



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Interquip Construction Pty Ltd
(AG2024/1276)

MACA INTERQUIP ENTERPRISE AGREEMENT 2024

Building, metal and civil construction industries

DEPUTY PRESIDENT COLMAN

MELBOURNE, 8 MAY 2024

Application for approval of the MACA Interquip Enterprise Agreement 2024

[1] Interquip Construction Pty Ltd has made an application for approval of an enterprise agreement known as the *MACA Interquip Enterprise Agreement 2024* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The employer has provided written undertakings, a copy of which 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 they 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, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval has been met.

[4] The Agreement was approved on 8 May 2024.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<AE524455 PR774375>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.

AG2024/1276

Applicant

Interquip Construction Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

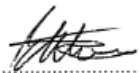
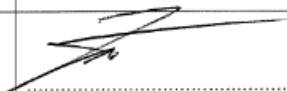
Undertaking - Section 190

I, Benjamin Garry Thomas, General Manager for Interquip Construction Pty Ltd, give the following undertakings with respect to the MACA Interquip Enterprise Agreement 2024 (**Agreement**):

1. I have the authority given to me by Interquip Construction Pty Ltd (**MACA Interquip**) to provide this undertaking in relation to the application before the Fair Work Commission.
2. This undertaking is made in accordance with section 190 of the *Fair Work Act 2009* (**FW Act**) and MACA Interquip understands this undertaking will be taken to be a term of the Agreement applying while the Agreement is in operation pursuant to section 191 of the FW Act.
3. With respect to clause 5.5(g) of the Agreement, MACA Interquip undertakes to apply clause 5.5(g) as follows:
 - 5.5(g) *In the event that the Company seeks to engage a casual Employee, the Company will undertake a reconciliation for the proposed shifts to be worked by the casual Employee to ensure they are better off than they otherwise would be under the terms of the Award. Where the reconciliation identifies that the casual Employee would receive the same or less pay under this Agreement than they would have received under the Award, the Company will pay that casual Employee an amount which comprises the relevant amount payable under the Award plus an additional 1.5%. The reconciliation the subject of this clause 5.5(g) will be performed for the proposed roster cycle prior to the engagement of a casual Employee. On each occasion that the roster cycle is changed, the Company will undertake a reconciliation exercise to ensure the remuneration for the changed roster cycle is better off overall than under the Award.*
4. With respect to clause 7.3(b)(ii) of the Agreement, MACA Interquip undertakes to apply clause 7.3(b)(ii) as follows:
 - 7.3(b)(ii) *For the purposes of this Agreement and the NES:*
 - (i) *a shiftworker means an Employee engaged to work night shifts;*
 - (ii) *a continuous shiftworker means an Employee who:*
 - (A) *is 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 Company); and*

(B) is regularly rostered to work those shifts.

EXECUTION

Date signed:	6 May 2024
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Benjamin Garry Thomas General Manager
Signature:	
Witness name:	Trevor McAlister
Witness signature:	



MACA INTERQUIP ENTERPRISE AGREEMENT 2024

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

1. TITLE.....	4
2. COVERAGE OF AGREEMENT	4
3. DEFINITIONS.....	4
4. COMMENCEMENT AND OPERATION OF AGREEMENT	4
5. GENERAL EMPLOYMENT TERMS	5
5.1 Categories of Employment	5
5.2 Full-time employment	5
5.3 Part-time employment	5
5.4 Probation	5
5.5 Casual Employees	5
5.6 Project Work	6
5.7 Employee Duties	6
5.8 Policies	7
5.9 Location	7
5.10 Medical Assessments and Fitness for Work	7
5.11 Approved Training	8
6. CLASSIFICATIONS AND REMUNERATION.....	8
6.1 Ordinary Time Rates of Pay	8
6.2 Shift loadings	8
6.3 Overtime	9
6.4 Consecutive hours off duty	9
6.5 Recall to work overtime	9
6.6 Allowances	9
6.7 Minimum shift length and changes to shifts	10
6.8 Payment	10
6.9 Step Up Payments	10
6.10 Deductions.....	10
6.11 Superannuation	10
6.12 Distant Work	11
7. HOURS OF DUTY	11
7.1 Hours of Work	11
7.2 Rosters	12
7.3 Shiftwork.....	12
7.4 Breaks	13
8. FLY-IN/FLY-OUT OR DRIVE-IN/DRIVE-OUT ARRANGEMENTS	13
9. STAND DOWN	14
10. LEAVE.....	14
10.1 Annual leave	14
10.2 Taking annual leave	14
10.3 Direction to Take Annual Leave.....	14
10.4 Cashing out annual Leave.....	15
10.5 Long Service Leave.....	15
10.6 Personal/Carer's Leave	15
10.7 Compassionate Leave	16
10.8 Parental Leave.....	16
10.9 Jury Service Leave	16
10.10 Community Service Leave	16
10.11 Domestic and Family Violence Leave.....	16
10.12 Public Holidays	16
10.13 Notification of Absences	16
11. TERMINATION OF EMPLOYMENT	16
11.1 Automatic termination of employment	16
11.2 Notice	17
11.3 Unauthorised Absence	17
11.4 Return of property.....	17
11.5 Repayment of amounts owed.....	18
12. REDUNDANCY	18
13. INDIVIDUAL FLEXIBILITY	19
13.1 Requests for Flexible Working Arrangements	19
13.2 Individual Flexibility Agreement	19
13.3 Compliance.....	19
13.4 Form and content requirements	19
13.5 Copy to Employee	19
13.6 Termination of Individual Flexibility Agreement	20

14.	CONSULTATION AND CHANGE	20
14.1	Definitions.....	20
14.2	Company to Consult.....	20
14.3	Representative	20
14.4	Consultation about major workplace change	20
14.5	Consultation about changes to regular roster or ordinary hours of work	21
15.	DISPUTE RESOLUTION	21
15.1	Application	21
15.2	Appointment of a Representative	21
15.3	Procedure	21
15.4	Ongoing Obligations.....	21
SCHEDULE 1 - CLASSIFICATIONS AND WAGE RATES		22
SCHEDULE 2 - ALLOWANCES.....		23
SIGNING PAGE.....		24

1. TITLE

This Agreement is the *MACA Interquip Enterprise Agreement 2024* (**Agreement**).

2. COVERAGE OF AGREEMENT

This Agreement covers:

- (a) Interquip Construction Pty Ltd t/a MACA Interquip (ABN 92 118 832 465) (**Company**); and
- (b) employees employed by the Company to perform work in any of the maintenance and civil construction classifications set out in Schedule 1 of this Agreement (**Employees**).

