

Ribshire Pty Ltd t/as

Goodline

Enterprise Agreement 2022



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1 Title of Agreement

This Agreement shall be known as the *Ribshire Pty Ltd t/as Goodline Enterprise Agreement* 2022 (**Agreement**).

2 Coverage

The Agreement covers:

- (a) Ribshire Pty Ltd t/as Goodline (ACN 085 847 892) (**Employer**); and
- (b) The Employees of the Employer engaged in workshops or in (or in connection with) projects or on site works located in Queensland, Northern Territory, Western Australia, South Australia and New South Wales in any of the classifications set out in this Agreement (**Employees**).

3 Definitions

"Agreement" means this document, including the Schedules.

"**Award**" means the *Building and Construction General On-Site Award 2020* as at the date the Agreement commences in operation.

"Casual Employee" has the same meaning as section 15A of the FW Act.

"**Continuous Shift Work**" means work of the nature and pattern described in the definition of Continuous Shift Worker.

"Continuous Shift Worker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meals breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts. For the avoidance of doubt, a Continuous Shift Worker is also taken to be the definition of "continuous shift worker" for the purposes of the additional week of annual leave provided for by the NES.

"Daily Hire Employee" has the same meaning as in the Award.

"Day Shift" means any shift starting at or after 6.00 am and before 6.00pm.

"Employee" has the meaning prescribed in clause 2(b) of this Agreement.

"Employer" has the meaning prescribed in clause 2(a) of this Agreement

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

"FWC" means the Fair Work Commission.

"**Fixed-term Employee**" means an Employee who may be engaged as a Full-time Employee or Part-time Employee for a specified period of time, for a specified task, or for the duration of a specified project.

"Full-time Employee" means an Employee who works an average of 36 ordinary hours per week averaged over a defined roster cycle or period, and is not a Part-time Employee or Casual Employee, but it includes Fixed-term Employees engaged on a Full-time basis.

"**Inclement weather**" means the existence of rain or abnormal climatic conditions where it is not reasonable or it is unsafe for Employees to continue working in those conditions.

"**NES**" means the National Employment Standards as set out in the FW Act.

"Night Shift" means any shift starting at or after 6.00 pm and before 6.00 am.

"**Part-time Employee**" means an Employee who works less than an average of 36 ordinary hours per week averaged over a defined roster cycle or period, and is not a Full-time Employee or Casual Employee, but it includes Fixed-term Employees engaged on a Part-time basis.

"Party" or "Parties" means the Employer and the Employees.

"**PPE**" means Personal Protective Equipment.

"Redundant Employee" means an Employee whose employment is terminated at the initiative of the Employer as a result of their role no longer being required to be performed by anyone across the Employer's operations. An Employees' role will not be required to be performed by anyone when there are no opportunities for the performance of that role anywhere across the Employer's operations. An Employee is not a Redundant Employee when a scope of work to which the Employer provides services concludes, and the Employee's employment is terminated as a result of their involvement in that project ceasing where there are other opportunities available to that Employee within the Employer's enterprise. An Employee's role is their classification under this Agreement.

"**Shift Work**" means any roster pattern designated by the Employer which comprises any system of shifts, being a Day Shift, a Night Shift or both, or those engaged in a Continuous Shift Work arrangement.

"Weekend" means any time on a Saturday and/or Sunday.

4 Contract of employment

4.1 Types of Employment

- 4.1.1 Employees under this Agreement will be employed in one of the following categories:
 - (a) Daily Hire Employees;
 - (b) Full-time weekly hire Employees (working up to an average of 36 ordinary hours a week);
 - (c) Part-time weekly hire Employees (working less than an average of 36 ordinary hours a week);
 - (d) Fixed-Term Employees (Full-time or Part-time); or
 - (e) Casual Employees.
- 4.1.2 At the time of engagement, the Employer will inform each Employee, in writing, of the terms of their engagement and, in particular, whether they are to be a Daily Hire, Full-Time, Part-Time, Fixed-Term or a Casual Employee.

4.2 Fixed-Term Employees

- 4.2.1 Employees may be engaged on a Full-Time or Part-Time basis for a specified period of time, for a specified task, or for the duration of a specified project.
- 4.2.2 However, at any time during the specified period/specified task/specified project, either Party may end the employment relationship by giving notice in accordance with the terms of this Agreement.

4.3 Casual Employees

4.3.1 A Casual Employee is defined in clause 3 of this Agreement and is one who is engaged and paid as such on an hourly basis. Work may not be available each day, week or shift and the Employer provides no guarantee of on-going employment or a certain number of hours per week.



- 4.3.2 The Casual Employees' hours of work will be advised prior to the commencement of each period of casual engagement. The actual hours will depend on the operational requirements of the business. Casual Employees are engaged for a minimum of four (4) hours work, per engagement.
- 4.3.3 A Casual Employee's engagement with the Employer may be terminated without notice as a result of the Casual Employee's serious misconduct.
- 4.3.4 If a Casual Employee is offered and accepts permanent employment (Full-Time or Part-Time) with the Employer, the period of service as a Casual Employee with the Employer will count towards any accrual or payment based on service that would otherwise be applicable to a Full-Time or Part-Time Employee (such as notice of termination or redundancy).
- 4.3.5 In addition to their Base Rate of Pay, a Casual Employee will be paid a casual loading of 25%, which is paid as full compensation for any entitlements that may be owed under this Agreement, the Award or any other applicable industrial instrument, including annual leave, personal/carer's leave, community service leave.
- 4.3.6 Casual Employees who are required to work outside of the ordinary hours specified in clause 9 as applicable will be entitled to the relevant overtime penalty rates prescribed in the Agreement for such work. The casual loading of 25% does not apply to work performed outside of the ordinary hours of work.
- 4.3.7 A Casual Employee may be offered conversion from casual employment to permanent employment by the Employer or to request conversion, in accordance with the NES.

4.4 Apprentices

4.4.1 Apprentices will be paid the following percentages of the relevant base rate of pay prescribed in Schedule 1 in accordance with the classifications set out in the Agreement. For the purpose of this clause 4.4 and this Agreement, the term "apprentice" is also taken to include "trainee".

Year	% of Trade Equivalent on Entry
1	55
2	65
3	75
4	90

4.4.2 An Adult Apprentice will be paid the following percentages of the relevant Base Rate of Pay in accordance with the classifications set out in the Agreement.

Year	% of Trade Equivalent on Entry
1	75
2	80
3	85
4	90

- 4.4.3 Each apprentice shall on commencement of employment be designated into a classification group, which shall establish the apprentice's base rate of pay.
- 4.4.4 Apprentices will be engaged in accordance with the terms of this Agreement and relevant apprenticeship legislation and/or regulations made by any State or Territory training authority.
- 4.4.5 An apprentice will be permitted to be absent from work, without loss of pay or continuity of employment, to attend off the job training in accordance with the contract of training and will be paid at the base rate of pay.



- 4.4.6 Time spent by an apprentice attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. No apprentice under the age of 18 years will be required to work overtime or shift work unless they so desire.
- 4.4.7 There will be no demarcation or restrictions between functions or organisational status including between traditional crafts, occupations, vocations or callings.
- 4.4.8 The Employer may direct an apprentice to carry out such duties and use tools and equipment as may be required provided that the apprentice has been properly instructed in the use of such tools and equipment.

Apprentices undergoing a trade qualification will receive up to the following annual tool allowances in the form of supplied tools during the term of the training contract

- 1. First Year \$2,500.00 inc GST
- 2. Second Year \$1,000.00 inc GST
- 3. Third Year \$1,000.00 inc GST
- 4. Fourth Year \$500.00 inc GST
- 4.4.10 Apprentices undertaking a Rigging, Scaffolding or Crane Operator qualification will receive up to the following annual tool allowances in the form of supplied tools during the term of the training contract
 - 1. First Year \$1000.00 inc GST
 - 2. Second Year \$600.00 inc GST
 - 3. Third Year \$600.00 inc GST
 - 4. Forth Year \$300.00 inc GST

5 Contractors

5.1 Wages and Condition of Contractors

- 5.1.1 To provide job security to Employees, the Employer will ensure the wages and conditions of contractors and labour hire companies' employees (engaged by the Employer on a particular project or site) and group training scheme employees engaged to do work covered by this Agreement are no less favourable than the wages and conditions provided for in this Agreement for equivalent or similar work.
- 5.1.2 The Employer will only engage an individual through a labour hire provider for a maximum duration of 12 weeks, after which time the individual will be offered employment by the Employer if the individual is still required to work on the site or project.
- 5.1.3 In such circumstances, the time worked for the labour hire provider shall count as time worked for the Employer for the purpose of clause 17 Probationary / Trial Periods of this Agreement.
- 5.1.4 No Employee shall be made redundant whilst labour hire employees are performing work on the particular site or project on behalf of the Employer.



5.2 Consultation

- 5.2.1 At the request of an employee organisation which is covered by this Agreement (if any), the Employer will, within 2 weeks of the date of the request, provide the below details:
 - (a) the name of any contractors or labour hire providers that are engaged, or are planned to be engaged, in relation to a particular site or project;
 - (b) the type of work given, or proposed to be given, to the contractors or labour hire providers;
 - (c) the number of persons, the qualifications of those persons and the work that has been, or is proposed to be, given to those persons; and
 - (d) the likely duration such contractors or labour hire providers are proposed to be engaged.

6 **Purpose of Agreement**

6.1 General Purpose of Agreement

The purpose of this Agreement is to comprehensively provide for the wages and conditions of employment for the work performed by the Employees described herein.

6.2 General Obligations of Employees

- 6.2.1 Employees are required to:
 - (a) Undertake all duties as directed by the Employer that are:
 - (i) within their skill and competence; and
 - (ii) in accordance with safe working practices.
 - (b) Undertake training as required.
 - (c) Arrive and remain fit for work whilst at work.
 - (d) Maintain a safe and healthy work area.
 - (e) Ensure safe and healthy work practices are applied at all times and take responsibility for their own personal safety and that of other Employees.
 - (f) Ensure that the Employer's values of Honesty, Integrity, Fairness, Ownership, Clarity, Unity and Safety ("HI-FOCUS" values), are upheld at all times.
- 6.2.2 During normal working hours, the Employee shall devote the whole of the Employee's time, attention and abilities to carrying out the Employee's duties. The Employee shall carry out the Employee's duties well, faithfully and diligently providing the Employer with full benefits of the Employee's experience and knowledge. The Employee shall use the Employee's best endeavours to promote, develop and extend the Employer's business interests and reputation and not do anything to its detriment.
- 6.2.3 The Employee must reasonably consult with the Employer prior to the commencement of the Employment in relation to any issue, which might adversely affect the ability of the Employee to perform the Employee's duties

6.3 Duration of Agreement

6.3.1 This Agreement will commence to operate in accordance with the FW Act being seven (7) days after the FWC makes a decision to approve the Agreement and it has a nominal expiry date being 5 June 2026.



