



**Xtreme Engineering Pty Ltd**

**Enterprise Agreement 2024**

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## **PART 1 INTRODUCTION**

### **1.1. TITLE**

This Agreement will be known as the Xtreme Engineering Pty Ltd Enterprise Agreement 2024 (herein referred to as "the Agreement").

### **1.2. PARTIES BOUND**

The parties to this Agreement are:

- a) Xtreme Engineering Pty Ltd (the Employer)
- b) All Employees of Xtreme Engineering Pty Ltd whose classifications appear in this agreement.
- c) The Australian Manufacturing Workers' Union
- d) The Australian Workers Union.

Where the term "parties" is used in this agreement it refers to the parties identified in this clause.

### **1.3 COMMENCEMENT DATE AND DURATION**

This agreement will be effective from the date of approval by Fair Work Australia, and it will continue in force until terminated or replaced by another Enterprise Agreement. The nominal expiry date is 30 May 2027.

### **1.4 POSTING OF AGREEMENT**

A full readable copy of this Agreement will be exhibited in a convenient location in the workplace of the Employer, so it is readily accessible to all Employees.

### **1.5 INTENT**

The intent of this Agreement is to create a framework for the Parties to achieve a mutually rewarding work environment where work is performed harmoniously, and any issues are dealt with in a proper and timely manner.

This Agreement is to cover the operations of Xtreme Engineering Pty Ltd and their Employees while engaged at or in conjunction with work at a Gladstone Xtreme Engineering Workshops, and on maintenance and minor construction work on sites in Australia.

The Parties agree that this Agreement will:

- provide appropriate reward and recognition for Employees consistent with their performance;
- encourage Employees to develop skills and competencies essential for the discharge of the job assigned to Employees;
- encourage Employees to be innovative and flexible in their approach to their job consistent with the policies and procedures of the Employer applying from time to time;
- contribute to the creation of a work ethic, amongst those persons employed by the Employer wherein responsibility is accepted by the individual and the team;
- establish and maintain a safe and healthy harmonious workplace; and
- encourage Employees to achieve permanent best practice standards in all aspects of the organisation's operations.

### **1.6 RELATIONSHIP TO THE AWARD**

This agreement will form and regulate the minimum wages and conditions of employment for all work.

- a) The terms of the Manufacturing & Associated Industries and Occupations Award 2020, as varied from time to time, are incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- b) In this Agreement references to the Award will mean the Award as incorporated into the Agreement unless the context requires otherwise.
- c) Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an Award. So, for example, the loadings, penalties, and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.

## 1.7 COMPLIANCE WITH STATUTORY REQUIREMENTS

The Parties will adhere to the requirements of all applicable Acts of the Parliament of the Commonwealth and State and therefore comply with the relevant requirements of all those ordinances, regulations, by-laws, orders and proclamations made or issued under any Act.

## 1.8 NATIONAL EMPLOYMENT STANDARDS

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

## 1.9 No EXTRA CLAIMS

The parties acknowledge that no extra claims will be made during the term of this Agreement and that the Agreement is intended to cover the whole field of relevant employment.

## 1.10 VARIATION TO AGREEMENT

The parties to this Agreement acknowledge that this Agreement can be varied by consent of both parties at any time by complying with the relevant provisions of the federal Fair Work Act 2009, as amended from time to time.

## 1.11 DEFINITIONS

The terms contained in the Agreement have the following definitions:

- 1.11.1 **“We”, “Us”, “Our”, “Employer” or “the Company”**, it means or refers to Xtreme Engineering Pty Ltd.
- 1.11.2 **“You”, “Your” and “Employee”**, means or refers to an Employee bound by this Agreement.
- 1.11.3 **“Agreement”**, means the “Xtreme Engineering Pty Ltd Enterprise Agreement 2021.
- 1.11.4 **“Act”**, it means the “Fair Work Act 2009” as amended from time to time.
- 1.11.5 **“Our Client”**, means an organisation/individual to which we are contracted to deliver services.
- 1.11.6 **“Award”** means the Manufacturing & Associated Industries and Occupation Award 2020.
- 1.11.7 **“Parties”** means the Parties bound by this Agreement as listed in section 1.2 of this Agreement.
- 1.11.8 **“Union”** means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU) and the Australian Worker’s Union (AWU).
- 1.11.9 **“Afternoon Shift”** means any shift where ordinary hours finish after 6.00pm and at or before 12 midnight.
- 1.11.10 **“Night Shift”** means any shift finishing subsequent to 12 midnight and at or before 8.00am.
- 1.11.11 **“Day Worker”** means an Employee engaged other than as a shift worker, and whose ordinary hours are worked between 6.00am and 6.00pm.
- 1.11.12 **“Shift worker”, for the purposes of s87 (1) (b) of the Fair Work Act 2009**, means an Employee engaged by the company required to work as a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.
- 1.11.13 **“Workshop”** means any Xtreme Engineering Pty Ltd owned, rented or leased premises.
- 1.11.14 **“Site”**, means any place work is carried out other than an Xtreme Engineering Pty Ltd owned, rented or leased premises.
- 1.11.15 **“Immediate family”** means:
- spouse or former spouse
  - de facto partner or former de facto partner
  - child

- parent
- grandparent
- grandchild
- sibling, or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

1.11.16 **"Household member"** means any person who lives with the Employee.

1.11.17 **"Consultation"** means, to engage in a discussion of issues and/or proposals and consider each party before a course of action is embarked upon. Consultation will not only be in appearance but in fact.

## 1.12 RELATIONSHIP TO EMPLOYER POLICIES & PROCEDURES

Company policy and procedures will supplement the clauses in this Agreement. Where there is any disparity between Company policy and this Agreement, the Agreement will prevail.

## 1.13 PROBATIONARY PERIOD

All Employees will be initially engaged for a probationary period of up to three (3) months or less if determined by the Employer. At the successful completion of an Employee's probationary period, they will become eligible for continuing employment.

Should an Employee through illness, injury or for any other legitimate reason that is supported with the required documentary evidence outlined in this Agreement and is unable to complete the hours required for their probationary period, the Employer reserves the right to extend the probationary period for the duration of the absence.

At the discretion of the Employer, an Employee who has previously served a probationary period with the Employer may not be required to complete a second probationary period where the Employee is re-employed.

## 1.14 LAWFUL DIRECTIONS

The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence, and training, provided that the Employee has been properly trained in the use of such equipment and tools.

## 1.15 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (1) The 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 one 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 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.
- (2) The Employer must ensure the terms of the individual flexibility arrangement:
  - (a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) Result in the Employee being better off overall than the Employee would if no agreement was made.

- (3) The Employer must ensure that this individual flexibility arrangement:
  - (a) Is in writing; and
  - (b) Includes the name of the Employer and Employee; and
  - (c) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) Includes details of:
    - (i) The terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) How the arrangement will vary the effect of the terms; and
    - (iii) How the Employee will be better off overall in relation to the terms and conditions to 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 twenty-eight (28) days written notice to the other party to the arrangement; or
  - (b) If the Employer and Employee agree in writing – at any time.

#### **1.16 CONSULTATION**

The Company recognises and supports early and genuine consultation with Employees, Employee representatives, where appointed, and other representatives in implementing this clause. The parties acknowledge the Company has a geographically and operationally diverse set of business operations and in order to consult effectively, the Company utilises a range of consultative mechanisms appropriate to the nature of its business and the situation involved.

##### **(a) Application**

This clause applies where the Company proposes to introduce:

1. a major change for example to production, program, organisation, structure, or technology; and the change is likely to have significant effects on Employees of the Company or
2. a change to a regular roster or ordinary hours of work of Employees.

##### **(b) Significant Effect / Redundancy**

A major change is likely to have a significant effect on Employees if it results in the termination of the employment of Employees, major change to the composition, operation or size of the Company's workforce or to the skills required of Employee's, the elimination or diminution of job opportunities (including opportunities for promotion or tenure), the alteration of hours of work, the need to retrain Employees, the need to relocate Employees to another workplace or the restricting of jobs, or a change to the regular roster or ordinary hours of work.

Where a major change arises and it has not already done so, the Company will provide in good time, to the affected Employees and a nominated Employee Representative, if requested by any affected Employee, relevant information including:

- The reasons for the proposed major change,
- The effect the change is likely to have on the Employee(s);
- Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.

