industry Award 2020 at Schedule F. An agreement under clause 5.3.4 can also be made by an exchange of emails between the Employee and Employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 5.3.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 5.3.4 but not taken as time off, the Employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the Employer must pay the Employee for the overtime, in the next pay period following those six (6) months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under clause 5.3.4 as an employee record.
- (i) An Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause 5.3.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an Employee makes a request under section 65 of the Act for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 5.3.4 applies has not been taken, the Employer

must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: A person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person.

5.3.5 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker whilst on afternoon shift or night shift must be paid a loading of 15% of the Ordinary Hourly Rate.
- (b) A shiftworker or continuous shiftworker whilst on permanent night shift must be paid a loading of 30% of the Ordinary Hourly Rate.

5.3.6 Weekend work

- (a) An Employee will be paid the following loadings for ordinary hours worked on a Saturday or Sunday:
 - (i) 50% of the Ordinary Hourly Rate for the first three hours and 100% of Ordinary Hourly Rate thereafter, for ordinary hours worked before noon on a Saturday; and
 - (ii) 100% of the Ordinary Hourly Rate, for hours worked after noon on a Saturday or at any time on a Sunday.

5.3.7 Public holidays

- (a) An Employee will be paid a loading of 150% of the Ordinary Hourly Rate, for any ordinary hours worked on a public holiday.

5.4 ROSTERING

5.4.1 The Employer may vary an Employee's days of work or start and finish times to meet the needs of the business by giving at least 48 hours' notice, or such shorter period as is agreed between the Employer and an individual Employee.

5.4.2 Where an Employee is performing shiftwork, the Employer may change shift rosters or require an Employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the Employer and the Employee or at the direction of the Employer where operational circumstances require.

5.4.3 The Employer must consult with directly affected Employees about any changes made under this clause.

5.4.4 Emergency arrangements

- (a) Notwithstanding anything elsewhere contained in this clause, the Employer may vary or suspend any roster arrangement immediately in the case of an emergency.

5.5 BREAKS

5.5.1 Meal breaks and rest breaks

- (a) An Employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every five (5) hours worked.
- (b) A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
- (c) A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.
- (d) Breaks will be scheduled by the Employee's supervisor based upon operational requirements so as to ensure continuity of operations. The Employer will not require an Employee to work more than five hours before the first meal is taken or between subsequent meal breaks if any.

5.5.2 Rest breaks during overtime

- (a) An Employee may take a paid rest break of 20 minutes after each four (4) hours of overtime worked, if the Employee is required to continue work after the rest break.
- (b) The Employer and an Employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the Employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

5.5.3 Minimum break between work on successive day or shifts

- (a) Employees other than shiftworkers
 - (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that Employees have at least 10 consecutive hours off work between work on successive working days.
 - (ii) An Employee (other than a Casual Employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the Employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
 - (iii) If on the instructions of the Employer an Employee resumes or continues work without having had the 10 consecutive hours off work, the Employee must be paid at the relevant overtime rate until released from work for such period. The Employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time

occurring during the absence.

(b) Shiftworkers

- (i) For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 5.5.3(a)(i) to clause 5.5.3(a)(iii) above.

5.6 CONTINUOUS SHIFTWORK – ANNUAL LEAVE

5.6.1 Continuous shiftworkers will be entitled to five weeks' annual leave in accordance with the NES.

5.7 PUBLIC HOLIDAYS

5.7.1 Employees are entitled to public holidays in accordance with the NES.

5.7.2 Substitution of Public Holidays

- (a) The Employer and a majority of affected Employees or an individual Employee may reach agreement in writing to substitute a day or part-day for a day or part- day that would otherwise be a public holiday under terms of the NES.

5.8 Leave over an extended period

5.8.1 An Employer and Employee may agree that the Employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. For example, it may be agreed that the leave period is doubled and taken on half pay.

PART 6 - BUILDING AND CONSTRUCTION STREAM - HOURS OF WORK AND RELATED MATTERS

6.1 ORDINARY HOURS OF WORK

6.1.1 Except as provided in clause 6.2 - Shiftwork, the ordinary working hours will be 38 per week, worked between 7.00 am and 6.00 pm, Monday to Friday, in accordance with the following procedure.

(a) Hours of Work

(i) The ordinary working hours will be worked in a 20 day four week cycle, Monday to Friday inclusive, with seven point six (7.6) hours worked for each of 20 days – by mutual agreement between the Employee and Employer ordinary hours may be agreed to be worked up to ten (10) hours in a day provided that 152 hours in the four (4) weeks cycle is not exceeded.

(ii) Ordinary working hours will be 8 hours in duration each day.

(b) Hours of Work Part Time Employees

(i) The daily ordinary hours of work of a part-time Employee shall not exceed 8 hours.

(ii) Notwithstanding the provisions of this clause and clause 6.2 - Shiftwork, an Employee working on a part-time basis may be paid for actual hours worked and in such instances the Employee will not be entitled to accrue time towards a rostered day off, and further provided that such Employee will not work on the rostered day off.

(iii) The Employer and Employee may agree that the part-time Employee accrues time towards a rostered day off as provided by this clause and clause 6.2 - Shiftwork.

(c) Hours of Work Part Time Employees

(i) The daily ordinary hours of work of a casual employee shall not exceed 8 hours.

(d) Early starts

(i) The working day may start at 6.00 am or at any time between that hour and 8.00 am and the working time will then begin to run from the time fixed and the meal break will be adjusted accordingly. The change to the start time requires agreement between the Employer and the Employees and their representative(s), if requested.

