

# **Enterprise Agreement 2023**

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The Trustee for Hunts Family Trust trading as  
Storm Scaffolding

ABN 28 325 265 900

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# Enterprise Agreement

## Parties

1. The Trustee for Hunts Family Trust trading as Storm Scaffolding ABN 28 325 265 900 of 23 Cessna Street, Upper Coomera QLD 4209 (**Employer**).
2. All Employees engaged in the performance of work for the Employer in any of the classifications specified herein (**Employee**).

## Operative provisions

### 1. Preliminary

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#### 1.1 Title

This Agreement is known as the *Storm Scaffolding Enterprise Agreement 2023*.

#### 1.2 Definitions

In this Agreement:

**Adult Apprentice** means an employee who is 21 years of age or over at the time of signing the contract of training.

**Apprentice or Trainee** means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000 (VETE Act)*. Apprenticeship and Traineeship have a corresponding meaning.

**Agreement** means this complete document and includes any schedule or annexure.

**Award** means the *Building and Construction General On-site Award 2020* as amended from time to time.

**Employee** means any Employee engaged in the performance of work for the Employer in any of the classifications specified in this Agreement.

**Employer** means The Trustee for Hunts Family Trust trading as Storm Scaffolding ABN 28 325 265 900.

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

**FWC** means the Fair Work Commission.

**Industry Allowance** means the residential building and construction industry allowance as defined in the Award.

**NES** means the National Employment Standards as provided by the FW Act.

**Ordinary Hours** for a Full-Time Employee means 38 hours per week, and for a Part-Time Employee means the Part-Time Employee's total ordinary hours of work per week as agreed in writing between the Parties, which may be worked at any time between the hours of 6:00am and 6:00pm, Monday to Friday.

**Ordinary Rates** means the wage rates payable for Ordinary Hours worked by Employees as set out at Schedule 1 of this Agreement.

**Overtime Rates** means the wage rates payable for time worked by Employees in excess of Ordinary Hours as set out at Schedule 1 of this Agreement.

**Party or Parties** means the Employer and the Employees of the Employer.

**Serious Misconduct** has the meaning given to that term at regulation 1.07 of the *Fair Work Regulations 2009* (Cth).

### 1.3 Interpretation

Unless expressed to the contrary:

- (a) Headings and boldings are for convenience only and do not affect the interpretation of this document; and
- (b) A reference to:
  - (i) the singular includes the plural and vice versa;
  - (ii) money is to Australian currency;
  - (iii) this document, or another document, includes the document as varied or replaced; and
  - (iv) any Party to this document, or any other document or arrangement, includes that Party's executors, administrators, substitutes, successors and permitted assigns.

### 1.4 Date of Operation

- (a) This Agreement will commence operation 7 days after the date on which the FWC approves the Agreement.
- (b) The Agreement's nominal expiry date is 4 years from the date on which the FWC approves the Agreement.
- (c) After the nominal expiry date, the Agreement will continue to operate unless it is:
  - (i) replaced by a new agreement; or
  - (ii) terminated by agreement between the Parties.

### 1.5 Relationship to Award

- (a) The terms of the Award are incorporated into this Agreement
- (b) Where this Agreement is silent, the terms of the Award, as amended from time to time, applies. Where there is a conflict between a term of this Agreement and a term of the Award, or a conflict between two terms of this Agreement, the higher wage outcome or other outcome more favourable to the Employee will apply.
- (c) Where there is a conflict between the terms of this Agreement and the Award, the outcome more favourable to the Employee will apply.

## 1.6 NES

This Agreement is to 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.

## 2. Types of Employment

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### 2.1 Employment Types

<b>Full-Time Employee</b>	Means an Employee who works 38 Ordinary Hours per week, plus reasonable additional hours as required. Full-Time Employees will be paid all entitlements as prescribed by the NES.
<b>Part-Time Employee</b>	Means an Employee who works less than 38 Ordinary Hours per week, plus reasonable additional hours as required. Part-Time Employees will be paid all entitlements as prescribed by the NES on a pro-rata basis.
<b>Casual Employee</b>	Means an Employee engaged on an irregular, intermittent, occasional and discontinuous basis and paid on an hourly basis for a minimum of 4 hours on any one engagement. A Casual Employee's employment will terminate at the conclusion of each shift. The hourly rate of pay for Casual Employees is specified according to their classification in clause 3. This rate of pay includes a loading of 25%. To avoid doubt, Casual Employees have no entitlement to paid Personal/Carer's Leave, Annual Leave, Jury Service, or Compassionate Leave.

