



HAZELL BROS CONSTRUCTION EMPLOYEES

TASMANIA ENTERPRISE AGREEMENT

2023 - 2027

1.	TITLE	4
2.	DEFINITIONS	4
3.	COMMITMENTS	5
4.	PARTIES COVERED BY THE AGREEMENT	5
5.	COMMENCEMENT DATE OF AGREEMENT AND DURATION	5
6.	RELATIONSHIP TO THE AWARD	5
7.	ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS	6
8.	PRECEDENCE OF NES.....	6
9.	SEVERABILITY	6
10.	CONSULTATION.....	6
11.	INFORMATION FLOW	8
12.	DISPUTE RESOLUTION PROCEDURE	8
13.	COMPANY AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP & RELATED MATTERS....	9
14.	CONTRACT OF EMPLOYMENT	9
15.	REDUNDANCY.....	12
16.	TRANSFER OF BUSINESS	13
17.	LONG SERVICE LEAVE.....	14
18.	INDIVIDUAL FLEXIBILITY TERM	14
19.	EMPLOYEE OBLIGATIONS.....	15
20.	COMPANY ENTERPRISE ALLOWANCE.....	15
21.	LEADING HANDS	15
22.	MIXED FUNCTIONS / HIGHER DUTIES	16
23.	FIRST AID OFFICER.....	16
24.	ALLOWANCES NOT PAYABLE	16
25.	OTHER ALLOWANCES PAYABLE	17
26.	MAJOR INFRASTRUCTURE ALLOWANCE	18
27.	SERVICE ALLOWANCE.....	18
28.	COMMERCIAL BUILDING WORK	18
29.	SUPERANNUATION	18
30.	PAYMENT OF WAGES.....	19
31.	HOURS OF WORK.....	19
32.	ROSTERED DAYS OFF.....	20
33.	MEAL BREAK	21
34.	OVERTIME	21
35.	SHIFT WORK	23
36.	WEEKEND WORK	23
37.	ABSENTEEISM & TIMEKEEPING	24
38.	LEAVE	24
39.	PUBLIC HOLIDAYS AND HOLIDAY WORK	27
40.	JURY SERVICE.....	28
41.	FARES AND TRAVEL.....	28

42. TRAVELLING FOR WORK AND LIVING AWAY FROM HOME 30

43. TRAINING, EDUCATION, SKILLS 31

44. HEALTH AND SAFETY 32

45. INCLEMENT WEATHER..... 33

46. WORKPLACE DELEGATES' RIGHTS..... 34

47. SIGNATORIES OF THE AGREEMENT..... 37

SCHEDULE 1- HOURLY RATES OF PAY 38

APPENDIX A - PROTECTIVE CLOTHING & SAFETY FOOTWEAR 39

APPENDIX B - CLASSIFICATION LEVELS..... 40

APPENDIX C - TOOL LISTS 42

APPENDIX D - SUMMARY OF ALLOWANCES 44

APPENDIX E – SPECIAL CONDITIONS FOR COMMERCIAL BUILDING WORK ONLY 45

1. TITLE

This Agreement will be known as the Hazell Bros Construction Employees Tasmania Enterprise Agreement 2023-2027 (the 'Agreement').

2. DEFINITIONS

“**Act**” means the Fair Work Act 2009.

“**Adult Apprentice / Trainee**” means an Employee of 21 years of age or over whilst completing an apprenticeship/traineeship of a specified trade.

“**Agreement**” means the Hazell Bros Construction Employees Tasmania Enterprise Agreement 2023 – 2027”.

“**Award**” means the Building and Construction General On-site Award 2020.

“**Company**” means Hazell Bros Resources Pty Ltd (ABN 16 150 374 280).

“**Continuous Service**” means the period of service of an Employee notwithstanding an Employee's absence from work for any of the following reasons:

- i. Annual leave, personal leave or parental leave
- ii. Illness or accident up to a maximum of four (4) weeks after the expiration of paid sick leave;
- iii. Jury service;
- iv. Injury received during the course of employment.
- v. Where called up for military service for up to three (3) months in any qualifying period;
- vi. Long service leave; and
- vii. Any reason satisfactory to the Company. The reason will not be deemed satisfactory unless the Employee has informed the Company within twenty-four (24) hours of the time when the Employee was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

“**Employee**” means an Employee of the Company whose employment is covered by the terms of this Agreement.

“**Company**” means Hazell Bros Resources Pty Ltd ABN: 16 150 374 280.

“**FWC**” means the Fair Work Commission

“**HSEQ**” means Health, Safety, Environmental and Quality

“**Hourly Rate**” means the base rate outlined in Schedule 1

“**Immediate Family**” means an Employee's:

- i. Spouse;
- ii. De facto partner;
- iii. Child (including adopted child);
- iv. Parent;
- v. Grandparent;
- vi. Grandchild;
- vii. Sibling; or a
- viii. Child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.

“**Junior Apprentice / Trainee**” means an Employee of 20 years of age and under at the time whilst completing an apprenticeship/traineeship of a specified trade.

“**Leading hand**” means an Employee who is required to supervise or direct or be in charge of another Employee or other Employees

“**Ordinary and Customary Turnover of Labour**” means, if the Company's ability to retain labour is dependent on the maintenance of a contract with clients and the contract is lost, subsequent terminations could be 'the ordinary and customary turnover of labour'. The term also covers the coming and going of Employees whose employment has ended due to the Casual or temporary nature of engagement.

“**NES**” means the National Employment Standards.

“**Parties**” means the Employees and the Company.

“Redundancy” means a situation where a termination results from the Company no longer wishing the job the Employee was doing to be done by anyone, other than through the ordinary and customary turnover of labour.

“Serious misconduct” is defined in the Fair Work Regulations 2009 REG 1.07 and includes:

- i. wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- ii. conduct that causes serious and imminent risk to:
 - a) the health or safety of a person; or
 - b) the reputation, viability or profitability of the Company's business.
- iii. Including any of the following:
 - (i) the Employee, in the course of the Employee's employment, engaging in:
 - a) theft;
 - b) fraud;
 - c) assault; or
 - (ii) the Employee being intoxicated at work; or
 - (iii) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

3. COMMITMENTS

The Parties to this Agreement commit themselves to ensuring that:

- i. The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity.
- ii. The Agreement is consistent with the provisions of the Fair Work Act 2009.
- iii. Productivity gains will not be achieved at the expense of health and safety standards.
- iv. The disputes settlement procedures provided herein are strictly adhered to.

4. PARTIES COVERED BY THE AGREEMENT

- 4.1. The parties to this Agreement are the Company, and Employees of the Company engaged to work primarily on construction projects, within classifications contained in Appendix B and employed within the State of Tasmania.
- 4.2. The CFMEU will be covered by the Agreement provided written notice is given in accordance with section 183(1) of the Act and the FWC notes in the document to approve the Agreement that the Agreement covers the CFMEU.
- 4.3. This Agreement does not cover staff employed under individual common law contracts.

5. COMMENCEMENT DATE OF AGREEMENT AND DURATION

- 5.1. This Agreement will come into effect within 7 days after approval by FWC and will continue in force until 1 July 2027 (the nominal expiry date) unless terminated beforehand in accordance with the Act. The parties agree that bargaining will be initiated within 3 months of the nominal expiry date of the Agreement.

6. RELATIONSHIP TO THE AWARD

- 6.1. This Agreement operates to the exclusion (to the extent permitted by law) of any awards, agreements, enterprise agreements (whether registered or unregistered) custom and practice and like instruments or arrangements.
- 6.2. This Agreement regulates all terms and conditions of employment and thus expressly excludes and displaces the operation of any and all other matters and conditions of employment (including those howsoever described or identified as a preserved entitlement, preserved notional term, preserved notional entitlement, protected notional condition, preserved award term or protected award condition) in any award.

7. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

- 7.1. The Company must ensure that copies of this Agreement and the NES are made available to all Employees to whom they apply upon request. This can be either by hard copy or through electronic means to an Employee within a reasonable time following a request by the Employee.

8. PRECEDENCE OF NES

- 8.1. This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

9. SEVERABILITY

- 9.1. It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the Fair Work Act 2009.
- 9.2. The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of sec 253 of the Fair Work Act shall not be taken to affect the binding force and effect of the remainder of the agreement.
- 9.3. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

10. CONSULTATION

- 10.1. This Clause applies if the Company:
- 10.1.1. Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - 10.1.2. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 10.2. For a major change as referred to in paragraph 10.1.1:
- 10.2.1. The Company must notify the relevant Employees and parties to the Agreement of the decision to introduce the major change;
 - 10.2.2. Clauses 10.3 to 10.9 apply.
- 10.3. The relevant Employees may appoint a representative for the purposes of the procedures in this Clause.
- 10.4. If:
- 10.4.1. A relevant Employee or Employees appoint a representative for the purposes of consultation; and
 - 10.4.2. The Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 10.5. As soon as practicable after making its decision, the Company must:
- 10.5.1. discuss with the relevant Employees:
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the Employees; and
 - iii. Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 10.5.2. for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - i. All relevant information about the change including the nature of the change proposed; and

- ii. Information about the expected effects of the change on the Employees; and
 - iii. Any other matters likely to affect the Employees.
- 10.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in Subclause 10.2.1 and Clauses 10.3 and 10.5 are taken not to apply.
- 10.9. In this Clause, a major change is likely to have a significant effect on Employees if it results in:
 - 10.9.1. The termination of the employment of Employees; or
 - 10.9.2. Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 10.9.3. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4. The alteration of hours of work;
 - 10.9.5. The need to retrain Employees; or
 - 10.9.6. The need to relocate Employees to another workplace; or
 - 10.9.7. The restructuring of jobs.

Change to regular rosters or ordinary hours of work

- 10.10. For a change referred to in Subclause 10.1.2:
 - 10.10.1. The Company must notify the relevant Employees of the proposed change; and
 - 10.10.2. Clauses 10.11 to 10.15 apply.
- 10.11. The relevant Employees may appoint a representative for the purposes of the procedures in this Clause.
- 10.12. If:
 - 10.12.1. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation;
 - 10.12.2. And the Employee or Employees advise the Company of the identity of the representative;
 - 10.12.3. The Company must recognise the representative.
- 10.13. As soon as practicable after proposing to introduce the change, the Company must:
 - 10.13.1. discuss with the relevant Employees the introduction of the change; and
 - 10.13.2. for the purposes of the discussion - provide to the relevant Employees:
 - i. All relevant information about the change, including the nature of the change;
 - ii. Information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - iii. Information about any other matters that the Company reasonably believes are likely to affect the Employees.
 - 10.13.3. Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 10.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 10.16. In this Clause, major change does not include the termination of:
- i. Employees employed for a specified project or term, or
 - ii. Employees who fall under the definition of ordinary and customary turnover of labour (for example when a project or a contract is complete and there is no further work requirements of labour).

11. INFORMATION FLOW

- 11.1. The Company and Employees agree to and understand the value of regular and constructive communication to ensure and improve the overall operation, development and productivity of the company and working environment of Employees.
- 11.2. The Company shall ensure that Employees are kept well informed on various company matters through regular staff meetings and communication with Employees, as well as regular written communications such as newsletters.

12. DISPUTE RESOLUTION PROCEDURE

- 12.1. If a dispute relates to either a matter arising under this agreement or the NES, this section sets out the procedure to be followed in settling the dispute.
- 12.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this section.
- 12.3. 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.
- 12.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 12.5. The Fair Work Commission may deal with the dispute in 2 stages:
- 12.5.1. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 12.5.2. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - iii. Arbitrate the dispute; and
 - iv. Make a determination that is binding on the parties. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available under the Act.
- 12.6. While the parties are trying to resolve the dispute using the procedure in this section:
- 12.6.1. An Employee must continue to perform their work as they normally would unless they have a reasonable concern about an imminent risk to their safety; and
 - 12.6.2. An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - i. The work is not safe; or
 - ii. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. The work is not appropriate for the Employee to perform; or
 - iv. There are other reasonable grounds for the Employee to refuse to comply with the direction.
- 12.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission, however they may exercise a right of appeal against the decision.