- (e) Washing Time
- (i) The Employer will provide sufficient facilities for washing and five minutes will be allowed before lunch and before finishing time to enable Employees to wash and put away gear.
- (f) Work in Compressed Air
- (i) The working hours and conditions of Employees working in compressed air will be those prescribed in the Award.
- (g) Hours Underground - That is not Mining (Mining is provided for in Part 5 of this Agreement)
- (i) **Underground** means in any trench, shaft, drive or tunnel more than 6.1 metres (20 feet) below the surface of the ground or any drive or tunnel over 4.6 metres (15 feet) in length or where the drive or tunnel is timbered irrespective of the depth, or any live sewer more than 2.4 metres (8 feet) below the surface of the ground. Nothing in this clause will entitle a person working in a trench by pot and shot method or otherwise at a depth less than 6.1 metres (20 feet) below the surface of the ground to be paid as a miner.
- (ii) The hours of work of Employees working underground and all dependent work above the ground will begin at the whistle and end at the surface. The hours of work for underground work will be 38 per week worked in accordance with the provisions of clause 6.1.1(a)(i). Each day's work will include half an hour crib break and if two shifts are worked they will be worked between the hours of 6.00 am and midnight.
- (iii) A week's work will be 30 hours per week, exclusive of crib time, except in the following cases:
- miners driving tunnels with a superficial area not exceeding 12.2 metres (40 feet);
 - miners sinking shafts over 15.2 metres (50 feet) in depth; and
 - persons packing and/or scabbling in dead ends and/or boodler working.

6.2 SHIFTWORK

6.2.1 General Building and Construction (Metal and Engineering Construction and Mining is provided for in Parts 4 and 5 respectively of this Agreement)

- (a) Definitions
 - (i) For the purposes of this clause:
 - (A) **afternoon shift** means a shift finishing at or after 1.00 pm and at or before 3.00 pm
 - (B) **night shift** means a shift finishing after 3.00 pm and at or before 11.00 pm
 - (C) **morning shift** means a shift finishing after 4.30 am and at or before 6.00 am
 - (D) **early afternoon shift** means a shift finishing after 11.00 am and before 1.00 pm.
- (b) When an Employee is Employed continuously (inclusive of public holidays) for five (5) shifts Monday to Friday, the following rates will apply:
 - (i) afternoon and night shift—Ordinary Hourly Rate plus 50%;
 - (ii) morning and early afternoon shifts—Ordinary Hourly Rate plus 25%.
- (c) Where a job finishes after proceeding on shiftwork for more than five consecutive days or the Employer terminates the Employee's services during the week, the Employee must be paid at the rate specified in clause 6.2.1(b) for the time actually worked.
- (d) In the case of broken shifts (i.e. less than 38 ordinary hours worked over five consecutive shifts Monday to Friday) the rates prescribed will be Ordinary Hourly Rate at time and a half for the first two hours and double Ordinary Hourly Rates thereafter.
- (e) The ordinary hours of both afternoon and night shift will be eight hours daily inclusive of meal breaks. Provided that where shiftwork comprises three continuous and consecutive shifts of eight (8) hours each per day, a crib time of 20 minutes duration will be allowed on each shift, and will be paid for as though worked. Such crib time will be instead of any other rest period or cessation of work elsewhere prescribed by this Agreement.
- (f) An Employee must be given at least 48 hours' notice of the requirement to work shiftwork.
- (g) The hours for shiftworkers, when fixed, must not be altered except for breakdowns

or other causes beyond the control of the Employer, provided that notice of such alteration must be given to the Employee not later than ceasing time of the previous day shift.

- (h) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, will be regarded as a Friday shift.
- (i) All work in excess of shift hours, Monday to Friday, other than holidays must be paid for at double time based on the Ordinary Hourly Rate (excluding shift rates).
- (j) The provisions of this Agreement relating to hours of work and leave will apply to Employees working shiftwork.

6.2.2 Civil Construction Sector

(a) Definitions

(i) For the purpose of this clause:

- (A) **shiftwork** means any system of work in which operations are being continued by the employment of a group of Employees upon work on which another group had been engaged previously
- (B) **day shift** means any shift starting on or after 6.00 am and before 10.00 am
- (C) **afternoon shift** means any shift starting at or after 10.00 am and before 8.00 pm
- (D) **night shift** means any shift starting at or after 8.00 pm and before 6.00 am
- (E) **rostered shift** means a shift of which the Employee concerned has had at least 48 hours' notice.

(b) Roster

(i) Shifts must be worked according to a roster which will:

- (A) provide for rotation of shifts unless all the Employees concerned agree otherwise;
- (B) provide for not more than eight shifts to be worked in any nine consecutive days; and
- (C) specify the commencing and finishing times of each shift.

(c) Ordinary Hours

- (i) The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of two, three or four weeks.
 - (ii) A shift will consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which will be counted as time worked.
- (d) Paid leave
 - (i) Each day of paid leave taken and any public holiday occurring during any shift cycle will be regarded as a shift worked for accrual purposes.
- (e) Overtime
 - (i) All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the Employees themselves or for the purpose of effecting the customary rotation of shifts.
- (f) Shift allowances
 - (i) A shiftworker whilst on afternoon or night shift other than on a Saturday, Sunday or public holiday must be paid their Ordinary Hourly Rate plus 15%.
- (g) Saturdays
 - (i) Employees working shifts between midnight on Friday and midnight on Saturday must be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in clause 6.2.2(d).
- (h) Sundays and holidays
 - (i) Subject to this clause, the provisions of clause 6.6 – Public Holidays, will apply to shiftworkers. Where shifts commence between 11.00 pm and midnight on a Sunday or holiday, the time so worked before midnight will not entitle the Employee to the Sunday or holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday will be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday that shift, the major portion of which falls on a Sunday or a holiday, will be regarded as the Sunday or holiday shift.
- (i) Five successive shifts
 - (i) Shiftworkers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid at

Ordinary Hourly Rate at time and a half for all ordinary time occurring during such shift.

(j) Permanent night shift

(i) An Employee who (except at their own request pursuant to clause 6.2.2(b)(i)(A)):

- (A) during a period of engagement on shift, works night shift only; or
- (B) remains on a night shift for a longer period than four successive weeks; or
- (C) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night shift in each cycle;

must, during such engagement, period or cycle be paid their Ordinary Hourly Rate plus 30% for all time worked during ordinary working hours on such night shift.

(k) Call outs

(i) A shiftworker called out to work after the expiration of their customary working time and after they have left work for the shift, or is called out to work on a day on which they are rostered off, must be paid for a minimum of three hours work calculated at double the Ordinary Hourly Rate for each time the shiftworker is called out. Provided that if called out on a public holiday, payment must be calculated at the rate prescribed in clause 6.5.9 of this Agreement.

(l) Transport after overtime

(i) When a shiftworker, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Employer will provide the shiftworker with transport to their usual place of residence or to the nearest appropriate public transport.