For the purposes of the discussion the Company must provide in writing to the relevant Employee's:

- All relevant information about the change including the nature of the change proposed; and
- Information about the expected effects of the change on the Employee; and
- Any other matters likely to affect the Employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

The Company will give prompt and genuine consideration to matters that may arise about the major change by the relevant Employees.

**(c) Changes to Regular Roster or Ordinary Hours of Work**

The Employer is required to consult the Employees to whom this Agreement applies about a change to their regular roster or ordinary hours of work. For a change to the Employee's regular roster or ordinary hours of work, the Employer as soon as practicable after proposing to introduce the change must discuss with the relevant Employees the introduction of the change; and:

For the purposes of the discussion:

- Provide information to the Employees about the change; and
- Invite the Employees to give their views about the impact of the change, (including any impact in relation to their family or caring responsibilities); and
- Consider any views given by the Employees about the impact of the change

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**(d) Employee Representative**

The affected Employees are entitled to and may appoint a representative for the purposes of consultations.

Where the Employee or Employees advise the Employer of the identity of the representative, The Employer will recognise the representative.

**PART 2 CONTRACT OF EMPLOYMENT AND RESPONSIBILITIES**

**2.1 ENGAGEMENT**

The nature of employment will be specified at the time of engagement. On employment, the Employer will provide to the Employee, the following:

- (i) The status of the position, whether it is full-time, part-time, casual or fixed term / project;
- (ii) The hours of attendance required by the Employee for the efficient performance of the Employee's duties.
- (iii) The ordinary hourly rate of pay in accordance with this Agreement.
- (iv) Any other terms and conditions of employment relevant to the position.

**2.2 IMMIGRATION COMPLIANCE**

The employer recognises its obligations in respect of compliance with Australian immigration laws.

Prospective Employees may be required to complete an authority which authorises the Employer to obtain from the Department of Immigration and Citizenship details of their immigration status.

No person, other than an Australian Citizen or Permanent Resident, will be employed by the Employer unless it is verified that they have the Right to Work in Australia.

**2.3 CONTRACT OF EMPLOYMENT**

**2.3.1 Permanent, Full Time Employee**

Permanent Full-time Employees will be employed to work an average of 38 ordinary hours per week, but not exceeding 152 hours in 28 days.

**2.3.2 Permanent, Part-Time Employee**

Permanent Part-time Employees will be employed on the basis their regular ordinary hours of work are less than 38 hours per week.

A Permanent, Part-Time Employee is an Employee who:

- (a) Is employed for more than eight (8) but less than thirty-eight (38) ordinary hours per week; and

- (b) Has reasonably predictable hours of work; and
- (c) Receives on a pro rata basis, the terms and conditions as a full-time Employee covered by this Agreement.

A Permanent part-time Employee unless otherwise agreed, will be engaged for a minimum of 4 consecutive hours on each occasion.

Permanent Part-time Employees will be entitled to all provisions of this Agreement, with payment in respect of annual leave, statutory holidays, and personal/carer's leave, on a proportionate basis calculated on the normal, ordinary hours the Employee works.

### **2.3.3 Casual Employee**

A Casual Employee will mean an Employee engaged as such to work as required and will be paid for ordinary hours an hourly rate for the level of work they have been engaged to perform plus a 25% casual loading for ordinary hours Monday to Friday. This loading constitutes part of the Casual Employees all-purpose rate and will be known as the Casual All Purpose Ordinary Rate.

Casual Employees will be paid a minimum of 4 hours pay on each engagement.

Should a Casual Employee not be able to attend for work as rostered they are required to advise the Employer as soon as possible of their absence.

A Casual Employee will not be entitled to Annual leave, paid Personal/Carers leave, and Public holidays not worked.

#### **2.3.3.1 Casual Conversion**

- (i) A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Employer for a sequence of periods of employment under this agreement during a period of six months will thereafter have the right to request to have his or her contract of employment converted to Full-time employment or Part-time employment if the employment is to continue beyond the conversion process. The Employer will comply with this request.
- (ii) In the event a Casual Employee does not request for their status of employment to be changed in (i) above the Employer will after 12 months offer conversion in line with the provisions outlined in the National Employment Standards (NES).

### **2.3.4 Fixed-Term Temporary / Project Employee**

Fixed term/ Project Employee will mean an Employee who is engaged to work for a specific task or period of time. A fixed term / project Employee will for all intents and purposes receive the same benefits under this agreement as would a full-time Employee. All accruals and entitlements will be calculated on a pro-rata basis.

A fixed term / project Employee, who has their employment terminated for wilful or serious misconduct, will only receive payment up until the time of termination.

## **2.4 DUTY/RESPONSIBILITY**

All Employees must diligently perform all duties and responsibilities of their employment in accordance with the Employee's classification.

It is understood that due to the changing environment there may be a need for workplace flexibility. Therefore, the work Employees are engaged in may need to change to reflect the working environment during the life of the employment relationship. Should changes occur they will be managed through a process of consultation outlined in part 1.17 of this Agreement, due consideration of the Employee's skill and competence levels and an acknowledgment that additional training will be provided if required.

Employees may be required to travel and spend time away from their allocated job site for extended periods as a requirement of the job.

## **2.5 INCIDENTAL OR PERIPHERAL TASKS**

The Employer may require an Employee to carry out such duties as are within the limits of the Employee's skill, competence, and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling, or termination of other roles.

## **2.6 OCCUPATIONAL HEALTH AND SAFETY (OH & S)**

The parties will comply with the relevant Acts, Regulations, Codes of Practice and the Employer's Safety Policies and procedures as amended from time to time.

## **2.7 TRAINING/TICKETS & LICENSING**

Training is an important and integral part of the ongoing relationship and Employees will be provided with training as necessary to enhance and broaden their work skills and employability with the Employer.

Prior to commencement, and thereafter as required, Employees will be advised of the tickets/licenses they must possess to perform their duties. It is a condition of employment that tickets/licences are obtained within the required time frames by the Employee. Renewal of tickets and licencing will be maintained by the Employer for Permanent Employees and Apprentices. The Employer may at their discretion maintain Casual Employees tickets and licencing in other circumstances. Employees are required to provide the Employer with documentary evidence of tickets/licenses that they possess.

Employees may be requested by the Employer to attend training or further education during working hours and / or outside working hours and / or in addition to working hours. The Employer will pay all the costs of this training for further education at ordinary rates.

## **2.8 LOSS OF VALIDATION OF LICENCES/CERTIFICATES**

Employees will notify the Employer in the event of cancellation or suspension of licenses and/or certificates required for the performance of their duties. Failure to possess or maintain such tickets/licenses may result in action up to and including termination in cases where the failure to hold such a ticket/licence prevents the Employee from fulfilling their contract of employment.

Should either a licence or certificate held by an Employee be cancelled or suspended and the Employee has notified the Employer, all possible alternate employment options will be examined and where practicable provided by the Employer.

## PART 3 REMUNERATION AND CLASSIFICATIONS

### 3.1 CLASSIFICATION LEVELS

Employees engaged under this Agreement will be paid the base hourly rates of pay set out in the table below in accordance with their classification level. Upon engagement, the Employer will determine the appropriate classification for an Employee based on the Employee's skills, qualifications and experience and in consideration of the substance of the duties which the Employee will be required to perform.

Provision of any training and relevant assessment that is required to progress between levels is at the sole discretion of the Employer.

The classifications under this Agreement are not intended to limit the work which the employee may be required to perform, provided that such duties are within the Employee's skills, competence, qualifications and training.

The criteria for each job classification are to be read as guidelines to determine the appropriate classification level of Employees governed by this Agreement. They are an indicative guide only and it is a condition of employment that at any particular level Employees may be expected to undertake duties of any level lower than their own.

Classifications are located in Part 11 - Schedule of this agreement.

