



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

A & G Pipelines Pty Ltd
(AG2020/669)

A & G PIPELINES PTY LTD ENTERPRISE AGREEMENT 2020

Building, metal and civil construction industries

COMMISSIONER YILMAZ

MELBOURNE, 29 APRIL 2020

A & G Pipelines Pty Ltd Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *A & G Pipelines Pty Ltd Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by A & G Pipelines Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met.

[4] The Agreement is approved and in accordance with s.54, will operate from 6 May 2020. The nominal expiry date of the Agreement is 5 May 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/669

Applicant:

A&G Pipelines Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Jim Pryor, Project manager for A & G Pipelines Pty Ltd give the following undertakings with respect to the A & G Pipelines Pty Ltd Enterprise Agreement 2020("the Agreement"):

I have the authority given to me by A & G Pipelines Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

- Classification Matching: the wage rate table in Clause 6.1of the agreement is replaced with the following table

Classification	Permanent \$ per hour
New Entrant	ECW1 (A) \$22.50
Construction Worker	ECW4 \$25.50
Skilled Construction Worker	ECW6 \$27.50
Tradesperson / Plant Operator (Major)	ECW9 \$29.00

- Termination during probationary period: Agreement amended to one week's notice
Clause 5.1

- Definition of a shift worker: Agreement amended to night shift worker for extra week annual leave, nightshift work is defined in Clause 7.3

- Hours of work: Agreement amended to 8 hours per day Clause 7.1

- Apprentices and trainees: Agreement amended to \$3 more than the award Clause 6.4

- Shift penalties: clause 7.3 of the Agreement is replaced with the following wording

Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the requirements of the project. The requirement to work shift work will only occur after consultation with the appropriate employee.

Morning Shift means a shift commencing at or after 4.30am and before 6.00am

Day shift means any shift starting on or after 6.00 am and before 10.00 am

Afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm

Early afternoon shift means a shift commencing on or after 11.00am and before 1.00pm

Night shift means any shift starting at or after 8.00 pm and before 6.00 am

A loading of ordinary time hourly rate plus 50% for afternoon and night shift or ordinary time hourly rate plus 25% for morning and early afternoon shifts shall apply to ordinary hours Monday to Friday. The applicable weekend rates for ordinary time worked on a weekend prescribe in Clause 7.1 will apply to weekend work.

7. **Public holidays:** Agreement amended to a minimum of four hours pay Clause 8.8
8. **Saturday Overtime:** Agreement amended to, with all work after 12noon on Saturday at the double time rate Clause 7.1.4
9. **Meal allowance:** Agreement amended to \$16 for meal allowance Clause 7.1.7
10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

24-04-2020

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

A & G Pipelines Pty Ltd
Enterprise Agreement 2020

1. Parties to the Agreement

The parties to the agreement will be as follows:

- A & G Pipelines Pty Ltd (the employer); and
- The Employees of A & G Pipelines Pty Ltd engaged in the Classifications contained herein.

2. Application of Agreement

This agreement will apply to the Employer and to their Employees in the performance of all construction and maintenance works throughout Australia

3. Duration of Agreement

The agreement shall apply from seven days after the date of approval with the fair work commission until 3 years from said date

4. Purpose of Agreement

The purpose of the agreement is to provide comprehensively the wages and conditions of employment for which there is a relevant classification in this agreement set out in Clause 6, with respect to civil works and associated construction work, unless a project specific agreement is made which applies to employees who would otherwise be covered by this agreement.

5. Contract of Employment

5.1 Engagement

The employment shall be either full time, part time or casual employment. The employee will be notified at the time of engagement of the employment status.

All fulltime and part-time employees will be subject to a 6-month probation period during which the employee is required to demonstrate suitability for ongoing employment in the role in which engaged by the employer. At any time during the probationary period, employment may be terminated by the giving of one days' notice or as otherwise agreed between the parties. On or before, the expiration of a probationary period the employer will use its best endeavours to assess the employee's suitability for permanent employment, following that assessment the employer will either, confirm the employee's permanent employment status, extend the casual period or terminate their employment.

5.2 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 year or more but less than 5 years	3 weeks
5 years or more	4 weeks

This period of notice shall be increased by one week where the employee is over 45 years of age and has completed two years of continuous service with the employer.

The period of notice to be given by the employee shall be equivalent to that required of the employer. Where less than one week's notice is given by the employee the employer is entitled to deduct one week's pay from the employee's termination payment.