### 2.2 Contract of Employment

At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Agreement, or alternatively, access to the Agreement in electronic format at the discretion of the Employee.

### 2.3 Probation

All new Employees are subject to a probationary period of 6 months' service from the date of commencement of employment.

### 2.4 Casual Conversion

A Casual Employee employed by the Employer for a period of 12 months and who, during at least the last 6 months of that period, has worked a regular pattern of hours on an ongoing basis, has the right to request in writing to have their contract of employment converted to permanent employment, as prescribed by the NES, if the employment is to continue beyond the conversion process. The decision as to whether a Casual Employee is made permanent is a decision of the Employer.

### **3. Classifications and Wage Rates**

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#### **3.1 Classifications**

- (a) The Employee Classifications under this Agreement shall be read in accordance with the Award unless specifically amended by terms of this Agreement. Classification levels are set out at Schedule 1 of this Agreement.
- (b) The Employer may direct an Employee to carry out duties as are within the limits of the Employee's skill, competence and training consistent with the Employee's classification under this Agreement.
- (c) If an Employee is required to perform work at a higher classification level than that for which the Employee is normally classified, the Employee will be paid at the higher rate of pay as set out in Schedule 1 of this Agreement for all time worked at such higher classification.

#### **3.2 Wage Rates**

- (a) The minimum wage rates for each Employee classification are set out at Schedule 1 of this Agreement.
- (b) The Employer will increase the wage rates for each Employee classification on 1 July of each year in accordance with the decision of the FWC Minimum Wage Panel. The Employer will at all times comply with section 206 of the FW Act.

#### **3.3 Payment of wages**

- (a) Payment of wages shall be weekly by electronic funds transfer to the Employee's nominated bank account.
- (b) Where an Employee's employment is terminated with the prescribed notice, then payment of wages due shall be on the day of termination.

#### **3.4 Included Allowances**

- (a) The Industry Allowance for each Employee shall be in accordance with clause 22 of the Award plus an additional \$1.00.
- (b) The wage rates in Schedule 1 of this Agreement include the Industry Allowance.

#### **3.5 Scaffolding Certificate Allowance**

An Employee who holds a scaffolding certificate issued by the appropriate certifying authority and who is required to act on that certificate whilst engaged on work requiring a certificated person will be paid a scaffolding certificate allowance as set out in Schedule 1 of this Agreement.

#### **3.6 Meal Allowance**

- (a) An Employee required to work overtime for at least one and a half hours after working Ordinary Hours will be paid an additional meal allowance in accordance with clause 21.2 of the Award.
- (b) No meal allowance will be payable in accordance with this clause where the Employee is provided with a suitable meal by the Employer.

### **3.7 Travel Allowance**

An Employee shall be entitled to receive the fares and travel allowance as set out in Schedule 1 of this Agreement as applicable.

### **3.8 Other Allowances**

An Employee shall be entitled to receive all other allowances as applicable in accordance with the Award.

### **3.9 Apprentices**

- (a) The Employer may employ apprentices in the construction industry subject to clause 14 of the Award.
- (b) Apprentices shall be entitled to all of the applicable conditions of employment prescribed by this Agreement.
- (c) The Employer shall be responsible for meeting all costs associated with apprenticeship training, including any student registration, tuition fee or other course costs.
- (d) Apprentices will be paid in accordance with the minimum weekly rates and allowances in accordance with clause 19.7 of the Award.
- (e) An Adult Apprentice who was employed by the Employer immediately prior to becoming an apprentice with the Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming an apprentice.

## **4. Superannuation**

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- (a) The Employer shall make such compulsory superannuation contributions in accordance with clause 28 of the Award and as required to discharge its responsibilities to the Employee under the Commonwealth superannuation guarantee legislation.
- (b) Superannuation contributions will be paid by the Employer to a superannuation fund nominated by the Employee, or in the absence of a nominated fund, the Employer's default superannuation fund.