6.3 MEAL BREAKS

6.3.1 Meal Break – Day Workers

- (a) There must be a cessation of work and of working time, for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1.00 pm, or as otherwise agreed between the Employer and a majority of Employees, provided that an Employee must not be required to work more than five hours without a break for a meal.
- (b) Where, because of the area or location of a project, the majority of on-site Employees on the project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of finishing of work.

6.3.2 Meal break—shiftworkers

- (a) At no later than five hours after the commencement of each shift there must be a cessation of work of 30 minutes duration to allow shiftworkers to take a meal break which will be counted as time worked.

6.3.3 Rest periods and crib time

- (a) There must be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am and 11.00 am.
- (b) When an Employee is required to work overtime after the usual finishing time of the day or shift for two hours or more, the Employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such finishing time and thereafter, after each four hours of continuous work (also without deduction of pay), a crib time of 30 minutes in duration. In the event of an Employee remaining at work after the usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the Employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- (c) For the purposes of this subclause, **usual finishing time** is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 6.1 – Ordinary Hours of Work, and clause 6.2 – Shiftwork.
- (d) Where shiftwork comprises three continuous and consecutive shifts of eight hours per day inclusive of time worked for accrual purposes as prescribed in clauses 6.1 – Ordinary Hours of Work, and clause 6.2 – Shiftwork, a crib time of 20 minutes in duration must be allowed without deduction of pay in each shift. Such crib time in

each shift will be instead of any other rest period or cessation of work elsewhere prescribed by this Agreement.

6.3.4 Working with toxic materials

- (a) Where an Employee is using toxic materials and such work continues to the Employee's meal break, the Employee will be entitled to take washing time of 10 minutes immediately prior to the meal break. Where this work continues to the finishing time of the day or is finalised at any time prior to the finishing time of the day, washing time of 10 minutes will be granted. The washing time break or breaks will be counted as time worked.

6.3.5 Shaft or trench sinkers, etc.

- (a) Where shaft or trench sinkers or timber persons are working at a depth of over 1.8 metres and where Employees are driving at any depth in a tunnel or are engaged on similar work, the prescribed ordinary hours will include a daily crib time of 30 minutes which will be counted as time worked.

6.3.6 Hot work

- (a) Where an Employee works for more than 2 hours in a place where the temperature has been raised by artificial means to 46 C and above, the employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.

6.3.7 Cold work

- (a) Where an Employee works for more than 2 hours in a place where the temperature is lowered by artificial means to less than 0 C, the Employee is entitled to 20 minutes rest after every 2 hours work without loss of pay.

6.4 OVERTIME

6.4.1 Requirement to work reasonable overtime

- (a) Except as provided in this clause, the Employer may require any Employee to work reasonable overtime.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to Employee health and safety from working the additional hours;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it;
 - (v) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hour;
 - (vi) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - (vii) the nature of the Employee's role, and the Employee's level of responsibility; and
 - (viii) any other relevant matter.

6.4.2 All time worked beyond an Employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in clauses 6.1– Ordinary Hours of Work, and clause 6.2 - Shiftwork), Monday to Friday, must be paid for at the rate of time and a half for the first two hours and at double time thereafter.

6.4.3 An Employee recalled to work overtime after leaving the Employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours' work at the appropriate rates for each time the Employee is so recalled. The Employee will not be required to work the full three hours if the job the Employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.

6.4.4 Clause 6.4.3 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 ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 6.4.5 If the Employer requires an Employee to work during the time prescribed by clause 6.3.1 for finishing of work, the Employee must be paid at the rate of double time for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal break. If the finishing time is shortened at the request of the Employee to the minimum of 30 minutes prescribed in clause 6.3.1 or to any other extent (not being less than 30 minutes) the Employer will not be required to pay more than the Ordinary Hourly Rates for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.
- 6.4.6 No Employee under the age of 18 years will be required to work overtime or shiftwork.
- 6.4.7 Except in an emergency, no trainee will work or be required to work overtime or shiftwork at times which would prevent the Employee's attendance at a training facility, as required by any statute, enterprise agreement, award or regulation.
- 6.4.8 When an Employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the Employee has not been regularly rostered, the Employer must pay the cost of, or provide, transport to the Employee's home or to the nearest public transport.

6.4.9 **Overtime Breaks:**

An Employee who works so much overtime:

- (a) between the termination of the Employee's ordinary work day or shift, and the commencement of the Employee's ordinary work in the next day or shift that the Employee has not had at least 10 consecutive hours off duty between these times;
or
- (b) on Saturdays, Sundays and holidays (not being ordinary working days) or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the Employee's ordinary commencing time on the next ordinary day or shift;

must be released after completion of such overtime until the Employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

- 6.4.10 An Employee who has worked continuously (except for meal and crib times allowed by this Agreement) for 20 hours must not be required to continue at or commence work for at least 12 hours.
- 6.4.11 If, on the instructions of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, the Employee must be paid at double time until the Employee is released from duty for such period and will then be entitled to be absent

until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.4.12 The provisions of this sub clause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:

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

6.4.13 All work performed on any of the holidays prescribed by the NES or substituted instead thereof, must be paid for at the rate of double time and a half.

6.4.14 The provisions of clauses 6.4.8 and 6.4.9 must apply in respect of work on a holiday.

6.4.15 An Employee required to work on a holiday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.

6.4.16 All work performed on a Saturday or a Sunday will be paid in accordance with clause 6.5 – Penalty Rates.

6.5 PENALTY RATES

6.5.1 Overtime worked on Saturday must be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday must be paid for at the rate of double time.

6.5.2 An Employee required to work overtime on a Saturday must be afforded at least three hours' work or be paid for three hours at the appropriate rate.

6.5.3 All work performed on the Saturday following Good Friday must be paid for at the rate of double time and a half.

6.5.4 An Employee required to work on the Saturday following Good Friday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.

6.5.5 All time worked on Sundays must be paid for at the rate of double time. An Employee required to work overtime on a Sunday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.