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. Payment in lieu of notice shall be at the employee's ordinary weekly wage for the ordinary hours not worked by the employee during the period notice. Nothing in this clause shall affect the right of the employer to summarily dismiss an employee for conduct that justifies this action.

5.3 Redundancy

5.3.1 Definition of Redundancy

Redundancy means a situation where an employee cease to be employed by the employer, respondent to this agreement, other than for reason of misconduct or refusal of duty. Redundant has a corresponding meaning.

5.3.2 Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined) with the employer.

Period of continuous service	Severance Payment
1 year or more but less than 2 years	2.4 week's pay for all service in excess of 1 year, 1.75 hours pre pay completed week of service up to a maximum of 4.8 week's pay
2 year or more but less than 3 years	4.8 week's pay for all service in excess of 2 year, 1.6 hours pre pay completed week of service up to a maximum of 7 week's pay
3 year or more but less than 4 years	7 week's pay for all service in excess of 3 year, 0.73 hours pre pay completed week of service up to a maximum of 8 week's pay
4 year or more	8 week's pay

Provided that an employee employed for less than 12 months shall be entitled to a redundancy/severance payment of 1.75 hours per completed weeks of service if, and only if redundancy is occasioned otherwise than by the employee.

"Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

- 5.3.3 Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.
- 5.3.4 Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that company for a further twelve months.
- 5.3.5 Where the employee wishes to terminate the employment contract on his/her own accord the redundancy provision are not applicable.
- 5.3.6 The liability in clause 5.4.2 maybe offset or partly offset by payments to an approved worker entitlement fund under the *fringe benefits tax regulations 1992*. Any such payment will cease on the employee's maximum entitlement being reached in payments.
- 5.3.7 If an employee dies with a period of eligible service which would have entitled that employee to a redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.

The provisions of this clause are not applicable where there is a transfer of business from the employer to another employer. The provisions of section 122 of the fair work act 2009 will apply in relation to the obligation to pay redundancy pay in the circumstance of a transfer of business.

The liability for payments arising in terms of this clause on the employer can be offset or partially offset by any payment made on behalf of an employee to a recognised redundancy fund.

5.4 Safety

Employee will comply with the relevant Acts, Regulations, Codes of practice, Management plans and company's occupation Safety Policies and Procedures (as amended from time to time). It is a requirement to wear and maintain personnel protective equipment and safety equipment whilst in areas requiring such equipment.

5.5 Abandonment of Employment

The absence of an Employee from work for a continuous period exceeding three working days without the employer's consent and without notification to the employer is *prima facie* evidence that the employee has abandoned their employment.

If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established the satisfaction of their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this clause operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is later.

5.6 Consultation

The parties to the agreement will be bound by the Consultation term in Schedule 2.

5.7 Flexibility

The parties to the agreement will be bound by the Flexibility term in Schedule 3.

6. Classification and Wage Rates

Classification Structure

The wage rate for each classification are as prescribed below. The rates compensate for all special skills and/or disabilities and /or special rates associated with the industry of the employer (Rates are given per hour for ordinary hours of work).

Employees shall be classified and paid in accordance with the following structure and as determined by the employer.

- 1) New entrant shall mean an employee with less than 12 months industry experience
- 2) Construction worker shall mean an employee with greater than 12-month industry experience, engaged in manual support and construction related duties employees engaged in the following:
 - o Environmental works, concrete works and spotting;
 - o Roller operation;
 - o An employee not otherwise classified
- 3) Skilled construction worker shall mean an employee with specific skill such as the following:
 - o Concrete finishing, Pipe laying, Steel fixing and Pit building
 - o Traffic Control
 - o Service spotting
 - o Operation of Water trucks, Tip Trucks, Heavy Rigid trucks, Bobcat, Backhoe Front End Loader, or
 - o Other skills as recognised by the employer.
- 4) Tradesperson / Plant Operator (Major) shall mean an employee engaged on the basis of a trade certificate or and employee engaged to operate major earthmoving plant such as Excavators or equivalent.

6.1 Wage Rates

The wage rates for each classification are as prescribed below. The rate compensates for all special skills and/or disabilities and/or special rates associated with the industry of the Employer.
(Rates are given per hour for ordinary hours of work).

Classification	Permanent \$ per hour
New Entrant	\$22.50
Construction Worker	\$24.00
Skilled Construction Worker	\$25.00
Tradesperson / Plant Operator (Major)	\$27.00

These wage rates will increase every year by the percentage increase awarded by the National Wage Review and operative from the date of such increase by the National Wage Review.