3. DEFINITIONS

- (a) **Agreement** or **this Agreement** means the *MACA Interquip Enterprise Agreement 2024*.
- (b) **Award** means the *Building and Construction General On-Site Award 2020*.
- (c) **Casual Ordinary Time** has the meaning given in clause 5.5(c).
- (d) **Commencement Date** has the meaning given in clause 4(a).
- (e) **CPI Movement** means the change in the Consumer Price Index (All Groups for the City of Perth) published by the Australian Bureau of Statistics, for the 12 month period ending 31 March of the year in question, compared to the Consumer Price Index (All Groups for the City of Perth) ending 31 March in the previous year.
- (f) **FW Act** means the *Fair Work Act 2009* (Cth) (as amended from time to time).
- (g) **Inclement Weather** means the existence of abnormal climatic conditions (i.e. rain, hail, snow, high winds, cyclones, cold, extreme high temperature, or any combination of these conditions) by virtue of which it is not reasonable or safe to continue working while these conditions prevail.
- (h) **NES** means National Employment Standards.
- (i) **Ordinary Hours of Work** has the meaning given in clause 7.1(a).
- (j) **Ordinary Time** has the meaning given in in clause 6.1(a).
- (k) **Overtime Rates** means the Overtime Flat Hourly Rate set out in Schedule 1.

4. COMMENCEMENT AND OPERATION OF AGREEMENT

- (a) This Agreement will come into effect on the seventh day after the Agreement is approved by the Fair Work Commission (**Commencement Date**) and its nominal expiry date will be 4 years after the date the Agreement was approved by the Fair Work Commission.
- (b) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (c) Subject to clause 12 – Redundancy, this Agreement operates to the exclusion of the Award.
- (d) It is agreed that after the nominal expiry date of this Agreement, the terms and conditions of this Agreement will continue to apply unless it is terminated or replaced in accordance with the FW Act.

5. GENERAL EMPLOYMENT TERMS

5.1 Categories of Employment

- (a) An Employee may be engaged on a full-time, part-time, fixed term, maximum term, fixed task or casual basis.

5.2 Full-time employment

- (a) A full-time Employee means an Employee who works an average of 38 Ordinary Hours per week.

5.3 Part-time employment

- (a) A part-time Employee is an Employee who works less than an average of 38 Ordinary Hours per week and has reasonably predictable hours of work. A part-time Employee receives entitlements on a pro rata basis (proportionate to the number of Ordinary Hours worked per week), compared with an equivalent full-time Employee who does the same kind of work under this Agreement.
- (b) The Company will inform a part-time Employee of the Ordinary Hours of Work and the part time Employee's starting and finishing times.
- (c) Before commencing a period of part-time employment, the Employee and the Company will agree in writing:
 - (i) that the Employee may work part-time;
 - (ii) upon the Ordinary Hours to be worked by the Employee, the days upon which the Ordinary Hours will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (d) The terms of the agreement referred to in clause 5.3(c) may be varied, in writing, by consent.

5.4 Probation

- (a) An Employee (other than a casual employee) will be subject to a probationary period of three months.
- (b) During the probationary period, either the Company or the Employee may terminate an Employee's contract of employment by giving one week's written notice (or payment in lieu of part or all thereof).
- (c) Notwithstanding the above, the Company has the right to dismiss an Employee at any time because of serious misconduct, in which case the Employee will be paid all wages due up to the time of dismissal only. The Company is not required to provide notice or payment in lieu of notice in such circumstances.
- (d) The Company may elect to extend this probationary period in writing by a further three months if it requires further assessment of an Employee's work performance, commitment and attitude to work.

5.5 Casual Employees

- (a) A casual Employee is an employee engaged to work on an hourly basis from time-to-time that work is available and offered. There is no firm advanced commitment to continuing and indefinite work according to an agreed pattern of work for a casual Employee.
- (b) The Company, when engaging a person for casual employment, must inform the Employee, in writing, that the Employee is to be employed as a casual, stating by whom the Employee is employed, the job to be performed, the classification level, and the relevant rate of pay.

- (c) In addition to the pay rates specified in Schedule 1, casual Employees will be entitled to a casual loading of 25% of the relevant Ordinary Time rate of pay in Schedule 1 for each hour worked (**Casual Ordinary Time**).
- (d) The 25% casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, compassionate leave, notice of termination and redundancy benefits, and public holidays not worked. The employment of a casual Employee may be terminated with one hour's notice.
- (e) Notwithstanding any clause in this Agreement, casual Employees are not entitled to the any overtime penalties provided under this Agreement.
- (f) Where casual Employees are entitled to the receive a Night Shift loading under clause 7.3(d), the applicable Night Shift loading will be calculated by reference to the Casual Ordinary Time rate of pay.
- (g) In the event that the Company seeks to engage a casual Employee, the Company will undertake a reconciliation for the proposed shifts to be worked by the casual Employee to ensure they are no worse off than they otherwise would be under the terms of the Award. Where the reconciliation identifies that the casual Employee would receive less pay under this Agreement than they would have received under the Award, the Company will top up the shortfall plus an additional 1.5% of the value of the shortfall.
- (h) Conversion from casual employment to full time or part-time employment will be in accordance with Division 4A of the NES.

5.6 Project Work

Employees acknowledge that:

- (a) short term, intermittent employment is a normal feature of the Company's business;
- (b) they will commonly be engaged to work on a particular project only; and
- (c) they have no expectation of continuing employment beyond the project upon which they have been engaged to work.

5.7 Employee Duties

- (a) Employees are required to undertake all duties, within their level of competence, necessary to effectively carry out their role in addition to any other-directed duties which the Employee can perform safely and in accordance with law.
- (b) The opportunity to progress within the Company will be based on the operational requirements and the skills required for a particular role. There shall be no demarcation of work between Employees if those duties are within the Employee's skills, competence, and training.
- (c) Where the Employee is required to work on a worksite, a mine site or mine lease managed by the Company's client, the Employee agrees to comply with all prevailing worksite, mine site or mine lease rules, regulations, policies, and procedures (which may vary, at the client's sole discretion, from time to time).
- (d) The Employee agrees to:
 - (i) disclose any medical or health restrictions that may affect them in their performance of their duties;
 - (ii) having the legal right to work in Australia;
 - (iii) inform the Company if their legal right to work in Australia or any other precondition to their continued employment is revoked, cancelled, or expires, such that you cease to be able to perform in the Position. In this instance the Company reserves the right to treat the Employee's employment as terminated by frustration with or without notice;
 - (iv) notify the Company immediately if the conditions or status of their legal right to work in Australia is affected in any way;
 - (v) hold the qualifications and licences necessary to perform the Position, including but not limited to any vehicle licences, trade or industry specific licences, registrations, and or certifications;