## **5. Hours of Work**

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### **5.1 Ordinary Hours**

- (a) A Full Time Employee's Ordinary Hours may be 8 hours in duration each day, of which 0.4 of one hour of each day worked will accrue towards a rostered day off (**RDO**) and 7.6 hours will be paid. An employee will therefore accrue 7.6 hours towards a RDO each 19 days of ordinary hours worked.
- (b) The daily hours of work for a Part-Time Employee shall not exceed 8 hours. An Employee working on a part-time basis may be paid for actual hours worked and in such instances the Employee will not be entitled to accrued time towards an RDO, except as agreed between the Employer and Employee.
- (c) An accrued RDO is to be taken in accordance with clause 16.4 of the Award.
- (d) The ordinary hours of work of a Casual Employee shall not exceed 8 hours.

- (e) The commencement and finish times of Employee shifts may be staggered to meet project requirements. The commencement and finishing times of Ordinary Hours may be altered by giving 48 hours' notice to the relevant employee or by a shorter period by mutual agreement.
- (f) Employees are required to observe the nominated commencement and finishing times for work each day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the Employee's person shall be in the Employee's shift time.

## **5.2 Meal Breaks**

- (a) All Employees who are required to work more than 5 continuous hours in any one calendar day will be entitled to a cessation of work and of working time, of not less than 30 minutes, for the purposes of a meal. The meal break is to be taken between noon and 1:00pm, or as otherwise agreed.
- (b) Where an Employee is required to take their meal break later than 5 continuous hours after commencing their shift due to operational reasons, the Employee will be entitled to payment at the 200% Overtime Rate, or at the 225% Overtime Rate for a Casual Employee, for the period they are required to continue working after having completed 5 continuous hours of work and the time they commence their meal break.
- (c) The Employees will be entitled to take 5 minutes immediately before a work break and ceasing time to enable gear to be washed and put away. This time will be counted as work time.

## **5.3 Rest Pauses**

- (a) All Employees shall be entitled to a rest pause of ten minutes' duration in the Employer's time in the first and second half of the working day. Rest pauses shall be taken at times so not to interfere with continuity of work where continuity is necessary.
- (b) Where an Employee is required to work overtime after the usual finishing time for the day for 2 hours or more, the Employee will be entitled to take without deduction of pay, a rest break of 20 minutes in duration immediately after such ceasing time.
- (c) An Employee who is required to work overtime on any Saturday, Sunday or public holiday shall be entitled to a paid meal break of 30 minutes after 4 hours worked and a rest pause of ten minutes' duration in the first and second half of the working day.

## **5.4 Overtime**

- (a) In the circumstances where the requirements of a particular project dictate, a reasonable amount of overtime may be required to be worked. Each Employee's ability and desire to work overtime shall be considered when overtime is required to ensure equitable distribution of overtime in accordance with clause 29.1 of the Award.
- (b) No apprentice under the age of 18 years will be required to work overtime unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime at times which would prevent attendance at technical school, as required by any statute, agreement or regulation applicable to them.
- (c) All time worked outside or in excess of an Employee's Ordinary Hours of work will be deemed to be overtime.
- (d) Overtime Rates payable to Casual Employees shall be paid in accordance with clauses 12.5 and 12.6 of the Award.

- (e) All time worked outside or in excess of the hours prescribed by clause 5.1 of this Agreement shall be deemed overtime and shall be paid at the applicable Overtime Rate for the Employee's classification.
- (f) Overtime hours worked Saturday will be paid at the applicable 150% Overtime Rate for the first two hours and the applicable 200% Overtime Rate thereafter, or in the case of a Casual Employee at the 175% Overtime Rate for the first two hours and 225% Overtime Rate thereafter.
- (g) All time worked on a Sunday and all overtime hours worked after 12.00pm on a Saturday shall be paid for at the applicable 200% Overtime Rate, or at the 225% Overtime Rate for a Casual Employees.
- (h) All time worked on a public holiday or on the Saturday following Good Friday shall be paid for at the applicable 250% Overtime Rate, or at the 275% Overtime Rate for a Casual Employee.
- (i) No Employee shall work overtime unless agreed or directed to do so by the Employer.
- (j) The Employer may request that an Employee work overtime where reasonable notice of the overtime is given to the Employee.