### 3.2 WAGE RATES & ALLOWANCES

#### 3.2.1 Hourly Wage Rates

Hourly wage rates are effective from the first full pay period after Date of Approval of the Agreement:

Classification		Occupation	First full pay period after Date of Approval	Date of Approval +12mths 3.5%	Date of Approval +24mths 3%
<b>Trade</b>	Level 3	Special Class Welder and Special Class Machinist	48.24	49.92	51.42
	Level 2	Tested Welder	45.94	47.55	48.98
	Level 1	Tradesperson (Boilermaker / Mechanical Fitter / Painter / etc.)	41.83	43.29	44.59
<b>Non-Trade</b>	Level 7	Crane >100t or Advanced Dual Rigger & Scaffolder	41.83	43.29	44.59
	Level 6	Crane >60t <100t	41.37	42.82	44.11
	Level 5	Crane >20t <60t  Advanced Rigger or Advanced Scaffolder Ticket  Polywelder & Tubefitter and other non-trade qualified Occupation	40.97	42.40	43.67
	Level 4	Intermediate ticket of a prescribed occupation  Crane <20t	39.73	41.12	42.36
	Level 3	Basic ticket of a prescribed occupation  Dogger and Non-Slew Crane	37.64	38.96	40.13
	Level 2	Experienced & Skilled TA	35.53	36.78	37.88
	Level 1	Labourer / Entry Trades Assistant	33.44	34.61	35.65

**3.2.2 Junior Rates**

Juniors will be paid the following rates based on Level 1 Trades Assistant, provided that these rates will not fall below those rates determined by the Australian Fair Pay and Conditions Standard for junior Employees.

<b>Age</b>	<b>% of Level 1 Trades Assistant</b>
Under 17 years	55%
17 years old	65%
18 years old	75%
19 years old	85%

**3.2.3 Apprentices**

Apprentices will be entitled to all provisions contained in this Agreement. Apprentices will be paid in accordance with the following percentage rates of the level 1 tradesperson.

<b>Upon Commencement</b>	<b>Junior</b>	<b>Adult (21+)</b>
Year 1	55%	80%
Year 2	65%	85.5%
Year 3	75%	88%
Year 4	90%	90%

A permanent Employee who undertakes an adult apprenticeship will not be financially disadvantaged by a reduction in wages and will remain on the ordinary rate of pay that they were employed on immediately prior to commencing the apprenticeship if the apprenticeship rate is lower.

**3.2.4 Working Away Allowance**

Employees required to work away from an Xtreme workshop will be paid an additional amount as outlined in the Working Away Table below and will be paid a flat amount for all hours worked as per the table below.

Working Away Table

<b>Condition</b>	<b>Flat Hourly Payment</b>
If required to work away from an Xtreme workshop on a worksite within a 150km radius of Gladstone. NB. This may require an Employee to reside in Company supplied or camp accommodation from time to time	\$3.00
If required to undertake work outside of the 150km radius from Gladstone	\$5.50
If required to undertake work outside the Qld state boundary	\$7.00

*An example of the above – an employee works away from an Xtreme Workshop and the work being undertaken is greater than a 150km radius from an Xtreme Workshop for 10 hours but inside the state boundary – the employee is to be paid 10 hours x \$5.50 for that time.*

Where an Employee is required to work on a site that is covered by specific wage rates and travel allowances and there is a significant disadvantage to the Employee in relation to others working on that site, the Employee may request that the Employer address the disadvantage for the specific period of engagement on that site. In the event that an alternate arrangement is agreed between the Employee and Employer regarding site specific rates then the allowances in the Working Away Table will not apply.

**3.2.5 Leading Hand Allowance**

A Leading Hand will mean an Employee who is appointed as such by the Employer to plan and direct the work of other Employees.

While occupying the position of Leading Hand, Employees will be paid the following additional rate to their hourly rate as stated above in 3.2.1:

<b>In charge of</b>	<b>% of Employee's Base Rate</b>
3 to 10 Employees	3.0%
11 to 20 Employees	4.5%
20 plus Employees	6.0%

The additional payment for leading hands will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, personal/carer's leave, public holidays, week-end work etc.

### **3.2.6 Tool Allowance**

Employees covered by the Agreement will be paid a flat rate tool allowance each week to supply and maintain tools ordinarily required in the performance of their work in accordance with Appendix A and the classifications in the Tool Allowance table:

Tool Allowance Table

<b>Classification</b>	<b>Weekly Amount</b>
Tradespersons and Apprentices	\$30.00
Employees employed as Scaffolders	\$15.00

### **3.2.7 Retention Bonus**

An employee who has five (5) years or more continuous service with the Employer as a permanent employee will be entitled to be paid a flat amount of \$50.00 per week. Where an Employee eligible for this payment has been recorded as being on unauthorised leave for any part of a rostered work week this bonus is not payable for that week.

## **3.3 ACCOMMODATION & TRAVEL**

### **3.3.1 Accommodation**

Where Employees are required to work in localities that is not their normal place of residence, the Employer will provide full food and board free of charge. The accommodation will be in single, reverse cycle air-conditioned rooms, containing fridges and TV where available. Rooms will be serviced weekly.

### **3.3.2 Travel**

Employees will be paid the appropriate travel time at the commencement and completion of their deployment. Such travel time will be paid at the rate of single time and on Sundays and Public Holidays will be paid single time plus 50%.

No payment for travel time is made from the accommodation to site and return unless agreed to by the parties involved.

## **3.4 PAYMENT OF WAGES**

Employee's wages will be paid weekly by Electronic Funds Transfer (EFT) to a bank account of the Employee's choice, or any other way as mutually agreed between the Employee and the Employer.

## **3.5 TIMESHEETS**

Employees may be required to complete their timesheets on a daily basis and provide the complete timesheet to the Employer on a daily basis, unless otherwise agreed between the Employer and the Employee concerned. Timesheets are to be completed in full and are to provide an accurate reflection of the Employee's hours they have worked, any breaks, as well as any other information the Employer reasonably requires in order to pay the Employee correctly. All timesheets must be signed off by the relevant Supervisor.

While Employees are on a site other than their usual place of work, they may be required to complete a Time and Materials Book making provisions for any site allowances or other allowances as detailed

in this agreement.

Falsification of timesheets is considered fraud and may lead to disciplinary action up to and including termination of employment.

### **3.6 SUPERANNUATION**

The Employer will make superannuation contributions as required under the Superannuation Guarantee (Administration) Act 1992 (Cth) on behalf of each employee.

If a new Employee does not nominate a specific superannuation fund and provide the Employer with the necessary documentation, The Employer will comply with legislative requirements and make contributions to the “stapled fund” identified by the ATO.

In the absence of a “stapled fund” being identified by the ATO, the Company will make superannuation contributions to a MySuper compliant fund of its choice, such as Australian Super.

Contributions will continue to be paid on behalf of an eligible Employee during any absence on paid leave such as annual leave, long service leave, statutory holidays, personal/carer’s leave and compassionate leave. The Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences.

### **3.7 SALARY SACRIFICING**

By mutual agreement between the Employee and the Employer, Employee’s may sacrifice any portion of their wage provided that any such arrangements comply with all relevant legislative requirements as well as the Employer’s policy on salary sacrificing. Provided that the Employer will only consider requests that are cost neutral to the Employer, and the Employee has sought proper independent advice.

## **PART 4 HOURS OF WORK, REST BREAKS**

### **4.1 ORDINARY HOURS OF WORK**

The ordinary hours of work will be an average of thirty-eight (38) hours per week and will be worked between Monday to Friday inclusive. Application of an average of a thirty-eight (38) ordinary working week may vary from Employee to Employee, from time to time to suit operational requirements. This can be done provided that no more than eight (8) hours ordinary time is worked per day. In addition to these hours, Employees may be required to work a reasonable amount of overtime if requested.

#### **4.1.1 Scope of Hours**

The ordinary hours of work prescribed in clause 4.1 will be worked continuously, except for meal and rest breaks between the hours of 6:00 am and 6:00 pm. This spread of hours may be altered by 1 hour at either end of the shift by mutual agreement between the Employer and the Employee/s concerned and will be deemed as ordinary hours.

#### **4.1.2 Starting and Finishing Times**

Starting and finishing times will be by mutual agreement between the Employee/s and the Employer, except where business needs dictate. The Employer, after consultation with the Employees affected, may alter the starting and finishing times.

Employees are required to observe the nominated starting and finishing times for the working day, including designated breaks to maximise available working time.