- (vi) notify the Company of any criminal offence (not traffic offences dealt with by fine) that the Employee has been convicted of prior to the Date of this Agreement, or that they have been charged with during employment involving theft, dishonesty, or offences of violence or impropriety against the person.
 - (vii) provide the Company upon commencement of employment, and from time to time upon request, a National Police Clearance valid within the preceding six months;
 - (viii) undertake any additional professional development, training, or education and or obtaining such certification or licences as may be directed by the Company;
 - (ix) disclose and provide particulars concerning the nature and date of all harassment and/or bullying orders made by the Fair Work Commission pursuant to Part 3-5A or Part 6-4B of the FW Act of which the Employee is the subject of the order(s) made; and
 - (x) appropriately satisfy the Company that the Employee's involvement in any harassment and/or bullying orders do not provide an indicator that their participation in the Company's workplaces would create an unacceptable health and safety risk. This provision does not create any obligation to disclose particulars concerning any orders to which the Employee is not the subject of the order(s).
- (e) It is the Employee's responsibility to ensure compliance with the requirements above and must provide the Company with proof of compliance upon request. Failure to do this may lead to suspension from duty and/or disciplinary action.

5.8 Policies

- (a) Each Employee must abide by the Company's workplace policies and procedures as amended from time to time.
- (b) Each Employee must abide by the workplace policies and procedures of the Company's clients that apply as amended from time to time at workplaces in which the Employee is directed to work.
- (c) The workplace policies and procedures of the Company and the Company's clients do not form part of this Agreement.

5.9 Location

- (a) Upon engagement, the Company will notify each Employee of their initial point of hire.
- (b) The Company may require an Employee to work at any location as determined by its operational requirements.

5.10 Medical Assessments and Fitness for Work

- (a) The Company promotes the fitness for duty philosophy that will assist in improving the health and safety of Employees, contractors and visitors and is fundamental to the business success. In particular, the promotion of fitness for duty may incorporate various initiatives and processes, including drug and alcohol testing developed in accordance with Company standards and in compliance with Company/Client procedures.
- (b) The Employee undertakes medical tests as directed by the Company and authorises the relevant medical practitioner to release to the Company the results of any such medical test to the Company, without the requirement for further consent (written or oral).
- (c) If any results of tests are outside the assessment criteria, specified in the fitness for work policy, Employees may be subject to the Company's disciplinary process.
- (d) If the Company has reasonable concerns about your fitness for work or our duty of care, the Company may direct you to attend a medical examination with a medical practitioner of the Company's choosing at the Company's expense. The Employee will agree to:
 - (i) cooperate with the Company and the medical practitioner(s) appointed to examine and or assess their fitness for work; and
 - (ii) allow the medical practitioner to release to the Company the findings of any drug and or alcohol test, and / or report as to fitness to perform the duties of the Employee's position.

- (e) All offers of employment are conditional on the initial medical examination indicating that Employees are and will remain able to carry out the duties of the position.

5.11 Approved Training

- (a) Employees are required to undertake training appropriate to their role at the request of the Company.
- (b) Training will be scheduled at a mutually acceptable time, taking into account work requirements, the Employee's personal commitments, and the availability of training providers.
- (c) The Company will consider applications from Employees for paid training if the training is clearly relevant to the Employee's work, will increase Employee's skills and will add value to the organisation.
- (d) Payment for completing inductions or attending approved training will be at the Ordinary Time rate of pay.

6. CLASSIFICATIONS AND REMUNERATION

6.1 Ordinary Time Rates of Pay

- (a) The Ordinary Time rates of pay are set out in Schedule 1 of this Agreement. Each Employee will be paid at least the Ordinary Time rate of pay applicable to their classification for all Ordinary Hours worked.
- (b) A review of the Ordinary Time rates of pay set out in Schedule 1 will be conducted annually on the first, second and third anniversary of the Commencement Date of this Agreement. The review will increase the Ordinary Time rates of pay by the CPI Movement for the relevant year.
- (c) Where there is no increase in the CPI Movement, the Ordinary Time rates of pay will remain the same.

6.2 Shift loadings

- (a) All Ordinary Hours worked on a Saturday, Sunday or public holiday will be paid in accordance with Schedule 1 and the following table:

Time when work is performed	Applicable rate of pay
Saturday or Sunday	Overtime Rates
Public holiday	Overtime Rates

- (b) Notwithstanding any other clause in this Agreement, the shift loadings in the table above are not cumulative and an Employee is not eligible to receive the shift loadings in conjunction with any other loading or penalty rate. Where two loadings, penalty rates or Overtime Rates apply, the Employee will only be eligible for the higher of those applicable rates.

6.3 Overtime

- (a) The following penalty rates will apply to work performed by an Employee outside of the Ordinary Hours of Work:

Time when work is performed	Applicable rate of pay
Work performed outside the Ordinary Hours of Work on any day Monday to Sunday inclusive	Overtime Rates
Work performed in excess of 7.6 hours per day	Overtime Rates
Saturday or Sunday	Overtime Rates
Public holiday	Overtime Rates

- (b) Payment for any overtime will only be made where it has been authorised by the Employee's manager in writing, prior to the overtime being worked.
- (c) Notwithstanding any other clause in this Agreement, overtime rates are not cumulative and an Employee is not eligible to receive overtime in conjunction with any other loading or penalty rate. Where two loadings, penalty rates or Overtime Rates apply, the Employee will only be eligible for the higher of those applicable rates.

6.4 Consecutive hours off duty

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that the Employee has at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an Employee works so much overtime between the termination of their work on one day and the commencement of the Employee's ordinary work on the next day so that they have not had at least 10 consecutive hours off duty between those times, they will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for Ordinary Hours of Work occurring during such absence.
- (c) If, on the instructions of the Company, an Employee returns to work without having had 10 consecutive hours off duty, the Employee will be paid at Overtime Rates until the Employee has been released from duty for such period and the Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for Ordinary Hours of Work occurring during such absence.
- (d) By agreement between the Company and the individual Employee, the 10 hour break may be reduced to a period no less than 8 hours.

6.5 Recall to work overtime

- (a) If an Employee is recalled to work after leaving the job they will be paid at least 3 hours at the Overtime Rates set out Schedule 1. This clause does not apply where:
- (i) it is customary for an Employee to return to the work site to perform a specific job outside Ordinary Hours of Work; or
 - (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of the Ordinary Hours of Work.

