

Sustaining Works Queensland Enterprise Agreement 2024

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1 GENERAL TERMS

1.1 Parties to the Agreement

The Parties to the Agreement are:

- Sustaining Works Pty Limited the **Employer** ABN 14 603 108 818, and
- The **Employees** of Sustaining Works Pty Limited engaged in the classifications contained herein.

1.2 Title of Agreement

This Enterprise Agreement shall be known as the ***Sustaining Works Queensland Enterprise Agreement 2024***.

1.3 Application of Agreement

This Agreement will cover Employees that are engaged to perform civil, mechanical and/or electrical work in the construction, installation, maintenance and/or servicing of gas facilities in Queensland (excluding Curtis Island) including:

- wells;
- process facilities;
- compression facilities;
- pipelines; and
- all associated infrastructure above or below ground,

including work to inspect, repair, replace, renovate, rehabilitate, refurbish, revamp, service, maintain, install, overhaul, upgrade, operate and/or upkeep of those facilities.

1.4 Exclusions

The Agreement is a stand-alone document and applies to the exclusion of any applicable award.

This Agreement will not apply to the following activities or personnel:

- (a) Management and Supervisory Personnel;
- (b) Engineers and Surveyors; and
- (c) the offsite manufacturing or fabrication of goods, materials and equipment.

1.5 Designated Modern Award

For purpose of the Better Off Overall Test only, the terms of this Agreement will be compared with the Building and Construction General On-site Award 2020.

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

1.6 Duration of Agreement

This Agreement commences seven days after approval by the Fair Work Commission and will nominally expire four years after its approval date.

1.7 Definitions

Award means the *Building and Construction General On-Site Award 2020*

Hourly Rate means payment at the appropriate rate of pay as specified in clause 5

Principal Contractor means the head contractor who has the contract for the majority of the works with the client or owner of the assets/property.

Day Worker means an Employee who is employed to work during the ordinary span of hours Monday to Sunday.

Employee means all Employees who fall within the classifications of this Agreement, who are engaged to perform the work described in this Agreement.

Employer means Sustaining Works Pty Limited.

Flat Allowance will mean an allowance that is paid as a separate standalone payment and does not form part of any calculation associated with overtime and paid leave.

Night Shift means any rostered shift where the majority of the shift falls outside the ordinary span of hours that is 5.00am to 6.00pm Monday to Sunday.

Non-Local Employee means an Employee whose usual place of residence is outside of a 100-kilometre radius of the main site office of the Project.

Ordinary Hours means an average of 38 hours per week in accordance with clause 4.1 of this Agreement and the Fair Work Act 2009.

Project means to which the Employee is engaged on and working at.

Rest and Recreation (RNR) means unpaid leave to recuperate between rosters for example, 21 days worked, 7 days off on RNR.

Continuous Shift Worker means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

Usual Place of Residence means the address the Employee declares in their Living Away from Home Declaration form in Appendix 8 of this Agreement.

Work Face means the actual place on the Project where the Employee is performing work on a day to day basis.

2 COMMENCEMENT TO END OF EMPLOYMENT

2.1 Employee Obligations

The Employee:

- Is required to work at any location where directed and where this Agreement is in operation;
- Is required to observe all lawful directions, instructions, of the Employer and Principal Contractor (where appropriate as determined by the Employer);
- Will maintain all necessary qualifications, certificates, permits, licenses and the like to enable the Employee to fulfill their role with the Employer;
- Will be directed to undertake a range of activities that is within their skill, training and competency;
- Will ensure their personal fitness for work and will comply with the Employer's and/or Principal Contractors Fitness for Work policies;
- Will ensure personal compliance with relevant camp / accommodation, site and travel rules implemented by the Employer, Camp Provider, client to Principal Contractor and/or Principal Contractor.
- Will only smoke in designated smoking areas during approved breaks. Smoking is not permitted at any time in crib rooms, toilets, camp facilities including accommodation rooms, vehicles, machinery or plant.

2.2 Engagement

The employment shall be as follows and will be agreed in writing with the Employee prior to commencement of employment:

- Full time (weekly) – Employees engaged by the week; or
- Part time (weekly) – Employees engaged by the week on a part time basis with reasonably predictable hours however less than 38 hours per week; or
- Casual employment – subject to the Fair Work Act will be engaged by the day/shift. Casual Employees will receive a loading of 25% on the Hourly Rate for ordinary hours worked. This loading will compensate for the uncertain nature of casual employment and in lieu of annual leave and annual leave loading; personal/carers leave; provision of notice; redundancy and income protection. Time worked in excess of the ordinary hours will be paid at the standard Hourly Rates (plus the 25% casual loading). A casual Employee shall be entitled to payment for a minimum of four (4) hours' work per engagement. The Employee will be notified at the time of engagement of their employment status in writing.