#### **5.5 Rest period after overtime**

- (a) An Employee who works so much overtime between the termination of their Ordinary Hours on one day and the commencement of their Ordinary Hours on the next day, or in a 24 hour period on a Saturday, Sunday, public holiday or RDO, without having had at least ten consecutive hours off duty, must be released after completion of such overtime until they have ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If on the instructions of the Employer, the Employee resumes or continues work without having had ten consecutive hours off duty, the Employee shall be paid at the applicable 200% Overtime Rate, or at the 225% Overtime Rate for a Casual Employee, until they are released from duty for this period and they shall then be entitled to be absent until they have ten consecutive hours of duty without loss of pay for their Ordinary Hours which fall during such absence.

#### **5.6 Time off in lieu of Payment for Overtime**

- (a) An Employee may elect, with the consent of the Employer and in accordance with clause 29.12 of the Award, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- (b) Overtime taken as time off during Ordinary Hours shall be taken at the ordinary time rate that is an hour for each hour worked.

### **6. Inclement Weather**

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#### **6.1 Inclement weather**

- (a) Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for Employees to continue working in those conditions.
- (b) The Employer, when requested by the Employees, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause 6 apply.

- (c) An Employee will not be entitled to payment for inclement weather as provided for in this clause 6 unless the Employee remains on-the-job until the provisions set out in clause 6.1(b) of this Agreement have been observed.
- (d) An Employee will be entitled to payment for their Ordinary Hours lost through inclement weather for up to, but not more than 32 hours in every period of four weeks subject to conditions set out in clause 24 of the Award.
- (e) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather. Where an Employee is required to transfer from one site to another using their own vehicle, the Employee will be reimbursed the cost of transport at 80 cents per kilometre except in circumstances where the Employer provides transport.
- (f) Employees on a portion of a site not affected by inclement weather must continue to work even though the Employees working on other areas of the site may have stopped work because of inclement weather.
- (g) Employees will not be entitled to payment of overtime for stoppages because of inclement weather outside of Ordinary Hours.

## **6.2 Employees required to remain on site in inclement weather**

- (a) Except as provided in clause 24.14 of the Award, an Employee will not be required to work or remain on site in inclement weather.
- (b) Employees required to work in inclement weather will only be obliged to perform such work as is essential to overcome the emergency and to restore an acceptable service and/or to secure or make the site safe as circumstances require. Employees engaged on such work must be paid at the rate of double time.
- (c) Where the Employer requires an Employee to work in inclement weather, the Employee will be reimbursed in full the cost of appropriate protective clothing, except where the Employer provides such protective clothing.
- (d) If the Employee's clothing becomes wet as a result of working in wet weather and the Employee does not have a change of dry work clothes, the Employee will be entitled, at the completion of the work, to cease work for the day without loss of pay.

## **6.3 Cessation and resumption of work**

- (a) At the time Employees cease work due to inclement weather the Employer or their representative on site and the Employees' representative will agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended, the Employees will resume work and the time will be similarly agreed and noted.

## **6.4 Safety**

When inclement weather conditions exist, an affected Employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete work that has already commenced, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health and safety.

## 6.5 Wet weather procedure

(a) Remaining on site

- (i) Where, because of wet weather, the Employees are prevented from working:
  - (A) for more than an accumulated total of 4 hours of ordinary time in any one day;
  - (B) after the meal break, for more than an accumulated total of 50% of the normal afternoon work time;
  - (C) during the final 2 hours of the normal work day for more than an accumulated total of one hour,

the Employer will not be entitled to require the Employees to remain on site beyond the expiration of any of the above.

Where, by agreement between the Employer and/or their representative and the Employees and/or their representative, the Employees remain on site beyond the periods specified, any such additional time must be paid for but will not be debited against the Employees' hours.

(b) Rain at starting time

- (i) Irrespective of any other provision in this Agreement, where the Employees are unable to commence work, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they may be required to go to work in a dry area or to be transferred to another site where:
  - (A) the rain stops;
  - (B) a covered walk-way has been provided;
  - (C) the work area is under cover and the employees can get to the dry area without going through the rain; or
  - (D) adequate protection is provided. Protection will, where necessary, be provided for the Employee's tools.