6.3.2 This Agreement shall continue to apply beyond its nominal expiry date until terminated or replaced by another enterprise agreement.

6.4 Commitment

- 6.4.1 The parties recognise that each has a responsibility to ensure the successful operation of this Agreement and the Employer relies on the commitment of all the Employees to remain competitive and viable.
- 6.4.2 The Employer is committed to consultation with the Employees and through increased consultation and improved efficiency, the Employer will seek to give greater job satisfaction and career opportunities to the Employees and potential Employees.
- 6.4.3 The Employer's intent for Employees is to be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide Employees with more satisfying and challenging jobs and growth opportunities.
- 6.4.4 An Employee may be required to perform any function providing the Employee has the required expertise to safely discharge the function and provided that such function shall be subject to safe, legal and practical work practices.

6.5 Stand-alone agreement

- 6.5.1 This Agreement will replace all enterprise agreements that have passed their nominal expiry date in relation to the Employer and Employees covered by this Agreement.
- 6.5.2 Employees of the Employer who are employed prior to the commencement of the Agreement and who are entitled to a higher rate of pay or allowance than provided by the Agreement shall continue to be entitled to such higher rate of pay or allowance following the commencement of this Agreement, the only exception being, when an Employee is engaged for a specific project, the project allowance would only apply for the period the Employee is engaged for on that particular project.
- 6.5.3 An Employee who, by virtue of clause 6.5.2, is entitled to such higher rate of pay or allowance will be entitled to have that rate of pay or allowance increased by the percentage increases provided by the Agreement for its nominal life.
- 6.5.4 Where an Employee's engagement comes to an end (for whatever reason), the Employee will not be entitled to any benefits provided by clauses 6.5.2 and 6.5.3 on any subsequent engagement. In other words, if the Employee's engagement comes to an end, and is subsequently re-engaged by the Employer, the Employee will only be paid the applicable wages rates and allowances set out in this Agreement and will not be entitled to continue to receive any preserved rate of pay by virtue of clauses 6.5.2 or 6.5.3.

6.6 No Extra Claims

6.6.1 During the term of this Agreement the parties will make no extra claims for any changes in terms and conditions of employment, including remuneration. The parties agree that this Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship. The Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act and NES conditions.

6.7 National Employment Standards

6.7.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is 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.



7 Places of Work

Employees may be required to work at various locations where the Employer conducts work. The Employer will consult with the Employee from time to time regarding major workplace changes, including the transfer to other locations. However, any movement is at the Employer's discretion.

8 **Project Specific Conditions**

- 8.1 Where an Employee is placed on a site (either CBD or regional) to which different site terms and conditions operate, the Employee and the Employer may agree that the Employee be paid in accordance with the terms and conditions of that site. The minimum site allowance to be paid to Employees is referenced in clause 14, Allowances.
- 8.2 Where an Employee and the Employer have reached an agreement, the Employer will ensure the Employee will not be disadvantaged on an overall basis compared to what he/she would have received under this Agreement.
- 8.3 When requested, the Employer will provide the Employee with a copy of their calculations (identifying the relevant classification) comparing the monetary entitlements that he/she would have received under this Agreement to the site terms and conditions.
- 8.4 Where there is a change in the hours or arrangement of work to be performed by the Employee under the site terms and conditions or the site terms and conditions are varied, the Employer will reassess the Employee's conditions to ensure they are not disadvantaged against the Agreement. Where, as a result of any such change there is a need to alter the Employee's conditions, the alteration (if not implemented prior) will be backdated to the date of that change. The affected Employee will be provided with a copy of the Employer's calculations on request. Any implementation of this clause will be consistent with the *Code for Tendering and Performance of Building Work 2016* (Cth).
- 8.5 An agreement made under this clause will cease to apply at the conclusion of employment on that specific site.

9 Hours of Work

9.1 Ordinary Hours of Work

- 9.1.1 The ordinary hours of work for a Full-time Employee shall be up to a maximum of an average of thirty-six (36) per week averaged over a defined work cycle and may be worked on any or all of the days of the week Monday to Friday inclusive, and except in the case of shift workers, be worked between the hours of 6.00am and 6.00pm. For avoidance of doubt, ordinary hours are no more than 7.2 hours each day, Monday to Friday.
- 9.1.2 Subject to clause 9.1.1, the Employer will determine the actual method of working ordinary hours. Where the Employer wishes to alter the working hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one (1) weeks' notice of the proposed change.
- 9.1.3 The ordinary hours of work shall be consecutive except for an unpaid meal break, which does not exceed half an hour.
- 9.1.4 Work done outside the ordinary hours shall be payable at overtime rates as provided for by this Agreement.
- 9.1.5 In the event the Employee has commenced a shift and the Employer stands an Employee down from duty for the purpose of facilitating a short-term shift change (for example a change from Day Shift to Night Shift), the Employee will be entitled to be paid for the ordinary hours the Employee was stood down for that shift. Accordingly, the same will apply for Employees when they return to their normal shift pattern.



9.2 Overtime

- 9.2.1 The nature of the work is such that Employees will be required to work reasonable overtime. For the purposes of assessing the reasonableness of hours worked, hours of work will be averaged over a 12 month period.
- 9.2.2 Overtime will be assigned on the basis of specific work requirements and the operational needs of the Employer.
- 9.2.3 If it is necessary to withdraw overtime, the Employer will provide Employees with adequate notice (at least one (1) hour during Monday to Friday and at least two (2) hours on a weekend).
- 9.2.4 Work performed outside of the ordinary hours on any day Monday to Friday inclusive, shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.
- 9.2.5 Work commencing prior to 12.00 noon on a Saturday shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.
- 9.2.6 Work commencing on Saturdays after 12.00 noon or on a Sunday shall be paid at the rate of double time.
- 9.2.7 Work occurring on any day prescribed as a Public Holiday under the NES, shall be paid at the rate of double time and one-half except where another day is substituted in agreement with the Employer and Employee.
- 9.2.8 For the wellbeing of Employees, the Employer shall ensure wherever reasonably practicable, that no Employee shall be required to work so much overtime that they do not have at least ten (10) consecutive hours off duty from completing one days work to the commencement of the next days work.
 - (a) If, on the instructions of the Employer, an Employee continues or resumes work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time until released from duty for such period and the Employee shall then be entitled to be off duty until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working hours occurring during this absence.
 - (b) For the purposes of this paragraph, overtime worked as a result of a recall shall not be regarded as overtime when the actual time worked is less than four (4) hours on the recall.
- 9.2.9 An Employee recalled to work after leaving the job shall be paid at least four (4) hours at overtime rates. Where an Employee is recalled on the weekend the Employee will be entitled to a minimum of four (4) hours at double time.
- 9.2.10 Where an Employee commences weekend overtime work and is subsequently informed that the Employee is not required to work overtime, the Employee shall be paid a minimum of four (4) hours work at double time.
- 9.2.11 In the event an Employee is required to be on call, the Employee will be issued a mobile phone owned by the Employer and be entitled to an allowance prescribed in clause 14.5.

9.3 Rest Periods and Meal Breaks

- 9.3.1 A rest period of thirty (30) minutes without deduction of pay shall be allowed each day at a time determined by the Employer. The rest period may be staggered to suit the operational requirements of the site.
- 9.3.2 Except in the case of shift work, an Employee shall be entitled to an unpaid meal break not exceeding thirty (30) minutes duration on each day Monday to Friday inclusive the Employee works taken at a time directed by the Employer.



- 9.3.3 Where an Employee is to work more than four and a half (4.5) hours overtime on any day following completion of ordinary hours, the Employee shall be allowed a paid meal break of thirty (30) minutes, which shall be paid at the applicable rate of pay at the time the break is taken, which shall be in lieu of the unpaid break at clause 9.3.2 of this Agreement. The Employer may require the Employee to take this break at any other time of the day in order to suit operational requirements.
- 9.3.4 For avoidance of doubt, where the Employee qualifies for this paid meal break the Employee will not be entitled to the unpaid meal break.
- 9.3.5 Unless agreed otherwise between the Employer and Employee, each rest period or meal break shall be taken no later than six (6) hours after commencement of ordinary hours of work on any day Monday to Friday or in the case of a weekend overtime not later than six (6) hours after the commencement of work.
- 9.3.6 The Employer may stagger the meal break to meet operational requirements but may not, without first obtaining agreement of an Employee, postpone the meal break beyond the normal scheduled commencement time. If the meal break is delayed by more than one hour, the Employee shall be paid at overtime rates for all time worked after the one-hour delay until the break is taken.
- 9.3.7 Where an Employee is rostered to work or works more than eight (8) hours on a Saturday, Sunday or public holiday, they shall be entitled to a rest period of twenty (20) minutes in duration, which shall be paid at the applicable rate of pay. When a twelve (12) hour day or more is worked, the Employee will be entitled to a paid meal break of thirty (30) minutes at the applicable rate of pay.

9.4 Shift Work

- 9.4.1 Shift Work may be required to be worked and it is a condition of employment that Employees accept to work Shift Work when required to do so by the Employer.
- 9.4.2 The Employer may require Employees to work Shift Work but before it does so, it must give forty-eight (48) hours' notice of its intention to introduce Shift Work. The notice will include advice of the intended start and finish times of the respective shifts. However, less than forty-eight (48) hours' notice may be given in the event of safety or emergency requirements.
- 9.4.3 Ordinary hours for Shift Work Employees will average thirty-six (36) hours per week over a defined work cycle.
- 9.4.4 In addition to the wages paid under this Agreement, Employees on Night Shift work shall be paid a flat loading of 25% of the base rate of pay for all hours worked during the shift.
- 9.4.5 In the event that an Employee's rostered hours will not accumulate the ordinary hours for the week, the Employer will ascribe applicable leave accruals and make applicable superannuation contributions as if the Employee had worked the ordinary hours of that week.