2.3 Casual Conversion to full-time or part-time employment

- (a) A casual employee, other than an **irregular casual employee**, who has been engaged by the Employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (b) For the purposes of clause 2.3(a), an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

- (c) The Employer must give the employee notice in writing of the provisions of clause 2.3 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 2.3 if the Employer fails to comply with the clause.
- (d) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (e) Any casual employee who has a right to elect under clause 2.3(a), on receiving notice under clause 2.3(c) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably refuse.
- (f) Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the Employer.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 2.3(e), the Employer and employee must, subject to clause 2.3(e), discuss and agree on:
 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked.
- (h) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Employer and employee.
- (i) Following such agreement being reached, the employee converts to full-time or part-time employment.
- (j) Where, in accordance with clause 2.3(e) the Employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (k) By agreement between the Employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the Employer may apply clause 2.3(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the Employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 2.3(a).
- (l) An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

2.4 Probation

All full time and part time Employees will be subject to a six (6) month probation period.

2.5 Serious Misconduct

The Employer may terminate an Employee's employment without notice if it has reasonable grounds to suspect that the Employee is guilty of serious misconduct. "Serious Misconduct" has its ordinary meaning at law and includes, but is not limited to:

- Conduct of a sort which, in the Employer's reasonable opinion, places the Employee's or others' health and safety at risk;
- Use of alcohol and/or drugs in breach of the drug and alcohol policy including, but not limited to, attending to work while under the influence of alcohol and/or drugs, and possession of, or use of, illegal drugs/substances;
- Dishonesty, stealing, fraud, assault, discrimination or harassment or other offensive or intimidating behavior;
- Misrepresentation of the Employee's qualifications or employment history;
- Unreasonable failure to comply with, or willful disobedience of, the Employer's reasonable and lawful directions;
- Being charged with and being proven guilty of a criminal offence that prevents the Employee from carrying out the substantive role;
- Neglect of duty;
- Breach of the Employer and/or Project Code of Conduct; and/or
- Unauthorised possession of Employer or another Employee's property, or trespass without permit on any restricted access areas; and possession and/or use of weapons of any kind.

2.6 Termination

A full time Employee's termination shall be in accordance with the provisions of the *Fair Work Act 2009*. The period of notice to be given by the Employer shall be 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

This period of notice shall be increased by one (1) week where the Employee is over 45 years of age AND has completed two years of continuous service with the Employer. One (1) week shall mean seven (7) days of what the Employee would have been paid had they worked.

The period of notice to be given by the Employee shall be the same as required by the Employer as outlined in the table above. Where less than the required notice is given by the Employee, the Employer is entitled to deduct the balance from the Employee's termination payment e.g. 2 weeks required, 1 week provided – Employer may deduct 1 week. If an

Employee resigns and both Employer and Employee agree, notice can be forfeited or a reduced period can be mutually agreed.

Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu.

Casuals will not be required to give notice nor will they be required to receive notice.

2.7 Redundancy

The Employer will make, on behalf of each weekly Employee, (excluding casual Employees) a total contribution of \$92.00 for each week to ACIRT. The meaning of redundancy will be as defined by ACIRT.

2.8 Abandonment of Employment

An Employee who is absent without authorisation from work for a period of three (3) working days shall be regarded as having abandoned their employment and will be duly terminated unless they can establish to the Employer's satisfaction a reasonable cause for the absence within three (3) days of:

- (i) The Employee's last attendance at work; or
- (ii) The Employee's last authorised absence;

whichever is the latter, provided that the Employer takes reasonable steps to ascertain the cause of the Employee's absence prior to deeming employment to have been terminated in accordance with this clause.

If an Employer terminates the Employee's employment, the termination shall operate from the date of:

- (i) The Employee's last attendance at work; or
 - (ii) The Employee's last authorised absence;
- whichever is the latter.

3 SHUTDOWN AND INCLEMENT WEATHER

3.1 Shutdown/Standdown

The Employer is entitled to stand down an Employee without pay in the event of:

- a) industrial action (other than industrial action organised or engaged in by the Employer);
- b) a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown; and/or
- c) a stoppage of work for any cause for which the Employer cannot reasonably be held responsible (including but not limited to a planned outage; shutdown of works by the Principals Contractor's Client).

Furthermore, the Employer by providing two (2) months' notice may require Employees to take annual leave due to a shutdown of operations or over the Christmas period. Where an Employee does not have sufficient accrued annual leave, the Employee will be required to take leave without pay.

3.2 Inclement Weather

Inclement Weather means the existence of storms or abnormal climatic conditions, including hail, snow, wind, severe dust storm, excessive heat, bushfire activity, or the like, by virtue of which it is unsafe for Employees to continue working when exposed to this weather.

During periods of inclement weather that prevents work from being performed on site, the Employer, where practical, will transfer Employees to an alternative site not so affected, or to the Employer's depot/yard to perform maintenance, service type duties or training.

Where this is not practical, all full time Employees shall be entitled to payment during normal roster, at the rate of 75% of the Hourly Rate for ordinary hours lost due to inclement weather, subject to an Employee being ready willing and able to work. Employees will be paid for inclement weather periods up to a maximum of 32 hours per calendar month. If the 32 hour maximum is fulfilled, the Employer may stand down employees without pay in accordance with clause 524 of the Fair Work Act 2009. In this instance, the Employer may return Employees to the point of hire.

Whilst receiving inclement weather payment, Employees shall maintain themselves ready, willing and able to work unless otherwise advised by their Employer.