6.6 Allowances

- (a) An Employee may be entitled to specific allowances in the particular circumstances listed in Schedule 2.
- (b) Payment of allowances is subject to the conditions of receipt of the allowances in Schedule 2 being met.

6.7 Minimum shift length and changes to shifts

- (a) Employees will be paid for a minimum of four hours per shift they work, irrespective of the length of that shift.
- (b) Where the Company cancels an Employee's shift within one hour of the proposed start time (or one and a half hours if the Employee was directed to commence work directly on site), the Employee will be paid for four hours work.
- (c) The payments in clause 6.7(b) are conditional on the Employee remaining fit for work for at least four hours from the scheduled start time of the Employee's cancelled shift.

6.8 Payment

- (a) Remuneration will be paid fortnightly in arrears, by electronic funds transfer into an Australian bank account nominated by each Employee.
- (b) The Company will deduct PAYG tax from remuneration as required by law.

6.9 Step Up Payments

- (a) Subject to clause 6.9(b), where an Employee covered by this Agreement is required to work on a project site for which different wages and conditions apply, the Company may agree in writing, at its sole discretion, to pay an Employee wages and conditions different to this Agreement (**Step Up Payment**).
- (b) The Step Up Payment will be conditional upon:
 - (i) the Employee being paid not less than the entitlements provided for under this Agreement; and
 - (ii) the Company and any affected Employees genuinely negotiating and entering into common law employment agreement; and
 - (iii) the Company's contract in relation to the project works specifically covering the payment of any Step Up Payments; and
 - (iv) the Step Up Payments cease when the Employee's involvement in the project comes to an end.

6.10 Deductions

- (a) An Employee may authorise the Company to make a deduction from the Employee's pay by providing either the Company's payroll department with a written authorisation to make the deduction, provided that the written authorisation:
 - (i) specifies the amount of the deduction; and
 - (ii) may be withdrawn in writing by the Employee at any time.
- (b) Clause 6.10(a) does not apply to situations where the Company is entitled to reconcile amounts owed by an Employee to the Company against amounts owed by the Company to the Employee in accordance with clause 11.5.

6.11 Superannuation

- (a) The Company will contribute on each Employee's behalf the prescribed amount required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time, into a complying superannuation fund nominated by the Employee.
- (b) Should an Employee not specify where superannuation payments are to be made within 14 days of the commencement of their Employment, or the Company cannot pay contributions into the Employee's nominated fund, contributions will be paid into the Employee's stapled fund. If the Employee does not have a stapled fund, the Company will make contributions into a 'MySuper' compliant default fund nominated by the Company.
- (c) The Company agrees to contribute superannuation in respect of an average of 38 Ordinary Hours per week for a full-time Employee in accordance with clause 7.1.

6.12 Distant Work

- (a) Subject to clause 6.12(b), when an Employee is directed by the Company to perform work at such a distance from the Employee's usual place of residence that the Employee cannot reasonably return to that place each night, the Company will provide the Employee with:
 - (i) reasonable board, lodging and meals while rostered to be on site; and
 - (ii) transport to and from the site accommodation and main worksite.
- (b) An Employee will not receive the benefits provided in clause 6.12(a) where the Employee is not ready, willing and able to work for any reason, including the taking of industrial action.
- (c) It is a requirement that the Employee will observe and comply with all relevant site rules. Failure to comply with such rules and behaviour standards may result in disciplinary action, including the withdrawal of the Employee's accommodation and termination of the Employee's employment.
- (d) Any accommodation provided under clause 6.12 will be of a reasonable standard having regard to the location in which work is performed.
- (e) As an alternative to meals, fares and board and lodging being provided to the Employee, the Company may, at its complete discretion, provide the Employee with additional living away from home allowances as specified in Schedule 2.
- (f) An Employee living in a construction camp where free messing is not provided will receive a camping allowance of \$241.63 for every complete week the Employee is available for work. In the case of broken weeks, the camping allowance will be \$34.48 per day including any Saturday or Sunday if the Employee is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an Employee is absent from work without the Company's approval on any day, the allowance will not be payable for that day and, if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance will not be payable for the Saturday and Sunday.
- (g) If an Employee misses booked commute transport, such as a flight, the Company:
 - (i) reserves the right to reconcile the full cost of the airfare from any amount owed by the Company to the Employee;
 - (ii) will institute appropriate disciplinary action, which may include termination of employment, if this is an ongoing issue; and
 - (iii) the Employee will not be paid for any missed shifts in such circumstances and may be subject to disciplinary action.
- (h) The Company may at any time, through its officers, employees or delegates, inspect and search an Employee's:
 - (i) personal property on the Company's premises or other work site location;
 - (ii) work area; or
 - (iii) on-site accommodation rooms.

The Employee or their nominated representative is entitled to be present at any inspection or search of the Employee's personal property.

7. HOURS OF DUTY

7.1 Hours of Work

- (a) The Ordinary Hours of work for a full time Employee will be an average of 38 per week over a defined roster cycle (not exceeding six weeks) and may be worked on any and all days of the week Monday to Sunday inclusive, worked between the hours of 6:00am and 6:00pm (**Ordinary Hours of Work**).
- (b) The Ordinary Hours of Work for a part-time Employee will be those agreed between the Employee and the Company, but will be less than 38 hours per week, averaged over a period not longer than six weeks or a defined roster cycle of no longer than six weeks.

- (c) A casual Employee does not have fixed ordinary hours of work and will work hours as agreed with the Company. Each casual Employee agrees and acknowledges that their defined hours of work are subject to differentiation for each assignment based on operational requirements. A casual Employee may work up to 38 ordinary hours per week.
- (d) An Employee may be required to work additional hours outside of their normal roster or Ordinary Hours of Work to meet the Company's operational requirements.

7.2 Rosters

- (a) An Employee's actual hours of work will be as set out in the roster(s) determined by the Company from time to time.
- (b) Rosters will consist of Ordinary Hours of Work, reasonable additional hours (overtime) and if applicable, periods of unpaid rest and recreation, including the days on which these hours fall.
- (c) The usual roster cycle consists of two weeks of rostered shifts followed by one week of rest and recreation leave, or as specified by the Company from time to time. The usual roster cycle includes a requirement to be rostered to work on Saturdays, Sundays and public holidays.
- (d) Subject to clause 14.5, the Company may alter roster(s) from time-to-time to meet the operational requirements of the Company.
- (e) The Company may change the roster cycle under clause 7.2(d), by providing one week's notice to affected Employees in accordance with the provisions outlined in clause 14.5. Prior to the Company making a change to a roster cycle, the Company will undertake a reconciliation exercise to ensure that the remuneration for the changed roster cycle is better off overall than under the Award.
- (f) Changes to shift start and finish times will be advised by an Employee's supervisor. Due to the complexity of the industry and the continual variation to work requirements of the Company's clients, start and finish times may be varied to meet operational requirements.