10 Inclement weather

10.1 Inclement Weather Commencing After the Commencement of Work

- 10.1.1 Work in the open will continue until such time as the Employer deems that the particular work can no longer be done safely.
- 10.1.2 The Employer may require all or any Employees to:
 - (a) continue to work under cover or relocate to alternative work not affected by Inclement Weather; or



- (b) obtain materials and services for Employees working undercover where there is only minimal exposure to Inclement Weather; or
- (c) when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
- (d) attend toolbox meetings, work planning sessions or skills development and/or training activities.

10.2 Inclement Weather before Work is Started

- 10.2.1 Where there is Inclement Weather from the usual start time for four hours, the Employer may require all or any Employees to:
 - (a) remain in amenities: or
 - (b) continue to work under cover or relocate to alternative work not affected by Inclement weather; or
 - (c) obtain materials and services for employees working undercover where there is only minimal exposure to Inclement Weather; or
 - (d) when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
 - (e) attend toolbox meetings, work planning sessions or skills development and/or training activities.

10.3 Inclement Weather affecting only a portion of a work site

10.3.1 Should only a portion of the work site be affected by Inclement Weather, all other Employees not so affected shall continue working, notwithstanding that some Employees may be entitled to cease work due to Inclement Weather.

10.4 Inclement Weather continuing after the usual starting time

- 10.4.1 If after the usual starting time the Employer, in consultation with Employees, agrees that the weather is unlikely to improve and that the utilisation of Employees pursuant to clauses 10.2 and 10.3 of this Agreement is not available, the Employer may send Employees home.
- 10.4.2 Any Employee so instructed will be paid for the time spent in attendance at the work place and for the balance of the ordinary hours of work at the Employee's base rate of pay.
- 10.4.3 If, after consultation with Employees, the Employer decides that based on weather reports, the weather is likely to improve such that normal work can resume, then Employees may be required to remain at the workplace for up to half the remaining ordinary hours of the shift after the 4-hour period from the commencement of the shift. If the weather is still inclement after that time and the utilisation of employees in clauses 10.2 and 10.3 of this Agreement is not available, Employees may be sent home and paid for the ordinary hours of work for that day.
- 10.4.4 In the event Employees are sent home, the maximum hours of payment will be paid at the base rate of pay for the ordinary hours lost through Inclement Weather.

11 Cyclone Procedure

- 11.1 In the case of a cyclone which impacts the Employer's operations and/or activities at a particular site or location, the Employer may stand down any and all Employees who work at that location, without pay, subject to the following clauses.
- 11.2 The following will apply:
 - (a) Each Employee who:



- (i) At the commencement of the cyclone period reports for and remains at work until otherwise directed by the Employer; and
- (ii) Following the "all clear" resumes duty in accordance with the direction of the Company; and
- (iii) Remains fit for work during their ordinary working hours,

shall be paid at the base rate of pay for all ordinary hours occurring during the stand down.

- (b) Notwithstanding the provision of this subclause, an Employee who, prior to the stand down due to a cyclone, has commenced work on a Saturday, Sunday or a Public Holiday shall be paid what would have been earned on that shift.
- (c) An Employee who is required to remain at work or who is called out to work during the period of time in which the Employee has been stood down during a cyclone, shall be paid their normal rate of pay for the hours they would have ordinarily worked during the period, had a cyclone not occurred.
- (d) After the "all clear" has been given each Employee shall be notified by the Employer of:
 - (i) the time at which normal operations are to resume; and
 - (ii) the time at which Employees are to resume work.
- (e) An Employee who does not present for work at the time required by the Employer is entitled to payment only for time actually worked on that day.
- (f) Where a cyclone procedure is prescribed within project terms and conditions as agreed to under clause 8, this clause will have no effect.

12 Remuneration

- 12.1 A Full-time Employee and a Part-time Employee will be paid a base rate of pay for all rostered ordinary hours worked. These rates will be as outlined in Schedule 1 to this Agreement depending on the State in which the Employee works. The Employee will be paid relevant and applicable allowances and entitlements as outlined in clause 14.
- 12.2 The base rate of pay will be subject to annual increases as specified below:

These increases are effective from the first full pay period to commence on or after the dates specified below.

- 1 June, 2023 2.5%
- 1 June, 2024 2.5%
- 1 June, 2025 2.5%
- 12.3 The base rate of pay set out in this Agreement will not be reduced at any time. Part-time Employees will receive pro rata leave and other entitlements.
- 12.4 Unless otherwise agreed between the Employer and an Employee, wages are paid weekly by direct credit to the Employee's bank account, no later than 4 days after the end of the pay cycle or 2 clear days from a public holiday, with the pay week running from Monday to Sunday inclusive. Employees will be supplied with details of their wage calculations via a pay advice. If the Employee's employment is terminated, any final payment will usually occur in the usual pay cycle.
- 12.5 The Employer shall comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:



•	Name of employee	•	Classification of employee		
•	Name of employer	•	Date of payment		
•	Period to which the pay relates	•	 Ordinary hourly rate 		
•	Number of hours worked	•	Gross payment		
•	Any allowances payable, such as site allowance	•	Net payment		
•	Accrued annual leave hours	•	Overtime hours		
•	Balance of accrued RDO hours, if applicable Accrued Sick Leave	•	Penalty payments and loadings payable Superannuation Contributions		
•	Income Protection Contributions, if applicable	•	Redundancy Contributions, if applicable		

- 12.6 If the Employer forwards the pay slip by electronic means, the Employer will take steps to provide each Employee with their pay slip the day following the payday.
- 12.7 Pursuant to section 324 of the FW Act:
 - (a) in the event of termination of employment, the Employer will request authorisation from the Employee in writing to deduct from the final pay whatever monies it may be owed under the employment relationship.
 - (b) In the event of an overpayment of wages to the Employee, the Employer may recover the amount by the way of deduction from any subsequent payment. An explanation will be provided by the Employer to the Employee for such a deduction.
 - (c) The Employer may deduct an overpayment and agree on a payment plan for the amount payable if:-
 - (i) The deduction is authorised in writing by the Employee and is principally for the Employee's benefit; or
 - (ii) The deduction is authorised by or under a law of the Commonwealth, a State or a Territory, or an order of a court.
- 12.8 Should an Employee be entitled to a reimbursement from the Employer that has been authorised and approved by the Employer, the Employer shall pay the reimbursement to the Employee within fourteen (14) working days from the date the Employee submits a valid claim for reimbursement. For the purpose of this clause, reimbursement includes, but is not limited to, fuel or travel costs, excess baggage costs and material costs, for example.

13 Higher Duties

Where an Employee is designated by the Employer to perform duties carrying a higher rate of pay than the Employee's ordinary classification, the Employee shall be paid the higher rate of pay for the time so worked.

Should the Employer require the Employee to perform works below the rate of classification they had been employed, the Employee will retain their rate of classification during carrying out such duty.



14 Allowances

14.1 Flat Weekly Allowance

In addition to the payment of wages, the following allowances shall be paid on a flat basis.

14.2 First Aid Person

When an Employee is appointed by the Employer as a First Aid Officer, and the Employee holds an appropriate First Aid certificate, they shall be paid a payment of \$16.50 per week worked. The Employer will meet the cost of any first aid training for appointed First Aid Persons.

14.3 Site Specific Allowance

Pursuant to clause 8, Project Specific Conditions, Employees engaged to perform new construction works (as nominated by the Employer) on a specific site will be entitled to the following minimum flat allowances:

Allowance Type	Allowance
Site/Project Allowance	\$3.00 per hour worked
Severance	\$80.00 per week worked

14.4 Severance – Project Specific

- 14.4.1 Any amount owing to an Employee as a severance allowance will be deducted from any amount owing to an Employee pursuant to clause 41 of this Agreement.
- 14.4.2 Pursuant to clause 8, Project Specific Conditions, the Employer will make the above severance payment weekly into an appropriate Contracting Industry Trust Funds:
 - (a) CIRT
 - (b) REDDIFUND
 - (c) PROTECT
 - (d) BERT

Severance payments are made for periods when Employees are on:

- (a) Rostered paid period
- (b) Rest & Recreation (R&R) Leave
- (c) Personal Leave
- (d) Annual Leave
- (e) Workcover.
- 14.4.3 The Employer will additionally pay a training contribution of \$10.00 per week to the above Contracting Industry Trust Funds that support the training payment contribution.
- 14.4.4 The Employee will receive a training benefit to enhance and/or diversify their skills, subject to the conditions of that Contracting Industry Trust Fund.



14.5 On Call

- 14.5.1 When the Employer and Employee agrees to be on call, the Employee will receive a weekly allowance of \$200.00. Should the Employee be on call for less than the period rostered for then the allowance will be paid pro-rata.
- 14.5.2 In the event an Employee is not appointed, however takes the call and attends the call out, they will be entitled to the pro-rata amount of the weekly allowance for the call out.

14.6 All Purpose Allowances

- 14.6.1 In addition to the payment of wages, the following allowances shall be paid on an allpurpose basis.
- 14.6.2 All purpose allowances will be subject to annual increases in line with clause 12.2 of the Agreement. This allowance will be rounded up to the nearest cent.

Tool Allowance

14.6.3 Employees (other than apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, shall be paid the Tool Allowance applicable hereunder;

Classification	Allowance per Hour
Metal Trades - Welder, Boilermaker, Fitter	
Electrical Trades - Electrician, Refrigeration Mechanic	\$0.91
Other Trades – Auto Mechanical, Auto Electrical, Panel Beater, Plumber, Carpenter, Formworker, Plasterer	ψ0.01
Metal Trades - Rigger, Scaffolder	<u> </u>
Other Trades - Painter, Concretor, Landscaper	\$0.35

- 14.6.4 The Employer will provide suitable secured accommodation for the Employee's tools.
- 14.6.5 If tools stored at a workplace at the direction of the Employer are lost due to flood, fire or by breaking and entering whilst securely stored, the Employer will replace those tools.
- 14.6.6 If tools stored in an Employer-provided vehicle at the direction of the Employer and are lost due to flood, fire or by breaking and entering, the Employer will replace those tools, provided the Employee has taken the appropriate precautions to prevent the loss by locking the vehicle and the secure storage facilities on the vehicle.
- 14.6.7 Tool replacement shall be based upon the same (or equivalent) standard to those in the Employer's tooling list.
- 14.6.8 Should the Employee's tools require calibration during the term of Employment, the Employer will arrange and pay for this requirement.