### **4.2 OVERTIME**

Where a day worker is required to work more than their ordinary hours on any one day they will be paid at the following rates of pay:

Day	First Two (2) Overtime	Time Thereafter
Monday to Saturday inclusive	Time and one half	Double time
Sunday	Double time	Double time

Public Holidays- Double time and one half within the usual ordinary hours, that is – Time and one half for the time worked plus the statutory pay for the Public Holiday	Triple times normal rate	Four times normal rate time
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Employees will not work any overtime unless they have been instructed to do so by the Employer or where other agreed arrangements are in place. Unauthorised overtime will not be paid as it will be considered voluntary hours.

Casual Employees when performing work on overtime, weekend work and public holidays will be paid in accordance with the above table using their appropriate hourly rate relevant to their classification plus 25% loading as outlined in Sub clause 2.3.3 for all hours worked e.g. Where the relevant penalty rate is;

- (a) Time and one half, the Casual Employee must be paid 150% of the Casual All Purpose Ordinary Rate for the prescribed Employee classification.
- (b) Double time, the Casual Employee must be paid 200% of the Casual All Purpose Ordinary Rate for the prescribed Employee classification.
- (c) Double time and a half on a public holiday prescribed by the NES to be paid at 250% within the usual ordinary hours of the Casual All Purpose Ordinary Rate prescribed for in the Employees classification.

#### 4.3 MEAL BREAKS & REST PAUSES

Meal and rest breaks will be taken as follows for example:

- 8-hour shift – one paid break totaling 30 minutes.
- 10-hour shift – one paid and one unpaid break totaling 60 minutes.
- 12-hour shift – two paid breaks totaling 60 minutes.

The 30-minute meal break will be unpaid and will be taken at a mutually agreed time usually at the middle of a shift period.

Employees who work for a period of 12 consecutive hours' duration (including any ordinary hours) are entitled to two paid rest pauses totaling 60 minutes.

Employees who work afternoon or night shift will have meal and rest breaks paid totally 60 minutes.

Meal breaks will be evenly spaced during the day and will be taken at a time that is mutually agreed between the Employee and the Employer that will not unnecessarily disrupt the Employer's operation.

Meal breaks will be moved to suit production requirements without penalty. Such a movement of breaks should not result in an Employee having to work more than 5 hours without a break.

#### 4.4 MEAL ALLOWANCE

An employee will be provided with a meal or paid meal allowance of \$20.00 per occasion where the employee is required to work more than two (2) hours of overtime and the employee was not given notice of the requirement to work that overtime by the end of the previous work day or rostered shift.

#### 4.5 SHIFT WORK

Should operational requirements dictate, the Employer reserves the right to introduce a new shift work roster. The Employer will consult with the affected Employees as per the consultation clause 1.17 in developing the new shift work roster. Should the parties fail to reach agreement the matter will be progressed through the use of the Dispute Resolution Procedure located at clause 8.2 of this agreement.

Employees engaged on Afternoon and Night Shift will receive a shift allowance of 30% of the applicable rates for their ordinary time only as per clause 3.2.1. For the avoidance of doubt a Casual Employee will receive a shift allowance of 30% on their Casual Ordinary Rate for their ordinary time only.

All Employees will be entitled to rotate off Afternoon or Night Shift after 4 weeks on that shift, upon their request. Such request will not be unreasonably refused. No additional shift penalty will be paid to Employees electing not to request rotation off their shift.

Employees working on an Afternoon or Night Shift that does not continue for 5 successive afternoons or nights (exclusive of weekend breaks), will be paid for each shift 50% for the first two hours, and 100% for the remaining hours, in addition to their ordinary rate.

These rates will also apply to workers who have not received 48 hours' notice of the requirement to work shift. In this case, these rates will apply until the completion of 5 successive shifts or until the first weekend, subject to the shift continuing for 5 successive shifts.

Where a Public Holiday falls in the regular working week, the Public Holiday will be considered as part of the shift duration irrespective of whether it is worked or not.

Night shift will succeed the afternoon shift which will succeed the day shift, i.e., Tuesday day work is followed by Tuesday afternoon shift which is followed by Tuesday night shift.

## **PART 5 LEAVE PROVISIONS**

### **5.1 ANNUAL LEAVE**

Full-time permanent Employees will be entitled to 4 weeks of paid annual leave each year of service and this will accrue for each week of continuous employment. The annual leave accrual rate is based on ordinary hours worked by an Employee. Part-time and fixed term / project Employees will accrue annual leave on a pro-rata basis to that of a full-time Employee.

An Employee who works as a Shift Worker as defined will be entitled to 1 additional week annual leave in accordance with s87 (1) (b) of the Fair Work Act 2009.

Payment to an Employee on annual leave will not be less than the Employee's ordinary wage rate prescribed by this agreement for the period of annual leave (excluding allowances and penalty payments) plus a loading of 17.5% of the Employee's ordinary wage rate for the period of annual leave or their projected roster entitlements, whichever is higher.

If the employment of an Employee is terminated before the expiration of a full year of employment, the Employee will be paid in addition to all other amounts due, any accrued annual leave up until the date of termination. The amount will be paid at the Employee's ordinary hourly rate (excluding any other penalties or allowances).

Employees are required to use any or all of their annual leave entitlements prior to any approved period of unpaid leave subject to Employer's approval. Employees will be required to provide the Employer with 4 weeks' notice of their intention to take annual leave. The Employer will attempt to comply with an Employee's request for annual leave and where mutual agreement cannot be achieved or operational requirements dictate, the Employer may refuse to grant the request for annual leave.

Employees may be required to take annual leave during a designated closure of the business, should this be required the Employer will provide Employees with the relevant dates at the appropriate time.

Where an Employee accrues excessive annual leave (eight (8) weeks) the Employer may request the Employee to take up to ¼ of their accrued leave on the provision of 2 weeks' notice or as otherwise mutually agreed.

Monies owing to an Employee for annual leave purposes will be paid to the Employee incrementally during the period of leave on their regular pay day or in advance, as mutually agreed between the Employee and the Employer.

Annual leave will be exclusive of any statutory holiday that occurs during the period of annual leave.

### **5.2 PERSONAL/CARER'S LEAVE**

Full-time permanent Employees will be entitled to 10 days personal/carer's leave each year of service and this will accrue for each week of continuous employment per annum. Employees will accrue leave progressively throughout the year of employment with the Employer. Personal/carers leave is available to Employees if they are sick or injured or are required to care for a member of their immediate family or household as defined in clause 1.11.15 of this agreement. Unused personal/carer's leave is cumulative from year to year.

Where an Employee plans to take personal/carers leave they are required to contact the Employer as soon as practicable prior to their scheduled commencement time and inform the Employer that they will not be attending work, and the approximate time they will be away from work.

Part-time and fixed term / project Employees will accrue personal/carers leave on a pro-rata basis in relation to the ordinary hours worked.

The Employer may require an Employee to take an amount of personal leave if, in the opinion of the Employer, the Employee is suffering from an illness or injury other than an injury that has been sustained during the duties of their employment that precludes the Employee from carrying out their duties or assigned tasks as required. Should an Employee be required to take personal leave at the Employer's request, the amount of leave taken will be debited from the Employees personal/carers leave accruals.

Unused personal / carer's leave will only be paid out upon termination other than misconduct to permanent full time Employees applying to accruals effective from the approval date of this agreement on the following basis:

- For less than one years' continuous service – No Payment.
- For more than one year but less than two years' continuous service – 50% of the unused balance accrued.
- For greater than two years' but less than three years continuous service – 75% of the unused balance accrued.
- For greater than three years – 100% of the unused balance accrued.

### **5.2.1 Payment for Personal Leave**

To be entitled to paid personal leave, an Employee, if requested must provide the Employer with notice and documentary evidence from either a duly qualified registered health practitioner or other document suitable to the employer, such as a statutory declaration. The document must state the time the Employee has been absent from the workplace due to illness or injury. Documentary evidence will be required for all personal leave claimed in excess of 2 days.

Where the Employer has sufficient cause to believe that the claim for personal leave payment for any day or all days claimed is not valid, may require proof of such sickness or illness for all personal leave taken. Should an Employee take personal leave immediately before or after a weekend, statutory holiday, they will be required to provide the necessary documentary evidence on each occasion.