4 HOURS OF WORK, MEALS BREAKS AND PENALTIES

4.1 Ordinary Hours

The Ordinary Hours of work shall be an average of 38 hours per week to be worked over a nominated work cycle. The span of ordinary hours for day workers shall be from 5.00 am to 6.00 pm Monday to Sunday.

The Employer and Employees covered by this Agreement commit to:

- (i) Flexibility in any way that ordinary hours are organised and are worked to meet operational requirements;
- (ii) Working reasonable additional time;
- (iii) Working shift work as required; and
- (iv) Providing work coverage if required on a continuous basis.

Ordinary Hours, on any day, shall be worked continuously except for meal breaks.

The Ordinary Hours of work may be worked on any or all of the days of the week Monday to Sunday inclusive between the hours of 5.00am to 6.00pm. This will allow for accrual of ordinary time over nominated work days to provide the average of 38 ordinary hours over the nominated cycle/s.

4.2 Start and Finish Point / Times

The start and finish times will be determined by the Employer. With consultation with affected Employees, may be varied to suit unforeseen circumstances, such as operational requirements, seasonal factors or urgent Employer/Principal Contractor and/or Principal Contractor's Client needs.

The starting time will be at the actual Work Face, where the Employee is required to perform work for the day or a nominated onsite work location if applicable (e.g. central location of pre- start). Employees should be suitably attired in work uniforms and personal protective equipment and ready for work at the designated start time (usually pre- start).

Cessation of work will be at the actual Work Face. Reasonable wash up time will be in paid time and cessation of work will immediately follow wash up.

4.3 Variation of Hours

The time of commencing and finishing shifts once having been determined may be varied by agreement between the Employer and the majority of Employee/s concerned in the section or sections concerned to suit the circumstances of the business.

Provided where no agreement is reached, seven (7) days' notice by management of change of shift hours starting and finishing times will be applicable.

4.4 Day Workers – Meal Breaks & Rest Pauses

There will be a meal break and a rest pause for each shift or day. The meal break shall be 30 minutes duration and will be unpaid. The rest pause will be 20 minutes duration and paid. The times of taking meal breaks and rest pauses will be as agreed between the Employer and majority of Employees affected and taken at such time so as to not interfere with the continuity of the operations. An Employee will not be required to work more than five (5) hours without a meal break.

4.5 Shift Workers – Meal Breaks

Employees working 10-hour shifts will be entitled to two (2) paid 30-minute breaks.

4.6 Overtime Meal Break

An Employee working overtime after ordinary hours shall be allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after the crib has been taken. Provided the first crib time will coincide with the usual meal time and not necessarily strictly on the fourth hour after the overtime has commenced.

4.7 Rest Period after Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.

An Employee who works so much overtime between the termination of his/her ordinary hours on one day and the commencement of his/her ordinary hours on the next day that he/she has not had at least ten (10) consecutive hours off duty between those times, shall, be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4.8 Overcycle Penalty Rate

An Employee will be entitled to a penalty of 35% of the Hourly Rate for hours worked in excess of the designated roster, provided that it is only payable:

- on hours worked in excess of the Employee's normal roster; and
- Where an Employee is required to work beyond their normal roster by the Employer; and
- Where the Employee agrees to work beyond their normal roster; and
- The work is approved by the Project Manager prior to the Employee performing the work.

For example, where an Employee's normal roster is 18/10, the employee has worked the entire 18/10 roster and is required to continue working to a 21/7 roster – the Employee is entitled to the additional payment on days 19, 20 and 21.

4.9 Night Shift Work Penalty Rate

A loading of 20% to the Hourly Rate will apply for all shift hours defined as a Night Shift.

4.10 Recall

An Employee recalled to work overtime after leaving the site at the end of their shift will be paid a minimum of three (3) hours. An Employee who commences a recall within three (3) hours, prior to the normal starting time, and who has had ten (10) consecutive hours off duty in accordance with clause 5.7 prior to commencing the recall, will be required to continue to work their normal shift.

4.11 Standby Payment

An Employee who is specifically requested by the Employer to hold oneself in readiness to return to work after finishing work AND leaving site is to be paid a standby allowance for each hour actually required to be on standby. The hourly allowance will be \$4.00 per hour

and paid for each hour actually on standby and whilst not actually working. The payment will not apply whilst the Employee is working rostered hours.

The Employee must maintain themselves ready, willing and able to work whilst on standby.

Example: Employee is on standby from the end of ordinary work on one day and the commencement of ordinary work on next day is for example, 16 hours x \$4.00 = \$64.

5 CLASSIFICATION STRUCTURE AND WAGES

5.1 Allocation to Classification Levels

Each Employee will be assigned to a classification level based on their skills, qualifications and experience, **in consideration of the substantive nature of the duties they will be required to use on the Project**, and needs of the Employer.

5.2 Hourly Rates

The Hourly Rates listed below are the flat loaded Hourly Rates, which include:

- compensation for all hours worked including public holiday penalty rates; and
- overtime after ordinary hours and on Saturdays, Sundays and public holidays; and
- travel to and from site; and
- any and all other disabilities associated with the location of the work and the conditions under which it is performed.

