

NTC CONTRACTING

Enterprise Agreement 2024



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PART 1 Agreement Formalities

1. Title

- 1.1. This Agreement shall be known as the NTC Contracting Pty Ltd Enterprise Agreement 2024.

2. Parties Bound

- 2.1. This Agreement is binding upon:
- 2.1.1. NTC Contracting Pty Ltd ("**the Company**");
 - 2.1.2. Employees of the Company who are employed in the classifications of this Agreement, in respect of construction work performed throughout Western Australia.

3. Definitions

- 3.1. In this Agreement, unless the contrary intention appears:
- 3.1.1. "**Agreement**" means the Austral Construction Pty Ltd Enterprise Agreement WA 2023, including its schedules;
 - 3.1.2. "**Award**" means the Building and Construction General On-site Award 2020;
 - 3.1.3. "**Casual employee**" means an employee engaged on an hourly basis pursuant to clause 8.4 of this Agreement;
 - 3.1.4. "**Commission**" means the Fair Work Commission;
 - 3.1.5. "**Company**" or "**Employer**" means NTC Contracting Pty Ltd (ACN 676 008 192);
 - 3.1.6. "**Employee**" means a full-time, part-time or casual employee of the Company;
 - 3.1.7. "**Employee representative**" means a person that an employee nominates as their representative;
 - 3.1.8. "**Inclement weather**" means: means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions;
 - 3.1.9. "**Ordinary hours**" means ordinary hours as defined in clause 17 of this Agreement;
 - 3.1.10. "**NES**" means the National Employment Standards provided for by the *Fair Work Act 2009*;
 - 3.1.11. "**Ordinary Time Rate**" means the base, full-time and part-time hourly wage set out at Schedules 1 and 2 of this Agreement;
 - 3.1.12. "**Remote Work**" means work that is referred to in clause 15 of this Agreement;
 - 3.1.13. "**Week's pay**", in relation to an employee whose employment is terminated, means the ordinary rate of pay for a standard week's work for that Employee at the time their employment is terminated;

4. Date of Operation

- 4.1. This Agreement will commence operation on the seventh (7th) day after the day it is approved by the Fair Work Commission (**Commission**). The nominal expiry date of this Agreement is four (4) years after the day on which the Commission approves the Agreement.

5. No Further Claims

- 5.1. It is a term of this Agreement that the parties to this Agreement will not, for the duration of its operation, make or pursue any claims in respect of any subject matters that are covered by this Agreement. This includes claims relating to any matter that may be permitted under the *Fair Work Act 2009* (other than those required by the Act), changes arising from the introduction of modern awards and changes arising from variations to modern awards (including the Award) or decisions of the Commission. It is also a term of this Agreement that the parties will not take any industrial action in support of any claims for the duration of this Agreement.

6. Entire Agreement

- 6.1. This Agreement shall stand alone and no other award, transitional instrument, preserved state agreement or notional agreement preserving state awards shall have any effect in relation to Employees covered by this Agreement while this Agreement is in operation.
- 6.2. It is intended that the terms of this Agreement are exhaustive and that no other law, awards, orders or agreements apply to Employees subject to this Agreement. However, certain specific clauses of the Award are expressly incorporated into this Agreement and form part of its terms.
- 6.3. Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, references to entitlements provided for in the National Employment Standards (NES) and other legislation are:
- 6.3.1. For information only and do not incorporate those entitlements into this Agreement; and
- 6.3.2. Not intended as a substitute for the detailed provisions of the NES and other legislation
- 6.4. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Anti-Discrimination

- 7.1. It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

PART 2 Contract of Employment

8. Engagement

- 8.1. Employees will be employed in one of the following categories:
 - a. Full-time Employees;
 - b. Part-time Employees;
 - c. Casual Employees;
 - d. Fixed-term or fixed-task Employees.
- 8.2. Full-time Employees
 - 8.2.1. Full-time Employees shall work, and be paid for, ordinary hours in accordance with clause 17, plus such overtime and shift work as may reasonably be required from time to time.
- 8.3. Part-time Employees
 - 8.3.1. Subject to clause 43 ("Jump Up Agreement"), a part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.
 - 8.3.2. The terms of this Agreement will apply pro rata to part time Employees on the basis of their ordinary hours compared to a full-time Employee's hours. Part-time employees will be paid overtime in accordance with clause 21 of the Agreement when they work in excess, or outside of, their agreed hours each week.
 - 8.3.3. Before commencing employment, the Company and the Employee shall agree in writing:
 - a. that the employee may work part-time;
 - b. on the number of ordinary hours to be worked per week;
 - c. on the days to be worked;
 - d. on the starting and finishing times;
 - e. upon the classification applying to the work to be performed; and
 - f. upon the period of part-time employment.
 - 8.3.4. The terms of this Agreement may be varied by consent and in writing between the Company and the Employee. The Company will provide a copy of the Agreement and any agreed variation to the Employee.
- 8.4. Casual Employees
 - 8.4.1. An Employee is a casual Employee if:
 - a. an offer of employment made to the Employee is made on the basis that the Company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
 - b. the Employee accepts the offer on that basis; and
 - c. the Employee becomes an Employee as a result of that acceptance.
 - 8.4.2. To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
 - 8.4.3. Casual Employees are assessed on the basis of the offer of employment and the acceptance of that offer and not on the basis of any subsequent conduct of either of the parties.
 - 8.4.4. The Company, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.