6.5.6 For casuals required to work overtime on weekend work will be entitled to the relevant penalty rates prescribed by clause 6.4—Overtime, and this clause 6.5—Penalty rates, provided that:

- (a) where the relevant penalty rate is time and a half, the employee must be paid 175%

- of the Ordinary Hourly Rate prescribed for the employee's classification; and
- (b) where the relevant penalty rate is double time, the employee must be paid 225% of the Ordinary Hourly Rate prescribed for the employee's classification.
- 6.5.7 An Employee working overtime on Saturday or Sunday must be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am.
- 6.5.8 An Employee working overtime on a Saturday or working on a Sunday must be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the Ordinary Hourly Rate but this provision will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.
- 6.5.8 In the event of an Employee being required to work in excess of a further four (4) hours, the Employee must be allowed to take a paid crib time of 30 minutes which will be paid at the Ordinary Hourly Rate.
- 6.5.9 All work performed on public holidays, or substituted days, must be paid for at the rate of double time and a half, subject to a minimum payment for four (4) hours' work.
- 6.5.10 A Casual Employee required to work on a public holiday prescribed by the NES must be paid 275% of the Ordinary Hourly Rate prescribed for the Employee's classification.

6.6 TIME OFF INSTEAD OF PAYMENT OF OVERTIME

- 6.6.1 This clause does not apply to daily hire employees or Casual Employees.
- 6.6.2 An Employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- 6.6.3 Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under this clause.
- 6.6.4 An agreement must state each of the following:
- (a) the number of overtime hours to which it applies and when those hours were worked;
 - (b) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
 - (c) that ,if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (d) that any payment mentioned in clause 6.6.4(c) must be made in the next pay period following the request.
- 6.6.5 The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

6.6.6 Time off must be taken:

- (a) within the period of 6 months after the overtime is worked; and
- (b) at a time or times within that period of 6 months agreed by the Employee and Employer.

6.6.7 If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 29.12 but not taken as time off, the Employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

6.6.8 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 29.12(f), the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

6.6.9 The Employer must keep a copy of any agreement under clause 29.12 as an employee record.

6.6.10 The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.

6.6.11 An employee may, under section 65 of the *Fair Work Act 2009*, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause 29.12 will apply, including the requirement for separate written agreements under clause 29.12(c) for overtime that has been worked.

6.6.12 If, on the termination of the Employee's employment, time off for overtime worked by the employee to which clause 29.12 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

6.7 PUBLIC HOLIDAYS

6.7.1 Public holidays are provided for in the NES.

6.7.2 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of days prescribed in the NES.

6.8 OTHER PROVISIONS

6.8.1 Employees must receive 2 months' notice of a Christmas shut down.

6.8.2 If an Employee (other than a casual) is terminated and then re-engaged within six (6) months of the date of termination, then personal/carer's leave balance at termination will be restored.

PART 7 – PROFESSIONAL EMPLOYEES STREAM - HOURS OF WORK AND RELATED MATTERS

7.1 ORDINARY HOURS OF WORK AND ROSTERING

7.1.1 For the purpose of the NES, ordinary hours of work under this Agreement are 38 per week. An Employee who by agreement with the Employer is working a regular cycle (including shorter or longer hours) must not have ordinary hours of duty which exceed an average of 38 hours per week over the cycle.

7.1.2 Additional/out of Hours Work

Employers will compensate employees under clause 7.1.3 for:

- (a) time worked regularly in excess of ordinary hours of duty;
- (b) time worked on call-backs;
- (c) time spent standing by in readiness for a call-back;
- (d) time spent carrying out professional engineering duties or professional scientific/information technology duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or
- (e) time worked on afternoon, night or weekend shifts.

7.1.3 Compensation for Additional/out of Hours Work

Compensation may include one or any combination of:

- (a) granting special additional leave;
- (b) granting special additional remuneration;
- (c) taking this factor into account in the fixation of annual remuneration; or
- (d) granting a special allowance or loading.

Provided that, where relevant, such compensation or remuneration will include consideration of the penalty rate or equivalent and the conditions as applicable from time to time to the majority of Employees Employed in a particular establishment in which the Employee is Employed.

7.1.4 The compensation and/or remuneration will be reviewed annually to ensure that it is set at an appropriate level having regard to the factors listed in this clause.

7.1.5 Transfers

- (a) Where an Employee is transferred permanently from day work to shiftwork or from shiftwork to day work, such Employee should receive at least one month's notice.

However, the Employer and the Employee may agree on a lesser period of notice.

7.2 PROFESSIONAL ENGINEERS UNDER THIS AGREEMENT

7.2.1 Qualified Engineer/s

- (a) **Experienced engineer** means a Professional engineer with the undermentioned qualifications engaged in any particular employment where the adequate discharge of any portion of the duties requires qualifications of the Employee as (or at least equal to those of) a member of Engineers Australia. The qualifications are as follows:
- (i) membership of Engineers Australia; or
 - (ii) having graduated in a four or five year course at a university recognised by Engineers Australia, four years' experience on professional engineering duties since becoming a Qualified engineer; or
 - (iii) not having so graduated, five years of such experience.
- (b) **Graduate engineer** means a person who is the holder of a university degree (four or five year course) recognised by Engineers Australia or is the holder of a degree, diploma or other testamur which:
- (i) has been issued by a technical university, an institute of technology, a European technical high school (technische hochschule) or polytechnic or other similar educational establishment; and
 - (ii) is recognised by Engineers Australia as attaining a standard similar to a university degree; and has been issued following:
 - (A) a course of not less than four years duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian university; or
 - (B) a part-time course of sufficient duration to obtain a similar standard as a four year full-time course after a similar standard of secondary education.
- (c) **Professional engineer** means a person qualified to carry out professional engineering duties as defined. The term Professional engineer will embrace and include Graduate engineer and Experienced engineer as defined in this clause.
- (d) **Professional engineering duties** means duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the Employee as (or at least equal to those of) a graduate member of Engineers Australia

7.3 NOTIFICATION OF CONDITIONS OF EMPLOYMENT AND RESPONSIBILITY LEVEL

- (a) Employees engaged or Employed by the Employer covered by this Agreement must be advised in writing by the Employer of the conditions under which the Employee is to be Employed.

- (b) An Employee must on appointment and/or upon request be informed by their Employer of the responsibility level as described in clause 3.2.6 which the Employer considers relevant to the Employee's employment having regard to the duties performed by the Employee concerned.