14.6.9 Leading Hand Allowance

Leading Hand	Allowance per Hour
Leading Hand (LH) Tier 2 - 3-10 Employees	\$1.20
Leading Hand (LH) Tier 1 - >10 Employees	\$2.20



15 Accommodation and Travel

- 15.1 The Employer offers rented accommodation depending on the specifics of the project as listed in Schedule 4, and rental terms will be negotiated directly with the Employee.
- 15.2 If the Employee does not show for an arranged flight to or from a project or work site, the Employee will be responsible for costs incurred. This does not apply to flight disruptions out of the Employee's control.
- 15.3 Flights booked by the Employee may not be eligible for reimbursement.

16 Timesheets

- 16.1 The Employee is required to submit a completed daily timesheet for work undertaken during the day. The timesheet must be submitted on the day in which the work was completed.
- 16.2 The Employer has a strict policy and deadline for all timesheets being submitted via the appropriate channels, on a daily basis.
- 16.3 If the Employee does not submit a timesheet, the Employee will not be paid for those hours worked until a timesheet is submitted and verified.
- 16.4 Any falsification of a timesheet is considered serious misconduct and may result in disciplinary action.

17 Probationary / Trial Periods

- 17.1 All Employees shall be subject to a probationary period of a minimum of three (3) months duration at the commencement of their employment. The probationary period is a continuation of the Employer's selection and recruitment process. During this period, the Employer will assess the Employee's work performance.
- 17.2 At any time during the probationary period, the Employer may terminate the Employee's employment by giving the Employee one (1) week's notice or one (1) weeks pay in lieu of notice, paid for at the base rate of pay for ordinary hours of work. During the probationary period, the Employee may terminate the employment by providing the Employer the same one (1) week's notice.
- 17.3 The period of notice outlined above shall not apply in the case of dismissal for serious misconduct or other grounds that justify summary dismissal.
- 17.4 For the avoidance of doubt, this clause does not apply to Casual Employees.

18 Policy and Rules

- 18.1 The Employee will be subject to and must observe and comply with rules, policies and procedures (as amended from time to time) which will be available on the intranet. The Employer is entitled to establish such policies, procedures and other written directions, as it may deem appropriate to regulate the conduct of Employees or to regulate procedures and benefits applicable to Employees.
- 18.2 The Employer works to ensure a safe place of work is provided to the employees and expects the Employee to work in collaboration to ensure a safe place of work is maintained at all times. The below guide lists some of the agreed principles and all parties;
 - (a) Will report all hazards, injuries and incidents immediately.
 - (b) Will not place myself or allow my mates to be placed in the "line of fire".
 - (c) Will identify and control the risk from all energy sources.
 - (d) Will never work or walk under or in the shadow of any suspended load.



- (e) Shall control all suspended loads by the use of tag lines.
- (f) Will protect myself from the risk of a fall when working at height.
- (g) Will manage hot work activities.
- (h) Communication is the key I will open my mouth to ask as well as to inform others.
- (i) We will look after our mates at work.
- (j) I will ask for assistance if I am unsure or need help.
- (k) No job is worth taking a short cut.
- 18.3 By failing to comply with these rules my health and safety and that of my work mates will be at risk.
- 18.4 Failing to comply with the above principles may result in the matter being escalated accordingly to the Company procedures.

19 Consultation

- 19.1 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

- 19.2 For a major change referred to in paragraph 19.1(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses 19.3 to 19.9 apply.
- 19.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 19.4 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.

- 19.5 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.
- 19.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 19.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 19.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 19.2(a) and the employer must notify the relevant employees of the decision to introduce the major change; and, subclauses 19.3 and 19.5 to this clause 19 are taken not to apply.
- 19.9 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

- 19.10 For a change referred to in paragraph 19.1(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses 19.11 to 19.15 apply.
- 19.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 19.12 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.
- 19.13 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).
- 19.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 19.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 19.16 In this term: "relevant Employees" means the Employees who may be affected by a change referred to in subclause 19.1.

20 Flexibility

- 20.1 An Employer and Employee covered by this 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) Loadings; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 20.1(a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 20.2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 20.3 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.
- 20.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.



- 20.5 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.

21 Mobilisation and demobilisation

- 21.1 This clause will only apply to distant Employees. Unless agreed otherwise by the Employer at the time of engagement or mobilisation to the site, the point of hire for distant Employees shall be the closest Capital City (being Cairns, Brisbane, Sydney, Canberra, Adelaide, Melbourne, Darwin, Perth and Hobart) to the Employee's usual place of residence, this can be subject to change by agreement with the Employer and Employee.
- 21.2 The Employer will, as far as practicable, arrange transport by economy air travel for Employees engaged as distant Employees from their point of hire to the project at the commencement of employment and return at the conclusion of the Employee's employment. The Employee's travel time will not be paid for divisional work, for project work the Employee will be entitled to a minimum of 4 hours at the base rate of pay each way.

22 Rest and Recreation Leave (R&R)

- 22.1 Employees will provide documentary proof of address of the Employee's usual place of residence on engagement in lieu of the statement in writing unless otherwise agreed.
- 22.2 The Employer will provide an economy airfare ticket to the Australian Capital City closest to the Employee's usual place of residence (being Cairns, Brisbane, Sydney, Canberra, Adelaide, Melbourne, Darwin, Perth or Hobart) or to another mutually agreed place and return to site, provided the actual cost to the Employer including where applicable FBT liability does not exceed the cost of an economy airfare available to the Employer from the workplace to the Australian Capital City closest to the Employee's usual place of residence (being Cairns, Brisbane, Sydney, Canberra, Adelaide, Melbourne, Darwin, Perth or Hobart) and return.
- 22.3 The Employer will book these flights for the Employee. The Employer will not reimburse self-booked flights. Flights are not transferable to any other person and are not able to be cashed in on termination.
- 22.4 Any public holidays that fall during R&R period will be paid. Any additional time off is unpaid leave. The Employee will not accrue annual leave or personal/carer's leave while on approved leave without pay, the Employee will be given one (1) months grace.
- 22.5 There will be no payment for travelling time or other costs that may be incurred when an Employee is on R&R including departing from the site to the Employee's usual place of residence and returning to the site after a period of R&R. Time off on R&R does not count towards service for determining the next R&R cycle.

23 Working Away From Home – distant work

- 23.1 The Employer may require Employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, Employees will be given a minimum of one (1) weeks' notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between Employees and the Employer
- 23.2 Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their workplace and



required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

23.3 Employees who are required to work away from their normal home-base for periods of one (1) overnight absence or longer, will do so in accordance with the terms and conditions as follows:

There are three (3) options available under this provision:

- (a) Option 1. The Employer pays all accommodation and meals;
- (b) Option 2. The Employer is to provide a meal allowance of \$60 per day up to a maximum of \$300 per week;
- (c) Option 3. The Employer is to provide a remote area meal allowance of \$75 per night.

24 Drug and Alcohol

- 24.1 The Employer has a duty under applicable work health and safety legislation to provide a workplace free from hazards, particularly those associated with drugs and alcohol. To ensure that Employees do not attend or perform work whilst under the influence of drugs or alcohol, testing programs including mandatory, random and casual testing will be carried out by way of any testing method at the discretion of the Employer. The testing is to ensure that Employees are not under the influence of prohibited and or illicit substances and is a mechanism to ensure persons are fit for work and are able to perform their duties in a safe manner without endangering themselves and others.
- 24.2 All Employees are required to participate in these testing programs at the direction of the Employer and otherwise comply with the Employer's fitness for work and safety policies and procedures. It is agreed that all Employees will adhere to Goodline's Zero Tolerance towards drugs as detailed in applicable alcohol and other drug procedures. This includes illegal drugs, non-approved, non-prescribed drugs and alcohol while at work. Failure to comply with the Employer's policies and procedures will be grounds for summary dismissal.
- 24.3 Each Employee owes a duty of care to all other persons, and must take reasonable care to avoid any acts that could cause reasonable and foreseeable harm to others.
- 24.4 Failure to disclose a drug or medication that returns a positive result on the Employee drug screen will result in the Employee being stood down from employment without pay pending the results of laboratory confirmatory testing. Should the test return negative then the pay withheld during the period will be reimbursed according to the time stood down.
- 24.5 A positive test result consistent with any drugs the Employee has disclosed as listed above will result in the Employee continuing to perform normal duties as allocated by the Employer and in accordance with any client company procedures pending laboratory test confirmation consistent with the Employee's stated declaration.

25 Email, Intranet, Internet & Computer

- 25.1 The Employee is required to use the computer system of the Employer in accordance with all procedures established in regard to email, internet and intranet use.
- 25.2 The computer systems, internet, email and intranet are for business purposes only and no personal use is permitted.
- 25.3 The Employer may access, monitor and record all email, intranet or internet use at any time.



- 25.4 Inappropriate, offensive or unauthorised email or internet use is strictly prohibited and, if discovered, may result in the Employee's summary dismissal.
- 25.5 Where the Employee uses computers that are not provided by the Employer for business use, the Employer may access the relevant electronic information on those computers for the purpose of ensuring this policy is adhered to.
- 25.6 If the Employee uses the Employee's own computer for work purposes, then all documents, objects and images of the Employer remain the property of the Employer and must be returned on request and on termination of employment.

26 Security

- 26.1 No materials, tools or equipment of any description may be borrowed or removed from the workplace without the prior consent of the Employer.
- 26.2 The Employee must ensure that all doors and windows are secured and all equipment is turned off before leaving the workplace.
- 26.3 If the Employee loses a key, the Employee must report it to the Employer's supervisor immediately.
- 26.4 If the Employee enters the workplace outside normal operating hours, the Employee must ensure that all exterior doors are locked whilst the Employee is present and that, on departing the workplace it is securely locked and the alarms activated.
- 26.5 The Employer takes no responsibility for the security of the Employee's personal property that the Employee brings to work and advises that, if the Employee brings valuables to work, the Employee should not leave them in places where they are unattended or where they could be taken or interfered with.
- 26.6 If entering the Employer's workplace after designated work hours, management must be aware of the Employee's entry and the Employee must be wearing the correct Personal Protective Equipment as defined in clause 29.