13. COMPANY AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP & RELATED MATTERS

- 13.1. Employees may be employed on a Fulltime, Part-time or Casual basis.
- 13.2. All Employees working under this Agreement shall be classified according to the classification structure set out in Appendix B.
- 13.3. At the time of engagement, the Employee will be informed in writing of the Employee's employment category (Fulltime, Part-time, Casual, or Apprentice / Trainee) the classification level, the job to be performed, the actual or likely number of hours to be worked per week (except Casuals), and the relevant rate of pay.
- 13.4. The rates of pay are wholly contained within this Agreement and are set out in Schedule 1.
- 13.5. If circumstances arise where proposed changes affect an Employee's contract of employment, job description, position title or classification levels, changes will be discussed with the Employee.
- 13.6. Any employment change affecting the Employee's contract of employment may only be varied by a document detailing the agreed changes and signed by each Party.
- 13.7. Employees temporarily engaged in work other than in their normal position or division will receive the same remuneration as per their Hourly Rate of pay and allowances as per Appendix D.
- 13.8. In the event of a down-turn in a business unit, an Employee may be offered to be permanently transferred to another business unit if the employment is available without having to be terminated, and re-classified into another position with new pay rates in lieu of total redundancy.
- 13.9. An Employee not attending for duty shall not be paid for the time of non-attendance, with the exception of authorised periods of absence.

14. CONTRACT OF EMPLOYMENT

- 14.1. Probationary Employment
 - 14.1.1. At the commencement of employment, each new Employee (other than a Casual Employee) will serve a probationary period of 3 months, unless the Company decides on a lesser period.
 - 14.1.2. During the probationary period, either party may terminate employment without any recriminations.
 - 14.1.3. Where an Employee is within a Probationary period (except Casuals), 1 weeks' notice will be required, by either the Company or Employee to terminate employment.
 - 14.1.4. The Company may make a payment in lieu of notice or part payment in lieu of notice if the Employee's employment is terminated in accordance with this Clause.
 - 14.1.5. A new Employee, if engaged and presenting for work, to commence employment and is not required to work, shall be entitled to at least eight hours' work or payment therefore at their Hourly Rate of pay, plus the appropriate allowance prescribed in Clause 41. However, if the services of any Employee are not required by reason of inclement weather, then the provision of Clause 45, shall apply.
- 14.2. Casual Employment
 - 14.2.1. A Casual Employee is an Employee who is employed as a Casual, within the meaning of the NES
 - 14.2.2. When a person is engaged for Casual employment, the Employee will be informed in writing that the Employee is to be employed as a Casual, the job to be performed, the classification level and the relevant rate of pay.

- 14.2.3. A Casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except Annual Leave, paid Personal/ Carer's Leave, Jury Service, Public Holidays, paid Community Service Leave, RDO's (unless requested in writing), notice of termination and redundancy benefits.
- 14.2.4. On each occasion a Casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of four hours' work, plus the relevant fares and travel allowance.
- 14.2.5. A Casual Employee working ordinary hours shall be paid 125 percent of the Hourly Rate of pay for the Employee's classification.
- 14.2.6. A Casual Employee required to work Overtime (for the purposes of this Agreement, Overtime for a Casual Employee is considered any hours worked greater than 8 hours per day) or weekend work, shall be entitled to the relevant penalty rates prescribed in this Agreement provided that:
 - i. Where the relevant penalty rate is time and a half the Employee shall be paid 175 percent of the Hourly Rate of pay for the Employee's classification; and
 - ii. Where the relevant penalty rate is double time the Employee shall be paid 225 percent of the Hourly Rate of pay for the Employee's classification.
- 14.2.7. A Casual Employee required to work on a public holiday shall be paid 275 percent of the Hourly Rate of pay for the Employee's classification.
- 14.2.8. Termination of Casual employment shall require one hour's notice on either side or the payment or forfeiture of one hours pay, as the case maybe.
- 14.3. Casual Conversion
 - 14.3.1. The Company will comply with Division 4A – Offers and requests for Casual conversion, outlined within the Act.
- 14.4. Part-time employment
 - 14.4.1. An Employee may be engaged to work on a Part-time basis involving a regular pattern of hours, which average less than 38 ordinary hours per week.
 - 14.4.2. A Part-time Employee must be engaged for a minimum off four consecutive hours on any day or shift.
 - 14.4.3. Before commencing Part-time employment, the Employee and Company must agree in writing:
 - i. On the hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - ii. On the classification applying to the work to be performed in accordance with Appendix B Classification and Schedule 1.
 - 14.4.4. The terms of the Agreement in Clause 14.4.3 may be varied by consent in writing.
 - 14.4.5. The Agreement under Clause 14.4.3 or any variation to it under Clause 14.4.4 must be retained by the Company and a copy of the Agreement and any variation to it must be provided to the Employee by the Company.
 - 14.4.6. Except as otherwise provided in this Agreement, a Part-time Employee must be paid for the hours agreed on in accordance with Clauses 14.4.3 and 14.4.4.
 - 14.4.7. The terms of this Agreement will apply pro rata to Part-time Employees on the basis that ordinary weekly hours for Fulltime Employees are 38.
 - 14.4.8. Where the Part-time Employee's normal paid hours fall on a Public Holiday and work is not performed by the Employee, such Employee will not lose pay for that day. Where the Part-time Employee works on the Public Holiday, the Part-time Employee must be paid in accordance with Clause 39.

- 14.4.9. Where a Part-time Employee is eligible to be enrolled in and have contributions paid into an Industry Specific Redundancy Scheme, the Company will pay contributions on a pro rata basis.

14.5. Fulltime

- 14.5.1. Employees considered Fulltime will work an average of 38 ordinary hours per week.

- 14.5.2. Fulltime and Part-time Employee notice periods for both the Company and the Employee are in accordance with the table below:

Years of Service	Required Notice
Not more than 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
Over 5 years	4 weeks

- 14.5.3. Where an Employee is 45 years or over and has completed at least two years continuous service with the Company, the Company will provide 1 additional week of notice to that stated in the table above. There is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

14.6. Apprentices / Trainees

- 14.6.1. Apprentices / Trainees shall be engaged directly by the Company.
- 14.6.2. Apprentices or Trainees are engaged under a contractual arrangement through a training Agreement. Once the obligations of an Apprentice's or Trainee's training contract have been met by both the Company and the Employee, and the Apprentice or Trainee is qualified, the Apprentice / Trainee training contract is automatically terminated.
- 14.6.3. Apprentices / Trainees shall be employed on a Fulltime basis, as they are engaged under a contractual arrangement through a training Agreement.
- 14.6.4. For avoidance of doubt the Tasmanian Vocational Education and Training Act does not form part of this Agreement.
- 14.6.5. Rates of payment are based on either a Traineeship / Apprenticeship duration of 3 years or 4 years and are calculated as a percentage of the respective Construction Worker or Tradesperson Hourly Rate of pay.
- 14.6.6. Apprentices / Trainees will progress to the next stage of their Apprenticeship / Traineeship based on the achievement of competency. Generally, competency is achieved when the RTO, the Company and the Apprentice agree that the competency requirements have been met.
- 14.6.7. Apprentices shall be paid at the Hourly Rate of pay, provided that any adult Apprentice engaged after 1 December 2023 shall be paid not less than the Hourly Rate of pay for the CW1 classification. Where they are already employed by the Company this Hourly Rate of pay will be no less than what they were before becoming an Apprentice.
- 14.6.8. For Apprentices who commence on a Junior Apprenticeship rate and become and Adult Apprentice during their Apprenticeship will have their Hourly Rate of pay increase to not less than the CW1 classification, effective from the first full work week after their 21st birthday.
- 14.6.9. Apprentices shall be paid the daily fares and travel allowance rates as per Appendix D. No reduction in daily fares and travel allowance rates will be made for Apprentices.
- 14.6.10. The Company may, by Agreement, elect to provide the Apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

- 14.6.11. In the event of an Apprentice being dismissed or leaving employment before the cost of tool kit has been reimbursed the Company shall be entitled to:
- i. Deduct from any wages due to the apprentice the remaining cost of the tool kit; or
 - ii. By agreement retain tools at the originally nominated value to the amount still owing.
- 14.6.12. An Employee who is under 21 years of age on the expiration of the Employee's Apprenticeship / Traineeship and thereafter works as a minor in the occupation, to which the Employee has been trained, shall be paid the adult rate for that classification. Adult rate for the purpose of this sub-Clause means the appropriate rate of pay prescribed in Schedule 1.
- 14.6.13. Except where inconsistent with the Training and Skills Development Act 2003, the general provisions of this Agreement shall apply to apprentices employed on work within the scope of this Agreement.

14.7. Instant Dismissal / Summary Termination

- 14.7.1. Nothing in this Agreement shall affect the right of the Company to dismiss an Employee for conduct that justifies instant dismissal, including neglect of duty, refusing duty (unless relating to reasonable safety concerns), or serious misconduct (refer to Clause 2.0 Definitions for the definition of serious misconduct). The Company will take into account the circumstances of each individual case.
- 14.7.2. The Company may terminate the employment of an Employee where due process has been followed without notice for serious misconduct. In this case, the Employee is entitled only to payment for time worked up until the time of termination, in addition to any accrued leave entitlements otherwise payable.

15. REDUNDANCY

- 15.1. Redundancy provisions do not apply to either Casual Employees or Apprentices.
- 15.2. The Company shall be a participating Company for both the Australian Construction Industry Redundancy Trust (ACIRT) and in the INCOLINK redundancy fund.
- 15.3. New Employees shall be enrolled into INCOLINK redundancy fund as the default fund.
- 15.4. Existing Employees will be entitled to voluntarily choose which redundancy fund (one only) they belong to.
- 15.5. Weekly amounts that will be paid into ACIRT or INCOLINK will be:

Upon FWC approval (per week)	1 July 2025	1 July 2026
\$35	\$40	\$40

- 15.6. Should the INCOLINK fund be replaced by a Statutory Fund, then the Company will continue to abide by the provisions of the above Schedule.
- 15.7. An Employee who has elected to have contributions made to the ACIRT fund may divert the Company's contribution into a superannuation fund of their choice once a total of five thousand, eight hundred dollars (\$5800) has been reached with ACIRT, or as per the agreed ACIRT deed of adherence, which may change from time to time.
- 15.8. An Employee who is absent from site on authorised paid leave on any ordinary working day during the normal pay week shall be deemed to have completed a complete week of eligible service and contributions shall be made in respect of that week and service entitlements shall accrue in respect of that week.
- 15.9. In the event of an Employee's absence from work being due to work related injury or work-related illness, contributions at the Hourly Rate of pay shall continue for the period of the absence provided that:
- 15.9.1. The person remains an Employee of the Company; and

- 15.9.2. The Employee is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with statutory requirements or the provisions of this Agreement.
- 15.10. In the event of redundancy, payments to the Employee will be made in accordance with the rules of the Redundancy fund. Contributions made by the Company on behalf of an Employee to the fund will, to the extent of those contributions, be offset against the liability of the Company outlined in Clause 15.11.
- 15.11. An Employee who is made redundant, will receive redundancy payments as per the NES, calculated as follows, in respect of all continuous service with the Company, subject to Clause 15.10:

Period of continuous service with the Company on termination	Redundancy pay period
At least one year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 15.12. Week's pay means the Hourly Rate of pay at the time of termination multiplied by 38. Hour's pay means the Hourly Rate of pay at the time of termination.
- 15.13. If an Employee dies with a period of eligible service which would have entitled that Employee to redundancy pay, such redundancy pay entitlement will be paid to the estate of the Employee.
- 15.14. Any period of service as a Casual will not entitle an Employee to accrue service in accordance with this Clause for that period.
- 15.15. Service as an Apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this Clause if the Employee completes an Apprenticeship and remains in employment with that Company for a further 12 months.

16. TRANSFER OF BUSINESS

- 16.1. Where a business is, before or after the date of this Agreement, transferred from an Company (in this Clause called the old Company) to another Company (in this Clause called the new Company) and an Employee who at the time of such transfer was an Employee of the old Company in that business becomes an Employee of the new Company:
- 16.1.1. The continuity of the employment of the Employee will be deemed not to have been broken by reason of such transfer; and
- 16.1.2. The period of employment which the Employee has had with the old Company or any prior old Company will be deemed to be service of the Employee with the new Company.

- 16.2. In this Clause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. Transferred has a corresponding meaning.

17. LONG SERVICE LEAVE

- 17.1. The Company will be registered with TasBuild and will make contributions in accordance with its obligations under the Construction Industry (Long Service) Act 1997.
- 17.2. For avoidance of doubt the Construction Industry (Long Service) Act 1997 does not form part of this Agreement.