- 8.4.5. A casual Employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carers leave, paid compassionate leave, paid community service leave, notice of termination and redundancy benefits.
- 8.4.6. A casual Employee is entitled to payment for a minimum of four hours' work per engagement.
- 8.4.7. A casual Employee must be paid a casual loading of 25% on their Ordinary Time Rate as outlined in the Schedules to this Agreement. The casual loading is paid as compensation for the absence of paid leave, notice of termination, redundancy benefits and public holidays not worked.
- 8.4.8. A casual Employee will be entitled to the relevant penalty rates prescribed by clauses 22 ("Public Holidays"), 23 ("Overtime") and 24 ("Shift Work") of this Agreement as the case may be, provided that where the:
 - a. relevant penalty rate is time and a half, the casual Employee must be paid 1.75 times their Ordinary Time Rate;
 - b. relevant penalty rate is double time, the casual Employee must be paid 2.25 times their Ordinary Time Rate; or
 - c. relevant penalty rate is double time and a half, the casual Employee must be paid 2.75 times their Ordinary Time Rate.
- 8.4.9. To avoid doubt, the rates prescribed in clause 8.4.8 incorporate the casual loading.
- 8.4.10. A casual Employee who has been engaged for a regular sequence of periods of employment during a period of six months has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 8.4.11. If clause 8.4.10 is enacted, an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Company and Employee.
- 8.4.12. For the avoidance of doubt, where an Employee elects to, and does, convert to full time or part time employment, the Employee's entitlement to paid annual and personal leave accrual will commence on and from the time of conversion.
- 8.5. Fixed Term or Task
 - 8.5.1. Employees may also be engaged on a fixed term or fixed task contract with no guarantee of ongoing employment beyond that term or task.
 - 8.5.2. A fixed term Employee is engaged for a specific period of time, ordinarily as stated in their contract of employment. A fixed term Employee may be engaged on either a full- time or part-time basis.
 - 8.5.3. A fixed task Employee is engaged to complete a specific task which is defined in their contract of employment. A fixed task Employee may be engaged on either a full-time or part-time basis.
- 8.6. General:
 - 8.6.1. An employee not attending for duty or not performing work as directed shall not be paid for the actual time of non-attendance or non-performance, unless the Employee is on approved paid leave.
 - 8.6.2. An employee shall perform all work and follow all directions that the Company reasonably requires of them, provided they are within the limits of the employee's skills, competence, training and statutory requirements.

9. Probationary Period

- 9.1. A probationary period of six (6) months applies to all new full-time and part-time employees.
- 9.2. During this period, either the employee(s) or the Company may terminate the contract of employment for any reason by providing notice in accordance with clause 25.
- 9.3. Probationary employees will accrue all their entitlements under this Agreement for the duration of the probationary period. Further, employees will be paid in accordance with their recognised and assessed skills and shall not otherwise be disadvantaged while on probation.

10. Leave

- 10.1. Annual Leave
 - 10.1.1. Employees are entitled to annual leave in accordance with the Act, as amended from time to time. A summary of the entitlement to annual leave as at the date of the Agreement is as follows:
 - a. Employees (except casual Employees) will accrue four (4) weeks annual leave per year; and
 - b. Leave may be taken at times mutually agreed between the Employer and an Employee.
 - 10.1.2. The Employer may direct an Employee to take annual leave where that requirement is reasonable, for example during a shut-down or holiday period or where eight (8) weeks or more is accrued.
 - 10.1.3. If the Company shuts down all or any part of the business, and the Employee does not have sufficient accrued leave he/she may be required to take leave without pay.
 - 10.1.4. During a period of annual leave Employees will be entitled to payment at the applicable Ordinary Time Rate plus a loading of 17.5% for the Ordinary Hours of work during that period.
 - 10.1.5. If an Employee's employment ceases, they will be paid any accrued annual leave.
 - 10.1.6. The Company is entitled to take into account the operational requirements of the workplace when authorising leave and the Employee must advise their Supervisor of the dates to facilitate adjustments to Employee's rostering with the ambition of avoiding additional travel costs and ensuring adequate cover of work rosters.
 - 10.1.7. Notwithstanding the above, Employees performing Distant Work and allocated to a project will not be authorised to be absent from work on periods of annual or long service leave for greater than the total of one (1) period of rostered work, plus one (1) period of rostered R&R (for the avoidance of doubt, the period of rostered R&R is not leave but forms part of the roster cycle). Employees are required to align periods of approved annual or long service leave with rostered R&R flights in all instances. Failure to do so will result in travel for the period of approved leave being at the Employees cost.
 - 10.1.8. By written agreement with the Company, an Employee may elect to cash out part of the Employee's accrued annual leave entitlement each 12 months, provided that:
 - a. paid annual leave cannot be cashed out if the cashing out would result in the Employee's remaining accrued annual leave balance being less than 4 weeks;
 - b. each instance of cashing out paid annual leave must be by a separate written agreement between the Company and the Employee; and

- c. the Employee will be paid at least the full amount they would have been paid had they taken the leave.

10.1.9. At the Company's absolute discretion, approved Leave Without Pay (LWP) may be granted if the Employee has exhausted all of their accrued Annual Leave, and Rostered Days Off inclusive.