27 Superannuation

- 27.1 The Employer will pay the required superannuation contributions into an approved superannuation fund on behalf of the Employee in accordance with relevant legislation.
- 27.2 Superannuation contributions will be made into the fund on the 28th day of the following month (previous calendar month accrued).
- 27.3 Upon commencement of employment with the Employer, a new Employee may request in writing to have a component of the Employee's wage sacrificed as an additional contribution to their complying fund. In order for the request to be approved, the Employee's request must be made before the Employee commences any work under their contract of employment and may be adjusted once a year only in July each year.
- 27.4 Current Employees may make a written request to have a component of the Employee's wage sacrificed as an additional contribution to their complying fund. The Employer will comply with the request provided that it is made by the Employee before 1 July in any year. Current Employees may also request an adjustment to sacrificed amounts once a year only in July each year.
- 27.5 Where an Employee has not nominated a superannuation fund of their choice, the Employer will make payments into its default superannuation fund, being an authorised MySuper product by the Australian Prudential Regulation Authority.
- 27.6 To be eligible to participate in the salary sacrifice arrangements outlined above, an Employee cannot be an apprentice or a Casual Employee.



- 27.7 Unless the Employee advises the Employer in writing, all Employees will contribute to their own superannuation fund through co-contribution at the rate of \$45/week. This co-contribution shall be a salary sacrifice contribution. This co-contribution is an amount in addition to the Employer's contribution.
- 27.8 It is the Employee's responsibility to advise the Employer should they wish not to cocontribute to their own Superannuation fund. This must be done in writing by the Employee and specify a date at which the co-contributions are to cease.

28 Training

- 28.1 The Employer may require the Employee, from time to time, to participate in training to improve the safety and/or productivity of the workplace. Competencies will be assessed and appropriate training may be identified and agreed as part of the process. The Employer will, pay the Employee for the hours engaged in that training. The Employer will pay for all site based training and inductions, that it directs Employees to undertake.
- 28.2 The Employer offers training to Employees to upskill their capabilities. The Employer will pay for such training and the Employee's time engaged on that training. If the Employee terminates their employment within three (3) months of receiving training, the Employee may be requested to refund the training costs.
- 28.3 The Employee will need to complete the Employee Training Agreement Forms agreeing to the opportunities that are offered to the Employee and the conditions that apply; this will be sponsored by the Employer.
- 28.4 The Employee must continue to maintain all applicable licenses and qualifications relevant to their employment over the duration of their employment.

29 Personal Protective Equipment

- 29.1 In order to assist Employees with work wear expenses, and promote a uniformly neat and tidy Employer image, the Employer will provide the Employee with work wear that will bear the Employer's logo.
- 29.2 The Employee is required to wear closed in footwear at all times and they must be kept clean and in good repair. This footwear will be issued to the Employee on commencement of employment and will be replaced on a fair wear and tear basis.
- 29.3 Permanent Employees will also be issued with four (4) sets of Company uniforms upon commencement of employment. Employees will also be entitled to receive an additional two (2) sets of uniforms every (6) months, or on a fair wear and tear basis.
- 29.4 Employees will be responsible for purchasing replacement of any lost items of the uniform.
- 29.5 The Employer will supply the following protective equipment/materials for use on specific work tasks:
 - (a) Gumboots
 - (b) Polarised UV rated safety glasses that conform to AS 1337 Personal Eye Protection for consistent work on or around marine areas
 - (c) Winter jackets
- 29.6 The Employer may offer reimbursement to the value of \$400.00 for prescription safety glasses that conform to AS 1337 Personal Eye Protection.
- 29.7 If the Employee's employment is terminated, or the Employer terminates the Employee's employment, the Employee is to return the personal protective equipment that had been provided. Should the Employer terminate the Employee's employment and the Employee



be on R&R, it will be the Employer's responsibility to collect the personal protective equipment provided.

30 Personal/Carer's Leave

- 30.1 A Full-time Employee is entitled to ten (10) days paid personal/carer's leave in accordance with the NES (Part-time Employees pro-rata). The Employee will not accrue personal/carer's leave during any unpaid or unauthorised absence from work. The Employee's supervisor will use their discretion if an Employee attends work and shows signs of illness to send the Employee home.
- 30.2 Employees are required to provide the Employer with a medical certificate certifying that the Employee is unfit to perform their duties if the Employee is absent on personal/carer's leave for two (2) or more consecutive days, or on the day before or after a public holiday, before the Employee will be entitled to a payment in accordance with this clause.
- 30.3 If the Employee does not produce a medical certificate, statutory declaration or other evidence that satisfies the Employer that the Employee is unfit to perform their duties, the Employee will not be entitled to be paid personal/carer's leave for that absence.
- 30.4 If the Employee is unable to attend for work because the Employee is required to care for a member of the Employee's immediate family or household that is ill or injured, the Employer may require the Employee to provide evidence, including a medical certificate from a medical practitioner or, where a medical certificate cannot be provided, a statutory declaration which:
 - (a) States the name of the immediate family member or household member that is ill; and
 - (b) Certifies that they are ill and need care;

before the Employee will be entitled to a payment in accordance with this clause. If the Employee does not produce a medical certificate or other evidence that satisfies the Employer, then the Employee will not be paid personal/carer's leave for that absence.

- 30.5 Payment for personal/carer's leave will be made at the Employee's base hourly rate and will be paid at 7.2 hours a day ordinary time. The Employee is not entitled to a payment for accrued personal/carer's leave on termination of employment.
- 30.6 The Employee is not entitled to be paid for any unused personal/carer's leave during which the Employee is entitled to worker's compensation.
- 30.7 The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may have an effect on their work. Therefore, the Employer commits to providing support through the approval of leave and the use of an Employee Assistance Program (EAP).

31 Annual Leave

- 31.1 Full-time Employees are entitled to four (4) weeks paid annual leave plus 17.5% Leave Loading per annum (Part-time Employees pro-rata).
- 31.2 Continuous Shift Workers shall be entitled to an additional week of paid annual leave plus 17.5% leave loading per annum.
- 31.3 Employees who are engaged to work Continuous Shift Work and/or Shift Work on a short term basis (meaning at least one (1) full shift rotation) will be paid pro rata additional leave accrual for the period worked.
- 31.4 For the avoidance of doubt, this clause does not apply to Casual Employees.



31.5 A Full-time Employee and Part-time Employee will progressively accrue annual leave during each year of service with the Employer, according to the Employee's ordinary hours of work. Such leave will accumulate from year to year.

32 Public Holiday

Full-time and Part-time Employees will be entitled to the gazetted Public Holidays of the State or Territory they are working in and will be paid at their base rate of pay for the ordinary hours of the shift. An Employee who works a Public Holiday will be paid at double time and a half of their base rate of pay for the entire shift.

33 Long Service Leave

33.1 Upon commencement of employment, the Employer will register a prospective Employee if not already registered for Long Service Leave. The Employer will comply with all requirements of the relevant long service leave legislation according to State or Territory legislation requirements.

34 Cultural/Ceremonial Leave

- 34.1 An Employee is entitled to time off work for tribal/ceremonial/cultural purposes.
- 34.2 Ceremonial/cultural leave may be taken as whole or part days off. This leave will be granted as leave without pay.
- 34.3 The Employer may request the Employee to provide reasonable evidence of the legitimate need for the Employee to be allowed time off work.

35 Income Protection Insurance

- 35.1 The Employer has in place an applicable income protection policy on the Employee's behalf to provide the Employee with insurance cover in the event of sickness or injury occurring outside of work. This policy will be consistent with policies that assist the rehabilitation of injured Employees and their return to work.
- 35.2 Where an Employee is in receipt of income protection payments they shall not be entitled to any other payments or accruals under this Agreement. The Income Protection Policy will remain for the life of this Agreement and will be made available on the Employer's intranet and at all operating offices.
- 35.3 The Employee will receive minimum superannuation payments whilst covered by income protection insurance.
- 35.4 Any period spent on income protection will be counted as time served.
- 35.5 Employees may request to opt out of the Employer's Income Protection Policy and instead have Income Protection Insurance provided by their Industry Super Fund. In such circumstances, the Employer shall pay an amount of \$22.00 (gross) per week into the Employee's nominated Industry Super Fund to offset the costs associated with income protection insurance.
- 35.6 At the request of the Employer, Employees who have determined to opt out of the Employer's Income Protection Policy shall provide proof that they are covered by income protection insurance.



36 Workplace Practices

- 36.1 It is an offence for any Employee to use threatening, abusive or insulting actions or language likely to cause ill-will against any person or group, whether on the grounds of gender, religion, colour, race, ethnic origins, or age of the person or persons, or any other grounds.
- 36.2 Sexual harassment will not be tolerated by the Employer and disciplinary action will be taken if allegations of sexual harassment are substantiated.

37 Private Work

No private work is to be conducted on the Employer's workplace. No vehicles, equipment or materials belonging to the Employer are to be used for non work-related tasks.

38 Return of Confidential Material

- 38.1 In the event of employment being terminated with the Employer, for any reason, the Employee agrees to promptly surrender and deliver to the Employer all records, materials, equipment, drawings and data of any nature pertaining to any invention or confidential information of the Employer or the Employee's employment.
- 38.2 The Employee will not take with the Employee any material of any description containing or pertaining to any confidential information, knowledge or data of the Employer which may be produced or obtained during the course of the Employee's employment.

39 Use and Return of Property

- 39.1 All property of the Employer's is to be stored at the Employer's place of business unless authorised by the Employee's manager. If the Employee requires tools or equipment, the Employee is required to "sign out" these items from the Employer's store and return them on completion of the task. The Employee must take appropriate precautions to prevent the loss or damage of tools and equipment, including locking vehicles and storage facilities.
- 39.2 Subject to the FW Act and if found as a result of the incident investigation, the Employee was negligent (including leaving keys in vehicle when not attended and is stolen and/or damaged) whilst using the Employer's work vehicle and it is damaged, the Employee will be responsible for paying the insurance excess.
- 39.3 The Employee must not misuse tools and the Employee must ensure all tools and equipment are returned in a respectable and functioning condition. The Employee must report any faults or damage to the tools and equipment immediately on return of the tools and equipment to the store.
- 39.4 On termination of the Employee's employment with the Employer (for any reason), the Employee must return to the Employer any of its property that is in the Employee's possession or under the Employee's control including all documents or information recorded in permanent form relating to the Employer.
- 39.5 If the Employee's employment ends and the Employer store records show that the Employee is in possession of tools and equipment that have not been returned, the Employee will be responsible for the replacement cost of those tools and equipment. Payment of the replacement cost will be in accordance with this Agreement.