## 7. Provision and Maintenance of Tools and Equipment

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- (a) Where the Employer provides the Employees with all tools of trade and equipment required for the Employees to perform work for the Employer, all such tools and equipment shall remain the property of the Employer at all times.
- (b) The Employees are responsible for the proper care, protection and use of all tools and equipment provided by the Employer for the performance of work.
- (c) In the event that any tools or equipment are lost or damaged as a result of negligence or misuse on the part of an Employee, the Parties agree that the Employer may deduct the reasonable costs incurred by the Employer for repairing or replacing the tools or equipment from any monies owing by the Employer to the Employee in accordance with this Agreement.

- (d) Where the Employer requires the Employees to provide tools, other than basic consumables, the Employer will reimburse the Employees the cost of providing the tools or pay to the Employees a weekly allowance in accordance with clause 21.1 of the Award to compensate for the purchase and maintenance in efficient working order of tools required for the performance of work.

## **8. Training**

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- (a) The Parties are committed to the promotion of a highly skilled industry and efficient and safe construction process. To this end, the Employer agrees that appropriate assessment and training for any skill deficiency and development will be provided during the term of this Agreement.
- (b) Where possible, training and skill development is to be carried out in normal working hours. The Employees required to attend training outside of hours will be provided time off in lieu as per the overtime clause 5.6 of this Agreement. Should an Employee be required to participate in a training course, all costs will be borne by the Employer.

## **9. Leave Entitlements and Public Holidays**

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### **9.1 Annual Leave**

This entitlement applies to all Employees, other than Casual Employees. The Employee shall be entitled to annual leave in accordance with the NES plus additional leave loading of 17.5%.

- (a) Period of Leave

Full-Time and Part-Time Employees (on a pro-rata basis) are entitled to annual leave equivalent to a period of 4 weeks' annual leave after each 12 months of continuous service.

- (b) Direction to Take Leave

- (i) The Employer may direct an Employee to take annual leave in circumstances where the Employer elects to shut down for a specified period a part of its business in which, or a work site where, the Employee works.
- (ii) If an Employee does not have sufficient annual leave accrued to cover the entire period of the shut down, the Employer can require the Employee to take leave without pay for the balance of the shut down period.

- (c) Request to Cash Out Annual Leave

- (i) An Employee may request to cash out accrued annual leave entitlements in accordance with the applicable provisions of the Award and the FW Act.
- (ii) A request to cash out annual leave must be made in writing in a form acceptable to the Employer.

- (d) Payment of Leave Entitlements

- (i) The rate of pay applicable to an eligible Employee who takes a period of annual leave shall be at the ordinary rate of pay which the Employee would have earned had the Employee worked their usual roster, excluding any

allowances and shift loadings, plus an additional 17.5% annual leave loading.

- (ii) Where the employment of an Employee, other than a Casual Employee, is terminated by either Party, the Employee is entitled to payment of the pro-rata amount of annual leave accrued to the date of termination.

## **9.2 Personal/Carer's Leave**

### (a) Entitlement

- (i) Full-Time and Part-Time (on a pro-rata basis) Employees are entitled to 10 days' personal/carers leave per year.
- (ii) Casual Employees are not entitled to paid personal/carers' leave.

### (b) Personal/carers' leave is:

- (i) paid sick leave taken because of a personal illness or injury; or
- (ii) paid carer's leave taken to provide care or support to a member of the Employee's immediate family or the Employee's household who requires care or support because of:
  - (A) a personal illness or injury; or
  - (B) an unexpected emergency.

### (c) Notice

To receive paid personal/carers' leave, the Employee must provide the Employer with notice as soon as reasonably practicable regarding the type of leave to be taken. At the request of the Employer, the Employee must provide evidence of the type of leave taken. A medical certificate will be required for all leave taken by an Employee who is sick.

## **9.3 Unpaid Carer's Leave**

All Employees are entitled to a period of up to 2 days' unpaid carer's leave for each occasion when a member of their immediate family or household requires care or support because of a personal injury or illness, or an unexpected emergency affecting the member.