7.4 EVIDENCE OF QUALIFICATIONS

- (a) An Employee who is Employed under this Agreement or who is an applicant for employment covered by this Agreement, must if and when required to do so by the Employer, produce to the Employer written evidence that they possess or have acquired the qualifications of a Qualified engineer, Experienced engineer, Qualified scientist, Experienced scientist, Graduate information technology Employee or Experienced information technology Employee.
- (b) Where an Employee has failed to produce to the Employer written evidence that they possess or have acquired the relevant qualifications and the Employee subsequently claims to be entitled to payment at a rate prescribed by this Agreement, it will be a defence to the Employer if the Employer establishes that during the said period the Employer did not know and had no reason to believe that the Employee had acquired the qualifications of a Qualified engineer, Experienced engineer, Qualified scientist, Experienced scientist, Graduate information technology Employee or Experienced information technology Employee.

7.5 PROFESSIONAL DEVELOPMENT

- (a) It is understood and accepted that it is the responsibility of the Employees to keep themselves informed of developments in their profession and to develop their professional knowledge and ability, and that it is appropriate for Employees to be encouraged to undertake self-development programs.
- (b) Where the Employee and the Employer agree that an activity be undertaken by the Employee as a component of a structured training program, the Employer will meet all costs associated with the training.

7.6 PUBLIC HOLIDAYS

7.6.1 Public holidays are provided for in the NES.

7.6.2 Substitution of public holidays by agreement at the enterprise

- (a) Substitution of public holidays by majority agreement - The Employer and its Employees may agree to substitute another day for any of the prescribed days in this clause. For this purpose, the consent of the majority of the affected Employees will constitute agreement.
- (b) Substitution of public holidays by individual agreement - The Employer and individual Employee may agree to the Employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or relevant section or sections of it.

7.7 NOTICE

7.7.1 Notwithstanding clauses 2.4 and 2.6, the minimum notice for employees in this Stream is 4 weeks or payment in lieu (part in lieu) thereof.

PART 8 – CLERICAL / ADMINISTRATION STREAM - HOURS OF WORK AND RELATED MATTERS

8.1 ORDINARY HOURS OF WORK (OTHER THAN SHIFTWORKERS)

8.1.1 Weekly Hours of Work – day workers

- (a) The ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days, or an average of 38 over the period of an agreed roster cycle.
- (b) The ordinary hours of work may be worked from 7.00 am to 7.00 pm Monday to Friday and from 7.00 am to 12.30 pm Saturday. Provided that where an Employee works in association with other classes of Employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by this Enterprise Agreement applying to the majority of the Employees in the workplace.
- (c) Not more than 10 hours exclusive of meal breaks (except if paid for at overtime rates) are to be worked in any one day.

8.1.2 Altering spread of hours

- (a) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Employer. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between the Employer and the majority of Employees concerned or in appropriate circumstances, between the Employer and an individual Employee.

8.1.3 Notice of rostered days off

- (a) Where an Employee is entitled to a rostered day off during the Employee's work cycle, the Employer must give the Employee four weeks' notice in advance of the weekday the Employee is to take off.

8.1.4 Substitute days

- (a) The Employer may substitute the day an Employee is to take off for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An individual Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day.
- (c) Where the working of the 38 hour week is agreed to in accordance with this clause, an Employee and the Employer may agree to a banking system of up to a maximum of five rostered days off. An Employee would therefore work on what would normally have been the Employee's rostered day off and accrue an entitlement to

bank a rostered day off to be taken at a mutually convenient time for both the Employee and the Employer, provided not less than five days' notice is given before taking the banked rostered day(s) off.

- (d) No payments or penalty payments are to be made to Employees working under this substitute banked rostered day off. However the Employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an Employee elects to take a banked rostered day off.
- (e) Employees terminating prior to taking any banked rostered day(s) off must receive one fifth of average weekly pay over the previous six months multiplied by the number of banked substitute days.
- (f) Employees who work on a rostered day off basis each 20 day cycle are entitled to 12 rostered days off in a 12 month period.

8.2 BREAKS

8.2.1 Meal Breaks

- (a) Subject to the provisions of clause 8.4 – Shiftwork of this Stream, a meal period of not less than 30 minutes and not more than 60 minutes must be allowed to each Employee. Such meal period must be taken not later than five hours after commencing work and after the resumption of work from a previous meal break. Employees required to work through meal breaks must be paid double time for all time so worked until a meal break is allowed.

8.2.2 Rest Break

- (a) An Employee must be allowed two 10 minute rest intervals to be counted as time worked on each day that the Employee is required to work not less than eight ordinary hours. Each rest interval should be taken at a time suitable to the Employer taking into account the needs of the business. If suitable to business operations, the first rest interval should be allowed between the time of commencing work and the usual meal interval and the second rest interval should be allowed between the usual meal and the time of ceasing work for the day.
- (b) An Employee must be allowed one 10 minute rest interval to be counted as time worked on each day that the Employee is required to work more than three but less than eight ordinary hours. The rest interval should be taken at a time suitable to the Employer taking into account the needs of the business.
- (c) An Employee who works more than four hours overtime on a Saturday morning must be allowed a rest interval of 10 minutes without loss of pay between the time of commencing work and finishing work.

8.3 OVERTIME RATES AND PENALTIES (OTHER THAN SHIFTWORKERS)

8.3.1 Payment for working overtime

- (a) Employees working overtime:
 - (i) within the hours fixed in clause 8.1 – Ordinary Hours of Work (other than shiftworkers), of this Agreement but in excess of the hours fixed for an ordinary week's work; or
 - (ii) outside the hours fixed in clause 8.1 of this Agreement;

must be paid time and a half for the first two hours and double time thereafter calculated on a daily basis.
- (b) For the purposes of this clause hours fixed for an ordinary week's work means the hours of work fixed in an establishment in accordance with clause 8.1 of this Agreement or varied in accordance with the relevant clauses of this Agreement.
- (c) For the purposes of administering the provisions contained in this clause, the minimum period for which an Employee must be paid overtime is one half hour per week.
- (d) An Employee who works 38 hours Monday to Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday, provided that such Employee is ready, willing and available to work such overtime.

8.3.2 Payment for working Saturdays and Sundays

- (a) Work within the spread of ordinary hours on Saturday will be paid at the rate of time and a quarter.
- (b) All work done on a Sunday must be paid for at the rate of double time.
- (c) An Employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided the Employee is available for work for four hours.