18. INDIVIDUAL FLEXIBILITY TERM

- 18.1. The Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 18.1.1. The agreement deals with 1 or more of the following matters:
- i. Arrangements about when work is performed;
 - ii. Ability to take Annual Leave;
 - iii. Permanent place of employment; and
- 18.1.2. The arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in subclause 18.1.1; and
- 18.1.3. The arrangement is genuinely agreed to by the Company and Employee.
- 18.2. The Company must ensure that the terms of the individual flexibility arrangement:
- 18.2.1. Are about permitted matters under section 172 of the Fair Work Act 2009; and
- 18.2.2. Are not unlawful terms under section 194 of the Fair Work Act 2009; and
- 18.2.3. Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 18.3. The Company must ensure that the individual flexibility arrangement:
- 18.3.1. Is in writing; and
- 18.3.2. Includes the name of the Company and Employee; and
- 18.3.3. Is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 18.3.4. Includes details of:
- i. The terms of the enterprise Agreement that will be varied by the arrangement; and
 - ii. How the arrangement will vary the effect of the terms; and
 - iii. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. States the day on which the arrangement commences.
- 18.4. The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 18.5. The Company or Employee may terminate the individual flexibility arrangement:
- 18.5.1. By giving no more than 28 days written notice to the other party to the arrangement; or
- 18.5.2. If the Company and Employee agree in writing—at any time.

19. EMPLOYEE OBLIGATIONS

- 19.1. All Employees are required to adhere to the following requirement for the purposes of ensuring that the Company is able to operate in a safe, efficient and productive manner. The Companies procedures and practices shall be observed at all times and are in addition to other workplace requirements as set out in this Agreement and the Company's Work Health & Safety policies.
- 19.2. All Employees are required to report to their supervisor or leading hand on arrival at the workplace and at the completion of the day's work where deemed necessary.
- 19.3. Where relevant Employees will provide all tools as listed in Appendix C as per their appropriate trade. The Hourly Rate of pay outlined in Schedule 1, reflects that each Employee will provide and maintain in good working order, all of the tools required by this Agreement. Should an Employee fail or refuse to provide the full kit of tools, the Company will seek to forfeit the Company Enterprise Allowance prescribed in Clause 20 using the Dispute Resolution Procedure described at Clause 12.
- 19.4. As workplace safety is of paramount importance all Employees are required to adhere to safe work practices and maintain a safe working environment. Where an Employee is unsure of the safety requirements they should discuss the matter with their supervisor, safety representative or leading hand.
- 19.5. Supplied clothing, (as per Appendix A), safety clothing, safety footwear, hard hats and any other necessary safety equipment will be provided by the Company and must be worn or used in accordance with the Company's safety requirements.
- 19.6. An Employee will not present for work whilst under the influence of alcohol or drugs or have any alcohol or non-prescription drugs in their possession while in the workplace and Employees are subject to the Companies Fit For Work procedures.
- 19.7. When an accident, hazard or near miss occurs it must be reported immediately to either their supervisor, elected safety representative, HSE advisor or to the Site office.
- 19.8. Where an Employee is unable to report for duty for any reason the supervisor must be notified of the Employee's absence prior to the designated start time on the day of absence, unless special circumstances apply, in which case the Employee will notify the Company as soon as practicable.
- 19.9. Before the completion of each day's work, Employees are required to ensure that the workplace is left in a clean and safe manner.

20. COMPANY ENTERPRISE ALLOWANCE

- 20.1. In recognition of the productivity gains achieved and the removal of various allowances listed in Clause 24, an Enterprise Allowance shall be payable to Employees covered by this Agreement.
 - 20.1.1. An Enterprise Allowance will be paid to all Employees (including Apprentices) at the following flat rate, per hour:

Upon FWC approval	1 July 2025	1 July 2026	30 June 2027
\$2.43	\$2.52	\$2.61	\$1.00

- 20.1.2. This allowance is not payable while Employees are absent from work due to Long Service Leave, Annual Leave, Personal Leave, Compassionate Leave, Public Holidays, Parental Leave, Workers Compensation, Jury Duty, and inclement weather, where procedures under clause 45 of this Agreement apply to any other time not worked.
- 20.1.3. The Company Enterprise Allowance payment is made on condition of full support of Employees to the reform in the workplace and a commitment to the Company's objectives.

21. LEADING HANDS

- 21.1. A person specifically appointed to be a leading hand (as defined in Clause 2) shall be paid an allowance.

- 21.2. The Leading Hand allowance is only available to Employees who are empowered temporarily to this position and who are required to supervise the work of 2 or more Employees on site.
- 21.3. Employees classified or acting in a classified Leading Hand or Foreman level and being paid at the applicable higher rate of pay, do not have an entitlement to this allowance.
- 21.4. A Temporary Leading Hand is empowered temporarily, under the supervision of the Foreperson/Supervisor in charge, to supervise the work of other Employees on site. Leading Hands shall be paid an Hourly Rate in addition to the Employee's classified rate specified in Schedule 1.

In charge of:	Upon FWC approval	1 July 2025	1 July 2026
2 to 5 Employees	\$1.78	\$1.84	\$1.90
6 to 10 Employees	\$2.28	\$2.36	\$2.44
Greater than 10 Employees	\$2.84	\$2.94	\$3.04

- 21.5. Any agreement to undertake adhoc leading hand must be discussed between Employee and Foreperson/Supervisor to ensure it is agreed to prior to being undertaken. In all cases the site Foreperson/Supervisor must authorise the claim of leading hand allowance and sign off on the Employee's timesheet.

22. MIXED FUNCTIONS / HIGHER DUTIES

- 22.1. An Employee engaged for more than two hours during a single day on duties carrying a higher rate than the Employee's ordinary classification shall be paid the higher rate for the whole day. Otherwise, the Employee must be paid the higher rate for the time so worked.
- 22.2. In all cases the site supervisor must authorise the claim of higher duties allowance and sign off on the Employee's timesheet.

23. FIRST AID OFFICER

- 23.1. An Employee appointed by the Company to the position of the First Aid Officer will be paid an allowance per day as per Clause 23.2.
- 23.2. To be eligible under this Clause, a designated First Aid Officer is an Employee who:-
 - 23.2.1. Is listed on the emergency response personnel notices posted at notice boards on sites and in offices.
 - 23.2.2. Holds a valid First Aid Certificate from a Registered Training Organisation.

Upon FWC approval	1 July 2025	1 July 2026
\$5.50	\$5.69	\$5.89

24. ALLOWANCES NOT PAYABLE

- 24.1. The following allowances that would be payable under any relevant awards are expressly not payable under this Agreement as they form part of the Hourly Rate of pay listed in Schedule 1 of the Agreement:
 - 24.1.1. Special Allowance.
 - 24.1.2. In Charge of Plant Allowance.
 - 24.1.3. Industry Allowance.
 - 24.1.4. Employee Protection Allowance (and all sub Clauses).
 - 24.1.5. Compensation for Clothes.
 - 24.1.6. Caravan Allowance.
 - 24.1.7. Accident Pay.
 - 24.1.8. Follow the Job Loading.

24.2. The following allowances that may be payable under any relevant awards are expressly not payable under this Agreement as they form part of the Company Enterprise Allowance listed in Appendix D of the Agreement:

- 24.2.1. Underground Allowance.
- 24.2.2. District Allowance.
- 24.2.3. Laser Operations Allowance.
- 24.2.4. Special Rates (and all sub-Clauses).

25. OTHER ALLOWANCES PAYABLE

25.1. Piling Allowance

Where a piling rig in excess of fifteen tonnes is required to perform pile driving at any site or installation or is required to be involved in the extraction process, the nominated operator and piling hand shall receive a daily allowance (as a flat rate) which will be payable only when approved by the respective Project Manager.

Upon FWC approval	1 July 2025	1 July 2026
\$20.00	\$20.70	\$21.42

25.2. Confined Space Allowance

An Employee required to work in a confined space shall be paid an allowance per hour or part thereof. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation and requiring a confirmed space permit conditions to be applied and met.

Upon FWC approval	1 July 2025	1 July 2026
\$2.00	\$2.07	\$2.14

25.3. High Pressure Water Jetting Operator Allowance

Competent operators required to operate the Hammelmann High Pressure Water Jetting Pump shall receive a daily allowance (as a flat rate) which will be payable only to operators on days worked operating the hand lance.

Upon FWC approval	1 July 2025	1 July 2026
\$100.00	\$103.50	\$107.12

25.4. Asbestos Removal Allowance

25.4.1. Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards as required by the appropriate occupational health authority for the use of materials containing asbestos shall be paid an Allowance of 10% of the Employee's Hourly Rate of pay, whilst wearing such equipment, per hour worked.

25.4.2. The allowance is payable on a flat per hour worked basis for Employees engaged in the process of asbestos eradication (defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of or contain asbestos) on the performance of work.

25.5. Demolition Boom

An operator of a demolition boom shall be paid a daily allowance for each day on which the Employee uses it.

Upon FWC approval	1 July 2025	1 July 2026
\$65.00	\$67.28	\$69.63

25.6. Hydraulic Attachments

An operator of a hydraulic attachment (hammer, ripper, screening bucket, auger, vibe bucket and grab), attached to an excavator shall be paid an hourly allowance when the attachment is being used by the operator. Record of the time attachment used is to be recorded on timesheet.

Upon FWC approval	1 July 2025	1 July 2026
\$2.50	\$2.59	\$2.68

25.7. Site Allowance

25.7.1. On some projects, in recognition of special reasons a site allowance of a flat rate per hour worked may be applied. This allowance will be determined by the Company in consultation with Employees and where requested their nominated representative(s) and/or parties to the Agreement, on an applicable project, and is payable (when approved and applied by the Company) in addition to the Enterprise Agreement Allowance as applied herein.

25.7.2. This allowance is excluded from all forms of Leave, Public Holidays, Jury Duty, or any other time not worked other than RDO's and inclement weather.

25.7.3. The Site Allowance will only apply to Employees on site covered under this Agreement.

26. MAJOR INFRASTRUCTURE ALLOWANCE

26.1. Where the Company is the principal contractor for a project valued greater than \$100 million dollars, an additional \$5 per hour (flat rate) will be paid for each hour worked.

26.2. Where a project is initially valued under \$100 million and has a variation or multiple variations that push it above this threshold, then this Clause will not apply.

26.3. This allowance is excluded from all forms of Leave, Public Holidays, Jury Duty, or any other time not worked other than RDO's and inclement weather.

26.4. The Major Infrastructure Allowance will only apply to Employees on site covered under this Agreement.

27. SERVICE ALLOWANCE

27.1. The Service Allowance is grandfathered and therefore this Clause is only applicable to those Employees previously covered by the VEC Civil Engineering Pty Ltd Enterprise Agreement 2020-2023 (Structures & Steel).

27.2. The allowance will be paid as a straight weekly allowance.

27.3. It does not apply to any Casual Employees or Apprentices covered under the previous agreement. This exclusion will also include where an Employee converts from a Casual to a permanent Employee; or where an Apprentice completes their training.

Years of Continuous Service	Weekly Service Allowance
5+ years but less than 7 years	\$5
7+ years but less than 10 years	\$10
10+ years	\$15

28. COMMERCIAL BUILDING WORK

28.1. Commercial building work for the purposes of this Agreement means only work performed by the Company directly in the construction and erection of a multistorey commercial building by Employees covered by the classifications in this Agreement. Where this work is performed, the rates outlined in Appendix E shall apply instead of the Hourly Rates of Pay outlined in Schedule 1.

29. SUPERANNUATION

29.1. "Ordinary Time Earnings" shall be as defined by the Superannuation Guarantee (Administration) Act 1992.

29.2. All Employees are entitled to Superannuation benefits. The Company is, and will remain during the life of this Agreement, a participating Company in the Construction and Building Unions Superannuation Scheme (C+BUS). This Fund offers a 'My-Super'

product. Employees have the freedom to elect any Superannuation Scheme of their choosing, as long as the Fund offers a 'My-Super' product and account details are provided to the Company, to ensure that appropriate Company superannuation contributions can be made on the Employee's behalf.

29.3. The level of contributions to be paid into the Fund by the Company on behalf of each Employee shall be as prescribed under the Superannuation Guarantee legislation (SGL).

29.4. **Salary Sacrifice**

29.4.1. An Employee may make a written agreement with the Company for salary sacrifice deductions into superannuation.

29.4.2. The Employee must select a specific amount by which their wages is to be reduced ("the salary sacrifice").

29.4.3. The salary sacrifice will be deducted from the Employee's wages and contributed by the Company to the Superannuation Fund each month.