## **9.4 Compassionate Leave**

- (a) All Employees, other than Casual Employees, are entitled to be paid compassionate leave in accordance with the NES.
- (b) A Full-Time and Part-Time Employee is entitled to a period of 2 days' paid compassionate leave for each occasion when a member of the Employee's immediate family or household has an illness or injury that poses a serious threat to their life, or a member of the Employee's immediate family or household dies.

## **9.5 Unpaid Parental Leave**

All Employees shall be entitled to unpaid parental leave in accordance with the NES.

## 9.6 Community Service Leave

All Employees shall be entitled to community service leave in accordance with the NES.

## 9.7 Public Holidays

- (a) Employees, other than Casual Employees, are entitled to the following public holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, Show Day (in the location where the Employee is primarily based for work), Christmas Day, Boxing Day, Labour Day, or any other day appointed under the *Holidays Act 1983* (Qld), or any other applicable legislation.

- (b) The Employer may request an Employee to work on a public holiday.

## 9.8 Long Service Leave

All Employees are entitled to long service leave in accordance with applicable State legislation.

## 9.9 Unpaid Family and Domestic Violence Leave

All employees shall be entitled to unpaid family and domestic violence leave in accordance with the NES.

## 9.10 Worker's compensation

If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employer's contract of employment shall remain intact during the period of absence.

# 10. Termination of Employment

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## 10.1 Termination with notice

- (a) Termination of employment will be triggered for Full-Time Employees and Part-Time Employees by the Employer or an Employee giving the required period of notice in this clause, or, in the case of the Employer, by the payment of wages in lieu of all or part of the notice period.
- (b) During the probationary period, either the Employee or the Employer may terminate the employment by giving the other Party one (1) week's written notice of termination, or, in the case of the Employer, payment in lieu of notice.
- (c) The following minimum notice periods apply for Full-Time Employees and Part-Time Employees, unless otherwise agreed in writing by the Employer and an individual Employee:

Period of Continuous Service	Period of Notice
Up to 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks

More than 5 years

4 weeks

- (d) The Employer must provide an additional one (1) week's notice of termination, or payment in lieu thereof, where a Full-Time Employee or Part-Time Employee has completed a minimum of 2 years' continuous service with the Employer and is over 45 years of age at the end of the day on which the Employer notifies the Employee of their dismissal. There is no requirement for the Employee to give an additional week's notice on the basis of the Employee's age and minimum period of continuous service.
- (e) Either Party may terminate a Casual Employee's employment by giving one (1) hour's notice, or the payment or forfeiture of one (1) hour's wages in lieu of notice.
- (f) The Parties agree that where an Employee fails to give the Employer the required period of notice of termination in accordance with this clause, the Employer may deduct from any monies payable to the Employee on termination under this Agreement an amount equal to the value of the wages the Employee would have received for working out the unserved period of notice.

#### **10.2 Termination without notice**

- (a) Nothing in clause 10.1 affects the right of the Employer to dismiss an Employee without notice for neglect of duty or Serious Misconduct. In such cases, wages will be paid up to the time of the dismissal only.
- (b) The Employer reserves the right to stand down Employees on full pay in order to investigate an allegation that the Employee has engaged in Serious Misconduct.

#### **10.3 Return of Property**

The Parties agree that immediately upon termination of the Employee's employment in accordance with this clause, the Employee must return to the Employer all items of property belonging to the Employer in the Employee's possession or control, including, but not limited to, any confidential information or intellectual property of the Employer.

#### **10.4 Abandonment of Employment**

- (a) An Employee who is absent from the workplace, and who fails to report to the Employer as required, for a continuous period of 3 working days without the consent of the Employer and without good cause, shall be deemed to have abandoned their employment as of the last day worked by the Employee.
- (b) Should the Employee be deemed to have abandoned their employment, the Employer will treat the Employee's employment as at an end subject to giving requisite notice set out in clause 10.1 of this Agreement.

#### **10.5 Medical Examinations**

The Employer may, at the Employer's expense, require an Employee to attend an examination by a medical practitioner nominated by the Employer where the Employer has reason to believe that the Employee is unfit for duty due to illness, injury, intoxication or any other medical reason.

#### **10.6 Redundancy Pay**

In addition to the period of notice prescribed for ordinary termination in clause 10.1, and subject to further order of the Commission, an employee, whose employment is terminated for reasons other than misconduct or refusal of duty, shall be entitled to redundancy pay in accordance with the Award.