8.3.3 Rest Period After Overtime

- (a) When overtime work is necessary it must wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An Employee (other than a Casual Employee) who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day that the Employee has not had at least 10 consecutive hours off duty between those times must, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary

- working time occurring during such absence.
- (c) If on the instructions of the Employer such an Employee resumes or continues work without having had such 10 consecutive hours off duty the Employee must be paid at double the Ordinary Hourly Rate until the Employee is released from duty for such period and the Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (d) Overtime worked in the circumstances specified in clause 8.3.4 must not be regarded as overtime for the purpose of this clause.
 - (e) The provisions of this clause apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purposes of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
 - (iii) where a shift is worked by arrangement between the Employees themselves.
 - (f) When an Employee has not substituted nor banked the rostered day off and therefore works overtime on the rostered day off, the rate of pay must be calculated in accordance with the provisions of clause 8.3.1.

8.3.4 Return to Duty

- (a) Where an Employee is required to return to duty after the usual finishing hour of work for that day the Employee must be paid at the overtime rates prescribed in clause 8.3.1(a) but must receive a minimum payment as for three (3) hours' work. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one (1) hour) with the completion or commencement of ordinary working time.

8.3.5 Time Off Instead of Overtime

- (a) An Employee and Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 8.3.5.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;

- (ii) that the Employer and Employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out in the Clerks – Private Sector Award 2020 at Schedule E. There is no requirement to use the form of agreement set out in the Clerks - Private Award 2020 at Schedule E. An agreement under clause 8.3.5 can also be made by an exchange of emails between the Employee and Employer, or by other electronic means.

- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 8.3.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of six (6) months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 8.3.5 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of six (6) months mentioned in paragraph (e), the Employer must pay the Employee for the overtime, in the next pay period following those six (6) months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under clause 8.3.5 as an Employee record.
- (i) An Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the Employer and

the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request then clause 8.3.5 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the NES for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the Employee to which clause 8.3.5 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: A person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 8.3.5.

8.3.6 Make-up Time

- (a) An Employee may elect, with the consent of the Employer, to work 'make-up time' under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

8.4 SHIFTWORK (CLERICAL/ADMIN)

8.4.1 Definitions

- (a) In this clause:
 - (i) **Afternoon shift** means any shift finishing after 7.00 pm and at or before midnight.
 - (ii) **Night shift** means any shift finishing after midnight, and at or before 7.00 am.
 - (iii) **Permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

8.4.2 Altering span of hours

- (a) By agreement between the Employer and the majority of Employees concerned or in appropriate cases an individual Employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

8.4.3 Ordinary hours of work

- (a) The ordinary hours of work for shiftworkers are to be an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the Employer and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (c) Not more than 10 ordinary hours are to be worked in any one day, including paid breaks.

8.4.4 Hours, shift allowances, special rates, meal interval

- (a) Notwithstanding any other provisions of this Agreement an Employee may be Employed on shifts, in which case the ordinary hours for a week's work are to be 38, and must be performed in shifts not exceeding six shifts of 10 hours each. A Sunday may be included.
- (b) Times of beginning and ending the shift of an Employee may in any case be varied by agreement between the Employer and the Employee or in the absence of agreement may be varied by at least one week's notice given by the Employer to the Employee.

- (c) A shiftworker Employed on an afternoon shift or a night shift must, for work done during the ordinary hours of any such shift, be paid Ordinary Hourly Rates plus an additional 15% for afternoon or night shift, or an additional 30% for a permanent night shift.
- (d) A shiftworker whose ordinary working period includes a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of the NES) as an ordinary working day must be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or public holiday.
- (e) Where ordinary shift hours commence between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time so worked before midnight does not entitle the shiftworker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shiftworker on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday is regarded as ordinary time worked on such Sunday or public holiday.
- (f) Twenty minutes must be allowed to a shiftworker for a meal during each shift before the expiration of five hours. Such meal break must be counted as time worked.

8.4.5 Overtime

- (a) A shiftworker for all time worked:
 - (i) in excess of the ordinary weekly hours fixed in this clause must be paid time and a half for the first three hours and double time thereafter; or
 - (ii) in excess of ordinary daily hours on an ordinary shift must be paid time and a half of the Ordinary Hourly Rate for the first two hours and double time thereafter.
- (b) Clause 8.3.5 – Time Off Instead of Overtime and clause 8.3.6 – Make-up Time, apply to shiftworkers as well as day workers.

8.4.6 Work on Saturday, Sunday or Public Holiday

- (a) A shiftworker whose ordinary working period does not include a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of the NES) as an ordinary working day must, if required to work on any such day be paid double time for work done with a minimum payment of four hours at double time if the Employee is available for work during such four hours. This provision for minimum payment does not apply where the work on such day is continuous with the commencement or completion of the Employee's ordinary shift.

8.4.7 Special Rates Not Cumulative

- (a) The special rates prescribed are in substitution for and not in addition to the shift allowances prescribed.

8.5 PUBLIC HOLIDAYS

8.5.1 Public holidays are provided for in the NES.

8.5.2 The Employer and the Employees may by agreement substitute another day for a public holiday.

8.5.3 Work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday and substitute day are worked public holiday penalties are payable on one of those days at the election of the Employee. An Employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the Employee is available to work for four hours.

8.6 UNPAID PERSONAL LEAVE FOR CASUALS

8.6.1 Casual Employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.

8.6.2 Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.

PART 9 - LEAVE

9.1 ANNUAL LEAVE

9.1.1 Annual Leave is provided for in the NES.

9.1.2 Arrangements for taking Annual Leave

- (a) Where an Employee works in a remote location or on cycle work made up of working days and non-working days, a period of paid annual leave includes working and non-working days during the period.
- (b) Where an Employee works in a remote location or on cycle work made up of working days (on-duty period) and non-working days (off-duty period), the Employer may reasonably require that:
 - 1. any period or periods of annual leave taken by the Employee must be a multiple of the on-duty period and/or off-duty period under the Employee's work cycle roster; or
 - 2. the Employee take annual leave in accordance with the roster cycle.