Classification	Hourly Rate p/hr 01/01/25	Hourly Rate p/hr 01/01/26	Hourly Rate p/hr 01/01/27	Hourly Rate p/hr 01/01/28
New Entrant	\$57.45	\$59.46	\$61.55	\$63.70
Level 1	\$63.81	\$66.05	\$68.36	\$70.75
Level 2	\$68.07	\$70.46	\$72.92	\$75.48
Level 3	\$73.33	\$75.90	\$78.55	\$81.30
Level 4	\$76.94	\$79.64	\$82.42	\$85.31
Level 5	\$86.77	\$89.81	\$92.96	\$96.21

5.3 Wage Increases

Wage increases will be applicable as follows and are incorporated into the table above, and shall be paid from the 1st pay period commencing on or after the dates provided:

- 1 January 2025 – 4.5%
- 1 January 2026 – 3.5%
- 1 January 2027 – 3.5%
- 1 January 2028 – 3.5%

5.4 Multi Skilling

Employees shall be multi skilled and work in a completely flexible way not only to increase productivity but also to provide Employees with more satisfying and challenging jobs and enhance their career growth opportunities. There shall be no demarcation or restrictions between functions or organisational status including between traditional crafts, occupations, or vocations or callings.

In addition to performing any duties within their assigned group, Employees are required to perform any duties in groups below that assigned level, provided that such duties are:

- (1) within their skills, competence, qualifications and training; and
- (2) consistent with occupational health and safety and statutory requirements.

5.5 Classification Structure

Employees will be classified and paid in accordance with the following which takes into consideration the associated conditions of where the work is generally performed and the qualifications and competencies required.

Positions are indicative and should a position not be outlined; the classification will be guided by the requirements of the position in the qualifications/experience column and/or as closely aligned to Award classifications in the Award and in line with the Australian Qualifications Framework.

Classification Level & Title	Qualifications/Experience Required
New Entrant	<ul style="list-style-type: none"> • Is an Employee that has no demonstrated experience in the Industry. • The Employee shall remain at this classification until competencies have been assessed by the Employer to be proficient before moving to the next Level. • The maximum period at this level should be no longer than 12 months.
Level 1 Semi Skilled	<p>An Employee at this level may have achieved Cert I or equivalent training.</p> <ul style="list-style-type: none"> • Engaged in manual support of construction related duties; • Will assist others and work under the supervision of a higher classification such as tradesperson/operator (eg labourer/trades assistant); • Responsible for the quality of their own work subject to general supervision; • Basic material handling/inventory and store control; • Identifies basic faults in materials and equipment; • measures accurately using specialised equipment, eg chainsperson. <p>This classification incorporates but is not limited to: Trades Assistant; Labourer; Survey Instrument Hand/Chainperson; Traffic Controller; Storeperson.</p>
Level 2 Skilled and/or Small Plant Operator	<p>An Employee at this level may have achieved Cert I or equivalent training.</p> <ul style="list-style-type: none"> • non-trades maintenance of relevant plant and equipment; eg serviceperson • operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 1; • anticipates and plans for changes to the work environment; • implements basic fault-finding and problem-solving skills within the employee's sphere of work; • understands the construction process in their sector and has a basic level of understanding of processes in other sectors; • performs basic quality checks on the work of others. <p>This classification incorporates but is not limited to: truck driver, concreting, rollers, service person, steel fixing, pipe laying, rigger/dogger/scaffolder, polywelder, small plant operators.</p> <p>An Employee from Level 2 who is advanced, that is having obtained 5 years + experience and the necessary qualifications and deemed competent and experienced by the Employer may progress to Level 3.</p>
Level 3	<p>An Employee at this level may have achieved Cert II or equivalent training.</p>

Classification Level & Title	Qualifications/Experience Required
Skilled and/or Large Plant/Crane Operator	<ul style="list-style-type: none"> operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2; Knowledge of construction process and sequencing; can interpret plans and drawings relevant to their functions; specialised materials handling; operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2; assists with the provision of on-the-job training; works from complex instructions and procedures; anticipates and plans for constant changes to the work environment; performs work under limited supervision either individually or in a team environment. <p>This classification incorporates but is not limited to: Excavator Operator; Sideboom Operator; Grader Operator; Front End Loader Operator; Advanced Polywelder; Non Slewing Mobile Crane Operator</p>
Level 4 Trade Qualified	An Employee engaged on the basis of a trade certificate (Cert III). Unindentured trades people should be paid at Level 3 on the basis that they have not obtained their trade qualification.
Level 5 Special Class Tradesperson	Positions as defined in Appendix 6. An Employee engaged to provide a special class trade or a qualification additional to the achievement of a trade certificate.

5.6 Apprentice Rates

The minimum ordinary rate of pay for an apprentice shall be calculated as a percentage of the Tradesperson Hourly Rate in accordance with the table below:

	Junior Apprentice	Adult (i.e. 21years of age or over)
Stage 1	45%	75%
Stage 2	55%	85%
Stage 3	65%	88%
Stage 4	75%	90%

5.6.1 Definitions

An **adult apprentice** is an employee who is 21 years of age or over at the time of signing the contract of training.

An **apprentice** is an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

An **apprenticeship** is a system of structured on-the-job training with the Employer and off-the-job training with a Registered Training Organisation accessed through a contract of training.