7.3 Shiftwork

- (a) As a condition of employment, Employees accept that it may be necessary to perform shift work when required to do so by the Company. The provisions of this clause only apply to time spent performing shift work at the express direction of the Company.
- (b) For the purposes of this Agreement and the NES:
 - (i) a shiftworker means an Employee engaged to work night shifts;
 - (ii) a continuous shiftworker means an Employee who:
 - (A) is employed in a part of the Company's operations in which shifts are continuously rostered 24 hours a day for seven days a week without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer); and
 - (B) is regularly rostered to work those shifts.
 - (iii) **Day Shift** means any rostered shift beginning at or after 6.00am and before 6.00pm;
 - (iv) **Night Shift** means any rostered shift beginning at or after 6.00pm and finishing at or before 6.00am; and
 - (v) an Employee will not be considered a continuous shiftworker or shiftworker unless they are engaged as such for at least five successive shifts.
- (c) The Ordinary Hours of Work for a shiftworker or continuous shiftworker may be rostered at any time, Monday to Sunday.
- (d) Night Shift Loading:
 - (i) All Ordinary Hours of Work performed on a Night Shift, Monday to Friday, will be paid a total of 115% of the Ordinary Time rate of pay;
 - (ii) Employees will be paid a flat 30% loading on the applicable Ordinary Time rate of pay when they:

- (A) remain on night shift for a longer period than four consecutive weeks; or
- (B) during a period of engagement on shift, work night shift only; or
- (C) work on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night shift in each cycle.
- (iii) Where an employee is not classed as a continuous shift worker and they are required to change from Day Shift to Night Shift, they will be entitled to hours worked only.
- (iv) Where an employee is not classed as a continuous shift worker and they are required to change from Night Shift to Day Shift, they **will** be entitled to payment of a minimum of 7.6 hours, where they are disadvantaged for the hours not worked due to the change of shifts.

7.4 Breaks

- (a) Each employee is entitled to take a 30-minute paid meal break for each full shift which will count as time worked.
- (b) The meal break will be scheduled to be taken after the expiry of 5 hours of the commencement of an Employee's Ordinary Hours of Work. This period may be extended with the agreement of Employees in order to better suit the Company's operational requirements.
- (c) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.
- (d) Where an Employee is required for duty during the scheduled meal break and the meal break is thereby postponed for more than 30 minutes, the Employee will be paid at Overtime Rates until the meal break is taken.
- (e) Each Employee is allowed a 10-minute paid rest break off per shift, which will count as time worked.
- (f) Where an Employee, other than a continuous shift worker, is required to work two or more hours after their usual finishing time of the day or shift, the Employee will be entitled to a 20-minute paid meal break, which will count as time worked and, after each 4 hours of continuous work, a paid rest break of 30 minutes' duration.
- (g) Where an Employee who is engaged as a continuous shiftworker is required to work two or more hours of after their usual finishing time of the day or shift, the Employee will be entitled to a 30-minute paid meal break, which will count as time worked and, after each 4 hours of continuous work, a paid rest break of 30 minutes' duration.
- (h) The timing of such breaks will be determined by the Company in accordance with operational requirements.
- (i) An Employee is not permitted to work through any agreed or scheduled breaks without the prior express authorisation from their manager. Without any prior express authorisation, the Employee will be deemed to have taken all their breaks each shift.
- (j) The provisions of clause 7.4(a)-(i) will not be applicable to an Employee where the Employee works for more than 2 hours in a place where the temperature has been raised by artificial means to 46 °C. In such cases, the Employee will be entitled to 20 minutes rest after every 2 hours of work without loss of pay.

8. FLY-IN/FLY-OUT OR DRIVE-IN/DRIVE-OUT ARRANGEMENTS

- (a) An Employee may be employed by the Company to work a fly-in/fly-out or drive-in/drive-out (**FIFO/DIDO**) work pattern, or other commute work pattern comprising periods of rostered shifts and periods of no rostered shifts.
- (b) FIFO/DIDO arrangements will be in accordance with the Company's policies, as amended from time to time.
- (c) In order to meet operational requirements, the Company reserves the right to, from time to time, introduce new FIFO/DIDO work patterns and/or change existing FIFO/DIDO work patterns.

- (d) An Employee working on FIFO/DIDO arrangements will travel to and from their work destination at the beginning and end of the rostered-on periods of their defined work pattern in their own time unless specified in writing on a project specific basis.
- (e) Where travel time is payable, this will be at the employees' Ordinary Time rate of pay.
- (f) For the avoidance of doubt, the provisions contained in clause 6.12 apply to FIFO/DIDO work.

9. STAND DOWN

The Company may stand an Employee down, without pay, during a period in which the Employee cannot be usefully employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by the Company);
- (b) a breakdown in machinery, if the Company cannot reasonably be held responsible for the breakdown; or
- (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible (including that caused by inclement weather).
- (d) If the Employee attends for work on site prior to being notified that he/she will be stood down, the Employee will be paid for 7.6 hours for the day that the Employee is stood down.
- (e) The payment in clause 9(d) are conditional on the Employee remaining fit for work for at least four hours, (or as directed) from the scheduled start time of the Employees scheduled shift.

10. LEAVE

10.1 Annual leave

- (a) An Employee is entitled to annual leave in accordance with the FW Act.
- (b) Notwithstanding clause 7.1, accrual and payment for annual leave will be calculated on an average of 38 Ordinary Hours per week for a full-time employee.
- (c) In accordance with the FW Act, an Employee (other than a casual Employee) is entitled to:
 - (i) 4 weeks' paid annual leave; or
 - (ii) 5 weeks' paid annual leave if they are a continuous shiftworker.
- (d) On termination of employment, an Employee will be paid out any accrued but untaken annual leave at their Ordinary Time rate of pay.

10.2 Taking annual leave

- (a) An Employee seeking to take annual leave must make their request at least four weeks in advance to allow the Company to manage its operational requirements.
- (b) Annual leave will only be granted if the Employee's direct Manager (or nominated delegate) has approved it.
- (c) The Employee will be paid for their approved period of annual leave during the normal payroll cycle.