## **11. Drug and Alcohol Use and Testing**

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### **11.1 Use of Drugs and Alcohol Prohibited During Working Hours**

- (a) The Employees agree that they will not bring any alcohol onto a work site and will not consume alcohol on a work site or at any time during working hours.
- (b) The Employees agree that they will not use or sell any illicit drugs during working hours, or bring illicit drugs onto a work site.
- (c) Each Employee agrees to inform the Employer if the Employee is taking a prescribed medicine or drug that may affect or impair the Employee's ability to perform their work in a safe manner, including, but not limited to, the safe operation of machinery and plant.

### **11.2 Participation in Drug and Alcohol Testing Program**

The Employer reserves the right to conduct both random and for-cause drug and alcohol testing of its Employees.

## **12. Dispute Resolution Process**

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- (a) If a dispute relates to:
  - (i) a matter arising under the Agreement; or
  - (ii) the NES,this term sets out procedures to settle the dispute.
- (b) An Employee who is a Party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee, or Employees, and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a Party to the dispute may refer the matter to the FWC.
- (e) The FWC may deal with the dispute in 2 stages:
  - (i) the FWC 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 FWC is unable to resolve the dispute at the first stage, it may then:
    - (A) arbitrate the dispute; and
    - (B) make a determination that is binding on the Parties.
- (f) While the Parties are trying to resolve the dispute using the procedure in this term:
  - (i) an Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health and safety; and

- (ii) an Employee must comply with a direction given by the Employer to perform available work at the same workplace, or at another workplace, unless:
    - (A) the work is not safe; or
    - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (C) the work is not appropriate for the Employee to perform; or
    - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The Parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **13. Individual Flexibility Arrangement**

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### **13.1 Individual Flexibility Arrangement**

The Employer and an Employee may agree to make an individual flexibility arrangement to vary the terms of this Agreement if:

- (a) this Agreement deals with one or more of the following matters:
  - (i) arrangements for 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 the Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

### **13.2 Better Off Over All**

The Employer must ensure that any individual flexibility arrangement entered into results in the Employee being better off overall than they would have been had no arrangement been entered into.

### **13.3 Evidenced in Writing**

Any individual flexibility arrangement agreed to under clause 13.1 must be evidenced in writing and signed by the Employer and covered Employee. Where the Employee is under 18 years of age, the arrangement must be signed by a parent or guardian.

### **13.4 Terms**

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

- (a) are about permitted matters under the Act;

- (b) are not unlawful terms under the Act;
- (c) include details of:
  - (i) the terms of this Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of those terms; and
  - (iii) how the covered 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
- (d) include the:
  - (i) name of the Employer and covered Employee; and
  - (ii) day on which the arrangement commences.

### **13.5 Copy of Flexibility Arrangement**

A copy of an individual flexibility arrangement entered into under clause 13.1 must be given to the covered Employee within 14 days of the arrangement being agreed to.

### **13.6 Termination**

An individual flexibility arrangement made under clause 13.1 can be terminated by the Employer and covered Employee:

- (a) by giving written notice of not more than 28 days to the other Party; or
- (b) at any time if the Parties agree to terminate the arrangement in writing.

## **14. Consultation Term**

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### **14.1 Application of term**

- (a) This term applies if the Employer:
  - (i) 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 significant effect on Employees of the enterprise; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### **14.2 Major change**

- (a) The Employer must notify the relevant Employees of the decision to introduce the major change.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- (ii) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.
- (d) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees:
    - (A) the introduction of the change; and
    - (B) the effect the change is likely to have on the Employees; and
    - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion, provide, in writing, to the relevant Employees:
    - (A) all relevant information about the change, including the nature of the change proposed; and
    - (B) information about the expected effects of the change on the Employees; and
    - (C) any other matters likely to affect the Employees.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) 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 subclauses 14.2(a), 14.2(b) and 14.2(d) of this term are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of the Employer's workforce, or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.