For the purposes of this Agreement, a **construction apprenticeship** is a contract of training for the acquisition of tradesperson qualifications.

Registered Training Organisation (RTO) means a training organisation registered by the Australian Skills Quality Authority, the Victorian Registration and Qualifications Authority or the Western Australia's Training and Accreditation Council.

A **contract of training** means an approved agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

A **school-based apprentice** is an employee who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

5.6.2 Conditions of employment

Apprentices will be engaged in accordance with the terms of this Agreement, any relevant apprenticeship legislation and/or regulations made by any State or Territory training authority with the responsibility for the apprenticeship. The terms of this Agreement apply to apprentices except where otherwise stated.

An apprentice will be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.

Time spent by an apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer

The notice of termination provisions of the NES apply to apprentices.

5.6.3 Overtime and shiftwork

No apprentice/trainee will work overtime or shiftwork on their own or without supervision.

No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they so desire.

No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at the Registered Training Organisation as required by any statute, award, regulation or the contract of training applicable to them.

5.6.4 Payment by results

An apprentice will not work under any system of payment by results.

5.6.5 Lost time

Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to authorised leave. The following year of their apprenticeship does not commence until the additional days have been worked.

In calculating the extra time to be so served, the apprentice will be credited with time which they have worked during the relevant year in excess of their ordinary hours.

5.6.6 Training costs—Fees and textbooks

All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Employer within six months of commencement of the apprenticeship or a stage of the apprenticeship, or within 3 months of

the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

The Employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

5.6.7 Adult apprenticeship—application of general conditions of apprenticeship

The provisions of this clause 5.6 will apply to adult apprentices.

5.6.8 Attendance at block release training

Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the Employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate RTO closer to the apprentice's usual place of work and the use of the more distant RTO is not agreed between the Employer and the apprentice.

For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not in transit.

The amount payable by the Employer under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their Employer has advised them in writing of the availability of such assistance.

5.6.9 Competency based progression

For the purpose of competency based wage progression in clause 5.6, an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:

- (a) competency has been achieved in the relevant proportion of the total units of competency specified in clause 5.6 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
- (b) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
- (c) either:
 - (A) the Registered Training Organisation (RTO), the Employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the Employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the Employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.

If the Employer disagrees with the assessment of the RTO referred to above, and the dispute cannot be resolved by agreement between the RTO, the Employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this Agreement. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this Agreement may be dealt with in accordance with the dispute resolution clause.

For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.

The apprentice will be paid the wage rate referred to in clause 5.6 from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 5.6.9(a) or on a date as determined under the dispute resolution process referred to above.

5.7 Payment of Wages

The Employees will be paid weekly by electronic funds transfer into the Employee’s nominated bank account.

6 ALLOWANCES, SUPERANNUATION AND INCOME PROTECTION

The following allowances shall only be payable where the Employee possesses the appropriate qualification AND the Employer requires the Employee to use the qualification for the majority of the Employees working time. Payment of the allowances may be paid on a temporary basis as required by the Employer and may be removed where the Employee is no longer undertaking that role/task for the Employer.

6.1 First Aid Allowance

A qualified Employee appointed by the Employer to perform first aid duty will be paid a flat allowance of \$3.45 per day.

6.2 Leading Hand Allowance

Where Employees are appointed by the Employer to be in charge of other Employees, a flat allowance of \$2.59 per hour shall be paid for all hours worked on site.

6.3 Tool Allowance

Tradespersons who are required by the Employer to provide their own trade tools will be paid a flat tool allowance of \$6.90 per day worked.

6.4 Electrical Tradesperson Licence

Electrical Tradespersons who possess a current Electrical Licence will be paid a flat allowance of \$11.50 per day worked.

6.5 Electrical Tradesperson – Hazardous Area Construction Tool Allowance

Electrical Tradespersons who are required by the Employer to have a Hazardous Area certificate to perform their duties will be paid a flat allowance of \$11.50 per day worked.

6.6 Electrical Tradesperson – Electrical Contractors Licence

Electrical Tradespersons who are nominees on the Employers Electrical Contractors Licence will be paid a flat allowance of \$19.55 per day worked.

6.7 Electrical Tradesperson – High Voltage Construction Tool Allowance

Electrical Tradespersons who are required by the Employer to provide their own specialist high voltage tools will be paid a flat allowance of \$11.50 per day worked.

6.8 Work at a Higher Classification

If an Employee is required by the Employer and it is approved prior to temporarily perform work at a higher classification level for more than 50% of the daily shift, the Employee is entitled to be paid at the higher rate of pay for the actual time that was spent performing the higher duties.

6.9 Live Services Allowance

When an Employee at Level 3 or below is performing a task associated with a live excavation or interaction with live services limited to hot tap, squeeze off and/or verification of service, the Employee will be entitled to a payment of \$2.59 p/hr whilst the work is being performed.

6.10 Income Protection

The Employer will procure an Income Protection Policy with an Insurer for the benefit of each Employee. The policy will cover all Employees on the project site. This clause does not apply to casual Employees.

6.11 Superannuation

The Employer shall pay superannuation in compliance with applicable superannuation legislation as amended from time to time into the Employee's superannuation fund. Superannuation will be payable on ordinary hours only. The default superannuation fund will be Australian Super.

