



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

J & T Mechanical Installation Pty Ltd T/A J & T Mechanical Installation Pty Ltd
(AG2024/663)

J & T MECHANICAL INSTALLATION PTY LTD ENTERPRISE AGREEMENT 2024

Building, metal and civil construction industries

DEPUTY PRESIDENT DOBSON

BRISBANE, 2 APRIL 2024

Application for approval of the J & T Mechanical Installation Pty Ltd Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *J & T Mechanical Installation Pty Ltd Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by J & T Mechanical Installation Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Notice of Employee Representational Rights (NERR) distributed to employees appears to have a different name for the Agreement to that which was eventually made. However, I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural departure from the prescribed form requirements of the NERR under s.174(1A) of the Act and that the employees covered by the Agreement were not likely to have been disadvantaged by this. Accordingly, I exercise the discretion conferred by s.188(5) of the Act.¹

[3] The Applicant has provided written undertakings. 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.

[4] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[5] Pursuant to s.190(3) of the Act, I accept the undertakings.

¹ *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others* [2019] FWCFB 318 [117].

[6] Subject to the undertakings referred to above, having regard to the Statement of Principles,² on the basis of the material contained in the application and accompanying declarations, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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² Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.

J & T Mechanical Installation Pty Ltd
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 this agreement.

1. Parties to the Agreement

The Parties to the Agreement will be as follows:

- J & T Mechanical Installation Pty Ltd as the Employer; and
- The employees of J & T Mechanical Installation Pty Ltd engaged in the classifications contained herein.

2. Application of Agreement

This Agreement will apply to the Employer and employees in the performance of all work in or in connection with the Employer's mechanical maintenance and engineering works.

For the purposes of this Agreement, 'Project Work' shall mean on-site construction works covered by the *Building and Construction General On-site Award 2020* (Modern Award).

Provided, any Greenfields or project specific agreement made by the Employer or by a joint venture of which the Employer is part, and which is approved by the Fair Work Commission, will cover the Employer and any employees at that particular project/site to the exclusion of this Agreement.

3. Duration of Agreement

The Agreement shall apply from seven (7) days after approval with the Fair Work Commission until 30 June 2027.

4. Purpose of Agreement

The purpose of the Agreement is to provide comprehensively the wages and conditions of employment for the work performed described herein. This Agreement is a stand-alone document and applies to the exclusion of the relevant Modern Award, except as provided by specific reference in this Agreement.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) of the *Fair Work Act 2009* (Cth). 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.

5. Contract of Employment

5.1. Engagement

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

5.1.1. Full-Time Employment

A full-time employee shall mean an employee engaged for 38 hours per week.

5.1.2. Part-Time Employment

A part-time employee shall mean an employee engaged on a regular basis of less than 38 hours per week. Part-time employees shall be entitled to the same entitlements of a full-time employee on a pro-rata basis.

Before commencing a period of part-time employment, the employee and the

Employer will agree in writing:

- That the employee may work part-time;
- Upon the hours to be worked by the employee, the days upon which the hours will be worked and the commencing times for the work;
- Upon the classification applying to the work to be performed; and
- Upon the period of part-time employment.

All hours worked in excess of an employee's agreed weekly or daily hours shall be paid at the applicable overtime rates.

A part-time employee shall be engaged and paid for a minimum of four (4) hours per shift.

5.1.3. Casual Employment

A casual employee shall mean an employee engaged on an occasional basis and whose work pattern is not regular or systematic. Casual employees will receive the relevant rates in Clause 6.2 plus a loading of 25% as their ordinary rate. These rates will compensate for annual leave, personal/carers leave, notice of termination, redundancy and any other permanent entitlements that do not apply to casuals. A casual employee shall be entitled to payment of a minimum of four (4) hours' work per engagement. Casual conversion shall be in accordance with the NES.

5.1.4. Probation and Workplace Flexibility

All new permanent employees will be subject to a six (6) month probation period.

Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide employees with more satisfying and challenging jobs and enhance their career growth opportunities.