40 Termination of Employment

40.1 The Employer may terminate the Employee's employment upon provision of written notice or payment in lieu of notice as follows:

Where the Employee's period of continuous service with that employer is:	The period of notice is:	
Up to 1 year	1 week	
1 year or more but less than 3 years	2 weeks	
3 years or more but less than 5 years	3 weeks	
5 years or more	4 weeks	

- 40.2 This period of notice shall be increased by one week for the Employer where the Employee is over 45 years of age and has completed two years of continuous service with the Employer.
- 40.3 For the avoidance of doubt, the Employer is not required to provide notice (or payment in lieu of notice) in accordance with this clause 40 to a Fixed-term Employee whose specified period, specified task or specified project has come to an end, or to a Casual Employee
- 40.4 After the Employee has successfully completed the Employee's Probationary/Trial Period, the Employee's employment may be terminated at any time by either party giving the other party a period of notice as set out above, or by payment in lieu of notice based on ordinary working hours. By mutual agreement this notice period may be waived (it will be at the Employer's discretion whether the waived notice period shall be paid or unpaid).
- 40.5 If the Employee fails to give the Employer the required period of notice, the Employer may deduct and retain monies equal to the value of up to one (1) weeks wages.
- 40.6 Serious misconduct by an Employee may give rise to summary termination (without the provision of notice or payment in lieu of notice). Conduct that may give rise to summary termination includes (but not limited to):
 - (a) Unauthorised possession or use of the Employer's property and equipment;
 - (b) Failure to account for the Employer's property and equipment;
 - (c) Falsification or being party to falsification of any the Employer's documents or records;
 - (d) Disclosure of confidential information;
 - (e) Deliberate misconduct likely to result in harm to the Employer, other Employees, customers, clients, contractors or members of the public;
 - (f) Possession and/or use of non-prescribed drugs or stimulants;
 - (g) Failure to take an alcohol or drug test when requested to by the Employer;
 - (h) Harassing or discriminatory conduct;
 - Providing false or misleading information (including the suppression of material facts) in documents submitted to the Employer, including false timesheets or information in your application, resume, pre-employment questionnaire or at interviews;
 - (j) Breaching the email, internet and computing policies;



- (k) Any physical and/or verbal abuse, however inflicted will not be tolerated
- (I) Failure to report an incident as soon as reasonably practicable;
- (m) Any conduct specified in Regulation 1.07 of the *Fair Work Regulations 2009* (Cth).
- 40.7 Suspensions may be applied where circumstances need to be investigated or reviewed prior to action being taken. Suspension will be with pay and without prejudice.
- 40.8 If the Employee is on rest and recreation leave during any period of notice, and the Employer elects to pay the Employee in lieu of notice, the period of rest and recreation leave does not count as time worked for the purposes of calculating the applicable notice entitlement.

41 Redundancy/Severance

41.1 A Redundant Employee will receive redundancy/severance payments, calculated as follows, in respect of all continuous service with the Employer:

Period of continuous service with an employer	Redundancy/severance pay
1 year or more but less than 2 years	4 week's pay
2 years or more but less than 3 years	6 week's pay
3 years or more but less than 4 years	7 week's pay
4 years or more but less than 5 years	8 weeks' pay
5 years or more but less than 6 years	10 weeks' pay
6 years or more but less than 7 years	11 weeks' pay
7 years or more but less than 8 years	13 weeks' pay
8 years or more but less than 9 years	14 weeks' pay
9 years or more	16 weeks' pay

- 41.2 Provided that a Redundant Employee employed for less than 12 months will be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the Employee.
- 41.3 For the purposes of this clause, weeks' pay means for a Full-time Employee, the applicable base rate of pay at the time of termination multiplied by 36 (Part-time Employee pro-rata). For the avoidance of doubt, the Employer is not required to make a redundancy/severance payment in accordance with this clause 41 to a Fixed-term Employee whose specified period, specified task or specified project has come to an end, or to a Casual Employee.
- 41.4 Where a Redundant Employee who is engaged in Building and Construction Work at the time the employment ends (as defined in the Award), is entitled to redundancy in accordance with this clause and would, but for the operation of this Agreement, be entitled to redundancy pursuant to the terms of an industry specific redundancy scheme provided in the Award, a Redundant Employee will be entitled to redundancy in accordance with that scheme.

42 Smoking

The Employer has a "No Smoking Policy" in place applying to all site offices, meeting rooms, mess/change sheds, vehicles and where ever appropriate signage is displayed. All Employees are to be informed and adhere to this Policy. On relevant sites, the safety team will be consulted regarding the management of specific non-smoking issues in accordance with the Employer's Policy. Employees



may only smoke during recognised rest periods and meal breaks prescribed in this Agreement, and in designated areas.

43 Equal Employment Opportunity

The Employer is committed to valuing diversity in the workforce by helping to prevent and eliminate discrimination on the basis of gender, race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. Any dispute concerning this provision and their operation will be progressed initially under the dispute resolution procedure in this Agreement. Nothing in this provision allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.

44 Dispute Resolution

- 44.1 If a dispute arises about a matter arising under this Agreement or the NES, the parties agree that, in the first instance, they will attempt to resolve the dispute at the workplace level, by discussions between the Employee and the relevant supervisors and/or management.
- 44.2 Either party may appoint a representative for the purposes of the procedures in this clause.
- 44.3 The procedure to be followed is:
 - (a) The Employee must contact their immediate supervisor and inform him/her of the concern. If required, the supervisor will arrange a meeting to discuss the matter further. The Employee must detail what their concern is and how it is impacting on them. The supervisor will provide a response to the matter raised.
 - (b) If the Employee does not consider the matter to be resolved, he/she may request that the matter be further considered by relevant management. The supervisor will arrange a meeting with relevant management. The Employee will be asked to provide the reason(s) why they do not consider the matter to be resolved. The relevant management will provide a response to the matter.
 - (c) If the Employee still does not consider the matter to be resolved, he/she may request the matter be reviewed by the Employer's general manager. The relevant management will arrange for the Employee to meet with the Employer's general manager. During the meeting, the Employee must explain what their concern is, and why they do not consider the matter to be resolved. The Employer's general manager will provide a response to the Employee.
- 44.4 If the matter remains unresolved at the conclusion of clause 44.3(c), above, either the Employee or the Employer may refer the matter to the FWC for mediation or conciliation.
- 44.5 The FWC will attempt to resolve the dispute as it considers appropriate, by mediation or conciliation (including by private conference). During the mediation and conciliation process, the FWC has the power to dismiss a matter if the FWC forms the view that:
 - (a) The application is trivial or frivolous;
 - (b) The matter is incapable of resolution within a timeframe the FWC considers reasonable; or
 - (c) The Employee or its representative is acting unreasonably in failing to resolve the dispute.
- 44.6 Subject to all of the preceding steps set out above having being completed, the FWC may only arbitrate the dispute if at the time of the dispute, each party to the dispute including:



- (a) the relevant Employee(s);
- (b) any Employee(s) representative; and
- (c) the Employer,

all agree in writing to authorise the FWC to arbitrate the dispute.

- 44.7 Any decision made by the FWC in relation to the arbitration of the dispute will only be binding on the parties if at the time of the dispute and prior to the arbitration, each party to the dispute including:
 - (a) the relevant Employee(s);
 - (b) any Employee(s) representative; and
 - (c) the Employer,

all agree in writing to be bound by the arbitrated decision of the FWC.

- 44.8 Any arbitrated decision by the FWC is subject to the Employer exercising a right of appeal against the arbitrated decision of the FWC to the Full Bench of the FWC under the FW Act.
- 44.9 While the parties are trying to resolve the dispute using the procedures in this clause:
 - (a) The Employee must continue to perform his or her work as he or she would normally; and
 - (b) The Employee must comply with any directions given by the Employer to perform other available work at the same workplace, or at another workplace.
- 44.10 If a dispute is arbitrated under this clause, any decision of the FWC arbiter must be consistent with the *Code for the Tendering and Performance of Building Work 2016* (Cth).
- 44.11 The status quo shall be maintained whilst the above procedure is being followed. Status quo shall mean the circumstances that prevailed immediately prior to any change that caused the dispute.



Schedule 1 Wage Rates

Queensland, Northern Territory, Western Australia, South Australia and New South Wales Operations

CLASSIFICATION			
Earthworks / Civil works:	Base Rate of Pay	Time & One Half	Double Time
CW1	31.36	47.04	62.72
CW2 / Plant Op 1	35.44	53.16	70.88
CW3 / Plant Op 2	36.57	54.86	73.14
CW4 / Plant Op 3	38.19	57.29	76.38
CW5/Plant Op 4	39.00	58.50	78.00
CW6/Plant Op 5	39.52	59.28	79.04
Cleaner/Peggy	31.36	47.04	62.72
Crane Operators:	Base Rate of Pay		
Crane Operator Franna	36.57	54.86	73.14
Crane Operator Slew Crane 0-100 Tonnes	38.19	57.29	76.38
Crane Operator 100-160 Tonnes	38.76	58.14	77.52
Crane Operator 160-300 Tonnes	39.90	59.85	79.80
Crane Operator 300-500 Tonnes	40.47	60.71	80.94
Crane Operator Over 500 Tonnes	41.60	62.40	83.20
Metal Trades:	Base Rate of Pay	Time & One Half	
Welder	40.10	60.15	80.20
Welder Special Class	41.24	61.86	82.48
Tradesperson-Boilermaker	39.53	59.30	79.06
Tradesperson-Fitter	39.53	59.30	79.06
Tradesperson - Fitter SC	40.10	60.15	80.20
Dual Ticket (Rigger / Scaffolder / Crane)	39.01	58.52	78.02
Rigger / Scaffolder Advanced	38.19	57.29	76.38
Rigger / Scaffolder Intermediate	37.71	56.57	75.42
Rigger / Scaffolder- Basic or Dogperson	36.57	54.86	73.14
Trades Assistant	35.44	53.16	70.88
	Base Pate of Pay	Time & One Half	Double Time
Electrical Instrumentation and Refrigeration Trade			
Electrical Tradesperson	40.86	61.29	81.72
Electrical Tradesperson - Instrumentation	40.86 41.42	61.29 62.13	81.72 82.84
Electrical Tradesperson Electrical Tradesperson - Instrumentation Electrical Tradesperson - Commissioning	40.86 41.42 41.99	61.29 62.13 62.99	81.72 82.84 83.98
Electrical Tradesperson Electrical Tradesperson - Instrumentation	40.86 41.42	61.29 62.13	81.72 82.84