Should sufficient evidence not be supplied, the leave claim may be deemed as unauthorised leave

### **5.2.2 Paid Carer's Leave**

To be entitled to paid carer's leave, an Employee must provide the Employer with notice and documentary evidence from either a duly qualified registered health practitioner as soon as reasonably possible or other document suitable to the Employer, such as a statutory declaration. This document must state that for the duration of the carer's leave the Employee is required to provide care or support to a member of their immediate family (as defined in Clause 1.11.15).

Where an Employee takes carer's leave immediately before or after a weekend, statutory holiday or rostered day off they will be required to provide the necessary documentary evidence on each occasion.

Should sufficient evidence not be supplied, the leave claim may be deemed as unauthorised leave.

### **5.2.3 Unpaid Carer's Leave**

All full-time and part-time Employees will be entitled to 2 days unpaid carer's leave per occasion. Unpaid carer's leave is only available to Employees if they have exhausted all paid carer's leave. Entitlement to unpaid carer's leave will be contingent on the Employee providing the Employer with the same notice as is required for paid carer's leave as detailed in Clause 5.2.2.

## **5.3 COMPASSIONATE LEAVE**

Full-time Employees are entitled to a single, unbroken period of 2 days paid leave or 2 separate periods of 1 day each of paid leave per occasion if a member of the Employee's immediate family or the Employees household:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a serious threat to their life; or
- dies.

Entitlement to compassionate leave is contingent on the Employee providing the Employer with any evidence that the Employer reasonably requires of the illness, injury or death.

## **5.4 PARENTAL LEAVE**

An eligible Employee (see sub-clause 5.4.1 below) will be entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, and the NES. A copy of these provisions is available on request to the Employer.

Periods of unpaid parental leave will not count as service for the purpose of accruing leave entitlements but will not break the Employee's continuity of service.

### **5.4.1 Parental leave definitions**

Parental leave refers to maternity, paternity or adoption leave.

An eligible Employee includes:

- a full-time or part-time Employee who has completed 12 months of continuous service with the Employer; and
- a casual Employee who has been employed by the Employer on a regular and systematic basis for a period (or sequence of periods) of at least 12 months, where such an Employee has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.

### **5.4.2 Transfer to a safe job**

Where, in the opinion of a medical practitioner, an illness, or risks arising out of an Employee's pregnancy, or hazards connected with the Employee's usual work, make it inadvisable for that Employee to continue in their usual position, the Employer must:

- where it is reasonably practicable to do so, transfer the Employee, without loss of pay or other entitlements, to another position with duties which can be performed for the duration of the pregnancy; or
- permit or require the Employee to take any accrued paid leave for the period certified necessary by the medical practitioner where it is not reasonably practicable to transfer the Employee to a safe job.

Upon returning to work after a period of parental leave, the Employee will be entitled to their original position which they held prior to being transferred to a safe job (or a reasonably comparable position as per the return to work guarantee).

### **5.4.3 Return to work guarantee**

When returning to work from parental leave, an Employee is entitled to return to:

- the position they held before taking leave; or
- a position that is reasonably comparable to the position they held immediately prior to commencing parental leave. The Employee's ordinary rate of pay will not be reduced as a result of accepting a comparable position.

In the case of an Employee who was transferred to a safe job prior to taking parental leave, the Employee will be entitled to return to the position they held immediately before the transfer.

## **5.5 DOMESTIC AND FAMILY VIOLENCE LEAVE**

Employees will be entitled to Family and Domestic Violence Leave each year in accordance with the provisions of the National Employment Standards (NES) as amended from time to time.

## **5.6 LONG SERVICE LEAVE**

Employees will be entitled to long service leave in line with the provisions of the Queensland Industrial Relations Act 1999 as amended from time to time, or the Construction Industry (Portable Long Service Leave) Act 1991 as administered by "QLeave" as appropriate.

Should an Employee wish to proceed on long service leave they are required to provide the Employer with not less than four (4) weeks written notice of their intention to do so. Long service leave may be taken in periods of a minimum of two (2) calendar weeks. The Employer will endeavour to reply to requests within seven (7) days of notification.

## **5.7 COMMUNITY SERVICE**

An Employee will be entitled to Community Service Leave in accordance with the provision of the National Employment Standards. Community Service Leave is approved unpaid leave except for Jury Service.

## **5.8 JURY SERVICE**

If an Employee is rostered to work on a certain day and they are required to attend for jury service during their ordinary working hours the Employer will provide the Employee with permitted leave with pay to attend to such service in accordance with the relevant standard.

Employees are required to notify the Employer as soon as possible of the date upon which attendance for jury service is required. Further, Employees will provide to the Employer proof of attendance and the duration of such attendance.

Nothing in this clause will prevent the Employer from contacting the appropriate officer at the court requesting that the Employee be excused jury service due to work requirements.

## **5.9 GAZETTED PUBLIC HOLIDAYS**

An Employee, other than a casual Employee, who is rostered to work will be entitled to be without loss of their ordinary pay for the following public holidays not worked:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Show Day as gazetted and applicable for the area
- Kings Birthday
- Labour Day
- Christmas Eve (*Half Day*) 6pm - midnight
- Christmas Day
- Boxing Day

Or such other days as are generally observed in Queensland as a substitute for any of the said days respectively or any other applicable gazetted public holidays.

The Company may require an Employee work on any public holiday.

Where an Employee, other than a casual Employee, is absent from his or her employment on the working day before or the working day after a public holiday without reasonable explanation or without the consent of the Company, he or she will not be entitled to payment for the holiday.

**5.9.1** All ordinary hours of work performed on a public holiday will be paid as per clause 4.2

**5.9.2** Hours worked or paid for a minimum of four hours.

**5.9.3** Where an Employee is rostered off on a Public Holiday other than a Saturday or Sunday, they are entitled to payment of ordinary hours at their ordinary rate of pay

**5.9.4** All public holidays should be observed on that day, except where in the case of a day worker, a public holiday other than Easter Saturday falls on a Saturday or Sunday, the Monday will be classed as the public holiday.

## **5.10 SHOW DAY PAYMENT**

For the purposes of this agreement a Show Day to be recognised as a gazetted Public Holiday will be the one in the region that is an Employee's point of hire. In some instances where Employees are working at another work site in a different region that recognises a different Show Day date those Employees will not be entitled to a further Public Holiday and they will continue to work as required with no penalties applied.

## **5.11 SUBSTITUTION**

Where there is agreement between the majority of Employees concerned and the Employer, and subject to statutory limitations, other ordinary working days may be substituted for the Public Holidays specified in this clause. Provided that, where an Employee is subsequently required to work on such substituted day, the Employee will be paid the rate applicable for the holiday that has been substituted.

# **PART 6 WORKING CONDITIONS**

## **6.1 PROTECTIVE CLOTHING**

Upon engagement Permanent Employees covered by this agreement will be issued 5 sets of standard issue long sleeve shirts and long trousers and 1 pair of site compliant standard issue boots. These must be worn at all times in the manner required by the Employer.

A high visibility jacket will be issued to permanent Employees who are permanently employed over the months of June, July, and August.

The Company will replace safety and protective clothing and footwear on a fair wear and tear basis where damage to clothing or footwear has arisen through welding splash, molten metal, acid damage and the like and the replacement has been authorised by the Company, providing you return the old

It is a condition of employment that safety clothing and footwear be worn in the workshop and on Site at all times.

## **6.2 PRESCRIPTION EYEWEAR**

Upon commencement of employment, you will be issued with eye protection. It is a condition of employment that eye protection be worn at all times whilst in the workshop, yard and on site other than in offices, crib sheds or areas designated by the Employer. Other specific sites may include the requirement to wear mono goggles and/or face shields.

Permanent Employees who wear prescription glasses will be reimbursed by the Company up to the value of \$400.00 towards the purchase of Approved (AS 1337) safety glasses. Receipt of purchase must be provided. These prescription safety glasses will be replaced on a fair wear and tear basis.

## **6.3 AIR FED HELMET**

Where an employee has been engaged with the Company on a regular and continuous basis for more than three (3) months, the Company will provide an air fed helmet to the Employee for their sole use for any reasonable requests by employees whose primary role is to perform welding and gouging work. Where an MSDS or site rule requires the use of an air fed helmet, employees may be provided with this on a temporary basis.