6.2 Loaded Hourly rate

It is available by agreement between an employee and the employer to pay an all-up hourly wage rate which takes into consideration the provision for all penalty rates associated with overtime hours and allowances incurred over a projected roster cycle(s). This may apply to full-time and casual employees. The agreement will be recorded in writing.

6.3 Casual Employment

Casual employees meaning employees engaged as such will be paid the permanent rate plus a loading of 25%. The casual wage rate will compensate for annual leave, personal/carers leave, notice, redundancy and any other full-time entitlements that do not apply to casual. A casual employee shall be entitled to payment for a minimum of (4) hours work per engagement

1. Where the relevant penalty rate is time and a half, the employee must be paid 175% of the full-time hourly rate prescribed for the employees' classification: and
2. Where the relevant penalty rate is double time, the employee must be paid 225% of the full-time hourly rate prescribed for the employees' classification: and

6.4 Apprentice and Trainee Rates

The minimum wage rates payable to apprentices and trainees will be in accordance with the Building and Construction General On-site Award 2010

6.5 Travel Allowance

An employee required to commence work on site shall receive a travel/mobility allowance of \$20.00 per day of each day that the employee is required to commence on site. This allowance will not be paid where the employee is provided with a vehicle or transport to and from site.

6.6 First Aid Allowance

A Qualified employee appointed by the employer to perform first aid duties shall be paid \$13.85 per week in addition to ordinary rates

6.7 Living Away from Home Allowance

An employee who is required to work at a distance from his usual place of residence that is unreasonable to return home each day will be paid a living away from home allowance of \$503.40 per complete week. In the case of broken parts of the week the living away from home allowance will be \$72.02 per day. This allowance may be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed; or

In the circumstance where an employee receives accommodation provided by the employer, a food and drink allowance will be paid to a maximum of \$250.00 per week. In the case of broken parts of the week the living away from home allowance will be \$50.00 per day. Employee receiving this allowance shall not be entitled to travel allowance

The requirement to work at a distance from the employee's usual place of residence and the payment of living away from home allowance will be subject to the written agreement between the employer and employee

6.8 Superannuation

The employer shall pay superannuation in accordance with the prescriptions of the Superannuation Guarantee (Administration) Act 1992 as amended from time to time. Ordinary time earnings will mean the weekly amount prescribed in Clause 6.1 into a nominated Superannuation Fund. The default fund shall be CBUS superannuation fund.

Where an employee wishes to have their pay salary sacrificed for additional superannuation, the company will comply with the employees request without unreasonable delay. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.

6.9 Payment of Wages

The employees will be paid weekly by electronic funds transfer

7. Hours of Work and Overtime

7.1 Ordinary Hours

The nominal ordinary hours of work shall be average of 38 hours per week to be worked from 6.00am to 6.00pm Monday to Friday.

It will be available to the employer and affected employee to agree to work alternate work cycle that provide an average of 38 hours a week over a nominated cycle. These cycles may include weekends to suit project requirements and/or implement compacted work cycles such as 10 days on, 4 days off.

7.1.1 Rostered Days Off

Subject to the provisions of this clause, ordinary working hours will be worked in a 20 day, four week cycle, Monday to Friday inclusive, with 19 days of eight hours each, between the hours of 6.00 am and 6.00 pm, with 0.4 of one hour each day worked accruing to be paid as a rostered day off (RDO) in each cycle. RDO's will be taken at a time that is mutually convenient.

7.1.2 Payment in Lieu

Employees may request payment in lieu of taking an accrued rostered day off. Payment is subject to Company approval and will be paid at single time rates.

7.1.3 Cashing out RDO's

Employees may request to have their RDO's permanently 'cashed out'. Such requests must be in writing and are subject to Company approval.

7.1.4 Additional Hours / Overtime

All work in excess of the work cycle's ordinary weekly or daily hours or outside of the span of ordinary hours of work shall be paid as overtime at the following rates:

- Monday to Saturday at the rate of time and a half for the first two hours and double time thereafter
- All time worked on a Sunday shall be paid at double time.

7.1.5 Recall

An employee recalled working overtime after leaving site on any Monday to Friday (whether notified before or after leaving site) shall be paid for a minimum of four hour work at the appropriate rate for each time the employee is recalled

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period

This overtime shall not be regarded as overtime for the purpose for Clause 7.1.3 when the actual time worked is less than four hours on the recall or on each or the recalls.