29.4.4. The Company will continue to calculate the contributions required by Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's OTE before the salary sacrifice is deducted.

29.4.5. Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive their Hourly Rate of pay, minus the salary sacrifice deduction.

29.4.6. Calculation of wages for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.

29.4.7. The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted at any time.

30. PAYMENT OF WAGES

30.1. All Employees shall be paid on a weekly basis, with the working week commencing each Monday and finishing the following Sunday.

30.2. All Employees shall be paid no later than their nominal finishing time on every Thursday by electronic funds transfer to a banking account nominated by the Employee. Funds may take longer to clear depending on the Employee's nominated bank. Where it is outside the control of the Company, it will not be responsible for infringement of any waiting period.

30.3. The Company shall provide the Employee with a pay slip with details that meet the requirements as set out by Act.

30.4. When notice is given, all monies due to the Employee must be paid at the time of termination of employment. Where this is not practicable, the Company will have two working days to transfer by EFT the monies into the Employee's nominated account.

31. HOURS OF WORK

31.1. Ordinary Hours of Work

31.1.1. The ordinary hours of work for a Fulltime Employee shall be 38 hours per week.

31.1.2. Hours of Work and Rostered Days Off

i. The ordinary hours of work shall be worked in a 20-day four-week cycle, Monday to Friday inclusive, with nineteen working days of eight hours, with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the Rostered Day Off. Payment on such a rostered day off shall include the accrued Enterprise Allowance entitlement.

ii. Each day of paid leave taken and any Public Holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

31.1.3. An Employee who has not worked a complete 19-day four-week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

- 31.1.4. The starting and finishing times for Employees may be staggered within the spread of hours 6.00am and 6.00pm to meet specific job requirements. This spread of hours, by mutual agreement between the Company and Employee(s), may be altered to suit climatic, seasonal or specific project requirements.
- 31.1.5. By mutual agreement between the Company and the Employee(s) the operative times of the afternoon rest break may be varied.
- 31.2. Variation of Ordinary Hours
 - 31.2.1. Weekends may be worked as part of ordinary hours under the following circumstances:
 - i. Greater accessibility of work sites during weekends.
 - ii. To allow for greater continuity of operation.
 - iii. To meet a project deadline, Provided that:
 - (a) Any such work done on weekends shall continue to attract the appropriate Saturday or Sunday penalty rates.
 - (b) The undertaking of such work shall be by agreement between the Company and Employee(s).
 - 31.2.2. By mutual agreement between the Company and Employee(s), the ordinary hours of work on specific projects and/or sites may be increased. In those circumstances any hours in excess of 8 hours shall continue to attract the appropriate penalty rate unless the increase in hours has been requested by the Employees to facilitate the implementation of a 4-day week for specific projects.
 - 31.2.3. The Company has the right to negotiate start and finish times within the spread of ordinary hours. Prior to altering the start and finish times, the Company will consult with the affected Employees to reach agreement and:
 - i. Provide not less than 24 hours' notice to affected Employees of the change;
 - ii. Provide opportunity to the affected Employee to advise of individual personal or family circumstances relevant to a change to start and finish times and shall consider such advice from affected Employees;
 - iii. Have regard to its obligations to provide a safe and health workplace; and
 - iv. Have regard to the intention of avoiding excessive overtime.

32. ROSTERED DAYS OFF

- 32.1. The Parties agree there are potential benefits for the Company and Employees in allowing greater flexibility in taking RDO's. This Agreement will provide the Company and Employee(s) with the capacity to develop beneficial arrangements, which may provide for individual Employees to accumulate a maximum of eight (8) RDO's, or by mutual agreement a greater amount.
- 32.2. An Employee will not be directed by the Company to take an RDO. Where an Employee has an accumulation of RDO's shall provide the Company with two (2) days' notice before taking up to two (2) substituted RDO's, or by mutual agreement, a lesser notice.
- 32.3. Employees will be provided with details of accumulated RDO's with weekly pay slips.
- 32.4. Casuals may elect to accumulate RDO hours. This will be on an individual Employee basis and is done so by providing a request in writing to the Company.
- 32.5. The Company may generally observe the Indicative Rostered Day Off (RDO) Industry calendar as published. The Company may determine with its Employees and make variations to the RDO calendar and not to follow the industry calendar when it is deemed necessary that works continue in order to meet operational requirements.
- 32.6. For clarity, nothing in this Clause or the arrangement for an indicative RDO calendar is intended to impose a limit on the ability of the Company to determine with its Employees when and where work can be performed to meet operational requirements or otherwise limit the Company's right to manage its business and improve productivity.

33. MEAL BREAK

- 33.1. Except as provided for in Clause 33.2, there will be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken and no later than five hours after the commencement of work.
- 33.2. Due to the nature of the work being undertaken, the time of taking the prescribed meal break by one or more of the Employees may be altered by the Company provided that the meal break should commence no later than 1.00 p.m.
- 33.3. The Company shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable Employees to wash and put away gear.

33.4. Crib Time / Meal Allowance

- 33.4.1. An Employee shall be allowed a paid rest period of 10 minutes between 9 am and 11 am. A further rest period of 10 minutes between 2.30pm and 3.30pm shall also be allowed. By mutual agreement between the Company and the Employee(s), the operative times of the afternoon rest period may be varied.
- 33.4.2. When an Employee is required to work overtime after the usual ceasing time for the day or shift for greater than two hours, they will be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four (4) hours of continuous work, they will be allowed to take, also without deduction of pay, a crib time of 20 minutes in duration.
- 33.4.3. In the event of an Employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, they will be regarded as having worked 20 minutes more than the time worked and be paid accordingly. For the purposes of this Subclause 'usual ceasing time' is at the end of ordinary hours inclusive of time worked for accrual purposes.
- 33.4.4. An Employee required to work overtime at least 1.5 hours after working ordinary hours Monday to Friday, will be paid a meal allowance as follows:

Upon FWC approval	1 July 2025	1 July 2026
\$24.00	\$24.84	\$25.71

- 33.5. The Employee must be instructed to and then agree to work 10 hours (9.5hrs paid work plus 30 min meal break) to qualify.

34. OVERTIME

- 34.1. Requirement to work reasonable overtime
 - 34.1.1. Except as provided in this Clause, the Company may require any Employee to work reasonable overtime.
 - 34.1.2. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - i. Any risk to Employee health and safety;
 - ii. The Employee's personal circumstances including any family responsibilities;
 - iii. The needs of the workplace or enterprise;
 - iv. The notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
 - v. Any other relevant matter.
- 34.2. All time worked beyond an Employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in Clauses 31 and 34), Monday to Friday, must be paid for at the rate of time and a half for the first two hours and at double time thereafter.

34.3. **Call Back**

- 34.3.1. An Employee recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) must be paid for a minimum of four hours' work at the appropriate rates for each time the Employee is so recalled. The Employee will not be required to work the full four hours if the job the Employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.
 - 34.3.2. Clause 34.3.1 will not apply in cases where it is customary for an Employee to return to the Company's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 34.4. If the Company requires an Employee to work during the time prescribed by Clause 0 for finishing of work, the Employee must be paid at the rate of double time for the period worked between the prescribed time of finishing and the beginning of the time allowed in substitution for the meal break. If the finishing time is shortened at the request of the Employee to the minimum of 30 minutes prescribed in Clause 0 or to any other extent (not being less than 30 minutes) the Company will not be required to pay more than the Hourly Rate of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.
- 34.5. No Employee under the age of 18 years will be required to work overtime or shiftwork.
- 34.6. Except in an emergency, no Apprentice or Trainee will work or be required to work overtime or shiftwork at times which would prevent the Employee's attendance at a Registered Training Organisation, as required by any statute, award or regulation.
- 34.7. When an Employee finishes work at a time when reasonable means of transport are not available, after having worked overtime and/or a shift for which the Employee has not been regularly rostered, the Company must pay the cost of, or provide, transport to the Employee's home or to the nearest public transport.
- 34.8. All work performed on any of the Public Holidays prescribed by the NES or substituted instead thereof, must be paid for at the rate of double time and a half.
- 34.9. An Employee required to work on a Public Holiday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- 34.10. All work performed on a Saturday or a Sunday will be paid in accordance with Clause 36.
- 34.11. **Fatigue Management - Rest Period after Overtime**
- 34.11.1. Employees shall be released after completion of overtime for a rest period of at least 10 consecutive hours, without loss of ordinary working time.
 - 34.11.2. If on instructions by the Company, an Employee is required to work prior to the completed 10-hour break, penalty rates of double time shall apply until they are released from duty. The Employee shall then be entitled to be absent until the 10 consecutive hours have been taken without loss of pay for ordinary working time during such absence.
- 34.12. The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:
- 34.12.1. For the purpose of changing shift rosters; or
 - 34.12.2. Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - 34.12.3. Where a shift is worked by arrangement between the Employees themselves.
- 34.13. In the event an Employee is required to have a fatigue day, as a result of undertaking 21 days on site, 7 days off site roster this will be un-paid however it must be no later than day 13, day 14 or day 15 of the roster commencement and must be between Monday and Friday.

35. SHIFT WORK

- 35.1. Where it is necessary that work is performed in shifts the following conditions shall apply:
- 35.1.1. For the purposes of this Clause:
- i. Afternoon shift means a shift finishing at or after 9.00 pm & at or before 11.00 pm.
 - ii. Night shift means a shift finishing after 11.00 pm & at or before 7.00 am.
 - iii. Morning shift means a shift finishing after 12.30 pm & at or before 2.00 pm.
 - iv. Early afternoon shift means a shift finishing after 7.00 pm & before 9.00 pm.
- 35.1.2. Provided that the Employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates shall apply:
- i. Afternoon and night shift - ordinary time plus 50%.
 - ii. Morning and early afternoon shifts - ordinary time plus 25%.
- 35.1.3. In the case of broken shifts (i.e. less than five consecutive shifts Monday to Friday) the rates prescribed shall be, ordinary time plus 50% for the first two hours and double ordinary time rates thereafter. Provided that where a job finishes after proceeding on shift work for more than five consecutive days or the Employee terminates the Employee's services during the week, the Employee shall be paid at the rate specified in 35.1.2 hereof for the time actually worked.
- 35.1.4. The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes duration shall be allowed on each shift and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work.
- 35.1.5. For the purpose of this Clause an Employee shall not be required to work for more than five hours without a meal break.
- 35.1.6. An Employee shall be given at least 48 hours' notice of the requirements to work shift work.
- 35.1.7. The hours for shift workers, when fixed, shall not be altered except for breakdowns or other causes beyond the control of the Company, provided that notice of such alteration shall be given to the Employee not later than ceasing time of the previous day shift.
- 35.1.8. For all work performed on a Saturday or Sunday, the Hourly Rate of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.
- 35.1.9. For Saturday or Sunday night shifts the applicable penalty rates apply to the normal rates of pay plus a 50% shift allowance paid per hour worked.
- 35.1.10. All work in excess of shift hours, Monday to Friday, other than holidays, shall be paid for at double time based on the Hourly Rate of pay (excluding shift rates).
- 35.1.11. For the purposes of accruing an extra week of Annual Leave per annum a continuous shift worker means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.

36. WEEKEND WORK

Penalty rates

- 36.1. Overtime worked on Saturday must be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday must be paid for at the rate of double time.

- 36.2. An Employee required to work overtime on a Saturday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- 36.3. All work performed on the Saturday following Good Friday must be paid for at the rate of double time and a half.
- 36.4. An Employee required to work on the Saturday following Good Friday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- 36.5. All time worked on Sundays must be paid for at the rate of double time. An Employee required to work overtime on a Sunday must be afforded at least four hours' work or be paid for four hours at the appropriate rate.
- 36.6. An Employee working overtime on Saturday or Sunday must be allowed a paid rest period of 10 minutes between 9.00 am and 11.00 am. This provision operates in place of Clause 33.4.1.
- 36.7. An Employee working overtime on a Saturday or working on a Sunday must be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary time Hourly Rate of pay but this provision will not prevent any arrangements being made for the taking of a 30-minute meal period, the time in addition to the paid 20 minutes being without pay. This provision operates in place of Clause 33.4.
- 36.8. In the event of an Employee being required to work in excess of a further four hours, the Employee must be allowed to take a paid crib time of 30 minutes which will be paid at the Hourly Rate of pay. This provision operates in place of Clauses 33.4.1 and 33.4.2.
- 36.9. All work performed on Public Holidays, or substituted days, must be paid for at the rate of double time and a half, subject to a minimum payment for four hours' work.