There shall be no demarcation or restrictions between functions or organisational status, including between traditional crafts, occupations, vocations or callings.

An employee may be required to, and shall perform, any function providing the employee has the required expertise to safely discharge the requisite and provided that, such functions shall be subject to safe, legal and practical work practices. The level of flexibility and skill is comprehended in the wage rates for each classification.

The level of flexibility and skill is comprehended in the wage rates for each classification.

All prospective employees shall be required to complete the Employer's pre-employment application form and undertake the Employer's Safety Induction Program. Employees may also be required to undertake a pre-placement medical examination.

Employees covered by this Agreement are required to submit a signed timesheet in accordance with the Employer's terms of employment.

5.2. Termination

A permanent employee's termination shall be in accordance with the provisions of the *Fair Work Act 2009* (Cth). The period of notice to be given (or paid in lieu) by the Employer shall be as follows:

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

This period of notice shall be increased by one (1) week where the employee is over 45 years of age and has completed two (2) years of continuous service with the Employer.

The period of notice to be given by the employee shall be the same as the Employer except for the additional notice for being over 45, in accordance with the Modern Award.

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 of 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. Summary Dismissal

Examples of conduct that may constitute serious misconduct include, but are not limited to, the following:

- Serious or repeated breaches of relevant legislation, regulations, rules or codes of practice;
- Serious or repeated breaches of safety rules, policies, standards and/or regulations;
- Engaging or participating in any illegal activities;
- Smoking in any designated non-smoking area, such as site offices, amenities and enclosed areas;
- Misconduct in relation to alcohol or drugs, including;
 - Reporting to work while under the influence of alcohol and/or drugs;
 - Drunken/drugged behaviour;
 - Possession or use of illegal drugs/substances; and
 - Illicit trade of alcoholic beverages and/or drugs;
- Offensive, intimidating or violent behaviour in any form, regardless of how or why it was initiated;
- Vandalism;
- Unauthorised possession of the Employer's property or another employee's property;
- Practical jokes or acts of horseplay;
- Trespass without permission on any restricted access areas;
- Discrimination or harassment of any form, including that relating to race, colour, religion, sex, age, national origin, ancestry, handicap or military status;
- Possession and/or use of weapons of any kind;
- Interference with or misuse of any emergency equipment.

5.4. Redundancy

Redundancy shall be in accordance with the NES.

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

5.5. Safety

It is a requirement to wear and maintain Personal Protective Equipment ('PPE') and safety equipment while in areas requiring such equipment. In particular, this means the wearing of high visibility shirts/vests and approved safety boots and the completion of pre-start check documentation with hours/kilometers recorded.

Employees are required to present to work with the appropriate protective clothing and equipment, including:

- Lace up steel cap boots;
- High visibility long sleeve shirt;
- Long pants, either blue jeans, cotton drill or cargo pants;
- Protective eyewear to at least medium impact level in the relevant Australian Standards; and
- A hard hat to relevant Australian Standards.

Employees will be provided with any project-specific PPE requirements.

The health and wellbeing of employees is a fundamental priority to the Employer. In particular, the Employer wants to ensure that all employees arrive home to their families safely.

Work shall continue as normal or as directed by the Employer during any safety dispute.

5.6. Consultation

The Parties to the Agreement will be bound by the Consultation Term in Schedule 1.

5.7. Flexibility

The Parties to the Agreement will be bound by the Flexibility Term in Schedule 2.

5.8. Code of Conduct

All employees engaged by the Employer are required to adhere to the Employer's Code of Conduct and the Employer's Client Guidelines, as detailed in the Client Project Induction and at any time throughout the assignment period.

Employees must follow all lawful instructions given by the Employer and its clients' representatives. Should any employee not be able to perform the assigned task for any reason whatsoever, it is their duty to inform the Employer and its clients' representatives immediately.

Refusal to comply with any lawful instruction may result in disciplinary action.