10.2. Personal (Sick and Carer's) Leave

Paid Carer's Leave

10.2.1. Employees are entitled to personal leave in accordance with the Act, as amended from time to time. A summary of the entitlement to personal leave as at the date of the Agreement is as follows:

- a. Employees (except casual Employees) will accrue ten (10) days of personal leave per year in accordance with their ordinary hours of work.
- b. An Employee who is absent from work due to personal illness or injury or to provide care or support to a member of their immediate family or a member of their household who is experiencing a personal illness, injury or unexpected emergency will be entitled to their Ordinary Time Rate for Ordinary Hours, to the extent they have accrued personal leave and met the Employer's notice and evidence requirements; and
- c. Employees must notify the Employer of their inability to attend for duty before the absence commences or as soon as reasonably practicable, and state the nature of the injury or illness and the estimated duration of the illness.

10.2.2. The Company may require an employee to provide reasonable evidence of their incapacity for work, or the illness/ injury/emergency affecting a member of their immediate family or household requiring the Employee's care or support (e.g. certificate of incapacity or medical certificate issued by a duly qualified medical practitioner). The Company will require reasonable evidence for absences in excess of one day, or absences either side of a weekend or a public holiday.

10.2.3. Employees who have exhausted their entitlement to paid personal leave may be entitled to unpaid carer's leave in accordance with the Act.

10.2.4. Employees must undergo a medical examination by a medical practitioner to determine their fitness for work if directed by the Employer

10.2.5. Employees are not entitled to payment for any accrued but untaken personal leave when their employment ceases.

Unpaid Carer's Leave

10.2.6. In circumstances where an Employee has exhausted the paid Personal Leave entitlement, an additional two days of Unpaid Carer's Leave may be granted for each occasion on which an Employee is unable to attend work due to the need to provide care or support to a member of the Employee's immediate family or household because of a personal illness, injury or unexpected emergency. Casual employees are also entitled to two days of Unpaid Carer's Leave in the same circumstances. Unpaid Carer's Leave does not accumulate.

10.3. Parental Leave

10.3.1. In accordance with the provisions of the *Fair Work Act 2009*, an Employee may be eligible for Unpaid Parental (Maternity, Paternity or Adoption) Leave.

10.3.2. To be eligible, an Employee must have completed 12 months service with the Company and be subject to the circumstances prescribed in the relevant provisions of the *Fair Work Act 2009*.

10.3.3. Entitlements to Personal leave, Annual Leave and Long Service Leave will not accrue while on Unpaid Parental Leave.

10.4. Compassionate Leave

- 10.4.1. Employees shall be entitled to up to 2 days (non-cumulative) leave upon the death or threat to life (due to illness or injury) of a member of the Employee's immediate family or household as defined in the *Fair Work Act 2009*. Additionally Compassionate Leave may be taken in the event of the Employee having a miscarriage, or their current spouse or de facto partner has a miscarriage, or a baby in the Employee's immediate family or household is stillborn.
- 10.4.2. The Company may require the Employee to provide evidence of the reason for an application to take Compassionate Leave.
- 10.4.3. Full-time and part-time employees are paid at their base rate of pay for the ordinary hours they would have worked during compassionate leave. Compassionate leave is unpaid for casual employees.
- 10.5. Long Service Leave
 - 10.5.1. Employees will be registered with the relevant Long Service Leave scheme in Western Australia.
- 10.6. Family and Domestic Violence Leave
 - 10.6.1. Employees will be entitled to leave to deal with family and domestic violence as provided for in the *Fair Work Act 2009* (Cth) and the Award.
- 10.7. Community Service Leave
 - 10.7.1. Employees are entitled to community service leave in accordance with the Act, as amended from time to time. A summary of the entitlement to community service leave as at the date of this Agreement is as follows:
 - a. Employees are entitled to be absent from work to participate in an eligible community service activity, provided the absence is reasonable in all the circumstances.
 - b. Eligible community service activities are jury service, voluntary emergency management activities or other activities prescribed in the *Fair Work Regulations 2009* (Cth).
 - c. Emergency management activities are those that involve dealing with an emergency or natural disaster. The Employee must be involved on a voluntary basis on request (or in circumstances where there was no request but there would have been if circumstances permitted) of an emergency management body of which the Employee is a member or has a member-like association with.

11. Training and Skills Program

- 11.1. The Company will provide training and development opportunities to employees as appropriate to participate in continuous improvement, personal development, skill enhancement and Occupational Health & Safety.
- 11.2. Training for skills enhancement may be undertaken either within or outside ordinary hours.
- 11.3. Where an Employee undertakes training at the Company's direction, the employee will be paid for all such time in which they undertake the training at the appropriate rates.

PART 3 Wage Structure and Benefits

12. Classification Structure

- 12.1. The Ordinary Time Rates of Pay to be paid for each classification are tabulated in Schedules 1 and 2 of this Agreement. The Ordinary Time Rates of Pay incorporate the following allowances:
 - 12.1.1. Industry Allowance;
 - 12.1.2. Tool Allowance (where applicable);
 - 12.1.3. First Aid Allowance.
- 12.2. Where the Company contracts to do work on a site where the terms and conditions at that site are more beneficial than those in this Agreement and the employees would be better off overall than they would be under the terms of this Agreement, the Company will ensure its employees are not to be disadvantaged if the wages and conditions are greater than those provided for in this Agreement.