7.1.6 Rest Period

An employee who works overtime shall have at least a ten hour rest period between the end of ordinary hours on any day and the start of ordinary on the next day

If on instructions of the employer, the employee resumes or continues work without having had ten consecutive hour off duty, the employee shall be paid double time until they are released from duty for ten hours rest period, the employee shall then be entitled to be absent with loss of pay for ordinary working hours occurring during the ten hour rest period

In the case of shift work, eight hours shall be substituted for ten hours when overtime is worked:

- a) For the purpose for changing shift rosters: or
- b) To provide coverage for a shift worker who has not reported for work: or
- c) Where employees have mutually agreed to swap shifts

7.1.7 Meal Allowance and Crib Allowance

In the circumstance where a employee is required to work more than two hours overtime after the usual ceasing time, Monday to Friday, a meal will be provided or a payment of \$15.00 for meals will be made. In addition the employee will be entitled to a paid crib of 30 minutes prior to the overtime commencing or be paid 30 minutes at the overtime rate of time and a half. The usual ceasing time for the purposes of this Clause will be after 8 hours.

In the circumstance where an employee is required to work more than 8 hours overtime on either Saturday or Sunday a meal will be provided or a payment of \$15.00 in lieu will be made.

Provided that employee who are in receipt of board and accommodation, or the full living away from home allowance prescribed in Clause 6.8 shall not be entitled to the meal allowance.

7.2 Meal Breaks and Rest Pauses

There will be a meal break and a rest pause for each shift or day where a minimum of five hours are worked Monday to Friday. The meal break shall be thirty minutes duration and will be unpaid. The rest pause will be twenty minutes duration and paid

An employee required to work overtime on a Saturday, Sunday or rostered day off shall be allowed a 20 minute paid crib break after five hours worked if the work is scheduled to continue after the break. Payment for the crib break shall be at the prevailing overtime rate. A second meal break of 20 minutes shall be due if working 8 hours or more, and paid at the prevailing overtime rate. Subsequent paid meal breaks are due every 4 hours.

The times of taking the breaks will be as agreed between the employer and the majority of employee affected. If the company requires an employee to work during a meal break, the employee shall apply the prescriptions of clause 36.5 of the *Building and Construction General On-site Award 2010*.

7.3 Shift Work

Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the requirements of the project. The requirement to work shift work will only occur after consultation with the appropriate employee.

day shift means any shift starting on or after 6.00 am and before 10.00 am

afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm

night shift means any shift starting at or after 8.00 pm and before 6.00 am

A loading of ordinary time hourly rate plus 50% for afternoon and night shift or ordinary time hourly rate plus 25% for morning and early afternoon shifts shall apply to ordinary hours Monday to Friday. The applicable weekend rates for ordinary time worked on a weekend prescribe in Clause 7.1 will apply to weekend work.

7.4 Short-Term Night Work

In circumstances where ordinary hours of work are worked outside of the ordinary hours to meet the requirements of a project, for periods of less than 5 nights (or a rostered 38 Hours per week) the rate of double time shall apply.

Provided that the following conditions apply:

- Employees are given 48 hour's notice of work requirements.
- There is a ten hour break after the completion of rostered work until the commencement of ordinary time, otherwise double time shall apply until a ten hour break is taken.
- All overtime is paid at double time.

7.5 Inclement Weather

Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, flood, extreme cold, high wind, severe dust storm, severe smoke from bush fire, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

- a) The employer, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.
- b) 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 employee depot/yard to perform maintenance, service type duties or training; or

- c) An employee operating machinery fitted with a functional cabin shall not be deemed to be exposed to inclement weather, unless approved by the employee: or
- d) Where this is not practical, all fulltime employee shall be entitled to payment by the employer for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours in each calendar month (non cumulative) subject to an employee being ready, willing and able to work. The numbers of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather. Where an employee has exhausted the 32 hour maximum they may elect to take any remaining hours of the day not worked as RDO hours and finish their day if agreed with by the employer: or
- e) Where an employee chooses to finish work due to inclement weather, whether on site or at the depot/yard, without the consultation and agreement with the employer, the employee will only be paid for time worked.
- f) An employee shall not be entitled to payment if the employer notifies the employee in advance (12 hours) not to attend work on any day where work is not going to be performed because of the incidence or forecasted incidence of inclement weather for that day.