Further to the above, superannuation will be paid on an additional two (2) hours of the hourly rate excluding shift penalty rates for all Full Time Employees per week.

7 REMOTE WORK

Employees whose Usual Place of Residence is as defined by clause 1.7 will be entitled to the provisions of this clause.

7.1 Transport to and from the Project

The Employer shall transport Non-Local Employees by economy air, road or rail transport between the Project Site and an Employer nominated drop off destination based on transport availability that meets operational requirements and acceptable cost to the Employer. The mode of transport will be at the sole discretion of the Employer and chosen on the basis of cost and availability.

For bus transport, the Employer will nominate a route and the planned stops for the purpose of pickup and drop off which will operate between the Project and designated drop off/pick location. There will be no additional unscheduled stops.

For the current Gathering Engineering Procurement Construction Panel Contract, the Employer transports Employees from the Project Site to Brisbane

7.2 Meals and Accommodation

A Non-Local Employee required to work on a remote Project will be provided with full board and accommodation including meals by the Employer.

7.3 RNR Travel Payment

Employees will travel to and from site in their own time. Employees should be ready for work at their normal starting time on the first day of their roster/week. Employees may be required to work on travel days and travel on RNR days.

Non-Local Employees on an RNR roster cycle will be entitled to receive a travel payment equivalent to (4) hours of the Hourly Rate each way - eight (8) hours in total for the return RNR trip per scheduled roster cycle in lieu of any compensation for travelling time or any other associated costs relating to RNR travel for their return trip. When travel distance exceeds 400Kms on a company provided bus on the most direct route from point of hire to camp, a revised travel payment of seven (7) hours will apply for Bus In Bus Out (BIBO)

employees only per trip. For the avoidance of doubt, an Employee is only entitled to one return travel payment per scheduled roster.

Entitlement to the travel payments will be subject to the Employee being available to commence work on the first working day immediately following the period of RNR and making themselves available to work on each day of the previous cycle, other than approved leave. Subject to this provision, payment will be made in the first pay period after the Employee returns from RNR.

7.4 RNR

Dependent upon the rostering arrangements and hours of work determined by the Employer, the Employer may apply such RNR roster as the Employer considers appropriate. RNR is classified as unpaid leave.

For reasons of operational requirements, the Employer may reschedule the taking of RNR. The Employee may then be required to work a shortened/extended roster in order to regain their original roster cycle.

8 LEAVE

8.1 Annual Leave

A full time Employee shall be entitled to 4 weeks at ordinary hours for each year of continuous service consistent with the *Fair Work Act 2009*. Continuous Shift Workers shall be entitled to an additional week's annual leave. The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Annual leave shall be paid at the Hourly Rate for ordinary hours for the period of annual leave plus an additional loading of 17.5%.

The taking of annual leave will be subject to mutual agreement and at times convenient to requirements of the works.

Where an Employee works on a cycle work made up of working days and non working days, an Employer may reasonably require that:

- any period or periods of annual leave taken by the Employee must be a multiple of the on duty period under the Employee's work cycle roster; or
- the Employee take annual leave as provided to coincide with RNR.

The Employer is not obligated to provide transport for Employees more than what is usual for the ordinary roster cycle.

8.1.1 Excessive Annual Leave

Where the Employee has accrued more than 8 weeks annual leave, the Employer or Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive accrual. Where agreement cannot be reached the Employee may be directed in writing to take the leave OR the Employee may submit an application to take the leave on the following conditions:

- The leave balance is not reduced by less than 6 weeks unless requested by the Employee;

- The Employee may not take the excessive leave unless the leave has been excessive for a period of more than 6 months;
- The period of leave to be taken must be at least a minimum of 1 week;
- Must not require Employee to take leave beginning less than 8 weeks or more than 12 months after the Employer direction is given;
- Must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

8.1.2 Cash Out of Annual Leave

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

8.2 Personal/Carers Leave

A full time Employee shall accrue paid personal/carers leave at the rate of (ten) 10 days for each year of continuous service in accordance with the *Fair Work Act 2009*.

The Employee should notify the Employer of their absence from work and the likely duration as soon as practicable e.g. within the first hour of their normal starting time. Should this not occur in a camp environment, the Employer will undertake a welfare check of the Employee by attending to the Employee in person to ensure that the Employee is not in urgent need of medical attention.

An Employee is entitled to paid personal/carers for ordinary hours provided that they have:

- Have a credit entitlement to a period of leave; and

- Provided evidence satisfactory to the Employer of the illness/injury on the day of their return to work if requested.

The Employer may require an Employee absent on personal/carers leave for more than two (2) consecutive days OR on more than two (2) single days in any year to produce a medical certificate from a qualified medical practitioner stating the nature of the illness and the period the Employee will be unable to work.

Personal/carers leave will be paid out on termination equivalent to the ordinary hours accrued.

8.3 Compassionate Leave

A full time Employee may take compassionate leave when a member of the Employee's immediate family or household member: contracts or develops a personal injury or illness that poses a serious threat to their life; or dies. Compassionate leave shall be a maximum of two (2) paid days per occasion.