Each person is accountable for:

- Complying with Environmental Safety and Health regulations, procedures and

practices and for taking responsibility for personal safety and that of other employees;

- Abiding by the Employer's site work rules as identified during Induction Procedure and all relevant updates notified by the Employer;
- Participating in and abiding by the site cultural and environmental processes; and
- Maintaining uninterrupted continuity of work.

5.9. Counselling & Disciplinary Procedure

All counselling and disciplinary matters will be dealt with in accordance with the Employer's relevant procedures as amended from time to time.

5.10. Drug and Alcohol Testing

The Parties to this Agreement are committed to providing a safe, healthy and productive work environment. Drug and alcohol use or abuse that places this environment at risk will not be tolerated by the Employer. The Employer's drug and alcohol policies and procedures (which may include random drug and alcohol testing) will be implemented by the Employer or its clients. It is a condition of employment that all employees comply with all drug and alcohol policies and procedures.

Each employee will be made aware of the drug and alcohol policies and procedures at the point of engagement. Employees will not be allowed to enter or work on a project site if they are under the influence of, or are affected by, alcohol or drugs. Any employee prohibited entry to the site under this clause shall forfeit pay for the day/s of absence.

5.11. Medical Examinations

To ensure that the Employer provides a safe working environment for all employees, the Employer:

- May require prospective employees to undertake a medical examination by a qualified and practising medical practitioner prior to the Employer offering employment;
- May require current employees to undertake medical examinations by a qualified and practising medical practitioner at the Employer's request from time to time, which may require an alcohol or drug test;
- Will treat all medical records with the strictest confidence; and
- Will nominate the medical practitioner referenced in this clause.

Any abuse of this policy may lead to official warnings being issued and/or termination of employment.

5.12. Use of Employer Vehicles

Where an employee is required to drive the Employer's motor vehicles, the employee must operate the vehicle in accordance with the Employer's Motor Vehicle Policy.

The employee must not be under the influence of alcohol and/or drugs whilst operating the Employer's motor vehicle.

The Employer must ensure that the employee is covered by comprehensive vehicle insurance in order to limit the employee's liability for claims against them whilst operating the vehicle. The employee will be responsible for the payment of any insurance excess incurred, or damage to the vehicle, and accept any traffic infringement penalties where the employee is reasonably found by the Employer to be reckless, negligent or otherwise at fault.

The employee must pay all costs of infringement notices and fines they receive in relation to driving of an Employer motor vehicle. The employee must report all of these notices or fines as they receive them to their supervisor as soon as possible.

The Employer may terminate the employment of any employee who engages in any actions that seriously breach the traffic legislation.

The employee's position is conditional upon the holding and maintaining of the required licences. The employee must keep these licences current and valid. The Employer may terminate the employee's employment if the employee loses the required licences for any reason or is refused driver authorisation.

The employee must provide the necessary licences and/or driver's authorisation to the Employer on demand.

The employee may take the Employer vehicle home at close of trading each day in order to travel directly to the site location the following morning.

The vehicle will be issued a fuel card. Employees are not to use the fuel card for purposes other than re-fuelling the Employer vehicle. If an employee inappropriately uses their fuel cards, the Employer will apply the appropriate disciplinary procedure.

6. Classifications and Wages

6.1. Classification Structure

Employees shall be classified and paid in accordance with the following classification structure:

Classification	Description
Level 1 – New Entrant	An employee with less than three (3) months' industry experience.
Level 2 – Trade Assistant	An employee whose typical duties involving material handling, supervised welding and general workshop duties.
Level 3 – Skilled Non–Trade	A skilled non-trade employee, as appointed at the discretion of the Employer.
Level 4 – Trade	An employee who holds a Trade Certificate.

6.2. Wage Rates

The wage rates for each classification are as prescribed below. These are the minimum rates and in particular cases a higher amount may be negotiated. The rates compensate for all special skills, disabilities and/or special rates associated with the industry of the Employer.