37. ABSENTEEISM & TIMEKEEPING

- 37.1. The Parties agree to a target of zero percent absenteeism and lateness over the period of this Agreement. The Company and Employees will monitor problems associated with achieving the target and assist in the resolution of related problems.
- 37.2. Abandonment of Employment
 - 37.2.1. The Employee is under an obligation to inform the Company when the Employee is absent from work.
 - 37.2.2. An Employee shall be deemed to have abandoned employment in the event of their absence from work for 3 consecutive rostered days without prior written notice and/or explanation, and with the Company having undertaken reasonable attempts to locate them e.g. by attempting to contact the Employee's next of kin or by sending a register letter seeking contact.
 - 37.2.3. An Employee deemed to have abandoned employment is entitled to payment for work undertaken up until their last day of work.
 - 37.2.4. The Company will reasonably consider any explanation for the failure to notify before giving effect to this Clause.

38. LEAVE

38.1. Annual Leave

Period of leave

- 38.1.1. A period of four weeks (20 working days) (exclusive of any public holidays occurring during the period), shall be given and taken as leave annually to all Employees, other than Casual Employees, after twelve months' continuous service (less the period of annual leave) with the Company.
- 38.1.2. Where a rostered day off falls during the period when annual leave is taken, payment of RDO accrued entitlements for such day shall be made instead of annual leave payments. Annual leave accrues progressively during each year of service.

Proportionate leave on termination

- 38.1.3. Where an Employee has given five working days or more continuous service, and either leaves employment, or the Employee's employment is terminated by the Company, the Employee shall be paid one-twelfth of an ordinary week's wages in respect of each completed five working days of continuous service.

Payment for period of leave

- 38.1.4. Each Employee may apply, before going on leave, to be paid in advance the wages which would ordinarily accrue during the period of the leave. Unless the Employee specifically applies to receive their wages in advance, the Company shall pay such wages weekly as part of the normal pay cycle. Payment of annual leave shall be at the Employee's ordinary rate of pay but shall not include any payment for Company Enterprise allowance and daily fares and travel allowance.

Annual leave loading

- 38.1.5. Each Employee shall receive during a period of annual leave a loading of 17.5% calculated on their Hourly Rate of pay and leading hand rates as prescribed by Clause 21 if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

Christmas Close Down

- 38.1.6. Where the Company at its discretion decides to close down its establishment during the Christmas - New Year period and requires all, or the majority, of its Employees to take annual leave, the Company shall give at least two months' notice to its Employees of its intention to do so.
- 38.1.7. Employees who have not accrued sufficient pro rata annual leave prior to the commencement of any Christmas/ New Year close down period may be stood down without pay during such period.

Stand Down

- 38.1.8. The Company may stand down an Employee without pay during a period in which the Employee cannot be usefully employed because of one of the following circumstances:
- i. A breakdown or stoppage of machinery or equipment, if the Company cannot be reasonably held responsible for the breakdown;
 - ii. A stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 38.1.9. Before determining to stand down an Employee or Employees pursuant to this Clause, the Company will first consult with the Employees directly affected and their representative (if requested) about:
- i. The reasonable availability of alternative work;
 - ii. The anticipated period of the stand down;
 - iii. The capacity to bring forward or otherwise substitute an RDO where the Company and Employees directly agree to do so; or
 - iv. The capacity to grant the taking of annual leave day(s).

38.2. Personal Leave

- 38.2.1. Fulltime Employees will be provided with 10 days personal leave annually, to be used when absent from work in the following situations:
- i. Due to personal illness or injury ("Sick Leave"); or
 - ii. To provide care or support to immediate family or household member who is ill or injured, or in the case of an unexpected emergency in relation to that person ("Carers Leave").
- 38.2.2. Part-time Employees can access the same paid Personal Leave entitlements as Fulltime Employees, on a pro-rata basis.

- 38.2.3. An Employee's entitlement to paid Personal / Carer's Leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year; but will not be paid out on the cessation of employment.

38.3. Sick Leave

- 38.3.1. Sick leave is accrued on a weekly basis.
- 38.3.2. As soon as possible, an Employee shall inform their manager of their inability to attend for duty, and, as far as practicable, state the general nature of the injury or illness and the estimated duration of the Employee's absence.
- 38.3.3. An Employee shall prove to the Company's satisfaction that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which personal leave is claimed. This will involve the production of evidence to the Company where requested that would satisfy a reasonable person.
- 38.3.4. A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reason for the leave means the Employee is not entitled to the paid leave.

38.4. Carers Leave

- 38.4.1. An Employee (other than a Casual) is entitled to use their Personal Leave entitlement to care for family members or household members who are sick, injured or have an unexpected emergency. This entitlement is subject to the Employee being responsible for the care and support of the person concerned. For the purpose of this Clause only, 'family member' is defined as:
- 38.4.2. A spouse or de facto spouse of the Employee;
- 38.4.3. A child (regardless of age), parent, grandparent, grandchild or sibling of the Employee; or
- 38.4.4. A relative of the Employee who is a member of the same household.
- 38.4.5. The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another. An Employee may take unpaid carer's leave by agreement with the Company.
- 38.4.6. In normal circumstances, an Employee shall not take Carer's Leave under this Clause where another person has taken leave to care for the same person.
- 38.4.7. The Employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring leave and their relationship to the Employee, the reason for taking such leave and the estimated length of the absence. If it is not practicable for the Employee to give prior notice of the absence, the Employee shall notify the Company by telephone of such absence at the first opportunity on the day of the absence.
- 38.4.8. An Employee, including a Casual, may take unpaid Carer's Leave by agreement with the Company.
- 38.4.9. Any dispute as to the taking of personal leave shall be dealt with in accordance with Clause 12 of the Agreement.

38.5. Personal Leave Part Cash Out

- 38.5.1. The Personal Leave Part Cash Out is a grandfathered provision and only applicable to those Employees previously covered by the VEC Civil Engineering Pty Ltd Enterprise Agreement 2020-2023 (Structures & Steel).
- 38.5.2. An Employee with a Personal Leave balance in excess of 6 weeks can apply in writing to cash out some of their Personal Leave.
- 38.5.3. The Employee must retain a minimum balance of 6 weeks Personal Leave after any cash out.
- 38.5.4. The maximum an Employee can cash out in their term of employment is capped at 7 weeks.
- 38.5.5. There will be no automatic payment of personal leave on termination.

38.6. Compassionate Leave

- 38.6.1. An Employee (other than a Casual) is entitled to up to 2 days paid Compassionate Leave on each occasion of the death or the life-threatening illness or injury (within Australia), of a member of the Employee's immediate family or household inclusive of the Employee's spouse (wife, husband or life partner including same sex partner), child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse of the Employee. This entitlement is increased from 2 to 3 days for the following family members of the Employee: spouse (wife, husband or life partner including same sex partner), child, parent or sibling.
- 38.6.2. Such leave shall be up to and including the day of the funeral of such relation (or where made necessary because of travel arrangements, the day after the funeral). With the consent of the Company, which shall not be unreasonably withheld, an Employee shall in addition be entitled to up to 10 working days unpaid Compassionate Leave in respect of the death within Australia or overseas of a relation to whom the Clause applies.
- 38.6.3. If required, proof of such death shall be provided by the Employee to the satisfaction of the Company.
- 38.6.4. The amount of any payment under this Clause will be equal to the Employee's ordinary time wages excluding daily fares and enterprise allowance.

38.7. Parental Leave

Parental leave will be provided in accordance with the Companies Parental leave procedure and the NES.

38.8. Family / Domestic Violence Leave

Family / Domestic Violence leave will be provided in accordance with the Companies Family / Domestic Violence leave procedure and the NES.

39. PUBLIC HOLIDAYS AND HOLIDAY WORK

- 39.1. Public Holidays are as provided for in the NES and will operate as follows:
 - 39.1.1. An Employee other than a Casual Employee (as defined), shall be entitled to Public Holidays, without deduction of their ordinary wages. If an Employee agrees to the Company's request to work on any of the designated public holidays, payment for such work will be at double time and one half of the appropriate Hourly Rate of pay.
 - 39.1.2. The following Public Holidays shall apply to Employees covered by this Agreement, being New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, Australia Day, Anzac Day, Kings's Birthday and Eight Hours' Day or Labour Day; and show Day in the locality as proclaimed or gazetted by the authority of the State government.
 - 39.1.3. Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December. Where substitution occurs, work on 25 December will attract an additional loading of half a normal day's wage for a full day's work, in addition to the Saturday/Sunday rate and the Employee will also be entitled to the benefit of the substitute Public Holiday.
 - 39.1.4. Where Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - 39.1.5. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
 - 39.1.6. Where in a locality within Tasmania, additional holidays which are to be generally observed are declared or prescribed by the authority of the State Government. Those days shall constitute additional holidays for the purpose of this Agreement.

- 39.1.7. Where such additional holidays are to be observed, it is the locality of the Companies' premises nearest the Employees' home or point of engagement (or the location of the site where Employees are engaged on distant work) which determines whether or not the additional holiday is to be observed.
- 39.1.8. The Company and the Employees may agree to substitute another day for any prescribed in this Clause. For this purpose, the consent of the majority of affected Employees covered by this Agreement shall constitute agreement. An agreement shall be recorded in writing and be available to every affected Employee.
- 39.1.9. An Employee whose employment is terminated, except for reasons of misconduct or incompetency (proof of which shall lie upon the Company), shall be entitled to a day's ordinary wages for each holiday prescribed in Clauses 39.1.2 and 39.1.6 hereof which falls within ten consecutive calendar days after the day of termination.
- 39.1.10. Where any two or more of the holidays prescribed in this Agreement occur within a seven-day span, such holidays shall for the purpose of this Agreement be a group of holidays. If the first day of the group of holidays falls within ten consecutive days after termination, the whole group shall be deemed to fall within the ten consecutive days.
- 39.1.11. Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- 39.1.12. The Company and the Employees may agree to substitute another day for any prescribed in this Clause. For this purpose, the consent of the majority of affected Employees covered by this Agreement shall constitute agreement. An agreement shall be recorded in writing and be available to every affected Employee.

** Either Devonport or Burnie Show to be taken for Northwest Employee's (not both).*

- 39.2. The Company and the Employees (or an individual Employee) may agree to substitute another day for any prescribed in this Clause. For this purpose, the consent of the majority of affected Employees covered by this Agreement shall constitute agreement. An agreement shall be recorded in writing and be available to every affected Employee.

40. JURY SERVICE

- 40.1. An Employee required to attend for Jury Service shall be entitled to have the Employees pay made up by the Company to equal the ordinary pay as for eight hours for the duration of the service (i.e. 7.6 hours ordinary time and 0.4 hours RDO accrual). As per Clauses 20 and 41.2 an Employee will not be entitled to receive the Company Enterprise Allowance or Daily Travel allowance while undertaking jury service. The Employee shall give the Company proof of such attendance and the amount received in respect of such jury service.
- 40.2. An Employee shall notify the Company as soon as practicable of the date upon which the Employee is required to attend for jury service and shall provide the Company with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

41. FARES AND TRAVEL

- 41.1. **Travel will not be included in the ordinary hours of work.**
 - 41.1.1. When an Employee is required to travel from their residence (residence includes accommodation when Employee living away from home on a remote project) to a construction work / project site (other than the existing depot(s) or future depot(s) established) of the Company at which the Employee was substantively employed; (i.e.: Lampton Avenue), the Employee will receive travel time after 30 minutes at their Hourly Rate of pay until the desired site is reached.
 - 41.1.2. Employees will also receive travel time at their Hourly Rate of pay when returning home from that project site until the Employee is within 30 minutes of their residence (residence includes accommodation when Employee living away from home on a remote project).

- 41.1.3. 30 minutes equates to 40klms travelled by motor vehicle, which is a reasonable expectation within the confines of current speed limits.
- 41.1.4. Employees required to commence and finish work from the Company's existing depot(s) (or future depot(s) established) will not receive travel time, in this circumstance travel will be included in ordinary hours of work.
- 41.1.5. Employees will be required to provide proof to the Company of their normal place of residence.