The Employee will be responsible for the proper use of the helmet to manufacturer's instructions for the purpose intended. The Employer will maintain the air-fed helmet to an acceptable standard and will supply the correct filters for the product being used.

The air-fed helmet remains the property of the Company at all times and must be returned upon resignation or termination of employment.

## **6.4 FACILITIES/AMENITIES**

The Employer will provide and maintain an air-conditioned dining facility on each site where an Employee is required to have a meal break. These facilities must be cleaned each day prior to and after the meal breaks to the satisfaction of the parties to this agreement.

Each facility will contain;

- Boiling Water facilities
- Cold drinking water
- Fridge/s
- Microwave/s
- Pie warmer/s
- Tables and chairs
- A sink with hot and cold water

The Employer will provide adequate toilet and bathing amenities for Employees as required by law.

## **PART 7 CESSATION OF EMPLOYMENT**

### **7.1 TERMINATION OF EMPLOYMENT**

#### **7.1.1 Permanent Employees**

The Employer and Employees who are employed as either a full-time, or part-time Employee will provide the following periods of notice on termination or resignation. The notice of termination is based on an Employee's period of continuous employment with the Employer. The Employer may elect to pay an Employee any or all of the notice period in lieu of the Employee working out their notice.

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to the above notice, Employees over 45 years of age at the time of the giving of the notice by the Employer and have not less than two years continuous service will be entitled to an additional week's notice.

The Company may make a payment in lieu of part or for all of the required notice period.

If an Employee fails to provide the required notice, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received had they worked through their notice period, plus any other amounts owed to the Employer as detailed in this agreement or otherwise mutually agreed.

The period of notice relating to termination does not apply to a Fixed term / Project Employee.

#### **7.1.2 Casual Employees**

Due to the casual nature of the employment relationship, both parties are able to terminate the contract of employment on the provision of 2 hours' notice.

### **7.2 STAND DOWN**

The Employer may stand an Employee down on a day, or for part of a day, where the Employee cannot be usefully employed because of something that has happened for which the Employer is not responsible for, or over which it has no control. Once the Employee has been stood down, they will cease receiving pay with exception to the following:

- The Employer will pay full-time Employees for their full ordinary hours for any day when the Employee has worked a minimum of 5 hours and is then stood down.
- The Employer will pay full-time Employees for the actual hours worked for any day when the Employee has worked less than 5 hours and is then stood down.
- If an Employee is not required for work at all they will receive no pay for that day, provided the Employer or Supervisor notifies them prior to the required start time.

For example: Times where the Employer may stand Employees down would include, but not be limited to the following:

- Where the Employer's business or worksite be subject to such things as rain and wet weather, floods, fire, lightning damage, a strike, any breakdown in machinery or other acts such as prolonged electrical power outages where the Employees cannot be gainfully employed

elsewhere.

### **7.3 SUSPENSION FROM WORK**

Where the Employer has sufficient reason to believe that the Employee's conduct amounted to serious or wilful misconduct the Employer may suspend the Employee from work with pay prior to conducting an investigation.

While on Suspension from Work the Employee will hold themselves in readiness to return to work or for the investigation.

### **7.4 SUMMARY DISMISSAL / SERIOUS MISCONDUCT**

The Employer reserves the right to terminate the Employee's employment, without notice, if the Employee, in the course of the Employee's employment:

- a) engages in wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment; or
- b) conducts that cause's imminent and serious risk to:
  - (i) the health and/or safety of a person; or
  - (ii) the reputation, viability or profitability of the Employee's Employer; or
- c) engages in theft, fraud, assault; or
- d) is intoxicated and/or under the influence of drugs at work; or
- e) refuses to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; or
- f) makes discriminatory, offensive or harassing comments to other staff members, management, the Employer's customers, subcontractors or guests at the workplace or work-related function.

### **7.5 RETURN OF EMPLOYER PROPERTY**

Should an Employee resign or have their employment terminated, the Employee is required to return any property belonging to the Employer that the Employee has in their possession. For the purpose of this clause property includes, but is not limited to keys, docket books, items of PPE or tools.

### **7.6 REDUNDANCY**

From time to time there will be changes to working procedures and practices within the Employer's business to increase business efficiency. The parties agree to work together to introduce these changes and cooperate with the introduction of initiatives to develop a more productive workplace and make the Employer more competitive.

#### **7.6.1 Consultation before terminations**

Where the Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer will consult the Employee directly affected and where relevant, designated representatives.

The consultation will take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause 1.17 and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.

For the purpose of the consultation the Employer will, as soon as practicable, provide in writing to the Employees concerned and, where relevant, their nominated representatives, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the Employer will not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

#### **7.6.2 Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties for reasons set out in clause 7.6.1 the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 7.1.

The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.

The amounts must be worked out on the basis of:

- the ordinary working hours to be worked by the Employee; and
- the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
- any other amounts payable under the Employee's employment contract.

### **7.6.3 Transmission of business**

Where the Employer (seller) sells their business to another Employer (buyer), and an Employee who at the time of such transmission was an Employee of the seller, becomes an Employee of the buyer:

- the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transmission; and
- the period of employment which the Employee has had with the seller or any prior seller will be deemed to be service of the Employee with the buyer.

In clause 7.6.3, 'Employer' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

### **7.6.4 Time off during notice period**

Where a decision has been made to terminate a Permanent Full Time Employee in the circumstances outlined in clause 7.6.1 the Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

### **7.6.5 Notice to Centrelink**

Where a decision has been made to terminate Employees in the circumstances outlined in clause 7.6.1, the Employer will notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

### **7.6.5 Employment Separation Certificate**

When requested by the Employee at the time of their termination the Employer will provide a separation certificate within 14 days of the request.

### **7.6.6 Severance pay**

In addition to the period of notice prescribed for ordinary termination in clause 7.1, and subject to further order of the FWC an Employee whose employment is terminated for reasons set out in clause 7.6.1 will be entitled to the following amounts of severance pay.

<b>Period of Continuous Service</b>	<b>Severance Pay in weeks' pay</b>
Less than 1 year	nil
1 year but not more than 2 years	4
2 years but not more than 3 years	6
3 years but not more than 4 years	7
4 years but not more than 5 years	8
5 years but not more than 6 years	10
6 years but not more than 7 years	11
7 years but not more than 8 years	13

8 years but not more than 9 years	14
At least 9 years	16

'Weeks' Pay' means the ordinary time rate of pay for the Employee concerned. Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay, overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### **7.6.7 Employee leaving during notice**

An Employee whose employment is terminated for reasons set out in clause 7.6.1, may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice.

#### **7.6.8 Employees with less than one year's service**

Clause 7.6.1 will not apply to Employees with less than one year's continuous service and the general obligation on the Employer is provide the relevant Employees with an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

#### **7.6.9 Employees exempted**

Clause 7.6.1 will not apply:

- where employment is terminated as a consequence of serious misconduct on the part of the Employee; or
- to Employees engaged for a specific period or task(s); or
- to casual Employees.

## **PART 8 ANTI-DISCRIMINATION & DISPUTE SETTLEMENT**

### **8.1 ANTI-DISCRIMINATION**

The Parties agree that the effect of this agreement is not to allow any conduct or treatment, either direct or indirect that would:

- (i) Contravene the Queensland Antidiscrimination Act 1991; or
- (ii) Discriminate against an Employee on the basis of family responsibilities.

### **8.2 DISPUTE RESOLUTION**

The parties agree to keep in good faith with the intent of this agreement by cooperating to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

The parties to the dispute must genuinely attempt to settle the dispute at the workplace level. This will require the Employee and management to discuss the grievance at an early stage.

Matters arising from this agreement which may be resolved using the procedure in this clause are all matters which pertain to the relationship between the Employer and the Employees whose employment is covered by this agreement.

For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the National Employment Standards and the General Protections provided in the *Fair Work Act 2009*.

Where an individual Employee, or group of Employees, is in dispute with the Employer, they have the right to consult with and be represented by a representative of their choice, at any or all stages of a dispute under this Disputes procedure.

As soon as it is apparent that a matter is in dispute the Employer must advise the Employee or Employees affected of all of their rights to representation under this clause. An Employee may elect to take up that right at any time.

**8.2.1** In the event of a dispute arising, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor or supervisors concerned.