6.2.1. Workshop Rates

Classification	Permanent Hourly Rate
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Level 1 – New Entrant	\$25.40
Level 2 – Trade Assistant	\$26.60
Level 3 – Skilled Non–Trade	\$27.35
Level 4 - Trade	\$28.88

6.2.2. Project Work Rates

Classification	Permanent Hourly Rate
Level 1 – New Entrant	\$29.88
Level 2 – Trade Assistant	\$31.32
Level 3 – Skilled Non–Trade	\$31.90
Level 4 - Trade	\$32.76

Employees will be classified and actual pay rate determined at the discretion of the Employer in accordance with an assessment of the employee's skill level, experience and competencies. Future progression in pay rate and classification level will depend upon an ongoing assessment of these attributes and the performance and productivity of the individual.

Employees who currently receive wage rates in excess of those provided for in this Agreement will continue to receive such amounts.

The wage rates will increase in the years 2024, 2025 and 2026 by the percentage increase awarded by the National Wage Review and will be operative from the date of such increase by the National Wage Review.

6.3. Apprentices

The wage rates for each year of Apprenticeship are as prescribed below. The rates compensate for all special skills, disabilities and/or special rates associated with the industry of the Employer.

For the purposes of this clause, 'Adult Apprentice' shall mean an employee who is 21 years of age or over at the time of entering into an apprenticeship program for a specified trade. All other employees engaged on the basis of an Apprenticeship shall be classified as a Junior Apprentice.

Where an employee was employed by the Employer immediately prior to becoming an Adult Apprentice with the Employer, such employees will not suffer a reduction in their ordinary base rate of pay by virtue of becoming an Adult Apprentice.

6.3.1 Workshop Rates

Stage of Apprenticeship	Junior Apprentice	Adult Apprentice
Year 1	\$15.50	\$22.48
Year 2	\$18.30	\$24.08
Year 3	\$21.03	\$24.77
Year 4	\$25.66	\$25.66

6.3.2 Project Work Rates

Stage of Apprenticeship	Junior Apprentice	Adult Apprentice
Year 1	\$18.46	\$29.42
Year 2	\$21.57	\$29.53
Year 3	\$24.57	\$29.65
Year 4	\$29.07	\$29.76

These rates will increase in the years 2024, 2025 and 2026 by the percentage increase awarded by the National Wage Review and will be operative from the date of such increase by the National Wage Review.

6.4. Tool Allowance

Tradespersons who are required to provide tools will be paid a tool allowance of \$15.40 per week.

6.5. First Aid Allowance

A qualified employee appointed by the Employer to perform first aid duties shall be paid \$17.50 per week.

6.6. Motor Vehicle Allowance

Where an employee has an agreement with the Employer to use their own motor vehicle on the Employer's business, the employee shall be paid an allowance of \$0.95 cents per kilometre travelled.

6.7. Multi-Storey Building Allowance

An employee, other than an Apprentice or a Junior, who is engaged on new construction work in a multi-storey building shall be paid a multi-storey building allowance in accordance with the following scales.

The allowance scales shall commence when any of the following components of the building rises above the floor level first designed in each such allowance scale:

- Structural steel;
- Reinforcing steel;
- Boxing; or
- Walls.

Stories of Building	Hourly Payment
From the commencement of building to 15 th floor level	\$0.68
From the 16 th floor level to 30 th floor level	\$0.81
From the 31 st floor level to 45 th floor level	\$1.26
From the 46 th floor level to 60 th floor level	\$1.62
From the 61 st floor level onward	\$1.99

6.8. Leading Hand Allowance

A person specifically appointed to be a leading hand shall be paid the following flat weekly leading hand allowances in accordance with the number of persons in the employee's charge:

Number of Employees Supervised	Weekly Payment
3 - 10 employees	\$31.71
11 - 20 employees	\$47.37
More than 20 employees	\$60.30

6.9. Superannuation

The Employer shall pay superannuation in accordance with the prescriptions of the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time into the employee's superannuation fund. This will satisfy the statutory requirements for occupational superannuation. The Employer shall ensure that superannuation contributions pursuant to this clause are made into an eligible choice fund and that such fund is a fund that offers a MySuper product or is an exempt public sector scheme.