9.1.3 Payment for Annual Leave and Annual Leave Loading

- (a) Engineering, Manufacturing and Fabrication stream
 - 1. Instead of the Base Hourly Rate as referred to in s.90(1) of the NES, an Employee under this Agreement, before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the Employee would have worked had the Employee not been on leave during the relevant period.
 - 2. Subject to clause 9.1.3(a)3, the wages to be paid must be worked out on the basis of what the Employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of this Agreement, first aid allowance and any other wages payable under the Employee's contract of employment including any over Agreement payment.
 - 3. Subject to clause 9.1.3(a)4 the Employee is not entitled to payments in respect of overtime, shift loading, weekend penalty rates, special rates or any other payment which might have been payable to the Employee as a reimbursement for expenses incurred.
 - 4. During a period of annual leave an Employee must also be paid a loading calculated on the wages prescribed in clause 9.1.3(a)1 to 9.1.3(a)3.
 - 5. The loading must be as follows:

(A) Day work

(AA) An Employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 9.1.3(a)1 to 9.1.3(a)3 or the relevant weekend penalty rates, whichever is the greater but not both.

(B) Shiftwork

(AA) An Employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 9.1.3(a)1 to 9.1.3(a)3 or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

(b) Mining Stream

1. The amount to be paid to an Employee prior to going on leave must be worked out on the basis of the greater of:

(A) the amount the Employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the Employee as a reimbursement for expenses incurred); or

(B) the Employee's minimum rate of pay for ordinary hours under clause 3.3 – Remuneration of this Agreement plus an annual leave loading of 17.5%.

(c) Building and Construction Stream

1. Instead of the base rate of pay as referred to in s.90(1) of the NES, an Employee under this Agreement, before going on annual leave, must be paid, in advance, the amount which the Employee would have received for working ordinary time hours if they had not been on leave.

2. In addition to the payment prescribed in clause 9.1.3(c)1, the Employee must be paid during a period of annual leave a loading of 17.5% calculated on the rates, loadings and allowances prescribed in Part 6 of this Agreement (Base Hourly Rates plus all purpose allowances and other allowances that are applicable to the Employee's position - industry allowance, underground allowance, tool & Employee protection allowance, living away from home - distant work, fares and patterns allowance and if applicable leading hand allowance). This loading will also be payable on accrued leave paid out on termination of employment.

3. Instead of the payment in respect of annual leave loading provided for in clause 9.1.3(c)2, an Employee who would have worked on shiftwork had they not been on leave and where the Employee would have received shift loadings prescribed by clause 6.2 - Shiftwork, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 6.2.2 will be included in the rate of wage prescribed by clause 9.1.3(c)2 instead of the 17.5% loading.

(d) Professional Employee Stream

1. An Employee must be paid a loading calculated at the rate of 17.5% of their Base Hourly Rate, provided that:
 - (A) The entitlement must not exceed the ABS average weekly earnings for all males (Australia) for the preceding September quarter of the year preceding the year in which the date of the accrual of the annual leave falls.
 - (B) Where an Employee is in receipt of remuneration from their Employer which is related to their annual leave loading and which is established as being of equivalent value to or greater value than the loading provided by this clause, no further entitlement will accrue. Where the benefit is of a lesser value than equivalent value then the Employer must make up the benefit to that value.

(e) Clerical Administration Stream

1. During a period of paid annual leave the Employer must pay an Employee an additional payment in accordance with clause 3.3.7—Minimum rates for the employee's ordinary hours of work in the period.
2. The additional payment is payable on leave accrued.
3. For an Employee who would have worked on day work only had they not been on leave, the additional payment is the greater of:
 - (A) 17.5% of the minimum hourly rate for the employee's ordinary hours of work in the period; or
 - (B) The minimum hourly rate for the employee's ordinary hours of work in the period inclusive of weekend penalty rates as specified in clause 5.3.1—Overtime rates (employees other than shiftworkers).
4. For an Employee who would have worked on shiftwork had they not been on leave, the additional payment is the greater of:
 - (A) 17.5% of the minimum hourly rate for the employee's ordinary hours of work in the period; or
 - (B) The minimum hourly rate for the employee's ordinary hours of work in the period inclusive of shift and weekend penalty rates for shiftwork as specified in clause 5.3.2—Overtime rates for shiftwork.

9.1.4 Definition of a Shiftworker (for the purpose of the additional week provided for in the NES)

(a) Engineering, Manufacturing and Fabricating

1. For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. Where an Employee with 12 months continuous service is engaged for part of the 12 month period as a seven day shiftworker, that Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a seven day shiftworker.

(b) Mining Stream

1. For the purposes of the provisions of the NES which deal with annual leave, shiftworker means a continuous shiftworker.

(c) Building and Construction

1. For the purpose of the additional week of leave provided by the NES, a shiftworker means a continuous shiftworker as defined in Part 6 of this Agreement.

(d) Professional Employee Stream

1. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. Where an Employee with 12 months' continuous service is engaged for part of the 12 monthly period as a seven day shiftworker, the Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a seven day shiftworker.

(e) Clerical Administration Stream

1. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

9.1.5 Taking Annual Leave During Shut Downs

- (a) The Employer may direct an Employee, by giving at least four (4) weeks' notice, to take paid annual leave during all or part of a period where the Employer shuts down the business or part of the business where the Employee works. If an Employee does not have sufficient accrued annual leave for the period of the shut down, then the Employee may be required to take leave without pay.

- (b) Where the Employer decides to utilise the provisions of clause 9.1.5(a) in respect of the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of their Employees then qualified for such leave, the Employer must give at least 2 months' notice to the affected Employees.

9.1.6 Excessive leave – Employer Direction

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than eight (8) weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker).
- (b) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If an Employer has genuinely tried to reach agreement with an Employee under this clause but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the employee in writing to take one or more periods of paid annual leave. However, a direction by the Employer under this paragraph:
 1. is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account; and
 2. must not require the Employee to take any period of paid annual leave of less than one week; and
 3. must not require the Employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given; and
 4. must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (d) The Employee must take paid annual leave in accordance with a direction under paragraph (c) that is in effect.
- (e) An Employee to whom a direction has been given under paragraph (c) may request to take a period of paid annual leave as if the direction had not been given.