High Voltage Electrical Tradesperson	42.56	63.84	85.12
Auto Electrical Tradesperson	40.86	61.29	81.72
Electrical Tradesperson Assistant	35.44	53.16	70.88
Other Trades:	Base Rate of Pay	Time & One Half	Double Time
Auto Mechanical Tradesperson & Panel Beater	39.53	59.30	79.06
Painter	39.53	59.30	79.06
Plasterer	39.53	59.30	79.06
Plumber	39.53	59.30	79.06
Plumber Special Class	40.10	60.15	80.20
Concretor	39.01	58.52	78.02
Carpenter / Formworker	39.53	59.30	79.06
Belt Splicer Level 1	36.57	54.86	73.14
Belt Splicer Level 2	39.01	58.52	78.02
Belt Splicer Level 3	39.53	59.30	79.06
Apprentices;	Base Rate of Pay	Time & One Half	Double Time
Metal Trade - 1st Year	21.75	32.63	43.50
Metal Trade - 2nd Year	25.69	38.54	51.38
Metal Trade - 3rd Year	29.64	44.46	59.28
Metal Trade - 4th Year	35.57	53.36	71.14
Plumber - 1st Year	21.75	32.63	43.50
Plumber - 2nd Year	25.69	38.54	51.38
Plumber - 3rd Year	29.64	44.46	59.28
Plumber - 4th Year	35.57	53.36	71.14
Carpenter - 1st Year	21.75	32.63	43.50
Carpenter - 2nd Year	25.69	38.54	51.38
Carpenter - 3rd Year	29.64	44.46	59.28
Carpenter - 4th Year	35.57	53.36	71.14
Electrical Trade - 1st Year	22.46	33.69	44.92
Electrical Trade - 2nd Year	26.57	39.86	53.14
Electrical Trade - 3rd Year	30.64	45.96	61.28
Electrical Trade - 4th Year	36.77	55.16	73.54
Painting Trade - 1st Year	21.75	32.63	43.50
Painting Trade - 2nd Year	25.69	38.54	51.38
Painting Trade - 3rd Year	29.64	44.46	59.28
Painting Trade - 4th Year	35.57	53.36	71.14
Rigger / Scaffolder / Crane Operator Trainee – 1st Year	20.74	31.12	41.49
Rigger / Scaffolder / Crane Operator Trainee – 2nd Year	24.51	36.77	49.03
Rigger / Scaffolder / Crane Operator Trainee – 3rd Year		42.43	56.57
	1		



Apprentices - Adult <u>:</u>	Base Rate of Pay	Time & One Half	Double Time
Metal Trade - 1st Year	29.64	44.46	59.28
Metal Trade - 2nd Year	31.63	47.45	63.26
Metal Trade - 3rd Year	33.61	50.42	67.22
Metal Trade - 4th Year	35.57	53.36	71.14
Plumber - 1st Year	29.64	44.46	59.28
Plumber - 2nd Year	31.63	47.45	63.26
Plumber - 3rd Year	33.61	50.42	67.22
Plumber - 4th Year	35.57	53.36	71.14
Carpenter - 1st Year	29.64	44.46	59.28
Carpenter - 2nd Year	31.63	47.45	63.26
Carpenter - 3rd Year	33.61	50.42	67.22
Carpenter - 4th Year	35.57	53.36	71.14
Electrical Trade - 1st Year	30.64	45.96	61.28
Electrical Trade - 2nd Year	32.70	49.05	65.40
Electrical Trade - 3rd Year	34.73	52.10	69.46
Electrical Trade - 4th Year	36.77	55.16	73.54
Painting Trade - 1st Year	29.64	44.46	59.28
Painting Trade - 2nd Year	31.63	47.45	63.26
Painting Trade - 3rd Year	33.61	50.42	67.22
Painting Trade - 4th Year	35.57	53.36	71.14
Rigger / Scaffolder / Crane Operator Trainee – 1st Year	28.28	42.43	56.57
Rigger / Scaffolder / Crane Operator Trainee – 2nd Year	30.17	45.26	60.34
Rigger / Scaffolder / Crane Operator Trainee – 3rd Year	32.05	48.09	64.11
Rigger / Scaffolder / Crane Operator Trainee – 4th Year	33.94	50.91	67.88



Schedule 2 Classifications

	CLASSIFICATION	
CLASSIFICATION	DEFINITION	SKILL TYPE
Earthworks / Civil works:	Minimum National Construction Card (white/blue). Entry level with less than 3 months	
CW1	experience	Labourer
CW2 / Plant Op 1	Proven experience or qualification Proven qualification.	Skilled Labourer/Chainman/Fencer/Gardene r/ Forklift<3ton/Spotter/Traffic Controller/Store Person Truck Op (Heavy Rigid)/Skid Steer/Roller/Watercart/Backhoe/ Excavator<15ton/Wheel
CW3 / Plant Op 2	Completed Construction Industry Certificate Level 3	Loader<15ton/Tractor/Batch Plant Op
CW4 / Plant Op 3	Proven qualification. Exercises precision non-trade skills	Truck Op (Multi Combination) /Grader/Scraper/Excavator>15ton/ Wheel Loader>15ton/Dozer>15ton/ Pile Driver/Trenching Machine Op
CW5/ Plant Op 4	Proven qualification. Exercises precision non-trade skills. Must be multi Ticketed, dual for equipment noted and >15ton or three of for any <15ton	Truck (Multi Combination) /Excavator>15ton/Wheel Loader>15ton/Grader/Scraper/ Landscaper/Poly welder
CW6/ Plant Op 5 Final Trim Grader	Proven experience or qualification	Grader - Final Trim
Belt Splicer:		
Level 1	Certificate I in Process Manufacturing (Belt Splicing) - MSA10207	
Level 2	Certificate II in Polymer Processing (Belt Splicing) - PMB20107	
Level 3	Certificate III in Polymer Processing (Belt Splicing) - PMB30107	
Special Class Trades / Other		
Welder	3F, 4F, 3G, 4G	2x selected process 3F, 4F, 3G, 4G (MMAW, FCAW, GTAW, GMAW)
		6G 1x selected process (MMAW, FCAW, GTAW, GMAW) PLUS 1x selected process 3F, 4F, 3G, 4G
Welder Special Class	3F, 4F, 3G, 4G, 6G	(MMAW, FCAW, GTAW, GMAW)
Fitter Special Class	Line borer or complex hydraulics	
Dual Ticket	Advanced Rigger, Advanced Scaffolder, Crane Operator (min CO)	2 or more qualifications
Plumber Special Class	Gas Fitter or Backflow (licensed)	



Schedule 3 Tool Lists

Note: The below lists act as a *guide only* to assist in providing the minimum required tooling, in some occasions the tools may change to suit the work type/area.

Belt Splicer

- 10 inch Shifter
- 12 inch Shifter x 2
- 15 inch Shifter
- 450mm Podgy/Lever Bar
- Tape Measure (8m)
- Bando Knife
- Hand Scratcher
- Knee Pads set
- Lump Hammer
- Olfa Knife
- Pinchers
- Pliers
- Ply Lifter
- Side Cutters
- Small Triangle File
- Stitcher
- Vice Grips x 2

Boilermaker / Fitter

- 300mm Rule
- Cold Chisel set
- 4lb Lump Hammer
- Battery Grinder / drill
- Multi Grips
- Bull Nose Pliers
- Long nose Pilers
- Punch Set
- Centre Punch
- Scribe
- Screw Drivers (Phillips and Flat)
- Engineers Square
- Tape Measure
- Vice Grips
- Metric Spanner Set (up to 24mm)
- 1/2-inch socket set
- Podgy Bars
- Pry Bars
- 300mm Shifter
- 450mm Shifter
- Flint and Steel (For Oxy/Acet)
- Vernier Callipers* (Mechanical Fitter Only)



Electricians

- Multi-Meter
- Amp Clamp
- 1/2 Socket Set
- 1/4 Socket Set
- Battery Drill
- Allen Keys (Metric & AF)
- Torq Keys (Tamper Proof)
- Conduit Cutters
- Spanner Set 10-19mm
- Claw Hammer
- Spirit Level
- Multi Grips
- Long Nose Pliers
- Bull Nose Pliers
- Side Cutters
- Tin Snips
- Vice Grips
- Tape Measure
- Terminal Crimpers
- Battery Vacuum Wet & Dry
- Battery Impact Driver
- Battery Grinder
- 300mm Shifter
- 150mm Shifter
- Cable crimpers

Plumbers

- Spirit Level
- Allen Keys (AF/Metric)
- Torq Keys (Tamper Proof)
- Battery Drill
- Battery Impact Driver
- Battery Grinder
- Claw Hammer
- 4lb Lump Hammer
- Multi Grips (Various Sizes)
- Conduit Cutters
- Bull Nose Pliers
- Long Nose Pliers
- Podge Bar
- Screw Driver Set
- Stillsons/Pipe Wrench
- Tape Measure
- Tin Spins
- Wood Chisel set
- Cold Chisel set
- Engineers Square

Refrigeration Mechanic

- Manifold Gauges
- Refrigerant Leak
 Detector
- 300mm Shifter
- Battery Drill
- Battery Grinder
- Battery Impact Driver
- Claw Hammer
- Multi Meter
- Insulated Screw
 Drivers
- Insulated Bull Nose Pliers
- Insulated Long Nose
 Pliers
- Multi Grips
- Insulated Side Cutters
- Tin Snips
- Copper Pipe Cutters
 - Copper Pipe Benders
- Copper pipe flaring
 tool
- Vernier Callipers
- Conduit Cutters
- 10-19mm Spanner Set
- ¼ Socket Set
- 1/2 Socket Set
- Allen Keys (AF & Metric)
- Torq Keys (Tamper Proof)
- Battery Vaccum



Painter Decorator

- 50mm paint scraper/putty knife
- 75mm paint scraper/putty knife
- Basic screwdriver set
- Combination pliers
- Multi grip pliers
- 200mm Adjustable shifter
- 8M tape measure
- Battery drill

Scaffolder

- Hammer Lump
- Level (300mm)
 - Open End Spanner
 24mm
 - Podgy Spanner 24mm
- Scaffold Key
- Tape Measure (8m)
- Tool Belt