6.10. Salary Sacrifice/Package

It will be available by agreement that part of the wage or payments arising from this Agreement to be sacrificed and paid as additional superannuation to the gross value of the wages/payments sacrificed.

6.11. Payment of Wages

The employees will be paid weekly by electronic funds transfer.

7. Hours of Work and Overtime

7.1. Ordinary Hours

The ordinary hours of work shall be an average of 38 hours per week to be worked over a nominated work cycle. The ordinary hours may be worked from 6:00 am to 6:00 pm,

Monday to Friday. The daily ordinary hours shall not exceed eight (8) hours per day.

The work cycle may be altered by agreement or reasonable notice to suit project requirements. It will be available to work alternate hours of work that provide an average of 38 hours a week over a maximum work cycle of four (4) weeks.

7.2. Additional Hours/Overtime

It is a requirement that employees will work reasonable additional hours in excess of their ordinary hours.

The first two (2) hours of overtime each week will be paid at the applicable ordinary rate prescribed in Clause 6.2.

All time worked by an employee in excess of two (2) hours of overtime per week or 0.4 hours of overtime per day, as well as any time worked outside of the span of the ordinary hours of work, shall be paid at the following rates:

- Monday to Saturday (until 12:00pm): Time and a half for the first two (2) hours and double time thereafter; and
- Saturday (after 12:00pm) and all hours on Sunday: Double time.

Employees will be entitled to a payment for a minimum of four (4) hours' work for all weekend and public holiday work performed.

7.3. Recall

An employee recalled to work overtime after leaving the site on any day Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the employee is recalled.

Except in the case of unforeseen circumstances arising, the employees shall not be required to work the full four (4) 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 of clause 7.2.3 when the actual time worked is less than four hours on the recall or on each of the recalls.

7.4. Rest Period

An employee who works overtime shall have at least a ten (10) hour rest period between the end of ordinary hours on any one day and start of ordinary hours on the next day.

If on the instructions of the Employer, the employee resumes or continues work without having had ten (10) consecutive hours off duty, the employee shall be paid double time until he or she is released from duty for ten (10) hour rest period. The employee shall then be entitled to be absent without loss of pay for ordinary working hours occurring during the ten (10) hour rest period.

In the case of shift workers, eight (8) hours shall be substituted for ten (10) hours when overtime is worked:

- For the purpose of changing shift rosters; or
- To provide coverage for a shift worker who has not reported for work; or
- Where employees have mutually agreed to swap shifts.

7.5. 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 (5) hours are worked Monday to Friday. The meal break shall be 30 minutes in duration and will be unpaid. The rest pause will be twenty minutes in duration and will be paid. The meal breaks and rest pauses will be taken at such time so to not interfere with the continuity of the operations.

An employee may be required to change the meal break to suit the requirements of the Employer or client. In these circumstances, the meal break will be taken at another time during the day to suit the continuity of work. An employee cannot change their meal break without prior approval from their supervisor.

7.6. Meal Allowance and Crib Allowance

An employee required to work overtime for at least 1.5 hours after working ordinary hours shall be paid an amount of \$15.50 to meet the cost of a meal. This payment shall not apply to an employee who is receiving living away from home allowance or free board and accommodation.

When an employee is required to work overtime after the usual finishing time of the day or shift for two (2) hours or more, the employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such finishing time and thereafter, after each four (4) hours of continuous work (also without deduction of pay), a crib time of 30 minutes in duration.

In the event of an employee remaining at work after the usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of two (2) hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

7.7. Shift Work

Shift work is a necessary feature of the Employer's operations and employees may be required to work shift work in accordance with project needs.

Shift work shall be defined as follows:

- An Afternoon Shift is defined as a shift whereby the ordinary hours of work finish after 6:00pm and at or before 12:00am;
- A Night Shift is defined as a shift whereby the ordinary hours of work finish after 12:00am and at or before 8:00am.