10.3 Direction to Take Annual Leave

- (a) Where an Employee has an excess accrual of leave (more than 8 weeks' paid annual leave accrued or 10 weeks for a continuous shiftworker), the Company may direct the Employee to take excess leave subject to the following:
 - (i) the Company must first genuinely try to reach an agreement with the Employee to take excess annual leave.
 - (ii) where no agreement can be reached (including because the Employee refuses to confer), the Company may direct the Employee in writing to take one or more periods of paid annual leave, subject to the following circumstances:
 - (A) the Employee's accrued entitlement to paid annual leave after the requirement to take excessive leave must be 6 weeks or more;

- (B) the direction must not require the Employee to take any period of paid annual leave less than one week;
 - (C) the direction must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (D) the direction must not be inconsistent with any leave arrangement agreed by the Company and the Employee.
- (b) The Company may direct an Employee to take annual leave where the Company shuts down all or part of the business for any reason. If an Employee does not have sufficient accrued leave, they may be required to take leave without pay.
- (c) Where an Employee works on a roster system comprising working and non-working days, the Company may direct that Employee to take periods of annual leave:
 - (i) in a multiple of the working days and non-working days under the roster system; or
 - (ii) in accordance with the roster system.
- (d) Unless varied by way of agreement between an Employee and the Company, an Employee directed to take annual leave under this clause will be provided a minimum of 8 weeks' notice of this requirement.

10.4 Cashing out annual leave

- (a) An Employee may cash out an amount of accrued annual leave provided that:
 - (i) cashing out does not result in an Employee retaining fewer than 4 weeks' annual leave as an accrued entitlement;
 - (ii) the request is made in writing; and
 - (iii) the Company agrees to the cashing out.
- (b) A cashing out agreement under this clause 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.
- (c) Cashing out of annual leave is at the sole discretion of the Company.

10.5 Long Service Leave

An Employee is entitled to long service leave in accordance with the applicable State or Territory legislation in which they are engaged.

10.6 Personal/Carer's Leave

- (a) Personal/carer's leave accrues and is credited progressively during each year of service according to the Employee's Ordinary Hours of Work. Personal/carer's leave accumulates from year to year.
- (b) Full-time Employees are entitled to 10 days of paid personal/carer's leave for each year of service, which may be taken as sick leave or carer's leave, in accordance with the FW Act.
- (c) Part-time Employees accrue personal/carer's leave on a pro-rata basis.
- (d) To be entitled to take paid personal/carer's leave, an Employee must, as soon as practicable:
 - (i) notify their immediate manager (or nominated delegate) by telephone of the requirement to take the leave and the expected duration of the leave; and
 - (ii) for any absence exceeding one day, provide to the Company evidence that would satisfy a reasonable person, including a medical certificate, that the Employee was either:
 - (A) unfit for work due to a personal illness or injury affecting that Employee; or
 - (B) providing care or support to a member of the Employee's immediate family or household who requires care or support because of a personal illness or injury or an unexpected emergency.

- (e) For the purposes of this clause, immediate family of an Employee means:
 - (i) a spouse, de factor partner, child, parent, grandparent, grandchild or sibling or the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (f) Other than unpaid carer's leave, the provisions of this clause do not apply to casual Employees.

10.7 Compassionate Leave

An Employee is entitled to compassionate leave in accordance with the FW Act.

10.8 Parental Leave

An Employee is entitled to parental leave in accordance with the FW Act.

10.9 Jury Service Leave

- (a) An Employee is entitled to leave for jury service in accordance with the FW Act.
- (b) If an Employee is selected to attend for jury service, the Employee must notify their Manager (or nominated delegate) immediately.

10.10 Community Service Leave

An Employee is entitled to community service leave in accordance with the FW Act.

10.11 Domestic and Family Violence Leave

An Employee will be entitled to family and domestic violence leave in accordance with the NES.

10.12 Public Holidays

- (a) Public holidays are provided in the FW Act. The rights and obligations on the Company and Employees under the FW Act include the right of an Employee to reasonably refuse a request to work on a public holiday.
- (b) The Company and an Employee may agree that a day or part-day otherwise prescribed as a public holiday be substituted for an alternative day or part-day.
- (c) An Employee (other than a casual Employee) who, because it is public holiday, is not required to work on a day which they would otherwise normally be required to work, will be paid for the Ordinary Hours of Work normally worked on that day.
- (d) Except where an Employee is required to work on public holidays that fall on a working day of a roster system, an Employee may generally be required to work on a public holiday to meet the operational requirements of the worksite they are working on.

10.13 Notification of Absences

- (a) Prior to any unapproved absence from work, an Employee is required to notify their direct manager by telephone (excluding SMS or text message) as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. Generally, this should occur before the commencement of the Employee's shift.
- (b) Any Employee absence that does not comply with clause 10.13(a) will be deemed to be an unauthorised absence and the Employee may face disciplinary action, up to and including termination of employment.

11. TERMINATION OF EMPLOYMENT

11.1 Automatic termination of employment

- (a) Unless terminated earlier in accordance with this clause 11, the employment of an Employee engaged on specified task or maximum term contract will end automatically on the completion of the specified task or term.

- (b) An Employee in these circumstances acknowledge they:
 - (i) are not entitled to any further notice that their employment will end in accordance with this sub-clause; and
 - (ii) have no expectation of ongoing work or employment with the Company after the completion of the specified task or term.

11.2 Notice

- (a) The contract of employment may be terminated at any time by the provision of written notice (or payment in lieu thereof) as set out in this clause. In order to terminate the employment of an Employee, other than a casual Employee, the Company shall give the Employee notice in accordance with the following table.

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The Company will provide Employees over 45 years of age with not less than 2 years continuous service at the time of giving notice with an additional 1 week's notice.
- (c) The notice of termination required to be given by an Employee, unless employed as a casual, or unless otherwise agreed, is the same as that of the Company, excluding the additional notice based on the age of the Employee.
- (d) Casual Employees and the Company will be required to give the other party 1 hour's notice of termination or payment (or forfeiture of 1 hours' pay, as the case may be).
- (e) The employment of a maximum term or specified task Employee will automatically terminate upon completion of the term or task. No notice is required to be given where the employment ends automatically.
- (f) If an Employee terminates their employment without giving the required notice, the Company is entitled, to the maximum extent permitted by law, to withhold from any monies owing to the Employee an amount equal to the equivalent remuneration for the period of notice not provided.
- (g) Notwithstanding the above, the Company has the right to dismiss an Employee at any time because of serious misconduct, in which case the Employee shall be paid all wages due up to the time of dismissal only. The Company shall not be required to provide notice or payment in lieu of notice in such circumstances.