13. Base Rate Wage Increases

- 13.1. The base rates of pay set out in Schedule 1 will be increased on the first, second and third anniversary of the commencement of the Agreement by the percentage of CPI Movement.
- 13.2. CPI Movement means the change in the Consumer Price Index (All Groups for the City of Perth) published by the Australian Bureau of Statistics, for the 12-month period ended 30 September of the year in question, compared to the Consumer Price Index (All Groups for the City of Perth) ended 30 September in the previous year.

14. Allowances

The following allowances only apply under this Agreement.

- 14.1. Local Living Housing Subsidy
 - 14.1.1. Local employees (Onslow area only) who are engaged on a full time basis shall receive an ex-gratia Local Living Housing Subsidy Payment of \$8.50 flat per ordinary hour of work as indicated in section 17 which is subject to statutory personal income-tax requirements. This payment is made in lieu of other payments in respect of location, living and accommodation related expenses, for example award-based location allowances.
 - 14.1.2. This allowance will not be paid for overtime hours.
- 14.2. Daily transport from accommodation or residence to Work Site

Where an Employee travels daily to and from the place of work the following shall apply:

 - 14.2.1. Where an Employee is required to travel from Project Accommodation or the company depot to a place of work, and return, in Employer provided transport and the time spent in travelling to the place of work exceeds 30 minutes; that excess time will be paid at the applicable Ordinary Time rate.

15. Working away from home

- 15.1. Application

This clause only applies to those Employees who are required to work at such a distance from the Employee's usual place of residence that the Employee cannot reasonably return to that place after each shift.
- 15.2. Accommodation

- 15.2.1. The Company will provide Employees with accommodation and meals while rostered to be on site. It is a requirement that the Employee will observe and comply with all relevant site rules. Failure to comply with such rules and behaviour standards may result in disciplinary action, including the withdrawal of the Employee's accommodation and termination of the Employee's employment.
- 15.2.2. The Company will provide transport to and from the site accommodation and main worksite.
- 15.2.3. The Company may at any time, through its officers, employees or delegates, inspect and search an Employee's:
 - a. personal property on the Company's premises or other work site location;
 - b. work area; or
 - c. on-site accommodation rooms.
- 15.2.4. The Employee, or their nominated representative, is entitled to be present at any inspection or search of the Employee's personal property.
- 15.3. Living Away From Home Allowance
 - 15.3.1. Payment of LAFHA will be in accordance with the prevailing ATO guidelines at the time to enable the Employee to provide their own messing and/or accommodation and will be made in lieu of Company provided messing and/or accommodation. Concessional taxation treatment will only be applied subject to the Employee providing any documentation and meeting any requirements (including a declaration of their Usual Place of Residence) as required by the ATO from time to time in connection with LAFHA.

15.4. Flights

- 15.4.1. The Company will provide Employees with flights in accordance with the table below:

Roster cycle period	Flight departure location	Flight destination
Commencement of on duty period	The nearest capital airport to the employees point of hire	The airport nearest the workplace designated for the employee
Commencement of off duty period	The airport nearest the workplace designated for the employee	The nearest capital airport to the employees point of hire

- 15.4.2. It is each Employee's responsibility to board scheduled flights booked for the Employee by the Company. Where the Employee misses a scheduled flight, it is the Employee's responsibility to transport themselves to the relevant destination.
- 15.4.3. If an Employee misses a booked commute flight, the Company:
 - a. reserves the right to reconcile the full cost of the airfare from any amount owed by the Company to the Employee; and
 - b. will institute appropriate disciplinary action, which may include termination of employment, if this is an ongoing problem.
- 15.4.4. The Employee will not be paid for any shifts missed by them due to missing a flight booked for them by the Company.
- 15.4.5. It is understood that reconciliations for missed flights will only be made where it is fair and reasonable in the circumstances to do so

16. Apprentices

- 16.1. The parties encourage the engagement of apprentices to work on Company projects and sites. However, in relation to work on any particular project or site, the Company may reach a decision that an apprentice must be in at least their third or fourth year, or otherwise have sufficient industry experience, to be engaged to work safely on the project or site.
- 16.2. The Company will, if practicable, provide work opportunities to apprentices employed by it or through a group training organisation.
- 16.3. Apprentices will be paid the applicable percentage of the Ordinary Time Rate of Pay based on their classification outlined in the Schedules to this Agreement, as set out below:

Four Year Term	% of Wage Rate
First Year	45
Second Year	55
Third Year	75
Fourth Year	90
Three and a Half Year Term	% of Wage Rate
First Six Months	45
Next Year	55
Following Year	75
Final Year	90
Three Year Term	% of Wage Rate
First Year	55
Second Year	75
Third Year	90

PART 4 Hours of Work, Overtime

17. Ordinary Hours

- 17.1. Except as provided in Clause 43 ("Jump Up Agreement") and Clause 24 ("Shift Work"), ordinary hours will not exceed an average of 38 per week over a defined work cycle.
- 17.2. No more than 8 ordinary hours can be worked on any one day. Employees may be rostered to work from Monday to Friday inclusive.
- 17.3. The Ordinary Hours will be 38 per week averaged over a four (4) week period, between 6:00 am– 6:00 pm Monday to Sunday up to a maximum of 8 hours per day. The pattern of working hours within the spread of ordinary hours may be altered by agreement with an individual Employee or with the majority of Employees in the plant, site, section or sections concerned or by the Company giving 1 weeks' notice.
- 17.4. Work done outside of ordinary hours will be payable at overtime rates as provided for by this Agreement.
- 17.5. Ordinary hours outlined in clauses 17.1, 17.2 & 17.3 above, can be varied by one (1) hour, to commence earlier than 6:00am and/or finish later than 6:00pm by agreement between the employee(s) concerned and the Company.
- 17.6. The start-time is at the commencement of the daily pre-start meeting.