### **14.3 Change to regular roster or ordinary hours of work**

- (a) The Employer must notify the relevant Employees of the decision to introduce the change to regular roster or ordinary hours of work.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
  - (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion, provide to the relevant Employees:
    - (A) all relevant information about the change, including the nature of the change proposed; and
    - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (C) any other matters likely to affect the Employees; and
  - (iii) invite the relevant Employees to give their views about the impact of the change (including any in relation to their family or caring responsibilities).
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

### **14.4 Meaning of 'relevant Employees'**

In this term, "relevant Employees" means the Employees who may be affected by the change.

## SCHEDULE 1

### Classifications

Position	Classification
New Entrant Labourer	CW/ECW Level 1(a)
Junior Labourer (after 3 months experience in the industry)	CW/ECW Level 1(b)
Senior Labourer (after 12 months experience)	CW/ECW Level 1(c)
Advanced Labourer (more than 12 months experience who works on their own subject to general supervision)	CW/ECW Level 1(d)
Basic Scaffolder (works on their own subject to limited supervision)	CW/ECW Level 2
Intermediate Scaffolder	CW/ECW Level 3
Advanced Scaffolder	CW/ECW Level 4

### Ordinary Wage Rates

#### *Inclusive of Industry Allowance*

Classification	Full/Part-Time	Casual (25% loading)
New Entrant Labourer - CW/ECW Level 1(a)	\$23.63	\$29.54
Junior Labourer - CW/ECW Level 1(b)	\$24.07	\$30.09
Senior Labourer - CW/ECW Level 1(c)	\$24.38	\$30.48
Advanced Labourer - CW/ECW Level 1(d)	\$24.80	\$31.01
Basic Scaffolder - CW/ECW Level 2	\$25.27	\$31.59
Intermediate Scaffolder - CW/ECW Level 3	\$25.97	\$32.47
Advanced Scaffolder - CW/ECW Level 4	\$26.75	\$33.44

## Overtime Rates

### *Inclusive of Industry Allowance*

Classification	Full/Part-Time			Casual		
	150%	200%	250%	175%	225%	275%
New Entrant Labourer - CW/ECW Level 1(a)	\$35.45	\$47.27	\$59.09	\$41.36	\$53.18	\$65.00
Junior Labourer - CW/ECW Level 1(b)	\$36.11	\$48.15	\$60.19	\$42.13	\$54.17	\$66.21
Senior Labourer - CW/ECW Level 1(c)	\$36.58	\$48.77	\$60.96	\$42.67	\$54.87	\$67.06
Advanced Labourer - CW/ECW Level 1(d)	\$37.21	\$49.61	\$62.01	\$43.41	\$55.81	\$68.21
Basic Scaffolder - CW/ECW Level 2	\$37.91	\$50.55	\$63.19	\$44.23	\$56.87	\$69.51
Intermediate Scaffolder - CW/ECW Level 3	\$38.96	\$51.95	\$64.94	\$45.46	\$58.44	\$71.43
Advanced Scaffolder - CW/ECW Level 4	\$40.13	\$53.51	\$66.89	\$46.82	\$60.20	\$73.58

### Allowances – All employees

Allowance	Amount
Scaffolding or rigging certificate allowance	\$0.79/hour
Fares and travel pattern allowances	\$20.32/day

Signing page

Executed as an agreement

Signed for and on behalf of The Trustee for Hunts Family Trust trading as Storm Scaffolding  
ABN 28 325 265 900

  
The Trustee for Hunts Family Trust trading as Storm Scaffolding - Signature

Jeff Hunt  
The Trustee for Hunts Family Trust trading as Storm Scaffolding - Name

Director  
Authority to sign / Position Title

8-02-23  
Date Signed

The Trustee for Hunts Family Trust trading as Storm Scaffolding - Address

59 GEORGE ST, BEENLEIGH  
Date Signed

  
Signature of Witness

NATHALIA MARTINI RECH  
Witness Name

29-43 Varsity Parade, Varsity Lakes  
Witness Address

8-02-23  
Date Signed

Signed for and on behalf of Employees

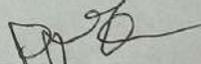
  
Signature of Employee

RYAN BUGAY  
Employee Name

SCAFFOLDER  
Authority to sign / Position Title

Employee Address

8-02-23  
Date Signed

  
Signature of Witness

DYLAN WEST  
Witness Name

2017 Beaudesert Beenleigh Road  
Tomboine  
Witness Address

8-02-23  
Date Signed