41.2. Daily Travel Fares

41.2.1. An allowance at the rate as shown in Clause 41.2.2 per day shall apply, however payment shall not be made:

- i. For any day on which the Employee is absent from work for any reason.
- ii. The amount to be paid to Employees for Daily Fares and Travel Allowance is not payable for any days an Employee is absent from work (other than RDO's and inclement weather) due to Long Service Leave, Annual Leave, Personal Leave, Compassionate Leave, Public Holidays, workers compensation, Jury Service, or any other days the Employee did not attend work.
- iii. Where the Company provides free transport from an Employee's residence to a construction site and return will not receive travel fares. The exception to this Clause are those Employees previously covered by the VEC Civil Engineering Pty Ltd Enterprise Agreement 2020-2023 (Structures & Steel) where if previously they were in receipt of Daily Travel Fare Allowance with a work vehicle issued, they will continue to do so.
- iv. Employees required to commence work from the Companies established existing depot(s) or future depot(s) established will not receive travel fares. This includes those based from a depot/yard and those Employees who are between projects. The exception to this Clause are those Employees previously covered by the VEC Civil Engineering Pty Ltd Enterprise Agreement 2020-2023 (Structures & Steel) where if previously they were in receipt of Daily Travel Fare Allowance to the Ulverstone Depot, they will continue to do so.

41.2.2. Travel Fares will be paid:

- i. Where an Employee makes their own arrangements to travel to and from a construction project site other than to and from the Companies existing depot(s) or future depot(s) established. It is noted the amount of daily fares payable is in excess of the Award to cover reasonable expenses incurred to and from construction sites and reimbursement of additional kilometre expenses do not apply.
- ii. Where an Employee who is project based is required to attend a depot / yard to undertake project work specifically related to the project they are assigned to.
- iii. The Travel Fares Allowance prescribed in this Clause, shall not be taken into account in calculating overtime, Penalty Rates, Annual or Sick Leave but shall be payable for any day upon which the Employee in accordance with the Company's requirements works or reports for work or allocation of work subject to above conditions.

Project/construction site rate		
Upon FWC approval	1 July 2025	1 July 2026
\$33.48	\$34.65	\$35.86
Depot/yard rate		
Upon FWC approval	1 July 2025	1 July 2026
\$23.81	\$24.64	\$25.50

41.3. Requirements to Transfer Between Sites

- 41.3.1. As required by the Company, Employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the Company.
- 41.3.2. An Employee transferred from one site to another during working hours shall be paid for the time occupied in travelling if approved by a Company Supervisor or Manager and unless transported by the Company, shall be paid reasonable cost of fares by the most convenient public transport between such sites.
- 41.3.3. Provided that where an Employee agrees to the Company's request to use the Employee's own car for such a transfer, the Employee shall be paid an allowance at the rate of 95 cents per kilometre if approved by a Supervisor or Manager.
 - i. Company vehicles or Company hired vehicles will be the first preference when travelling on Company business.
 - ii. Employees must not operate their private vehicle on Company business without prior approval from their respective Manager.
 - iii. No allowances are paid on travel time.
 - iv. As required the Company agrees to provide an appropriate number of pool vehicles to be shared between regions for the purpose of transporting Employees to sites. Vehicles will be allocated according to where the greatest need exists.

42. TRAVELLING FOR WORK AND LIVING AWAY FROM HOME

- 42.1. An Employee shall be entitled to the provisions of this Clause when employed on a job or construction work at such a distance from the Employees' usual place of residence that the Employee cannot reasonably return to that place each night. Generally, travel in excess of 1hr 15 minutes each way to a work site will require an overnight stay.
- 42.2. When a given Project is considered a remote work site and in the best interests of both the Employees and Company, the Company will offer and provide the following options below and payment as per Appendix D:
 - 42.2.1. Pay for full accommodation and board (3 x meals) and make payment of an incidental allowance only; or
 - 42.2.2. Arrange and pay for accommodation costs only and Employees will receive an allowance as per Appendix D per person each night stayed away to cover provision of meals and incidentals. (Where approved and the cost is above the amount in Appendix D for meals and incidentals, the Employee will be reimbursed the extra amount incurred); or
 - 42.2.3. Pay Employees that choose to arrange their own accommodation, meals and incidentals an amount as per Appendix D per person for each night stayed away provided a reasonable standard of accommodation is proposed and meets the 30 minute travel distance each way from site or as agreed with management and the Employee as suitable.
- 42.3. The LAHA arrangements and choice of which option of Clauses 42.2.1 or 42.2.2 above will be advised to management prior to work commencing onsite and the arrangement will remain throughout the Employee's relocation on that project unless circumstances change and a change to the arrangement is agreed. Entitlement to any allowance is to be recorded on the daily timesheet.
 - 42.3.1. All accommodation for Employees shall be:
 - i. As close as reasonably possible to the remote site;
 - ii. A hotel or motel; or an apartment or house where appropriate; or in caravans where no other accommodation is available; and
 - iii. In single bedrooms, however, in exceptional circumstances, twin room arrangements may be made where Employees specifically consent.

- iv. At times due to necessity and /or lack of availability of accommodation alternative arrangements to above on a specific project or site basis may be agreed between the company and Employee(s) (and their representative if requested) through consultation, in accordance with the Act.

42.3.2. The company's current practice of providing transport to and from work sites will continue on a site-by-site basis.

42.4. **Interstate Travel**

42.4.1. In the event an Employee under this Agreement is required to undertake any work outside of Tasmania, the Employee will receive an 'uplift' of 15% of their Hourly Rate of pay. The terms and conditions under Clause 42 are still applicable for such works.

Travelling Expenses

42.4.2. An Employee who is sent by the Company or selected or engaged by the Company or agent to go to a job which qualifies the Employee to the provision of Clause shall not be entitled to any of the allowances prescribed by this Agreement for the period occupied in travelling from the Employees' usual place of residence to the distant job, but in lieu thereof shall be paid:

Forward journey

42.4.3. An Employee shall be paid for the time spent in travelling (outside the 30min / 40km distance), at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by the most common mode of transport to the locality of the work).

Return journey

42.4.4. An Employee shall, for the return journey outside the 30mins / 40km distance, receive the same rate of payment as provided on the forward journey hereof.

Rest and Recreation (Air Travel)

42.4.5. Where construction work is located in any other area to which air transport is the only practicable means of travel an Employee may return home at agreed intervals (at no greater than 4 months continuous service). Specific project arrangements will be determined and agreed to prior to commencing construction work interstate.

At the agreed intervals Employees will be entitled to either:

- a) Have their return flight home arranged and paid for directly by the Company; or
- b) Receive direct payment for the cost of a return airfare into their account (should the Employee opt not to return home).

Variable Return Home

42.4.6. In special circumstances and by agreement with the Company, the return to the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the Employee's accrual entitlement.

Accommodation Standards

42.4.7. Where Employees are required to live away from home, the Company will ensure that accommodation is of a good standard to ensure the privacy of the Employee. The Company agrees to abide by a 'one person, one room' policy where practicable and if requested by the Employee.

43. TRAINING, EDUCATION, SKILLS

43.1. The Parties recognise that in order to increase the efficiency and productivity of the Company a significant commitment to structured training and skill development is required. Accordingly, the Company commits themselves, so far as is reasonably practicable, to maintaining a strong ratio of Apprentices and/or Trainees to tradespeople.

- 43.2. Where an Employee is specifically required by the Company to undertake training for the purpose of obtaining a High-Risk Licence, the Company agrees to cover the cost of the issue of that licence and/or relevant endorsements. Where an Employee undertakes training to obtain a High-Risk Licence or endorsement that is not specifically required by the Company, the cost of such will be the Employee's responsibility.
- 43.3. Any formal training undertaken shall be provided by an accredited and reputable organisation.

44. HEALTH AND SAFETY

- 44.1. The Parties to this Agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all Employees. To facilitate this it is provided that:
- 44.1.1. It is the Company's obligation to provide a safe and healthy workplace.
 - 44.1.2. Any worker becoming aware of a situation which is unsafe or has the potential to become unsafe is responsible for immediately reporting the information to their supervisor/manager, safety representative or other appropriate representative of the Company.
 - 44.1.3. Issued safety equipment, clothing and footwear must be used in the manner intended.
 - 44.1.4. It is strictly against the rules of the workplace to interfere with, or make inoperative, any safety equipment or guards.
 - 44.1.5. Horseplay at the workplace is dangerous and can lead to the injury of those involved, or to bystanders; therefore horseplay or the unauthorised or irresponsible use of fire protection or safety equipment is prohibited. Failure to observe this instruction may lead to dismissal.
 - 44.1.6. Any damage to safety plant or equipment must be reported to the appropriate supervisor/manager as soon as possible.
 - 44.1.7. All requirements of the Work Health and Safety Act 2012 will apply to work covered by this Agreement.
 - 44.1.8. Election of Work Health & Safety representatives and providing approved training in accordance with the requirements of the WHS Act. Where appropriate, a partisan approach to the selection of approved training will be adopted with the parties to the Agreement.
- 44.2. Employees shall comply with the Company's Integrated Management System, all HSEQ procedures, inductions and any other statutory requirements applicable to the scope of work being undertaken.
- 44.3. All Parties to this Agreement shall fully cooperate in achieving a high standard of Occupational Health and Safety by complying with the Company's Integrated Management System (incorporating the Safety Management System). Employees will take all practical steps to ensure their safety while at work and to ensure that no action or inaction while at work causes harm to any other person, property or the environment.
- 44.4. Employees will ensure that HSEQ procedures are followed at all times. Employees are to use the safety and protective equipment and clothing provided. They must ensure that they comply with the Company's Safety Management System and any other statutory requirements applicable to the scope of work being undertaken. They must not misuse any equipment, plant or process that is provided to ensure workplace health and safety.
- 44.5. If Employees do not comply with HSEQ rules and procedures, disciplinary action may be taken. Employees will report to management as soon as possible any accidents, incidents or hazards arising during the course of their employment. If an Employee has any concerns in relation to their safety or the safety of others in the workplace, they are to report them to their supervisor or appropriate manager who will take all steps necessary to provide and maintain a safe work environment.
- 44.6. Amenities shall be as per the Code of Practice for Construction Work and the Code of Practice for Managing the Work Environment and Facilities.

45. INCLEMENT WEATHER

The Company and Employees will work together in an attempt to minimise lost time in relation to inclement weather. All Parties to this Agreement will continue to adopt a reasonable attitude in assessing what constitutes inclement weather.

45.1. Definition - Inclement Weather

- 45.1.1. 'Inclement weather' shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail.
- 45.1.2. The parties agree that in some regions of Tasmania the probability of inclement weather is higher than most parts of Australia, and as such, it is agreed that where safe to do so, Employees will continue to work in wet weather in such regions, with good quality wet weather gear.
- 45.1.3. This shall be achieved on a site-by-site basis by agreement with the Company and Employees.
- 45.1.4. Where agreement cannot be reached, the Dispute Procedure in this Agreement will be followed.

45.2. Conference Requirement and Procedure

- 45.2.1. The Company, or the Company's representative, shall, when requested by the Employees or representative of the Employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference. If the Company and the Employee agree the area they are working in is unsafe, the following shall apply:-
 - i. Where practical Employees will accept being transferred to an area or site that is not affected by inclement weather, if in the opinion of the Company that useful work can be carried out at the alternative area or site.
 - ii. When the above is not possible, Employees will be encouraged to use non-productive time in further skills training or job planning when the situation permits this to occur.
 - iii. Such training shall be relevant and meaningful and will be carried out by a suitably competent person and where practicable shall be completed to an appropriate stage.

The training shall include:

 - (a) Quality Assurance
 - (b) Safety
 - (c) Environmental
 - (d) Industry recognised programmes
 - (e) NBCITC Accredited Modules
 - (f) Other training relevant to the project
 - iv. Subject to compliance with the above, Employees will continue to be paid during periods of inclement weather, even where Employees either remain on site or are sent home.
 - v. Employees are not expected to remain on site for more than half of the remainder of the day where inclement weather is agreed.
 - vi. When inclement weather conditions exist and emergency work is required to be undertaken or is necessary to complete construction work (i.e. a concrete pour) already commenced to a practical stage, work may occur or continue provided that such work is authorised by the Company and does not give rise to a reasonable concern on the part of an Employee undertaking the work of an imminent safety risk to their health or safety.
 - vii. Where construction work is completed in accordance with Clause 45.2.1 (vi), work will be paid at the rate of double the Employees Hourly Rate of pay, calculated to the next hour, and in the case of wet weather, the Employee will be provided with

adequate wet weather gear. If an Employee's clothes become wet as a result of working in the rain during construction work the Employee will, unless the Employee has a change of dry working clothes, be allowed to go home for the remainder of the day without loss of pay.