18. Breaks

- 18.1. The Employer will provide a thirty (30) minute unpaid break where a shift of greater than five (5) hours is to be worked. Work breaks may be staggered by the Employer or required to be taken earlier to meet operational requirements, provided that such breaks will not occur earlier than three (3) hours after the commencement of the duty and an Employee will not be required to perform more than five (5) hours' work without being provided with a break either pursuant to this clause or clause 18.2.
- 18.2. Employees will be allowed a paid rest break of fifteen (15) minutes duration ("workface to workface"). Where rostered hours are for ten (10) or more, then the rest period may be extended to (30) minutes without deduction of pay.

19. Rostering

- 19.1. Ordinary Hours will generally be worked within the established roster pattern for the specific project as determined by the Employer to suit project needs.
- 19.2. The roster pattern for the specific project may require Employees to work reasonable additional hours, including on weekends and public holidays, in order to meet the operational requirements of the Employer and the circumstances of the specific project and may include compressed roster cycles with a cycle of rest and recreation (R&R) of non-working time. To avoid doubt, such R&R is not leave and forms part of the work cycle.
- 19.3. The Employer and an Employee or group of Employees may, during the course of a project, develop by agreement innovative working arrangements that provide better use of hours available for work and provide quality of life advantages and productivity improvements, provided that any such agreement will not result in terms and conditions less favourable than this agreement.

20. Rostered Days Off

- 20.1. Subject to Clause 43 ("Jump Up Agreement") an Employee may be required to work on a site or project on which hours are arranged on a system which provides for Employees to accrue rostered days off (RDOs).
- 20.2. If, in such a case, the Company elects to roster the Employee on a system which provides for the accrual of RDOs then:

- 20.2.1. If the Employee is rostered to work a 36-hour week, the Employee will accrue one RDO for every full two weeks worked by working (8) eight hours each day Monday to Friday, being paid 7.2 ordinary hours' pay and accruing 0.8 at the ordinary hourly rate per hour towards an RDO;
- 20.2.2. RDOs shall not be accrued during any period of leave or absence from work, except for paid public holidays;
- 20.2.3. The structure of taking any RDO accruals or day/s will be at the company's discretion and as directed by the company.
- 20.2.4. In the circumstance where an Employee has not accrued enough ordinary hours toward an RDO prior to it occurring, any time accumulated for the purposes of the RDO will be paid toward that RDO and any time remaining will be unpaid
- 20.2.5. At the time of termination from the project, any undertaken RDO accrual hours shall be paid to the Employee at the ordinary rate.

21. Rest and Recreation (R&R)

- 21.1. This clause only applies to Employees performing work where rosters are based on a compressed cycle of worked days, followed by a cycle of non-working time (R&R).
- 21.2. The work cycle of each Employee will commence on his or her commencement date on the project. The Employer may choose to shorten or lengthen the Employee's first work cycle to align the Employee's work cycle with that of other Employees. The work cycle forms the basis for scheduling the staffing of the project. Employees will only receive R&R where determined by the Employer and there are more than two (2) weeks' work for the Employee to complete on the project. The work cycle will be determined on a project by project case and Employees advised of this cycle prior to engagement.
- 21.3. The Employer may reschedule R&R to meet operational requirements. The Employee may then be required to work a shortened/extended work cycle in order to regain their original work cycle. The Employer must provide at least one (1) weeks' notice of such change.
- 21.4. The Employer shall transport Employees by economy air transport to the Capital City airport nearest to the Employees' Distant On-Hire Point when an Employee commences a period of R&R. Specific details of R&R travel arrangements will vary relative to each individual Employee's circumstances. The Company may require an Employee who misses their scheduled flight to reimburse the cost of the flight to the Company unless the reason for missing the flight is acceptable to the Company.
- 21.5. Travel for the purposes of R&R will occur on the last day of an Employee's work cycle and on the last day of their R&R cycle. Notwithstanding this, the Company at its sole discretion may vary these standards to align with project specific requirements as needed.
- 21.6. All travel time for the purposes of R&R will be unpaid unless otherwise stipulated.
- 21.7. Should the Employee's usual place of residence be within driving distance of the Project Accommodation, Drive In / Drive Out (DIDO) arrangements may be applied with approval from the Employer on request, or by direction by the Employer, in place of clause 21.4.
- 21.8. For avoidance of doubt, Employees will accrue unpaid R&R for each completed week (7 days) of service within the work cycle. All accrued R&R must be taken as unpaid time as a part of the work cycle and cannot be cashed out or otherwise traded. The following examples are provided as to how R&R should be calculated based on indicative roster patterns.