9.1.7 Excessive leave – Employee application

- (a) If an Employee has genuinely tried to reach agreement with an Employer on how to reduce or eliminate the excessive leave accrual but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written

notice to the Employer requesting to take one or more periods of paid annual leave. However, an Employee may only give a notice to the Employer under this paragraph if:

1. the Employee has had an excessive leave accrual for more than six (6) months at the time of giving the notice; and
 2. the Employee has not been given a direction under clause 9.1.6(c) that, when any other paid annual leave arrangements are taken into account, would eliminate the Employee's excessive leave accrual.
- (b) A notice given by an employee under paragraph (a) must not:
1. if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than six (6) weeks when any other paid annual leave arrangements are taken into account; or
 2. provide for the Employee to take any period of paid annual leave of less than one (1) week; or
 3. provide for the Employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the notice is given; or
 4. be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (c) An Employee is not entitled to request by a notice under paragraph (a) more than four (4) weeks' paid annual leave (or five (5) weeks' paid annual leave for a shiftworker), in any period of 12 months.
- (d) The Employer must grant paid annual leave requested by a notice under paragraph (a).

9.1.8 Leave in advance

- (a) The Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
 2. be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (c) The Employer must keep a copy of any agreement under clause 9.1.8 as an employee record.

- (d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 9.1.8, the Employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

9.1.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 9.1.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 9.1.9.
- (c) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under clause 9.1.9 must state:
 - 1. the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - 2. the date on which the payment is to be made.
- (e) An agreement under clause 9.1.9 must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 9.1.9 as an employee record.

9.2 PERSONAL / CARERS LEAVE AND COMPASSIONATE LEAVE

9.2.1 Personal/carer's leave and compassionate leave are provided for in the NES

9.3 PARENTAL LEAVE

9.3.1 Parental Leave is provided for in the NES.

9.4 COMMUNITY SERVICE LEAVE

9.4.1 Community service Leave is provided for in the NES.

9.5 LONG SERVICE LEAVE

9.5.1 All Employees will be entitled to Long Service Leave in accordance with the provisions of the NES.

9.5.2 Queensland Employees who receive Portable Long Service Leave entitlements will not receive any payments from the Employer for the same period/s.

9.5.3 This Agreement allows the cashing-out of the Long Service Leave entitlement at the time when the Long Service Leave falls due, provided the Employer and Employee agree by a signed agreement and it is in accordance with the relevant NES.

9.6 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

9.6.1 This clause applies to all Employees, including casuals.

9.6.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

close relative means:

1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
3. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of close relative in clause 9.6.2(a) includes a former spouse or de facto partner.

9.6.3 Entitlement to unpaid leave

(a) An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

1. the leave is available in full at the start of each 12 month period of the

Employee's employment; and

2. the leave does not accumulate from year to year; and
3. is available in full to part-time and casual Employees.

9.6.4 Taking unpaid leave

(a) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

1. is experiencing family and domestic violence; and
2. needs to do something to deal with the impact of the family and domestic violence; and
3. it is impractical for the employee to do that thing outside their ordinary hours of work.

9.6.5 Service and continuity

(a) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

9.6.6 Notice and evidence requirements

(a) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under clause 9.6. The notice:

1. must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
2. must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given their Employer notice of the taking of leave under clause 9.6 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in clause 9.6.

9.6.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 9.6.6 is treated confidentially, as far as it is reasonably practicable to do so.

- (b) Nothing in clause 9.6 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

9.6.8 Compliance

- (a) An Employee is not entitled to take leave under clause 9.6 unless the Employee complies with clause 9.6.

PART 10 - MISCELLANEOUS

10.1 OBLIGATIONS TO THE EMPLOYER

10.1.1 Employees acknowledge:-

- (a) the duties not to engage or be engaged in any conduct or activity that may harm or adversely affect or potentially conflict with the Employer's operations, business or interests;
- (b) the Employer and its clients have restrictions on site access and use of vehicles which prohibit:
 - (i) bringing firearms or domestic animals onto any work sites;
 - (ii) Except in the case of emergency, permitting hitchhikers to be carried in any Employer or any Client vehicle;
 - (iii) use, possess or be under the influence of alcoholic beverages or liquor, drugs or other intoxicating substances, other than for bona fide medical reasons, during work hours or in any capacity as an Employee. Should the Employee be required to consume any of the above substances for bona fide medical reasons, the Employee should inform the relevant supervisor, so that an assessment can be made about the Employee's fitness to continue work;

10.2 DRUG AND ALCOHOL TESTING

10.2.1 The Parties acknowledge that the Employer and its clients may have controls on access to work sites that:


- (i) reserves the right to undertake a test or medical examination to test for substances or practices which would/could affect the Employee's performance or cause the Employee to work in an unsafe manner; and
- (ii) permit medical testing without limitation, random drug and alcohol testing carried out by the Client/Dawsons Engineering (N.Q.) Pty Ltd nominated Doctor/tester at the Employer's expense.

PART 11 – DECLARATIONS AND SIGNATORIES

Employer Representative

Chief Executive Officer
[title]

Sharon Rose Dawson
[print name]


[signature of Employer]

50 GREENBANK RD
[address]

STRATFORD 4870
[address]

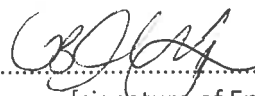
Date: 9.1.2023

A person authorised by Dawsons Engineering (N.Q.) Pty Ltd to sign this Agreement on its behalf.

Employee Representative

Explanation of Authority: Employee

Tracy Brittingham
[print name of Employee]


[signature of Employee]

50 Greenbank Rd
[address]

Stratford 4870
[address]

Date: 9.1.2023

Signed for and on behalf of the Employees.

Witness:

In the presence of

DAMIEN GIRGENTI
[print name of Witness]


[signature of Witness]

50 GREENBANK RD
[address]

STRATFORD QLD 4870
[address]

Date: 9/1/23

Witness:

In the presence of

DAMIEN GIRGENTI
[print name of Witness]


[signature of Witness]

50 GREENBANK RD
[address]

QLD 4870
[address]

Date: 9/1/23

Operational date
Dawsons Engineering Enterprise Agreement 2022

SCHEDULE A

Schedule 2.3

Model consultation term

(regulation 2.09)

Model consultation term

- (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*
- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
 - (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
 - (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the 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

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the 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 subclause (1).

SCHEDULE B

Schedule 2.2

Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (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 enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.