11.3 Unauthorised Absence

- (a) Where an Employee is absent from work without approval, or where the Employee has not notified their direct supervisor by telephone without reasonable excuse, the Employee's absence will be deemed unauthorised.
- (b) If an Employee is absent from work for 72 hours (3 days) without authority or notification and no reasonable excuse has been given for the absence, the Employee will be deemed to have abandoned their employment from the last day of work.
- (c) In circumstances where the Company terminates an Employee's employment for reasons of abandonment, the Company may do so in accordance with clause 11.2(f) of this Agreement.

11.4 Return of property

Upon termination of an Employee's employment, or as soon as practicable after termination, the Employee must return all property belonging to the Company.

11.5 Repayment of amounts owed

- (a) Each Employee agrees:
 - (i) to repay any outstanding advances or other payments due to the Company within 14 days of the date of termination; and
 - (ii) that the sums payable to that Employee on termination may be reconciled to take into account any sums that Employee owes to the Company.
- (b) Each Employee agrees that amounts to be reconciled include:
 - (i) where uniforms, tools, or other goods which are the property of the Company are not returned upon request, the depreciated value of the goods; and
 - (ii) the balance of any loans or advancement of monies, including but not limited to advancement of paid annual leave, relocation costs, study or training expenses.

12. REDUNDANCY

- (a) Redundancy occurs if an Employee's employment is terminated:
 - (i) at the Company's initiative because the Company no longer requires the work done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency of the Company.
- (b) Where the Company employs 15 or more Employees, an Employee whose employment is terminated on grounds of redundancy will be entitled to an amount of redundancy pay in respect of the applicable continuous period of service, in accordance with the industry specific redundancy scheme at clause 41 of the Award, as reflected in the following table:

Period of Continuous Service	Redundancy Pay (calculated at the Ordinary Time rate of pay)
Not more than 1 year	1.75 hours per week of service
More than 1 year but not more than 2 years	2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
More than 2 year but not more than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks' pay
More than 3 year but not more than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

- (c) The provisions of this clause do not apply to an Employee if the Company offers the Employee other employment on substantially similar terms and conditions within the Company, or a successor who recognises the Employee's service, even if the Employee refuses that offer.
- (d) All other provisions relating to redundancy and the exclusions from the obligation to pay redundancy pay contained within the FW Act will apply.
- (e) This clause 12 does not apply to casual Employees, maximum term Employees or specified task Employees.
- (f) This clause 12 does not apply where termination is due to ordinary and customary turnover of labour due to the end of a project for which an employee was specifically engaged.

13. INDIVIDUAL FLEXIBILITY

13.1 Requests for Flexible Working Arrangements

- (a) An Employee may request flexible working arrangements in accordance with the FW Act.
- (b) Where an Employee has requested a flexible working arrangement in accordance with the FW Act, the Company will genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
 - (i) the needs of the Employee arising from their circumstances;
 - (ii) the consequences for the Employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.

13.2 Individual Flexibility Agreement

The Company and an Employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of terms of this Agreement if:

- (a) the IFA deals with one or more of the specific terms of the Agreement (i.e. any term of the Agreement is capable of being subject to variation under this clause);
- (b) the IFA meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in clause 13.2(a); and
- (c) the IFA is genuinely agreed to by the Company and the Employee.

13.3 Compliance

The Company will ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the FW Act;
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall at the time the IFA is made than if the IFA had not been made.

13.4 Form and content requirements

Any IFA will:

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

13.5 Copy to Employee

The Company will keep a copy of the IFA as a time and wages record and give a copy to the Employee.

13.6 Termination of Individual Flexibility Agreement

The Company or the Employee may terminate the IFA:

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

14. CONSULTATION AND CHANGE

14.1 Definitions

In this clause 14:

- (a) **major change** means change to production, program, organisation, structure, or technology in relation to the enterprise;
- (b) **relevant employees** means the employees who may be affected by a change; and
- (c) **significant effect** means the following effects:
 - (i) the termination of the employment of Employees;
 - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees;
 - (iii) the loss of or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

14.2 Company to Consult

- (a) The Company will consult with relevant Employees if it:
 - (i) has made a definite decision to introduce a major change that is likely to have a significant effect on Employees; or
 - (ii) proposes to introduce a change to the regular roster or Ordinary Hours of Work of Employees.

14.3 Representative

The relevant Employees may appoint a representative for the purposes of the procedures in this clause 14.

14.4 Consultation about major workplace change

If the Company makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.
- (d) Clause 14.4 does not require the Company to disclose confidential or commercially sensitive information to the relevant Employees.
- (e) The Company must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 14.4(b).

14.5 Consultation about changes to regular roster or ordinary hours of work

If the Company proposes to introduce a change to the regular roster or Ordinary Hours of Work of Employees, then the Company must:

- (a) provide to the relevant Employees relevant information about the change;
- (b) 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); and
- (c) give consideration to matters raised about the change by the relevant Employees.
- (d) Clause 14.5 does not require the Company to disclose confidential or commercially sensitive information to the relevant Employees.

15. DISPUTE RESOLUTION

15.1 Application

Clause 15 sets out the procedure to be followed if a dispute relates to:

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

15.2 Appointment of a Representative

An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 15.

15.3 Procedure

- (a) 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 the relevant supervisor.
- (b) If the dispute is not resolved through discussion as mentioned in clause 15.3(a), the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.
- (c) If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 15.3(a) and 15.3(b), a party to the dispute may refer the matter to the Fair Work Commission.
- (d) The Fair Work Commission may deal with the dispute in two stages:
 - (i) 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
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then, with the agreement of the Company only:
 - A. arbitrate the dispute; and
 - B. make a determination that is binding on the parties.
- (e) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

15.4 Ongoing Obligations

While the parties are trying to resolve the dispute using the procedures in this clause 15:

- (a) an Employee must continue to perform work as directed by the Company unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform.

SCHEDULE 1 - CLASSIFICATIONS AND WAGE RATES

Employees will be paid no less than the Ordinary Time rate of pay for the Ordinary Hours worked.