Example Calculations

- 21 and 7 roster - 7 days unpaid R&R for each completed 21 day work cycle is equivalent to a total of 2.33 days of R&R per completed work week (i.e. $7/(21/7) = 2.33$)

- 28 and 7 roster – 7 days unpaid R&R for each completed 28 day work cycle is equivalent to a total of 1.75 days of R&R per completed work week (i.e. $7/(28/7) = 1.75$)
 - 14 and 7 roster - 7 days unpaid R&R for each completed 14 day work cycle is equivalent to a total of 3.5 days of R&R per completed work week (i.e. $7/(14/7) = 3.5$)
 - 5 and 2 roster – 2 days of unpaid leave for each completed work cycle is equivalent to a total of 2 days of R&R for each completed work week (i.e. $5/(5/2) = 2$)
- 21.9. R&R is taken in each roster period. To avoid doubt, R&R is not leave and cannot be banked and is considered an unpaid absence from work.
- 21.10. All items stipulated in this clause 21 may be replaced Subject to clause 43 ("Jump Up Agreement") as long as these conditions are no less favourable than those provided by this agreement.

22. Public Holidays

- 22.1. Employees are entitled to be absent from work, without loss of pay, on the public holidays.
- 22.2. The following days shall be observed as public holidays:
- a. New Year's Day (1 January);
 - b. Australia Day;
 - c. Labour Day;
 - d. Good Friday;
 - e. Easter Sunday;
 - f. Easter Monday;
 - g. Anzac Day (25 April);
 - h. Western Australia Day;
 - i. Sovereign's Birthday;
 - j. Christmas Day; and
 - k. Boxing Day.

Provided that, if any other day declared by or under a law of a State or Territory is generally observed in a locality as an additional day or as a substitute day for any of the said holidays, the additional day shall also be observed, or the day so substituted shall be observed.

- 22.3. Due to the operational requirements of the Company, its clients and the nature of the work, the Company may request employees work on public holidays. Public holidays worked are paid at a rate of double time and a half of the Ordinary Time

23. Overtime

- 23.1. Obligation to work overtime
- 23.1.1. All hours worked by Employees beyond their Ordinary Hours of work in excess of the averaged roster cycle (for Day Work and Shift Work) or outside the spread of hours (for Day Work) shall be treated and paid as overtime.
 - 23.1.2. Employees agree to work reasonable overtime as required by the Employer. Overtime for Day Work and Shift Work will be in accordance with this clause 23
 - 23.1.3. All overtime is subject to approval by the Company (or its designated representative) prior to commencement. Unapproved overtime will not attract any payment.
 - 23.1.4. If it is necessary to withdraw overtime, the Company will provide employees with adequate notice (at least two (2) hours during Monday to Friday and at least four (4) hours on a weekend).

- 23.2. The time worked by full-time or part-time employees outside or in excess of the ordinary hours prescribed in clause 17 above or as agreed under clause 17.5 above shall be overtime and shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 23.3. Hours worked on a Saturday will be subject to the following penalty rates and conditions with a minimum duty or payment of three (3) hours' work:
 - 23.3.1. First two (2) hours - time and a half the Ordinary Time Rate;
 - 23.3.2. After the first two (2) hours or any hour after 1200 - double the Ordinary Time Rate; and
 - 23.3.3. All work performed on a Saturday following Good Friday will be paid at the rate of double time and a half the Ordinary Time Rate with a minimum duty or payment of four (4) hours' work.
- 23.4. Ordinary Hours worked on a Sunday will be paid at double the Ordinary Time Rate with a minimum duty or payment of four (4) hours' work.
- 23.5. Rest Period
 - 23.5.1. The Company shall endeavour to provide a full-time or part-time employee who works overtime with at least a ten (10) hour rest period between the end of work on any one day and the start of ordinary hours on the next day.

24. Shift Work

- 24.1. Definitions
 - 24.1.1. Afternoon shift means any shift finishing at or after 7.00 pm and at or before midnight.
 - 24.1.2. Night shift means any shift finishing after midnight and at or before 8.00am.
- 24.2. Shift Loadings
 - 24.2.1. Employees when on afternoon or nightshift shall be paid a flat loading of 25% of their ordinary rate for each hour worked.
- 24.3. Shift Break
 - 24.3.1. Employees must have a minimum break of ten (10) hours from the time they complete one shift and the time they start the next shift. If an employee is required to work less than 4 consecutive shifts defined as shift work under 24.1 and resumes back on day shift then after taking a minimum of ten (10) consecutive hours off duty then that employee is entitled to be paid Ordinary Hours occurring during such absence.

25. Termination of Employment

- 25.1. For full-time and part-time employees, termination of employment shall be in accordance with the *Fair Work Act 2009*. The period of notice required to be given by the Company for such employees at the time of approval of this Agreement is as follows:

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

- 25.2. The period of notice required shall be increased by one (1) week where the employee is over forty-five (45) years of age and has completed at least two (2) years of continuous service with the Company at the time notice of termination is given.
- 25.3. The period of notice to be given by an employee shall be the same as that required by the employer, except employees over the age of 45 will not be required to provide additional notice. If an employee who is at least 18 years old does not give one (1) weeks' notice, the Company is entitled to deduct from wages due to the employee under this Agreement an amount that is no more than one (1) week's pay, provided this is not unreasonable in the circumstances. If the Company has agreed to a shorter period of notice than that required by this clause 25.3, then no deduction shall be made.
- 25.4. Payment in lieu of notice shall be made if the appropriate notice period is not given by the Company except for summary dismissal in accordance with Clause 25.5. The employment may be terminated by the Company providing part of the period of notice and part payment in lieu. The Company may also elect to pay in lieu of the entire notice period. Payment in lieu of notice shall be calculated in accordance with the Act.
- 25.5. Nothing in this clause shall affect the right of the Company to summarily dismiss an employee for serious misconduct.
- 25.6. Casual employees are entitled to one (1) hours' notice of termination by the Company or payment in lieu of that notice. Casual employees who resign their employment must provide the same amount of notice or sacrifice a portion of their wage equivalent to that which would have been earned if the notice period had been served.
- 25.7. The employment of Employees engaged on a fixed or specified term or task contract will automatically cease upon the expiration of the term or completion of the task, unless either party ends the employment earlier by giving the notice specified in this clause.
- 25.8. The employment of Apprentices or Registered Trainees will automatically cease upon the completion, termination or suspension of the apprenticeship/traineeship, unless the Apprentice/Registered Trainee and the Company have otherwise agreed in a separate written contract of employment.

26. Redundancy

- 26.1. All clauses of this section shall be subject to the National Employment Standards.
- 26.2. An Employee whose employment is terminated by the Employer for any reason other than those set out in clause 26.3 will be paid redundancy pay calculated at the rate of 1.80 times their Ordinary Time Rate for each Completed Week of Service under this Agreement.
- 26.3. Payment will not be made under clause 26.1 where the reason for the termination of the Employee's employment by the Employer:
 - 26.3.1. relates to the performance or conduct of the Employee;
 - 26.3.2. is part of the ordinary and customary turnover of labour consistent with the usual course of the Employer's operations with regard to the termination and/or procurement of contracts for work; or
 - 26.3.3. is that the Employee resigns their employment.
- 26.4. The following types of Employees are not entitled to redundancy pay:
 - 26.4.1. casual Employees;
 - 26.4.2. fixed term Employees whose employment ends at the end of their fixed term in accordance with their employment contract; and
 - 26.4.3. fixed task Employees whose employment ends at the end of their fixed task in accordance with their employment contract.
- 26.5. A Completed Week of Service means any week where the Employee attends work for all working hours and will also include any period of absence by the Employee due to:
 - 26.5.1. paid leave approved by the employer;

- 26.5.2. illness or accident up to a maximum of four weeks after the expiration of paid personal leave; and
- 26.5.3. injury received during the course of employment and up to a maximum of 26 weeks for which the employee received workers compensation.
- 26.6. Any period of service as a casual will not entitle an Employee to accrue redundancy pay under this clause.
- 26.7. The payments provided by this clause are inclusive of any statutory entitlements to redundancy pay or severance pay that would otherwise be payable to the Employee.

27. Abandonment of Employment

- 27.1. If an Employee is absent from work without reasonable cause for three (3) consecutive rostered working days without the consent of the Company or without notification to the Company, the Employee may be deemed, at the discretion of the Company, to have abandoned his or her employment without notice. The Company will then treat the Employee's employment as having been ended by the Employee with effect from the last day of attendance at work, and wages shall be paid only up to the last working day.
- 27.2. All clauses of this section shall be subject to the National Employment Standards.

28. Grievance and Dispute Settlement Procedure

- 28.1. This procedure is designed to promote the resolution of issues that arise at the lowest possible level and to provide a step-by-step process which will be accessed if the parties are genuinely unable to resolve the issue.
- 28.2. At each step in the procedure, reasonable time is to be allowed for the parties to resolve the matter. A party to the dispute may appoint another person, organisation or association to accompany or represent them at each step in relation to the dispute. The parties agree not to proceed to each next step in the procedure until the previous step has been completed. Following these procedures will ensure the dispute is resolved in the most efficient manner.
- 28.3. In the event of a dispute in relation to a matter arising under this agreement, and/or the National Employment Standards (NES) in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate. If the matter is not resolved at this level, the grievance shall be referred to the Management.
- 28.4. If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution.
- 28.5. The parties to the dispute may agree on the process to be utilised by the Commission including mediation or conciliation.
- 28.6. Any solution proposed by the Commission must be consistent with relevant legislation.
- 28.7. It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally. The circumstances that applied prior to the dispute arising shall apply until final resolution of the matter.
- 28.8. This dispute resolution procedure does not apply to Occupational Health and Safety matters. It is expected that the Occupational Health and Safety Representatives will follow appropriate procedures in the resolution of any Health and Safety matters.

29. Disciplinary Procedure

- 29.1. Where, after reasonable investigation, the Company believes an employee has committed an act of misconduct or poor performance, the Company may implement one or more of the following acts of discipline:
 - Counselling

- Suspend with pay
 - Official warning
 - Dismissal (with or without notice).
- 29.2. In circumstances where the Company has issued an employee with two official warnings, and that employee is found by the Company, after investigation, to have committed another act of misconduct or poor performance, that employee may be dismissed.
- 29.3. The Company may dismiss an employee without notice where the employee has committed an act of serious or wilful misconduct.
- 29.4. In the event that an Employee is alleged to have engaged in Serious Misconduct, the Employee may be suspended from their employment with payment for Ordinary Hours at the Ordinary Time Rate plus applicable allowances pending the outcome of an investigation. The Employee must remain fit for, and ready to attend work at short notice during any period of suspension.