**8.2.2** If the matter is still unresolved at the first step, then the Employee or Employees concerned and

if requested their Representative, will escalate it to more senior levels of Management in an endeavour to settle the dispute.

**8.2.3** If the dispute is still unable to be resolved at this level, and all the agreed steps under this clause have been taken, the dispute may be referred to the Fair Work Commission (“FWC”) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

**8.2.4** It is a term of this Agreement that while the dispute resolution procedure is being conducted work will continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

## **PART 9 EMPLOYEE REPRESENTATIVE RIGHTS**

### **9.1 EMPLOYEE REPRESENTATIVES**

This Clause provides for the exercise of rights of Workplace Delegates set out in section 350C of the Act.

A Workplace Delegate or Employee Representative is a person appointed or elected in accordance with the rules of an Employee Organisation to be a Delegate or Representative (however described) for Members of the Organisation who work in a particular enterprise.

The Employer will recognise a duly elected Employee Representative/s appointed or elected in accordance with the rules of a registered Employee Organisation to represent eligible Employees who are employed by the Company.

Eligible Employees are Members or persons eligible to be members of the Employee Organisation.

Before exercising entitlements under clause 9, an Employee Representative will provide written notice of their appointment or election as an Employee Representative and, if requested, provide reasonable evidence of the appointment or election.

### **9.2 RIGHT OF REPRESENTATION**

An Employee Representative may represent the industrial interests of eligible Employees in matters including but not limited to:

- (a) the resolution of any dispute or grievance
- (b) any consultative process
- (c) any performance management or disciplinary process, only at the request of the eligible Employee subject to the performance management or disciplinary process;
- (d) enterprise bargaining meetings and
- (e) any process or procedure in which the Employees are entitled to be represented.

### **9.3 ENTITLEMENT TO REASONABLE COMMUNICATION**

An Employee Representative may have reasonable communication with members represented or persons eligible to be represented in relation to their industrial interests.

An Employee Representative may communicate with eligible employees during work breaks or before the start or after the end of work. The Employee Representative may have reasonable communication with an eligible Employee/s during working hours with the agreement of the Employer.

There is no obligation for an eligible Employee to communicate with an Employee Representative if the Employee does not wish to do so.

The Employer will provide access to use of the following workplace facilities unless the Employer does not have them:

- (a) Private meeting rooms;
- (b) Noticeboard; and
- (c) Office facilities and equipment including printer, scanners, photocopiers and wi-fi.

#### **9.4 ENTITLEMENT TO TRAINING**

The Employer will, if requested by a workplace delegate, provide them with access to up to 5 days per annum (non-cumulative) of paid time during normal working hours to attend training related to representation of the industrial interests of eligible Employees subject to the following conditions:

Paid training time described above is granted to no more than one Employee Representative per 30 eligible Employees. In determining the number of eligible Employees only regular casual employees who have been engaged by the Employer for more than 6 months will be counted.

The Employee Representative must give the Employer as much notice as practicable and no less than 2 weeks' notice of the date of the training.

The Employer will advise the Employee Representative as soon as practicable after their application whether it has approved the paid time to attend the training. Such approval will not be unreasonably withheld.

The Employee Representative will, if requested, provide the Employer with proof of attendance including start and finish times and an outline of the training content within (7) days after the day the training ends.

Paid time is the ordinary hours the Employee Representative would normally be rostered to work on a day on which they are absent to attend the training. Paid time does not include any other activities ancillary to the training or travel time to attend the training.

#### **9.5 EXERCISE OF ENTITLEMENTS**

An Employee Representative's entitlements under clause 9 are subject to conditions that they:

Comply with their duties and obligations as an Employee including compliance with the reasonable policies and procedures of the Employer;

Not hinder, obstruct or prevent the normal performance of work; and

Not hinder, obstruct or prevent Employees exercising their rights to freedom of association.

Clause 9 does not require the Employer to provide an Employee Representative with access to electronic means of communication in a way that provides individual contact details for eligible employees.

Clause 9 does not require an eligible Employee to be represented by an Employee Representative without the Employee's agreement.

The Employer is taken to have afforded the Employee Representative the rights mentioned in subsection s350C(2) – (3) of the Fair Work Act 2009 where the Employer has complied with the Employee Representatives terms in clause 9.

**PART 10 SIGNATORIES TO AGREEMENT**

The signatures below testify the Employees have been properly consulted, considered and voted on the terms of this Agreement.

**Signed for and on behalf of Xtreme Engineering Pty Ltd**

.....  
(Signature)

.....  
(Print Name)

.....  
(Position – who has been given the authority to sign on the Company’s behalf)

.....  
(Address)

.....  
Date

**Witness**

.....  
(Signature)

.....  
(Print Name)

.....  
(Address)

.....  
Date

....., was nominated by the Employees of Xtreme Engineering Pty Ltd and given the authority to sign on their behalf.

.....  
(Signature)

.....  
(Print name)

.....  
(Address)

.....  
Date

**Witness**

.....  
(Signature)

.....  
(Print Name)

.....  
(Address)

.....  
(Date)

**Signed for and on behalf of the Australian Manufacturing Workers' Union**

.....  
(Signature)

.....  
(Print name)

.....  
(Address)

.....  
Date

**Witness**

.....  
(Signature)

.....  
(Print Name)

.....  
(Address)

.....  
(Date)

**Signed for and on behalf of the Australian Workers' Union**

.....  
(Signature)

.....  
(Print name)

.....  
(Address)

.....  
Date

**Witness**

.....  
(Signature)

.....  
(Print Name)

.....  
(Address)

.....  
(Date)

**PART 11 SCHEDULE**

**NON-TRADE STREAM**

The employer will at its sole discretion, determine the appropriate classification for an Employee:

**Non-Trade Level 1 – Basic Trades Assistant / Basic Labourer**

Indicative of typical duties and skills of this level may include but is not restricted to:

- Minimum National Construction Card (White/Blue)
- General labouring and cleaning duties
- Exercises minimal judgement
- May undertake structured training
- Works in accordance with standard operating procedures and established criteria
- Works under direct supervision either individually or in a team environment
- Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults
- Understands and utilises basic statistical process control procedures
- Follows safe work procedures and can report workplace hazards

**Non-Trade Level 2 – Experienced Trades Assistant, Non-Trade Qualified Painter Blaster**

Indicative of typical duties and skills of this level may include but is not restricted to:

- Minimum National Construction Card (White/Blue)
- Demonstrating skills in supporting Tradesman with minimum input from Supervisors
- Exercises judgement and discretion
- Demonstrates skills in supporting tradesmen with minimum support from supervisors
- Requires routine supervision only
- Minimum 6 months industry experience
- Assists in the provision of on-the-job training

**Non-Trade Level 3 - Basic Ticket for Prescribed Occupation / Dogger & Non-Slew Crane**

Persons must hold the relevant qualification of competency for attaining Level 3:

Indicative of typical duties and skills of this level may include but is not restricted to:

- Holding a High-Risk Licence for the above positions, White Card, relevant crane operating licence
- Responsible for the quality of their own work subject to routine supervision
- Works under routine supervision either individually or in a team environment
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training

**Non-Trade Level 4 – Intermediate Rigger / Intermediate Scaffolder / Truck Operator / EWP Operator & Crane Operator <20tonne**

Persons must hold the relevant qualification of competency for attaining Level 4:

Indicative of typical duties and skills of this level may include but is not restricted to:

- Holding a High-Risk Licence for the above positions, White Card, relevant crane operating licence
- Responsible for the quality of their own work subject to routine supervision
- Works under routine supervision either individually or in a team environment
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training

**Non-Trade Level 5 – Welder / Non-Trade Qualified Occupation (for eg Poly Welder & Tube Fitters) / Advanced Rigger or Advanced Scaffolder & Crane >20t <60t**

Persons must hold the relevant qualification of competency and experience for attaining Level 5:

Indicative of typical duties and skills of this level may include but is not restricted to:

- Holding a High-Risk Licence for the above positions, White Card, relevant crane operating licence
- Responsible for the quality of their own work subject to routine supervision
- Works under routine supervision either individually or in a team environment
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training
- Works form complex instructions and procedures

- Co-ordinates work in a team environment or works individually under general supervision
- Responsible for assuring the quality of their own work