8. Conditions of Employment

8.1 Annual Leave

8.1.1 Entitlement

A fulltime employee shall be entitled to be paid annual leave at the rate of 4 weeks of ordinary time of week year of continuous service consistent with the *Fair Work Act 2009*. The period of annual leave will be exclusive of any public holidays that occurs that the period.

Notwithstanding the above, an employee define as a shift worker for the purpose of the National Employment Standards (NES) will be entitled to an addition week of annual leave as provided for in the NES

8.1.2 Rate of Pay for Annual Leave

Annual leave shall be paid at the ordinary weekly rate for ordinary hours,

8.1.3 Calculation of Annual Leave

Annual leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowance and weekend payments): plus an amount equal to 17.5% of the amount

In circumstance were an employee is receiving a rate in excess of the prescribe relevant rate in the agreement. The 17.5% annual leave loading can be offset to the extent of the over payment.

8.1.4 Taking of Annual Leave

The taking of annual leave will be subject to mutual agreement and at time convenient to requirements of project

The employer by giving reasonable notice may require employees to take annual leave for an annual shutdown. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.

8.1.5 Payment on Termination

An employee on termination will be paid the accrued untaken annual leave based on the period of service

8.1.6 Annual Leave in Advance

An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave. The employer must keep a copy of any agreement in the employee record.

8.1.7 Cashing in Annual Leave

An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee. The employer must keep a copy of any agreement in the employee record.

8.2 Personal/Carers Leave

8.2.1 Entitlement

A fulltime employee shall accrue paid Personal/Carers leave at the rate of 10 days for each year of continuous service consistent with the *National Employment Standards*. Personal/Carers leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours for the period of Personal/Carers leave. Unused Personal/Carers leave accumulates from year to year, but is not payable on termination of employment.

Personal/Carers leave shall not apply for illnesses or injury covered by worker's compensation. An employee shall not be entitled to be paid Personal/Carers leave for more ordinary hours than the employee would have worked on that day.

8.2.2 Payment

Personal/Carers leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours and the employee must meet the following requirements:

- Have a credit entitlement to a period of leave
- Notify the employer of the absence as soon as possible
- Advise the employer how long the absence on Personal/Carers leave is likely to be
- Provide evidence satisfactory to the employer of the illness or injury. An employee absent on Personal/Carers leave for more than two consecutive days or absent either side of a weekend or public holiday may require by the employer to produce a medical certificate

from a qualified medical practitioner stating the nature of the illness and the period the employee will unable to work.

8.2.3 Carers Leave

An employee may accrued Personal/Carers days as cares leave to tend to the care of members of the employee's immediate household. The leave will be subject to the employee providing reasonable proof of the need for the use of cares leave. In the circumstance where the employee has exhausted all of the paid leave, a further 2 days unpaid leave may be taken per occasion.

8.3 Parental Leave

Employee will be entitled to unpaid Parental leave in accordance with the National employment Act.

8.4 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 2 paid days per occasion.

The following are members of an employee's immediate family

- a. A spouse or de-facto partner, child, parent, grandparent, grandchild or sibling of the employee: or
- b. A child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.

8.5 Family and Domestic Violence Leave

Employee will be entitled to unpaid Family and Domestic Violence leave in accordance with the National Employment Act.

8.6 Community Service Leave

Employee will be entitled to unpaid Community Service leave in accordance with the National Employment Act.

8.7 Long Service Leave

The employer shall pay Long Service Leave in accordance with the prescriptions of the Long Service leave Act 2018 as amended from time to time. Ordinary time earnings will mean the weekly amount prescribed in Clause 6.1 into a nominated Long Service Leave Fund. The default fund shall be CoINVEST Long Service Leave fund.

8.8 Public Holidays

All full-time employees shall be entitled to the following public holidays without loss of pay:

- New year's day
- Australia day
- Labour day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac day
- Queens birthday
- AFL Grand final day
- Melbourne Cup day
- Christmas day
- Boxing days
- A public holiday prescribed by legislation for the district and /or state that the employee is working in

Any employee required to work on a public holiday nominated herein shall be paid at a rate of double time and a half for all the time worked where "double time and a half" means one and a half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

It will be available for the employer and a majority of the affected employees to substitute the nominated public holiday for another day and the prescriptions of this clause will apply to the substituted day.

9. Dispute Resolution Procedure

The parties to this Agreement shall observe the following Industrial Dispute Resolution procedure in respect of disputes relating to the operation of this agreement and the application of the national employment standard:

The employer or employee may appoint a representative at any of the steps of the dispute process.