The following are members of an Employee's immediate family:

- A spouse or de-facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the Employee.

8.4 Parental Leave

Eligible Employee's will be entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* at the minimum. In addition to the minimum requirements, eligible Employees will be entitled to the provisions within the CIMIC Parental Leave Policy which may change from time to time and is not incorporated into this Agreement.

8.5 Long Service Leave

Employees will be entitled to long service leave in accordance with the applicable legislation.

8.6 Family and Domestic Violence Leave

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

Family member means:

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

A reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

An Employee is entitled to 10 days' unpaid leave to deal with family and domestic violence, as follows:

- the leave is available in full at the start of each 12 month period of the employee's employment; and
- the leave does not accumulate from year to year; and
- is available in full to part-time and casual employees.

A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

The Employer and Employee may agree that the Employee may take more than 10 days' unpaid leave to deal with family and domestic violence.

Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

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

Notice and evidence requirements

(a) Notice

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

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

(b) Evidence

An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents an Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

Compliance

An employee is not entitled to take leave under this clause unless the employee complies with this clause.

8.7 Public Holidays


All full time Employees shall be entitled to be paid gazetted public holidays in respect of their place of work. The Hourly Rate includes the public holiday penalty rates. Work performed on public holidays will be paid in accordance with the Hourly Rate.

An Employee who is not engaged or rostered to work on a public holiday including rostered on RNR, will not be entitled to payment for the public holiday.

Appendix 1 –Signature Provisions

Signed for and on behalf of the **Employer**

Sustaining Works Pty Limited

Signed 

Name Vince Santilippo

Position General Manager Qld/PNG

Address *CPB Contractors c/o Sustaining Works Pty Ltd
520 Wickham St, Fortitude Valley Q 4006*

Witness Signature 

Name of Witness (print) ADRIAN LANGFORD

Address *CPB Contractors c/o Sustaining Works Pty Ltd
520 Wickham St, Fortitude Valley Q 4006*

Date 13 DECEMBER 2024

Signed on behalf of the **Employees**

Signature of employee representative 

Name of Person authorised to sign JASON LAULEY

Position PLANT OPERATOR

Address CPB Contractors c/o Sustaining Works Pty Ltd
520 Wickham St, Fortitude Valley Q 4006

Witness Signature 

Name of Witness (print) Dayle Scoins

Address CPB Contractors c/o Sustaining Works Pty Ltd
520 Wickham St, Fortitude Valley Q 4006

Date 14 December 2024

Appendix 2 – Workplace Delegates' Rights

Employer means the employer of the workplace delegate.

Delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.

Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

1) Notice of appointment

Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

2) Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

3) Entitlement to reasonable communication

A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the delegate's organisation and representation with eligible employees.

A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

4) Entitlement to reasonable access to the workplace and workplace facilities

The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;

- (c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

The employer is not required to provide access to or use of a workplace facility under this clause if:

- (a) the workplace does not have the facility;
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

5) Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - i. full-time or part-time employees; or
 - ii. regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

6) Exercise of entitlements

A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an employee;
- (b) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

Appendix 3 - Consultation

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

- (5) As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

(6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the Employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.

- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative;
the Employer must recognise the representative.

- (13) As soon as practicable after proposing to introduce the change, the Employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- (16) In this term: relevant employees means the employees who may be affected by a change referred to in subclause (1).

Appendix 4 - Flexibility

- (1) An Employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and employee; and
 - (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and employee agree in writing—at any time.

Appendix 5 – Requests for flexible working arrangements

Employee may request change in working arrangements

Appendix 5 applies where an employee has made a request for a change in working arrangements under s.65 of the *Fair Work Act 2009*.

Responding to the request

Before responding to a request made under s.65, the Employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

What the written response must include if the Employer refuses the request

This clause applies if the Employer refuses the request and has not reached an agreement with the employee.

- (d) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (e) If the Employer and employee could not agree on a change in working arrangements under clause 37A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the Employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

What the written response must include if a different change in working arrangements is agreed

If the Employer and the employee reached an agreement under this clause on a change in working arrangements that differs from that initially requested by the employee, the Employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

Dispute Resolution

Disputes about whether the Employer has discussed the request with the employee and responded to the request in the way required by this clause, can be dealt with under the dispute resolution procedure provided for in this Agreement.

Appendix 6 - Dispute Resolution Procedure

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards.this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed.
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the directions.
- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Appendix 7 – Special Classification Definitions

(a) Electronics Tradesperson

- i. Electronics Tradesperson means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilizing integrated circuitry.
- ii. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.
- iii. To be classified as an electronics tradesperson a tradesperson must have at least three years on the job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years part time study.
- iv. In addition, to be classified as an Electronics Tradesperson, a Trades Person must be required, as part of their duties to:
 - Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
 - Work under minimum supervision and technical guidance.
 - Provide technical guidance to other trades persons or to management within the scope of the work described in this definition; and or,
 - Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

(b) Instrumentation and Controls Tradesperson

- i. An instrument (mechanical or electrical) tradesperson working at a level defined as Instrument Tradesperson Complex Systems and who is mainly engaged in applying skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.
- ii. The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least three years relevant on the job experience as a tradesperson -12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least two years part time study.
- iii. In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:
 - Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
 - Work under minimum supervision and technical guidance.
 - Provide technical guidance to other Employees or to management within the scope of the work described in this definition; and / or;
 - Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

(c) Instrument Tradesperson Complex Systems

- i. An instrument (mechanical or electrical) tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault-finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.
- iv. To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:
 - had a minimum of two years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
 - satisfactorily completed an appropriate post trade course equivalent to at least two years part time study or has achieved to the satisfaction of the Employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (1) above.