Rigger

- Drift x2
- Hammer Lump
- Level (300mm)
- Open End Ring Spanner 24, 27, 32
- Podgy Ratchets 19/24, 32/27, 36/42
- Tape Measure (8m)
- Tool Belt
- Wedges x 2



Carpenter

- Tool Belt
- Battery Drill
- Battery Grinder
- Battery Impact Driver
- Hammer Drill
- Cordless Drill
- Claw Hammer
- 4lb Lump Hammer
- Multi Grips
- Tape Measure
- 300mm Rule
- Bull Nose Pliers
- Long Nose Pliers
- Concreters Nips
- Spirit Level 600mm
- Spirit Level 1200mm
- Pinch Bar
- 300mm Shifter
- 450mm Shifter
- L&R Tin Snips
- Timber Hand Saw
- Hacksaw
- Nail Punch
- Wood Chisels
- Hole Saw Set
- 2 x 600mm Bar Clamps
- Flick Line

Concretor

- Tool belt
- Battery circular saw / grinder / impact driver / hammer drill / cordless drill
- Claw hammer
- Lump hammer
- Tape measure
- Bullnose edger
- Magnesium float
- Steel trowel
- Concretors nips
- Spirit levels
- Pinch bar
- Timber hand saw
- String line
- Flick line



Landscaper

- Hammer Lump & Claw
- Rubber Mallet
- Level (600mm & 1200mm)
- Battery Tool
- Screwdriver Set
- Multi Grips
- Shovel Square Mouth
- String Line
- Tape Measure (8m)
- Concrete Float & Trowel
- Handsaw
- Hacksaw
- Pipe Cutters

Industrial Painter / Blaster

- 50mm paint scraper/putty knife
- 75mm paint scraper/putty knife
- Basic screwdriver set
- Combination pliers
- Multi grip pliers
- 150mm adjustable shifter
- 200mm adjustable shifter
- 300mm adjustable shifter
- 350mm pipe wrench
- 8M tape measure
- Orbital palm sander 6 inch
- Cordless or pneumatic drill
- Paint paddle mixer

Plasterer

- Handsaw
- Mitre Box
- Gyprock Saw
- Level (300mm & 600mm)
- Screw Gun/Impact
 Driver
- Collated Screw Gun
- Battery Tool
- Hammer
- Tool Belt
- Filling Knifes
- Trowels
- String Line
- Hand Sander
- Hawk



Schedule 4 Accommodation and Flight

1.1 Weipa

Remote Area Housing

(\$500/Week Fully Taxed or Rental Property to Value \$500/Week)

Under this arrangement, you are a tenant in the Employer's rental property or in a privately rented property. Your rent may be subsidised by the Employer up to the maximum value of \$500.00 per week.

If you are eligible for subsidised rent the following provisions apply;

- (a) The rental subsidy amount will be agreed between the parties.
- (b) If you are absent from designated shifts, you are required to pay for the accommodation subsidy, calculated as; weekly Subsidy/5 days x No. of days absent
- (c) Rental subsidy payments will be taxed in accordance with ATO guidelines.
- (d) You must submit the applicable valid declaration form and your eligibility will be reviewed every 12 months

All other conditions surrounding the provision of the subsidy will be clearly explained and outlined in the Tenancy Agreement Form supplied on commencement.

<u>Airfare</u>

(a) Eligible local Employees will be entitled to two (2) return airfares to Cairns per year. Alternatively the Employer will reimburse the Employee fuel costs up to the value of a return flight on receipt of valid tax invoices submitted for approval.

1.2 Port Hedland

Remote Area Living Allowance

Under this arrangement, as you will be supplying your own accommodation, the Employer may provide you a Living Allowance. Your living allowance may be \$100 per day Monday – Friday up to the maximum value of \$500 per week (subject to variation).

If you are eligible for a living allowance the following provisions apply;

- (a) The rental subsidy amount will be agreed between the parties.
- (b) If you are absent from designated shifts, you are required to pay for the accommodation subsidy, calculated as; Weekly Subsidy/5 days x No. of days absent
- (c) Rental subsidy payments will be taxed in accordance with ATO guidelines.
- (d) You must submit the applicable valid declaration form and your eligibility will be reviewed every 12 months

Remote Area Living Allowance – BHP Housing

Under this arrangement, as you will be supplying your own accommodation, the Employer may provide you a Living Allowance. Your living allowance may be \$125 per rostered day up to the maximum value of \$500 per week (subject to variation).



- (a) The rental subsidy amount will be agreed between the parties.
- (b) If you are absent from designated shifts, you are required to pay for the accommodation subsidy, calculated as; Weekly Subsidy/4 days x No. of days absent
- (c) Rental subsidy payments will be taxed in accordance with ATO guidelines.
- (d) You must submit the applicable valid declaration form and your eligibility will be reviewed every 12 months

<u>Airfare</u>

- (a) Non-local Employee's will be entitled to four (4) return airfares to their usual place of residence per year.
- (b) Eligible local Employee's will be entitled to two (2) return airfares to Perth per year.
- (c) Alternatively, the Employer will reimburse the Employee fuel costs up to the value of a return flight to an agreed destination on receipt of valid tax invoices submitted for approval.

1.3 Nhulunbuy

Remote Area Housing

(\$500/Week Fully Taxed or Rental Property to Value \$500/Week)

Under this arrangement, you are a tenant in an Employer rental property or in a privately rented property. Your rent may be subsidised the Employer up to the maximum value of \$500.00 per week.

If you are eligible for subsidised rent the following provisions apply;

- (a) The rental subsidy amount will be agreed between the parties.
- (b) If you are absent from designated shifts, you are required to pay for the accommodation subsidy, calculated as; Weekly Subsidy/5 days x No. of days absent
- (c) Rental subsidy payments will be taxed in accordance with ATO guidelines.
- (d) You must submit the applicable valid declaration form and your eligibility will be reviewed every 12 months

All other conditions surrounding the provision of the subsidy will be clearly explained and outlined in the Tenancy Agreement Form supplied on commencement.

<u>Airfare</u>

(a) Eligible Employees will be entitled to one (1) return airfare up to the value of \$650 for each immediate family member residing within their household. This includes the Employees' spouse and depended children under the age of 18 residing with the Employee



1.4 Emerald

Remote Area Housing

(\$300/Week Fully Taxed)

Under this arrangement, you are a tenant in a or in a privately rented or owned property. Your living expenses may be subsidised by the Employer up to the maximum value of \$300.00 per week.

If you are eligible for subsidised rent the following provisions apply;

- (a) The rental subsidy amount will be agreed between the parties.
- (b) If you are absent from designated shifts, you are required to pay for the accommodation subsidy, calculated as; Weekly Subsidy/5 days x No. of days absent
- (c) Rental subsidy payments will be taxed in accordance with ATO guidelines.
- (d) You must submit the applicable valid declaration form and your eligibility will be reviewed every 12 months

All other conditions surrounding the provision of the subsidy will be clearly explained on commencement.

<u>Airfare</u>

(a) Eligible local Employees will be entitled to two (2) return airfares to Brisbane per year. Alternatively, the Employer will reimburse the Employee fuel costs up to the value of a return flight on receipt of valid tax invoices submitted for approval.

1.5 Katherine

Remote Area Housing

(\$500/Week Fully Taxed or Rental Property to Value \$500/Week)

Under this arrangement, you are a tenant in an Employer rental property or in a privately rented property. Your rent may be subsidised the Employer up to the maximum value of \$500.00 per week.

If you are eligible for subsidised rent the following provisions apply;

- (a) The rental subsidy amount will be agreed between the parties.
- (b) If you are absent from designated shifts, you are required to pay for the accommodation subsidy, calculated as; Weekly Subsidy/5 days x No. of days absent
- (c) Rental subsidy payments will be taxed in accordance with ATO guidelines.
- (d) You must submit the applicable valid declaration form and your eligibility will be reviewed every 12 months

All other conditions surrounding the provision of the subsidy will be clearly explained and outlined in the Tenancy Agreement Form supplied on commencement.

1.6 Rise and Fall

Should living expenses by way of housing affordability significantly change, the Employer and Employee will consult with each other to reach agreement on how to manage the change.



Schedule 5 Example Rosters and Working Hours

DIVISIONS (Qld, NT, WA);

These example rosters are not set to disadvantage any conditions held within this Agreement. Notwithstanding that by mutual agreement with a group of Employees and the Employer may agree to average a roster over a calendar period.

Divisions 1							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	7.2	7.2	7.2	7.2	7.2		
Time + ½	2	2	2	2	2		
2 x Time	0.8	0.8	0.8	0.8	0.8		

Divisions 2							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	7.2	7.2	7.2	7.2	7.2		
Time + ½	2	2	2	2	2		
2 x Time	1.8	1.8	1.8	1.8	1.8		

Divisions 3							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	7.2	7.2	7.2	7.2	7.2		
Time + ½	1.8	1.8	1.8	1.8	1.8		
2 x Time	0	0	0	0	0		



PROJECT;

These example rosters are not set to disadvantage any conditions held within this Agreement. Notwithstanding that by mutual agreement with a group of Employees and the Employer may agree to average a roster over a calendar period.

				Project				
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Ordinary	0	0	0	7.2	7.2	0	0
Week 1	Time + ½	0	0	0	2	2	2	0
	2 x Time	0	0	0	0.8	0.8	8	10
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Ordinary	7.2	7.2	7.2	7.2	7.2	0	0
Week 2	Time + ½	2	2	2	2	2	2	0
	2 x Time	0.8	0.8	0.8	0.8	0.8	8	10
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Ordinary	7.2	7.2	7.2	7.2	7.2	0	0
Week 3	Time + 1/2	2	2	2	2	2	2	0
	2 x Time	0.8	0.8	0.8	0.8	0.8	8	10
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Ordinary	7.2	7.2	7.2	0	0	0	0
Week 4	Time + ½	2	2	2	0	0	0	0
	2 x Time	0.8	0.8	0.8	0	0	0	0



EXECUTED as an **Enterprise Agreement**

Signed by on behalf of Ribshire Pty Ltd trading as Goodline on / /2022 in the presence of

Directors signature

Directors name (print)

Director's address

Authority to sign (position)

Signed for Employees by their representative on / /2022 in the presence of:

Employee representative's signature

Employee representative's name (print)

Employee representative's address

Authority to sign (position)