1. Parties to the dispute will first meet and confer by holding discussions between the employee/s concerned and an immediate supervisor/s
2. If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate.
3. If the matter remains unresolved, the employer or employee may refer it to a more senior level of management for consideration.
4. In the event of the matter remaining unresolved, either party may refer the matter to the fair work commission for conciliation. On or after the commencement of the *building and construction industry (fair and lawful building sites) code*, any determination / resolution / outcome by the commission cannot be inconsistent with the code or inconsistent with legislative obligations.

5. Where conciliation of the matter is unsuccessful, either party may refer the matter to the fair work commission for arbitration. On or after the commencement of the *building and construction industry (fair and lawful building sites) code*, any determination / resolution / outcome by the commission cannot be inconsistent with the code or inconsistent with legislative obligations.

Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue and consideration of the needs of the business will remain a priority.

Schedule 1

Consultation Term

(1) This term applies if the employer:

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

Major change

(2) For a major change referred to in paragraph (1)(a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses (3) to (9) apply.

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

(4) If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

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

(9) In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (11) to (15) apply.

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

(12) If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

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

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

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

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

Schedule 2

Flexibility Term

(1) An Employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the Agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and employee.

(2) The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The Employer must ensure that the individual flexibility arrangement:

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

(4) The Employer must give the employee a copy of the individual flexibility arrangement

within 14 days after it is agreed to.

(5) The Employer or employee may terminate the individual flexibility arrangement:

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

SIGNATURE PROVISIONS

Signed for and on behalf of

A & G Pipelines Pty Ltd

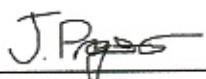
Signed: 

Name: Gavin McShane

Capacity to Sign: Director

Address: 5/26 Grandlee Drive Wendouree

Date: 11-3-2020

Witness: 

Name of Witness: Jim Pryor

Address: 5/26 Grandlee Drive Wendouree

Date: 11-03-2020

Signed for and on behalf of

The employees of A & G Pipelines Pty Ltd

Signed: 

Name: William A Bruck

Capacity to Sign: REPRESENTATIVE

Address: 20 FARTAIL CHT CANNUM DOWNS

Date: 11/3/2020

Witness: I. Maloney

Name of Witness: Izak Maloney

Address: 215 South Beach Road Bittern.

Date: 11.3.20

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/669

Applicant:

A&G Pipelines Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Jim Pryor, Project manager for A & G Pipelines Pty Ltd give the following undertakings with respect to the A & G Pipelines Pty Ltd Enterprise Agreement 2020("the Agreement"):

I have the authority given to me by A & G Pipelines Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

1. Classification Matching: the wage rate table in Clause 6.1of the agreement is replaced with the following table

Classification	Permanent \$ per hour
New Entrant	ECW1 (A) \$22.50
Construction Worker	ECW4 \$25.50
Skilled Construction Worker	ECW6 \$27.50
Tradesperson / Plant Operator (Major)	ECW9 \$29.00

2. Termination during probationary period: Agreement amended to one week's notice Clause 5.1
3. Definition of a shift worker: Agreement amended to night shift worker for extra week annual leave, nightshift work is defined in Clause 7.3
4. Hours of work: Agreement amended to 8 hours per day Clause 7.1
5. Apprentices and trainees: Agreement amended to \$3 more than the award Clause 6.4
6. Shift penalties: *clause 7.3 of the Agreement is replaced with the following wording*

Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the requirements of the project. The requirement to work shift work will only occur after consultation with the appropriate employee.

Morning Shift means a shift commencing at or after 4.30am and before 6.00am

Day shift means any shift starting on or after 6.00 am and before 10.00 am

Afternoon shift means any shift starting at or after 10.00 am and before 8.00 pm

Early afternoon shift means a shift commencing on or after 11.00am and before 1.00pm

Night shift means any shift starting at or after 8.00 pm and before 6.00 am

A loading of ordinary time hourly rate plus 50% for afternoon and night shift or ordinary time hourly rate plus 25% for morning and early afternoon shifts shall apply to ordinary hours Monday to Friday. The applicable weekend rates for ordinary time worked on a weekend prescribe in Clause 7.1 will apply to weekend work.

7. Public holidays: Agreement amended to a minimum of four hours pay Clause 8.8
8. Saturday Overtime: Agreement amended to, with all work after 12noon on Saturday at the double time rate Clause 7.1.4
9. Meal allowance: Agreement amended to \$16 for meal allowance Clause 7.1.7
10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

24-04-2020

Date