Shift work shall be paid as follows:

- Where less than five (5) continuous afternoon or nights or a rostered 38 hours per week are worked, a loading of 50% for the first three (3) hours and double time thereafter shall apply on the ordinary hours of work only;
- Where five (5) continuous afternoon or nights or more per week are worked, a 15% loading shall apply on the ordinary hours of work only;
- Where a non-rotating shift roster is worked for a four (4) week period or more, a 30% loading shall apply on the ordinary hours of work only;
- All overtime worked by shift workers Monday to Friday will be paid at the rate of double time;
- All hours worked on shift work on a Saturday or Sunday will be paid at the overtime penalties as prescribed in Clause Error! Reference source not found..

Employees engaged on Project Work as prescribed herein, shall be entitled to the shift work provisions in accordance with the Modern Award.

Any absence from work for reason of inclement weather, public holiday/s, RDO/s and/or any leave prescribed in Clause Error! Reference source not found. of this Agreement occurring during shift work will still count towards five (5) continuous shifts worked. These absences will not be treated as a break in the continuous shifts worked.

7.8. Inclement Weather

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

Where this is not practical, all permanent employees shall be entitled to payment by the for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours, at the applicable award rate, each calendar month (non-cumulative) subject to an employee being ready willing and able to work.

The number 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.

8. Conditions of Employment

8.1. Annual Leave

8.1.1. Entitlement

A permanent employee shall be entitled to be paid annual leave at the rate of four (4) weeks of ordinary time for each year of continuous service consistent with the *Fair Work Act 2009* (Cth). The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

At the written agreement between the Employer and employee, annual leave may be taken as a payment in lieu of leave subject to the following:

- A balance of four (4) weeks leave must be maintained; and
- The payment in lieu will be equal to the pay for that period of time as prescribed in Clause 8.1.4.

8.1.2. Taking of Annual Leave

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

The Employer by giving two (2) months' notice may require employees to take annual leave for an annual shutdown.

8.1.3. Excess Leave Accrual

Where an employee has an excess accrual of annual leave (more than eight (8) weeks' paid annual leave accrued or ten (10) weeks for shift workers), the Employer may direct the employee to take excess leave subject to the following:

1. The Employer must first genuinely try to reach an agreement with an employee to take excess annual leave; and
2. Where no agreement can be reached, the Employer may direct the employee in writing to take one (1) or more periods of paid annual leave subject to the following circumstances:
 - i. The employee's remaining accrued entitlement to paid annual leave after the requirement to take excessive leave must be more than six (6) weeks;
 - ii. The taking of leave must not provide that the employee take a period of paid annual leave of less than one (1) week;
 - iii. The taking of leave must not provide for the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction/notice is given; and
 - iv. Must not be inconsistent with any leave arrangement agreed by the Employer and employee.

Notwithstanding the above, the Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Where agreement is not reached between the Employer and the employee, an employee who has an excessive leave accrual may require an Employer to grant paid annual leave on the basis that they have accrued such excess leave for more than a period of 6 months and have satisfied the above conditions outlined in sub-clauses 1 and 2 above.

8.1.4. Calculation of Annual Leave Pay

Annual leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments); plus an amount equal to 17.5% of the amount to compensate for the lost opportunity of overtime.

8.1.5. Payment on Termination

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

8.2. Personal/Carers Leave

8.2.1. Entitlement

A permanent employee shall accrue paid personal/carers leave at the rate of ten (10) days for each year of continuous service consistent with the *Fair Work Act 2009* (Cth). Personal/carers leave will be paid at the employee's ordinary rate of pay for ordinary hours for the period of leave.

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 reasonably practicable (which may be after the leave has started);
- Advise the Employer how long the absence on personal/carers leave is likely to be; and
- Provide evidence satisfactory to the Employer of the illness or injury. An employee absent on sick leave for more than two (2) consecutive days or on more than two (2) single days in any year may be required 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 be unable to work.

8.2.3. Deduction from Personal/Carers Leave Credits

Personal/carers leave debits will be equivalent to the ordinary hours an employee would have worked had they not been on personal/carers leave.

8.2.4. Personal/Carers Leave Cumulative

Personal/carers leave shall accumulate from year to year.