(d) Instrument Tradesperson

- i. A tradesperson mainly engaged in installing, (including the installing of interconnecting instrumentation wiring, not prohibited by the Electricity Act 1976-1990 or hydraulic or pneumatic instrumentation tubing) repairing, maintaining and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.
- ii. An instrument tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to a level which would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson performing instrument work.

(e) Electrical Tradesperson - Special Class

- i. An electrical fitter of electrical mechanic, who is mainly engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.
- ii. For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory- completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:
 - having had not less than two years on the job experience as a tradesperson working mainly in such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable; and
 - having, by virtue of either the satisfactory completion of a prescribed post-trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in provision (a) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the trades person to examine, diagnose and modify systems comprising inter-connected circuits.
- iii. For the purpose of this definition the following courses are deemed to be prescribed post-trade courses in industrial electronics:

- Industrial Electronics (Course "C") of the Department of Education, Queensland Post Trade Industrial Electronics Course of the NSW Department of Technical Education: The Industrial Electronics Course (Grades 1 & 2) approved by the Education Department of Victoria; The Industrial Electronics Course of the South Australian School of Electrical Technology.
- The Industrial Electronics Course of the Technical Education Department of Tasmania; The Certificate in Industrial Electronics of the Technical Education Division of the Western Australian Educational Department.

(f) Controls Systems Tradesperson

- An electrical tradesperson mainly engaged in installing, terminating, testing, modifying, commissioning or fault-finding control circuitry which utilises electrical or electronic principles, and interpreting electrical drawings which include control circuitry. An Employee at this level would work under minimum supervision and technical guidance.

(g) Electrical Mechanic - Certified

- A tradesperson who is required to hold an Electrical Mechanics Certificate issued by the Electrical Workers' and Contractors' Board, or its equivalent, as a result of additional responsibilities assumed for testing and connecting their own work.
- The additional skills payment shall not apply in whole or in part, until that person completes an apprenticeship or other equivalent training course. Controls Systems:
 - An electrical tradesperson mainly engaged in installing, terminating, testing, modifying, commissioning or fault-finding control circuitry which utilises electrical or electronic principles and interpreting electrical drawings which include control circuitry. An Employee at this level would work under minimum supervision and technical guidance.

(h) Mechanical Tradesperson -Special Class

- A mechanical tradesperson who is mainly engaged in any combination of installing, repairing, and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment and who, in the course of such work, is required to read and understand complex plans and drawings, the performance of which work requires the use of additional knowledge as herein defined.
- For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:
 - Having had a minimum of two (2) years on the job experience as a tradesperson working under minimum supervision and technical guidance; or
 - Having satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the Employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (1) above.
- For the purpose of this definition 'mainly engaged' means regularly over a period or intermittently during a week.

(i) Welder -Special Class

- An engineering Tradesperson (fabrication):

- Who is qualified, through passing the tests required (pre-employment and/or during employment on the respective project), to weld to the satisfaction of the Division of Workplace Health and Safety to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or
- Who is qualified to the Division of Occupational Safety Standards and is required to perform pressure vessel welding or pipe welding.

ii. Welder Special Class - Exotic Materials

- (a) An Employee, who is qualified, through passing the tests required by the Employer and remains so qualified and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31.3 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- *Stainless Steel (304, 310, 316 and 904 grade)*
- *Aluminum*
- *Chrome Molybdenum*
- *Nine per cent (9%) Ni Steel*
- *A333 Grade 6*

Such tests may be required prior to employment and during employment, on a Project, to ensure that qualifications are relevant and up to date.

This allowance only applies to Employees whose welds are recorded Non-Destructive Tested, not for the time so worked.

(j) Tested Welder

- i. An engineering tradesperson (fabrication) who, because of the requirements of the manufacturer of the workplace, has met and remains capable of meeting a practical test, e.g. the Department of Occupational Safety Practical Test Requirements for AS 1554SP. Some or all of these welds may be untreated.

Appendix 8 – Living Away from Home Declaration

I _____(name) as a prospective Employee of Sustaining Works Pty Limited declare as follows:

I have received, read and understand the **Remote Work Clause 7** of the Sustaining Works Queensland Enterprise Agreement **2024**.

My usual place of residence is:

I understand and agree that this declaration shall be the sole determinant of my usual place of residence for the purpose of this Agreement.

I understand that if I was engaged and selected from the project locally, I shall have no entitlement, now or in future, to the entitlements of the Remove Work Clause of the Agreement. This means that I shall not be entitled to board and accommodation or the RNR travel allowance.

I have not been subject to any duress in making this declaration.

DECLARED this _____ day of _____ 20__

Name Printed: _____

Signature: _____

Witness Name Printed: _____

Witness Signature: _____