### **Non-Trade Level 6 – Crane Operator >60t <100t**

Persons must hold the relevant qualification of competency and experience for attaining Level 6:

#### Crane Operator >60t <100t

Indicative of typical duties and skills of this level may include but is not restricted to:

- Holding a High-Risk Licence for the above position, White Card, relevant crane operating licence
- Experienced in applying HSE risk evaluation techniques (Identifying, Assessing and controlling)
- Demonstrating experience in operating equipment of this size in the required work environment
- Assists in the development of crane lift plans
- Ensures appropriate resources are available to support the lift plan
- Has some experience in applying HSE risk evaluation techniques
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training
- Responsible for assuring the quality of their own work

### **Non-Trade Level 7 – Fitter & Crane Operator >100t or Advanced Dual Rigger & Scaffolder**

Persons must hold the relevant qualification of competency and experience for attaining Level 7:

#### Crane Operator > 100t Slewing

Indicative of typical duties and skills of this level may include but is not restricted to:

- Holding a High-Risk Licence for the above position, White Card, relevant crane operating licence
- Experienced in applying HSE risk evaluation techniques (Identifying, Assessing and controlling)
- Demonstrating experience in operating equipment of this size in the required work environment
- Develops and manages crane lift plans
- Ensures appropriate resources are available to support the lift plan

#### Advanced Dual Rigger & Scaffolder

Indicative of typical duties and skills of this level may include but is not restricted to:

- Holding a High-Risk Licence for the above position, White Card,
- Experienced in applying HSE risk evaluation techniques (Identifying, Assessing and controlling)
- Being required to utilise both Advanced Rigging and Advanced Scaffolding at the same time
- Can develop Scaffolding and Rigging plans that meet risk management requirements and also comply with the Code of Practice

## TRADE STREAM

### **Trade Level 1 – Tradesman, Boilermaker/Fitter or Painter**

#### Boilermaker / Fitter

Indicative of typical duties and skills of this level may include but is not restricted to:

- Having completed an apprenticeship with a trade certificate and has been deemed by the relevant authority to have the relevant eligible skills of the trade in the Engineering (Mechanical or Fabrication) streams and support streams
- Minimum National Construction Card (White/Blue)
- Experienced in applying HSE risk evaluation techniques
- Understands quality control techniques
- Has well developed communication skills
- Responsible for the quality of their own work subject to routine supervision
- Performs work under limited supervision
- Able to plan and resource work activity to achieve the required outcomes
- Works under routine supervision either individually or in a team environment
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training

#### Qualified Painter

Indicative of typical duties and skills of this level may include but is not restricted to:

- Having completed an apprenticeship with a cert 111 trade certificate and has been deemed by the relevant authority to have the relevant eligible skills of the trade in the Painting and support streams
- Minimum National Construction Card (White/Blue)
- Has experience in applying HSE risk evaluation techniques
- Understands and applies quality control techniques based on the nature of the surface
- Responsible for the quality of their own work subject to routine supervision (using viscosity cups in gauging volume and the texture)
- Ensuring proper ventilation and know how to use electroplating to coat metal
- Works under routine supervision either individually or in a team environment
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training
- Responsible for assuring the quality of their own work

### **Trade Level 2 – Tested Welder**

Persons must hold the relevant qualification of competency and experience for attaining Trade Level 2:

#### Tested Welder

Indicative of typical duties and skills of this level may include but is not restricted to:

- Experienced in applying HSE risk evaluation techniques
- Demonstrate that they successfully passed a test as set out in the definition of Tested Welder, whose welds, in total or part, are recorded Non-Destructive Tested (NDT) for the time so worked; or
- Has met and remains capable of performing work eg. – The Qld Worksafe Practical Test Requirements for AS 1554SP.
- Minimum National Construction Card (White/Blue)
- Checking all work at every stage to ensure that components are made correctly to QA standards.
- Focusing on maintaining and/or improving productivity and efficiency.
- Actively assessing quality control procedures with a view to reducing errors and rejected parts.
- Self-managing time effectively.
- Planning jobs so that materials are used efficiently and with minimal waste.

### **Trade Level 3 – Special Class Welder / Special Class Machinist - Fitter**

Persons must hold the relevant qualification of competency and experience for attaining Level 3:

Special Class Machinist-Fitter:

Indicative of typical duties and skills of this level may include but is not restricted to:

- Experienced in applying HSE risk evaluation techniques.
- Minimum National Construction Card (White/Blue)
- Having extensive experience using manual lathes, milling machines, surface grinding, cylindrical grinding
- being able to operate and maintain specialised equipment such as CNC controlled equipment, complex and specialised field machining equipment, extremely accurate optical surveying equipment, and complex hydraulic systems
- Being able to read and interpret detailed Engineering and Machining Drawings
- Accurately read and work with both metric and imperial measurements
- Work consistently to manufacture and fabricate on time and with a high standard of finish and accuracy.

Special Class Welder

Indicative of typical duties and skills of this level may include but is not restricted to:

- Minimum National Construction Card (White/Blue)
- Experienced in applying HSE risk evaluation techniques
- Being able to successfully pass a test as set out in the definition of Special Class Welder, whose welds, in total or part, are recorded Non-Destructive Tested (NDT) for the time so worked; or
- Who is qualified to the Division of Occupational Safety Standards and is required to perform pressure welding or pipe welding.
- Who is engaged in the assembly and welding of specialised equipment and has performed and passed qualification testing to the standards of the Original Equipment Manufacturer (OEM) where such standards are of high standard equivalent to pressure and pipe welding, eg Dragline Booms.
- Responsible for the quality of their own work subject to routine supervision
- Works under routine supervision either individually or in a team environment
- Exercises discretion within their level of competence and training
- Assist in the provision of on-the-job training

**APPENDIX A**

**MINIMUM TOOL REQUIREMENTS**

<b>Boilermaker Tool List</b>	<b>Mechanical Fitter Tool List</b>	<b>Scaffolder Tool List</b>
<p>Toolbox with lock            200 mm Wide Base machinist Square            400mm X 600mm Roofing Square            Stainless Steel Rule 300mm/12"            Line of Chords Rule            8m Tape Measure            Adjustable Wrench 150mm (6")            Adjustable Wrench 300mm (12")            Curved Jaw Locking Pliers with Cutter 250mm (10")            Hammer Ball Pein 24oz            Flat Cold Chisel 200 X 24mm            Centre Punch 150 X 6mm            Solid Nut Spring Divider 200mm            Mig Welding Pliers            4pc 300mm Rule Combination Set            4In Hammer            350mm Tang Thru Screwdriver            Side Cutters            Spirt Level – 300mm            Imperial Metric Allen Keys            Pinch Bar            Oxy Wheels            Multi-Grip Pliers            Circle Cutter (Radial Arm)            Podgy Bar – 25mm            Hacksaw – 300mm            Tin Snips            Scissors            A.F &amp; Metric Allen Wrench Set            Calculator            Pipe Wrap 150mm            Fox Wedges</p>	<p>Toolbox with Lock            Feeler Gauge – Metric            Ball Pein Hammer            Pliers            Multi – Grip Pliers            Centre Punch            Pin Punch Set            150mm Steel Rule            300mm Steel Rule            8m Tape            Matric Socket Set up to 32mm (1/2" Drive)            Screwdrivers- 200mm Standard, 300mm Solid            Tang Thru, 200, Phillips, 300mm Phillips            Spirit Level – 300mm            Spanner Set Containing: - Metric Open Ended            Ring Spanners Up to 32mm            Circlip Pilers (Internal &amp; External)            Adjustable Spanner 300mm            Combination Square Set – 300mm            A.F &amp; Metric Allen Wrench Set            Vice Grips            Stilton's – 250 &amp; 450mm            4lb Hammer            Tin Snips            Scissors            Chisel – ¾ Inch            Hacksaw – 300mm            Pinch Bar &amp; Podgy            Bar- 25mm            Braker bar/ Ratchet            Pipe Wrench 300mm</p>	<p>Scaffolders Belt            Scaffold Hammer            Scaffold Ratchet / Key            12" Shifter            End Nippers            8m Tape Measure            Level – 300mm            Pouches (With Closing Tongues)            Riggers Belt            2lb Hammer            Podgy Spanner (32mm &amp; 42mm            Drifts (2)</p>