8.2.5. Carers Leave

An employee may use accrued personal/carers days as carers leave to tend to the care or support to a member of the employee's immediate family, or a member of the employee's household. The leave will be subject to the employee providing reasonable proof of the need for the use of carer's leave. In circumstances where the employee has exhausted all of the paid leave, a further two (2) days unpaid leave may be taken per occasion. Casual employees shall be entitled to a maximum of two (2) unpaid days per occasion.

8.3. Parental Leave

Employees will be entitled to parental leave in accordance with the *Fair Work Act 2009* (Cth).

8.4. Compassionate Leave

An employee may take compassionate leave when:

- a. a member of the employee's immediate family or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life;
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies; or
- b. a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- c. the employee, or the employee's spouse or de facto partner, has a miscarriage.

Compassionate leave for permanent employees shall be a maximum of two (2) paid days per occasion. Compassionate leave for casual employees shall be a maximum of two (2) unpaid 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

Employees will be entitled to family and domestic violence leave in accordance with the *Fair Work Act 2009* (Cth).

8.6. Community Service Leave

Employees will be entitled to community service leave in accordance with the *Fair Work Act 2009* (Cth).

8.7. Long Service Leave

All employees shall be entitled to long service leave in accordance with the relevant State Legislation. The Employer will ensure that any registration necessary for the purpose of Portable Long Service Leave Schemes will be undertaken.

8.8. Public Holidays

All permanent employees shall be entitled to the following public holidays without loss of pay, in accordance with the NES:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday;
- Easter Monday;
- Anzac Day;
- Labour Day;
- King's Birthday;
- Christmas Day;
- Boxing Day; and
- A public holiday prescribed by legislation for the district and/or state that the employee is working in (e.g. Show Day).

Any employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half for all time so 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 the individual employee by agreement to substitute a nominated public holiday for another day and have the prescriptions of this clause apply to the substituted day.

Any request for an employee to work on a public holiday will only be made if it is a reasonable request.

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 NES.

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.
5. Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration.
6. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.

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.

SIGNATURE PROVISIONS

Signed for and on behalf of

J & T MECHANICAL INSTALLATION PTY LTD

Signed 

Name Pauline Todd.

Capacity to Sign J & T Mechanical Installation (Contracts Mgt).

Address U3, 7 Hansen Court, Boomerah QLD 4209.

Witness 

Name of Witness (print) Kathy Smith

Address U3, 7 Hansen Court, Boomerah QLD 4209.

Date 5-03-24

Signed for and on behalf of the

Employees of J & T MECHANICAL INSTALLATION PTY LTD

Signed 

Name Steve Stacey

Capacity to Sign Trade Assistant

Address 113, T Hansen Court, Coomera QLD 4209.

Witness 

Name of Witness (print) Eddie Sands

Address 113, T Hansen Court, Coomera QLD 4209

Date 22-03-24

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* (Cth); and
 - (b) are not unlawful terms under Section 194 of the *Fair Work Act 2009* (Cth); 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:
 - a. the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. 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.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/663

Applicant:

J & T Mechanical Installation Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Pauline Todd, Contracts Manager, for J & T Mechanical Installation Pty Ltd give the following undertakings with respect to the J & T Mechanical Installation Pty Ltd Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by J & T Mechanical Installation Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. With respect to Clause 7.7 – *Shift work*. The following will apply in addition to this clause

In addition to clause 7.7 the employer undertakes to apply the shift work provisions prescribed in clause 17.1 of the Building and Construction On site general Award 2020 for all employees that are engaged in shift work performed in the General building and construction and metal and engineering construction sectors as defined by the Modern Award.

3. With respect to Clause 7.7 – *Shift work*. The following will apply in lieu of the last paragraph.

Any absence from work for reason of inclement weather, public holiday/s, and/or any leave prescribed in Clause 8 of this Agreement occurring during shift work will still count towards five (5) continuous shifts worked. These absences will not be treated as a break in the continuous shifts worked.

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



Signature

22.03-24

Date