Classification	Award Reference Classification	Ordinary Time Flat Hourly Rate	Overtime Flat Hourly Rate
Trades Assistant Level 1	CW/ECW 1 (level a)	\$40.50	\$46.58
Trades Assistant Level 2	CW/ECW 1 (level b)	\$42.00	\$48.30
Trades Assistant Level 3	CW/ECW 1 (level c)	\$44.00	\$50.16
Trades Assistant Level 4	CW/ECW 1 (level d)	\$45.50	\$52.32
Painter/Blaster Level 1	CW/ECW 2	\$43.00	\$49.45
Painter/Blaster Level 2	CW/ECW 3	\$45.00	\$51.75
Painter/Blaster Level 3	CW/ECW 3	\$47.00	\$54.05
Painter/Blaster Level 4	CW/ECW 3	\$49.00	\$56.35
Polywelder Level 1	CW/ECW 3	\$44.00	\$50.60
Polywelder Level 2	CW/ECW 3	\$45.50	\$52.32
Polywelder Level 3	CW/ECW 3	\$47.00	\$54.05
Polywelder Level 4	CW/ECW 3	\$48.50	\$55.77
Rigger/Scaffolder Level 1	CW/ECW 3	\$44.50	\$51.17
Rigger/Scaffolder Level 2	CW/ECW 3	\$46.50	\$53.47
Rigger/Scaffolder Level 3	CW/ECW 3	\$49.00	\$56.35
Rigger/Scaffolder Level 4	CW/ECW 3	\$51.50	\$59.22
Crane Operator Level 1	CW/ECW 4	\$47.00	\$54.05
Crane Operator Level 2	CW/ECW 5	\$49.00	\$56.35
Crane Operator Level 3	CW/ECW 6	\$51.50	\$59.22
Crane Operator Level 4	CW/ECW 7	\$53.50	\$61.52
Tradesperson Level 1	CW/ECW 3	\$49.00	\$56.35
Tradesperson Level 2	CW/ECW 4	\$51.00	\$58.65
Tradesperson Level 3	CW/ECW 4	\$53.50	\$61.52
Tradesperson Level 4	CW/ECW 4	\$56.00	\$64.40

Employees covered by this Agreement will be engaged in the classifications outlined in the above table by reference to their qualifications and levels of skill, experience and training, subject to the Company's assessment and determination of the appropriate level and qualification required for the work actually being performed.

Progressions between the levels is at the discretion of the Company as per company guidelines, policies as outlined in Clause 5.8.

SCHEDULE 2 - ALLOWANCES

1. Living away from home allowance

The Company may pay an Employee a living away from home allowance as provided in **clause 6.12** of the Agreement as follows:

Circumstance in which allowance is payable	Applicable allowance
Where meals are not provided by the Company	\$51 per day or an amount which fully reimburses the Employee for all reasonable meal expenses incurred.
Where board and lodging is not provided by the Company	\$51 per night or an amount which fully reimburses the Employee for all reasonable accommodation expenses incurred.
Where an Employee is required to travel overnight	\$51 per night

All other costs associated with the Employee living away from home will be borne by the Employee. These include but are not limited to expenses related to alcohol consumption, mini-bar use, movie rental, internet access, newspapers, telephone use and property damage.

2. Remote Site Allowance

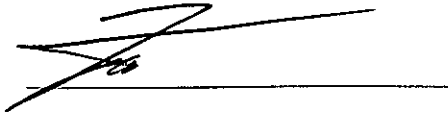
An Employee required to attend a remote site will be paid a minimum flat remote site allowance of \$5.00 per hour. For the purposes of this clause, a '**remote site**' is a site that is such a distance from the employee's usual place of residence or any separately-maintained residence that the employee cannot reasonably return to that place each night.

3. Leading Hand Allowance

An Employee who is appointed by the Company in writing to be a Leading Hand shall be paid an all-purpose allowance of \$4.00 per hour in addition the Employee's Ordinary Time rate of pay.

SIGNING PAGE

Signed for and on behalf of the Company, Interquip Construction Pty Ltd (ABN 92 118 832 465) by its duly authorised representative:



Signature on behalf of the Company

TREVOR MCAUSTER.

Name of person authorised to sign

HUMAN RESOURCES MANAGER.

Position

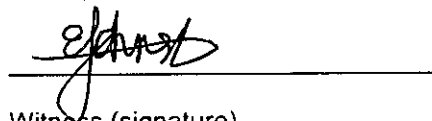
10/4/2024

Date

C/O - 1/88 COLIN STREET
WEST PERTH, 6005

Address

In the presence of:



Witness (signature)

EMILY JOHNSTON

Name (please print)

Signed on behalf of the Employees:



Signature of Employee Representative

KENNETH BAILEY

Name of person authorised to sign

EMPLOYEE REPRESENTATIVE

Position

10/04/2024

Date

C/O - 1/88 COLIN ST, WEST PERTH, 6005

Address

IN THE FAIR WORK COMMISSION

FWC Matter No.

AG2024/1276

Applicant

Interquip Construction Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Benjamin Garry Thomas, General Manager for Interquip Construction Pty Ltd, give the following undertakings with respect to the MACA Interquip Enterprise Agreement 2024 (**Agreement**):

1. I have the authority given to me by Interquip Construction Pty Ltd (**MACA Interquip**) to provide this undertaking in relation to the application before the Fair Work Commission.
2. This undertaking is made in accordance with section 190 of the *Fair Work Act 2009* (**FW Act**) and MACA Interquip understands this undertaking will be taken to be a term of the Agreement applying while the Agreement is in operation pursuant to section 191 of the FW Act.
3. With respect to clause 5.5(g) of the Agreement, MACA Interquip undertakes to apply clause 5.5(g) as follows:

5.5(g) *In the event that the Company seeks to engage a casual Employee, the Company will undertake a reconciliation for the proposed shifts to be worked by the casual Employee to ensure they are better off than they otherwise would be under the terms of the Award. Where the reconciliation identifies that the casual Employee would receive the same or less pay under this Agreement than they would have received under the Award, the Company will pay that casual Employee an amount which comprises the relevant amount payable under the Award plus an additional 1.5%. The reconciliation the subject of this clause 5.5(g) will be performed for the proposed roster cycle prior to the engagement of a casual Employee. On each occasion that the roster cycle is changed, the Company will undertake a reconciliation exercise to ensure the remuneration for the changed roster cycle is better off overall than under the Award.*

4. With respect to clause 7.3(b)(ii) of the Agreement, MACA Interquip undertakes to apply clause 7.3(b)(ii) as follows:

7.3(b)(ii) *For the purposes of this Agreement and the NES:*

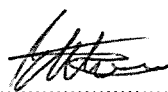
(i) *a shiftworker means an Employee engaged to work night shifts;*

(ii) *a continuous shiftworker means an Employee who:*

(A) *is 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 Company); and*

(B) is regularly rostered to work those shifts.

EXECUTION

Date signed:	6 May 2024
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Benjamin Garry Thomas General Manager
Signature:	
Witness name:	Trevor McAlister
Witness signature:	