- viii. Under this Agreement, temperature at or above 35°C shall be defined as constituting 'inclement weather'. When it is expected that the temperature will reach 35°C or more, or when the temperature approaches 35°C, the parties on site shall confer regarding the performance of work. Temperature will be measured by reference to the nearest automatic Bureau of Meteorology monitoring station.

46. WORKPLACE DELEGATES' RIGHTS

46.1. In Clause 45 the following terms are defined as:

46.1.1. Company means the Company of the workplace delegate;

46.1.2. Delegate's organisation means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

46.1.3. Eligible Employees means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.

46.2. Before exercising entitlements under Clause 46, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

46.3. An Employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

46.4. Right of representation

46.4.1. A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:

i. consultation about major workplace change;

ii. consultation about changes to rosters or hours of work;

iii. resolution of disputes;

iv. disciplinary processes;

v. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

vi. any process or procedure within an award, enterprise agreement or policy of the Company under which eligible Employees are entitled to be represented and which concerns their industrial interests.

46.5. Entitlement to reasonable communication

46.5.1. A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under Clause 46.4. This includes discussing membership of the delegate's organisation and representation with eligible Employees.

46.5.2. A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

46.6. Entitlement to reasonable access to the workplace and workplace facilities

46.6.1. The Company must provide a workplace delegate with access to or use of the following workplace facilities:

i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;

ii. a physical or electronic noticeboard;

iii. electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible Employees and by eligible

- Employees to communicate with each other, including access to Wi-Fi;
- iv. a lockable filing cabinet or other secure document storage area; and
- v. office facilities and equipment including printers, scanners and photocopiers.

46.6.2. The Company is not required to provide access to or use of a workplace facility under Clause 46.6 if:

- i. the workplace does not have the facility;
- ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- iii. the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

46.7. Entitlement to reasonable access to training

46.7.1. The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:

- i. In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees.
- ii. The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are:
 - a) Full-time or Part-time Employees; or
 - b) regular Casual Employees.
- iii. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- iv. The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- v. If requested the workplace delegate must provide the Company with an outline of the training content as part of approval process.
- vi. The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- vii. The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

46.8. Exercise of entitlements under Clause 46

46.8.1. A workplace delegate's entitlements under Clause 46 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- i. comply with their duties and obligations as an Employee;
- ii. comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- iii. not hinder, obstruct or prevent the normal performance of work; and

- iv. not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
- 46.8.2. Clause 46 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
- 46.8.3. Clause 46 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

47. SIGNATORIES OF THE AGREEMENT

Signed for and on behalf of the Company: Name (print) LEON IZMIRITCIAN
Position CPO Address 14 FARLEY ST, DERWENT PARK
Signature [Signature] Date 6/9/2024

The above person is authorised to sign the Enterprise Agreement on behalf of Hazell Bros Resources Pty Ltd.

Witnessed by: Name (print) AARON M'CLURG
Address 14 FARLEY ST DERWENT PARK 2009
Signature [Signature] Date 6/9/24

Signed for and on behalf of the Employees covered by this Agreement:

Name (print) Jacob Banham
Position 3rd year apprentice
Signature [Signature] Date 6-9-2024

Witnessed by: Name (print) AARON M'CLURG
Address 14 FARLEY ST DERWENT PARK 2009
Signature [Signature] Date 6/9/2024

Signed for and on behalf of the CFMEU:

Name (print) _____
Position _____
Address _____
Signature _____ Date _____

The above person is authorised to sign the Enterprise Agreement on behalf of The CFMEU for the following reason/s:

Witnessed by:
Name (print) _____
Address _____
Signature _____ Date _____

SCHEDULE 1- HOURLY RATES OF PAY

The following Hourly Rates of pay shall apply to the following classifications covered by this Agreement, with the exception of those Employees previously covered by the VEC Civil Engineering Pty Ltd Enterprise Agreement 2020-2023 (Structures & Steel), where the below rates of pay will be applicable from the 1st December 2023:

Classification	1 Jul 23	1 Dec 23	1 Jul 24	1 Jul 25	1 Jul 26	30 Jun 27
3-year Junior Apprentice/ Trainee						
Stage 1	\$20.29	\$20.91	\$21.64	\$22.40	\$23.18	\$25.69
Stage 2	\$24.35	\$25.10	\$25.97	\$26.88	\$27.82	\$30.49
Stage 3	\$29.22	\$30.11	\$31.16	\$32.26	\$33.39	\$36.26
4-year Junior Apprentice						
Stage 1	N/A	\$18.82	\$19.47	\$20.16	\$20.87	\$23.30
Stage 2	N/A	\$22.58	\$23.37	\$24.19	\$25.04	\$27.62
Stage 3	N/A	\$28.22	\$29.21	\$30.23	\$31.29	\$34.09
Stage 4	N/A	\$33.89	\$35.07	\$36.30	\$37.57	\$40.58
3-year Adult Apprentice/ Trainee						
Stage 1	\$30.12	\$30.12	\$31.17	\$32.27	\$33.40	\$36.27
Stage 2	\$30.93	\$31.87	\$32.98	\$34.14	\$35.33	\$38.27
Stage 3	\$31.74	\$32.71	\$33.84	\$35.04	\$36.27	\$39.24
4-year Adult Apprentice						
Stage 1	N/A	\$31.19	\$32.28	\$33.41	\$34.58	\$37.49
Stage 2	N/A	\$32.48	\$33.62	\$34.79	\$36.01	\$38.97
Stage 3	N/A	\$33.16	\$34.32	\$35.52	\$36.76	\$39.75
Stage 4	N/A	\$33.89	\$35.07	\$36.30	\$37.57	\$40.58
CW 1	\$30.12	\$30.12	\$31.17	\$32.27	\$33.40	\$36.27
CW 2	\$30.78	\$31.19	\$32.28	\$33.41	\$34.58	\$37.49
CW 3	\$31.78	\$32.80	\$33.95	\$35.14	\$36.37	\$39.34
CW 4	\$32.47	\$33.46	\$34.62	\$35.84	\$37.09	\$40.09
CW 5	\$33.57	\$35.05	\$36.27	\$37.54	\$38.85	\$41.91
CW 6	\$35.32	\$37.64	\$38.96	\$40.32	\$41.73	\$44.89
CW 7 Level 1	\$36.81	\$38.21	\$39.55	\$40.93	\$42.36	\$45.54
CW 7 Level 2	\$38.31	\$38.76	\$40.12	\$41.52	\$42.97	\$46.17
CW 8 Level 1	\$40.78	\$41.96	\$43.43	\$44.95	\$46.52	\$49.85
CW 8 Level 2	\$42.41	\$43.70	\$45.23	\$46.81	\$48.45	\$51.85
CW 8 Level 3	\$44.10	\$45.64	\$47.24	\$48.89	\$50.60	\$54.07
Plant Operator L1	\$30.45	\$31.52	\$32.62	\$33.77	\$34.95	\$37.87
Plant Operator L2	\$31.45	\$32.48	\$33.62	\$34.79	\$36.01	\$38.97
Plant Operator L3	\$32.32	\$33.32	\$34.49	\$35.69	\$36.94	\$39.93
Plant Operator L4	\$33.57	\$35.05	\$36.28	\$37.55	\$38.86	\$41.92
Plant Operator L5	\$35.32	\$37.64	\$38.96	\$40.32	\$41.73	\$44.89
Plant Operator L6	\$36.81	\$38.21	\$39.55	\$40.93	\$42.36	\$45.54

APPENDIX A - PROTECTIVE CLOTHING & SAFETY FOOTWEAR

When an Employee requests safety footwear or protective clothing, he/she will be supplied in accordance with the conditions prescribed herein as a minimum standard (with the exception of Casual and labour hire Employees). Replacement will be made on evidence of fair wear and tear.

CLOTHING/SAFETY FOOTWEAR

Conditions of supply

1. An Employee when working on site is required to wear all footwear and clothing supplied by the Company;
2. The supplied footwear and clothing will be replaced by the Company on a fair wear and tear basis;
3. The Parties accept as a guide to this condition that jackets would normally have an expected working life of two years and other clothing a wearing life of twelve months;
4. When reasonable cause can be demonstrated, these will be replaced at shorter intervals;
5. It is the responsibility of the Employees to clean all clothing and maintain same in neat condition at their own expense;
6. Clothing issued may be identified by a Company logo;
7. Payment in lieu of supply of clothing/footwear is not permitted;
8. An Employee who chooses to leave employment with the Company within ten (10) working days of issue may be required to pay the full assessed value of all goods supplied.
9. On leaving the Company, Employees must return all Company issued branded clothing before their termination payment will be made. The Company will ensure that Casual Employees are suitably attired for the work to be undertaken.

ISSUE OF CLOTHING AND SAFETY FOOTWEAR

The following clothing shall be supplied to all Employees upon engagement (with the exception of Casual and labour hire) and will be replaced on a fair wear and tear basis:

- One safety hard hat
- One pair of lace up safety boots (over ankle)
- One high visibility windcheater
- Two high visibility shirts
- Two pairs of work trousers or overalls (or a combination thereof)
- One high visibility winter jacket
- One pair of steel cap gumboots (issued when or if required)

APPENDIX B - CLASSIFICATION LEVELS

<p>Apprentice – Junior (under 21) or Adult (over 21 or who turns 21 during Apprenticeship)</p> <p>Undertaking a relevant Certificate III trade qualification which may either be over a three- or four-year period. When completed and qualified those undertaking a three-year qualification become a CW 4. When completed and qualified those undertaking a four-year qualification become a CW 6.</p>
<p>Construction Worker (1) Entry Level Labourer and / or Trainee; Labourer; Mobile Concrete Pump Hoseperson; Concrete Formwork Stripper; Road Maintenance Works.</p> <p>Entry Level Employees with little to no construction experience.</p>
<p>Construction Worker (2) Labourer; Mobile Concrete Pump Hoseman; Concrete Formwork Stripper; Concrete Floater/Hand; Labourer; Trades Assistant; Road Maintenance Works; Traffic Controller.</p> <p>This classification level may be utilised for construction workers who have the required qualifications and / or experience above level 1 and obtain and maintain satisfactory performance levels and competency.</p>
<p>Construction Worker (3) Labourer – Basic Scaffolder; Steel Fixer incl. Tack Welder; Trades Assistant</p> <p>This classification level may be utilised for construction workers who have the required qualifications and / or experience above level 2 and obtain and maintain satisfactory performance levels and competency.</p>
<p>Construction Worker (4) Labourer; Basic Rigger; Intermediate Scaffolder; Dogger; Steel Fixer; Concrete Finisher; Pile Rig Hand; incidental and small plant operation.</p> <p>Includes those who have completed relevant 3-year Certificate III trade qualification. This classification level may be utilised for construction workers who have the required qualifications and / or experience above level 3 and obtain and maintain satisfactory performance levels and competency.</p>
<p>Construction Worker (5) advanced skills; advanced scaffolder</p> <p>This classification level may be utilised for construction workers who have the required qualifications and / or experience above level 4 and obtain and maintain satisfactory performance levels and competency.</p> <p>Includes those who have completed relevant 3-year Certificate III trade qualification > 12 months, satisfactory performance, competencies, skills and quality standards higher than CW 4.</p>
<p>Construction Worker (6) This classification level may be utilised for construction workers who have the required qualifications and / or experience above level 5 and obtain and maintain satisfactory performance levels and competency.</p> <p>Includes those who have completed relevant 4-year Certificate III trade qualification (Known as trades equivalent level 1); and advanced rigger. Employees who are qualified, reliable, punctual, competent and work with limited supervision and ability to oversee apprentices and trainees.</p>
<p>Construction Worker (7) Level 1 - Includes Trades equivalent Level 2 Employees who possess qualification > 12 months, satisfactory performance, competencies and skills and quality standards higher than CW 6 Level 1 trades equivalent classifications. Reliable, punctual, use initiative and problem-solving skills, interpret drawings and work without supervision and mentor apprentices and trainees.</p>
<p>Construction Worker (7) Level 2 Foreperson - as per CW6 requirements plus competently carry out the duties required of a Sub Foreperson, Tower Crane Operators.</p> <p>Includes trades equivalent Level 3 Employees who possess qualification for > 2 years and maintain superior performance levels, competencies, skills including superior quality standards than expected at CW 7 Level 1 classifications.</p>
<p>Construction Worker (8) Foreperson</p> <p>As per CW6 & 7 requirements plus competently carry out the duties required of a Foreperson.</p>

Plant Operators – Grade 1 to 2

- Pneumatic tyred tractors not using power operated attachments over 70 & up to 110 kw brake power
- Crawler tractors not using power operated attachments up to and including class 2 and 3
- Pile driving machine
- Pneumatic tyred tractors using power operated attachments up to 35kw brake power
- Road roller, powered, under 4 tonnes
- Second driver – Navy and dragline – or dredge type excavator
- Winch driver
- Forklift driver

Plant Operators – Grade 3 to 4 operators

Operators possessing competency to and physically operating multiple of the below on a consistent basis:

- Compactor – up to but not exceeding 48kw
- Crawler tractor not using power operated attachments class 4 and 5
- Crawler tractor using power operated attachments class 3 and 4
- Loader up to and including 0.75 cubic metre
- Pneumatic tyred tractor not using power operated attachments, over 70 & up to 110kw brake power
- Pneumatic tyred tractor using power operated attachments, over 35 and up to 70kw brake power
- Road Roller, powered, 8 tonnes and over
- Road Roller, powered, vibrating 4 tonnes and over
- Compactor – from 48kw up to but not exceeding 95kw
- Crawler tractor not using power operated attachments, above class 5
- Crawler tractor using power operated attachments, above class 5 and 6
- Excavator up to and including 0.5 cubic metre capacity
- Grader, power operated, below 35kw brake power
- Loaders, front-end or overhead, 0.75 cubic metre up to and including 2.25 cubic metre
- Pneumatic tyred tractor not using power operated attachments, over 110kw brake power
- Pneumatic tyred tractor using power operated attachments, over 70kw & up to 110kw brake power
- Scraper, self-powered, under 10 cubic metres struck capacity
- Compactor – from 96kw up to but not exceeding 220kw
- Crawler tractor using power operated attachments, class 7 and 8
- Excavator above 0.5 cubic metre up to and including 2.25 cubic metres
- Graders, power operated, 35 to 70kw brake power inclusive
- Loaders, front-end and overhead, 2.25 cubic metres up to and including 4.5 cubic metres
- Pneumatic tyred tractor using power operated attachments, in excess of 110kw brake power
- Scraper, self-power, over 10 cubic metres up to and including 20 cubic metres struck capacity
- Compactor – from 220kw
- Crawler tractor using power operated attachments, class 9
- Excavator, over 2.25 cubic metres
- Grader, power operated over 70kw brake power
- Grader operations includes final trim
- Loaders, front-end and overhead, over 4.5 cubic metres capacity

Plant Operators – Grade 5 to 6 operators

Experienced, competent and skilled operators in excess as the levels required for above grade 4, across a wide range, variety of numerous plant, or specialist skills as described above (e.g final trim grader) operating such on a consistent basis, and other plant as required and assessed competent and willing to operate a range of plant as required. These levels include willingness to gain knowledge and skills in GPS operation and demonstrate competency using GPS equipment.

Operators at Level 5 and 6 demonstrate high performance levels, able to lead by example and willing to assist development of other operators to learn and apply new skills.

Level 6 operators demonstrate superior competencies, specialist knowledge, experience and judgement in applying all skills.

APPENDIX C - TOOL LISTS

Employees in the Structures or Steel teams will provide all tools as listed in in this Appendix as per their appropriate trade, to be eligible for the Tool Allowance listed in Appendix D.

The Rates of Pay listed in Schedule 1 reflect that each Employee will provide and maintain in good working order, all of the tools required by this Agreement. Employees who do not provide the full kit of tools within 24 hours of being requested will forfeit the Company Enterprise Allowance payable under Clause 20 of this Agreement for the period that the tools are not provided.

Each Employee shall be responsible for the proper care of tools and equipment supplied by the Company to each Employee for Employee's use on Company projects.

The cost of testing and tagging will be borne by the Company together with the maintenance and replacement of blades for power saws and electric planers, and drill bits.

Tool allowance is:

- i. Paid per hour worked;
- ii. Not payable on RDO's; and
- iii. Not payable on leave days.

Steel Workers			
Labourers (Precast)		Trades including Apprentices	
1 only	600ml Steel Square	1 only	600ml Steel Square
1 only	Centre Punch	1 only	Centre Punch
1 only	Ball Pein Hammer	1 only	Ball Pein Hammer
1 only	8" Shifter	1 only	8" Shifter
1 only	12" Shifter	1 only	12" Shifter
1 only	15" Shifter	1 only	15" Shifter
1 only	300mm Steel Ruler	1 only	1200mm Spirit Level
1 only	1000mm Steel Ruler	1 only	300mm Steel Ruler
1 only	Bevel Gauge	1 only	1000mm Steel Ruler
1 only	8.0m Measuring Tape	1 only	Bevel Gauge
1 only	30.0m Measuring Tape	1 only	8.0m Measuring Tape
2 only	250mm G Clamps	1 only	30.0m Measuring Tape
1 only	Vice Grips	2 only	250mm G Clamps
1 only	Pinch Bar	1 only	Vice Grips
1 only	Cold Chisel	1 only	Set Dividers
1 only	Allen Ket Set	1 only	Pinch Bar
1 only	Welding Helmet (basic type)	3 only	String Line / Chalk Line
1 only	Toolbox	1 only	Ring & Open End Spanner Set
2 only	Magnetic Squares	1 only	Cold Chisel
1 only	Welding Pliers	1 only	1/2" Socket Set
1 only	Multigrip Pliers	1 only	Allen Ket Set
Rate 59 cents per hour		1 only	Slide/ Pipe/ Angle Square set
		1 only	Welding Helmet (Basic type)
		1 only	Toolbox
		2 only	Magnetic Squares
		1 only	Welding Pliers
		1 only	Multigrip Pliers

Rate 71 cents per hour

Structures			
Labourers (Precast)		Trades including Apprentices	
1 only	Claw Hammer	1 only	Claw Hammer
1 only	Pinch Bar	1 only	Pinch Bar
1 only	Nips	1 only	Nips
1 only	Wire Reel	1 only	Wire Reel
1 only	Belt (for Nips & Wire Reel)	1 only	Belt (for Nips & Wire Reel)
1 only	Nail Bag	1 only	Nail Bag
1 only	8.0m Measuring Tape	3 only	8.0m Measuring Tape
3 only	Stringline/chalkline	1 only	30.0m Measuring Tape
Rate 45 cents per hour		3 only	Stringline/chalkline
		1 only	Combination Square
		1 only	Builders Square
		1 only	1.2m Spirit Level
		1 only	Large Screw Driver Set (contains min. 10 - 12)
		1 only	Large Shifter Set (contains minimum 6", 12", 18")
		1 only	Silicone gun
		2 only	Adjustable clamps
		1 set	Metric Impact sockets 10>32mm
		1 set	Chisels
		1 only	Quick release stanley knife
		1 only	200mm to 300mm spirit level
		1 only	Hand saw
		1 only	Tin snips (straight/yellow)
		1 only	Fillet cutters
		1 only	1/2" Ratchet
		1 only	Multi Grip Pliers
		1 set	Allen Keys
		1 only	4-pound sledgehammer
		1 set	3/8" & 5/16" nut setters
		1 only	1m Folding Ruler
		1 set	Spade bits (min 5 piece)
		1 only	Centre Punch
		1 only	Scraper

Rate 89 cents per hour

APPENDIX D - SUMMARY OF ALLOWANCES

Allowances	Upon FWC approval	1 July 2025	1 July 2026	30 June 2027
ACIRT or Incolink Redundancy Payment (per week)	\$35.00	\$40.00	\$40.00	\$40.00
Overtime Meals - after 9.5 Hours - where directed	\$24.00	\$24.84	\$25.71	\$25.71
Daily fares - Project/Site (per day as applicable)	\$33.48	\$34.65	\$35.86	\$35.86
Daily fares - Depot/Yard (per day as applicable)	\$23.81	\$24.64	\$25.50	\$25.50
Enterprise Agreement Allowance (per hour)	\$2.43	\$2.52	\$2.61	\$1.00
LAHA - Accommodation only (per night)	\$92.74	\$95.99	\$99.35	\$99.35
LAHA Employee provides all (per night)	\$196.65	\$203.53	\$210.65	\$210.65
Incidentals only - full board (per night)	\$36.23	\$37.50	\$38.81	\$38.81
Tool Allowance - Structures - Labourers (per hour)	\$0.45	\$0.45	\$0.45	\$0.45
Tool allowance - Structures - Trades (per hour)	\$0.89	\$0.89	\$0.89	\$0.89
Tool Allowance - Steel - Labourers (per hour)	\$0.59	\$0.59	\$0.59	\$0.59
Tool Allowance - Steel - Trades (per hour)	\$0.71	\$0.71	\$0.71	\$0.71
Leading Hand - 2 to 5 people (per hour)	\$1.78	\$1.84	\$1.90	\$1.90
Leading Hand - 6 to 10 people (per hour)	\$2.28	\$2.36	\$2.44	\$2.44
Leading Hand - more than 10 people (per hour)	\$2.84	\$2.94	\$3.04	\$3.04
First Aid (per day)	\$5.50	\$5.69	\$5.89	\$5.89
Service Allowance (where entitled) 5+ to 7 years (week)	\$5	\$5	\$5	\$5
Service Allowance (where entitled) 7+ to 10 years (week)	\$10	\$10	\$10	\$10
Service Allowance (where entitled) 10+ years (week)	\$15	\$15	\$15	\$15
Asbestos Removal Allowance	10%	10%	10%	10%
Confined space (per hour)	\$2.00	\$2.07	\$2.14	\$2.14
High pressure water operator (per day)	\$100.00	\$103.50	\$107.12	\$107.12
Demolition boom (per day)	\$65.00	\$67.28	\$69.63	\$69.63
Piling Allowance (per day)	\$20.00	\$20.70	\$21.42	\$21.42
Hydraulic attachments - hammer, ripper, screening bucket, auger, vibe bucket and grab (per hour)	\$2.50	\$2.59	\$2.68	\$2.68

APPENDIX E – SPECIAL CONDITIONS FOR COMMERCIAL BUILDING WORK ONLY

Commercial building work for the purposes of this Appendix means only work performed by the employer directly in the construction and erection of a multistorey commercial building by employees covered by the classifications in this Agreement.

The rates below shall only apply on works, where the structural erection is of a defined commercial building and the works on that defined commercial building take place within the metropolitan areas of Hobart, Clarence, Glenorchy, Launceston, Devonport and Burnie only.

Appendix E only applies to work being directly undertaken by the employee of building construction, alteration, extension, restoration, repair as well as site clearance and site restoration associated with that building work and installation of fittings and services described in clause 4.3 (a) of the Award.

Appendix E conditions do not apply to building and construction work that is:

- i) demolition or dismantling of buildings/structures and associated work
- ii) earth-moving, excavation, landscaping and associated work
- iii) the provision of car parks and other associated access work
- iv) the construction of an industrial warehouse building/s that are used primarily for industrial purposes

The rates below include the Enterprise Agreement allowance as per Clause 20 and Tool Allowance as per Appendix C that is included as an all-purpose allowance and is not paid in addition.

This Appendix applies 7 days after approval by the Fair Work Commission of this Enterprise Agreement and is not retrospective.

Classification	Upon FWC approval	1 Jul 25	1 Jul 26	30 Jun 27
CW 1	\$36.74	\$38.21	\$39.93	\$41.76
CW 2	\$38.85	\$40.40	\$42.22	\$44.16
CW 3	\$40.96	\$42.59	\$44.52	\$46.56
CW 4	\$41.38	\$43.03	\$44.97	\$47.03
CW 5	\$41.79	\$43.47	\$45.43	\$47.52
CW 6	\$42.20	\$43.91	\$45.88	\$48.00
CW 7 Level 1	\$44.33	\$46.10	\$48.17	\$50.38
CW 7 Level 2	\$46.44	\$48.29	\$50.47	\$52.79
CW 8 Level 1	\$47.71	\$49.61	\$51.85	\$54.32
CW 8 Level 2	\$49.19	\$51.15	\$53.46	\$55.96
CW 8 Level 3	\$50.66	\$52.68	\$55.06	\$57.59