PART 5 Occupational Health and Safety

For the purposes of this Part "Health" means physical and psychological health.

30. Personal Protective Equipment (PPE) And Clothing

It is the obligation of the employee to wear, maintain in a suitable condition and appropriately store during periods of R&R, all PPE required. It is the Company's responsibility to ensure that each employee has been provided with the necessary PPE for their role.

31. Health and Safety

The parties to this Agreement are committed to the safe operation of plant and equipment, to the observation of safe working practices, the proper use of all personal safety equipment, and to providing a safe and healthy working environment on all projects. To facilitate this, it is agreed that:

- 31.1. the Company has a responsibility to provide a safe workplace, and the employees have the responsibility to work in a safe and responsible manner;
- 31.2. any employee becoming aware of a situation that is unsafe is responsible for immediately reporting the information to their supervisor or other nominated representative of the Company;
- 31.3. items of safety equipment and apparel should be provided, used, and worn as required and directed;
- 31.4. the Company, and where necessary its employees, will carry out safety assessments and design work method statements as part of project safety plans. It shall be a dismissible offence to interfere with, or make inoperative, any safety equipment or guardrails;
- 31.5. all first-aid treatments or work-related injuries must be reported to the appropriate supervisor or nominated first aider for treatment and recording; and
- 31.6. all medical conditions and medications which could impact fitness for work must be reported to the appropriate supervisor.
- 31.7. any damage to plant or equipment must be reported to the appropriate supervisor immediately.

32. Drug and Alcohol Consumption

- 32.1. It is agreed that, under no circumstances, will any employee affected by alcohol and/or affected by any other drug be permitted to commence/continue working, or operate any equipment, on Company projects or whilst engaged on another project. To this end it is agreed that where required by the Company, daily alcohol and random drug testing will be conducted prior to the commencement of work. In the case of an employee's involvement in an incident, the employee shall submit to causal alcohol and drug testing.
- 32.2. It is agreed that should a member of the Company's site management team have a reasonable suspicion that any employee is under the influence of alcohol or some other illicit or foreign substance, such person may direct the employee to leave the site and undergo causal alcohol and drug testing in accordance with the Company's Drugs and Alcohol procedure.
- 32.3. The employee shall not be entitled to any further payment from the time they have been directed to leave the site, until such time as they present themselves for work in a fit and appropriate manner.
- 32.4. Further, it is agreed that the Company's employees will adhere to a zero (0) alcohol level whilst working. Any breach of this term will be deemed serious misconduct and may result in summary dismissal.
- 32.5. The Company may at any time require the employee to undertake a drug or alcohol test. Where an employee fails such a test, the Company has the right to recoup travelling and accommodation expenses incurred by the employee if, in the Company's opinion, the expenses incurred have been misspent.

- 32.6. An employee who is suspected by the Company, on reasonable grounds, to have breached the provisions of this Agreement or any policy of the Company in relation to the consumption of drugs and alcohol, may be required to undergo a test if additional evidence is required to establish the existence of alcohol or an illicit substance in the employee's blood.
- 32.7. Where an employee is working on a site where the Drug and Alcohol procedures differ from those above, the employee will observe the site-specific Drug and Alcohol policy and procedures.

33. Smoking

- 33.1. The Company has a no-smoking policy in place applying to Company site offices, mess/change sheds, Company vehicles and wherever appropriate signage is displayed. All employees are to adhere to the policy.

34. Work Practices and Code of Conduct

- 34.1. All employees of the Company are required to maintain the following standards of conduct:
 - 34.1.1. All employees on a project will be productive. There will be no scope for unproductive employees.
 - 34.1.2. As a general rule, all crane crew members will be interchangeable. For example, if an employee is qualified and experienced as either a crane driver, dogman, rigger, hoist driver, or forklift driver, the person may be utilised in any such capacity.
 - 34.1.3. The practice of "one in all in" for overtime shall not apply on any project.
 - 34.1.4. All employees shall work safely and wear appropriate, Company-supplied clothing and personal protective equipment.
 - 34.1.5. All employees shall maintain regular attendance with punctual time keeping.
 - 34.1.6. All employees shall not unreasonably refuse a lawful direction to undertake duties within his/her skill capacity and qualifications.
 - 34.1.7. All employees shall refrain from making or supporting any claim for payment of lost time due to industrial disputes.

PART 6 Miscellaneous

35. Inclement Weather

Practice:

- 35.1. The parties to the Agreement shall collectively work towards the minimisation of lost time due to inclement weather and undertake to adopt the following principles in relation to inclement weather and the non-productive time inclement weather creates.
- 35.2. All parties shall adopt a reasonable approach as to what constitutes inclement weather.
- 35.3. Within thirty (30) minutes after the commencement of inclement weather, the Company in conjunction with the employees, and, when appropriate, the safety representative, shall assess the weather conditions and, where necessary, shall transfer employees to other work activities or training.
- 35.4. Employees shall accept transfer to an area or site not affected by inclement weather where useful work is available, provided the useful work is within the employee's skill, competence and training.
- 35.5. Where useful work is not available, the use of non-productive time shall be utilised for activities as determined by the Company, such as relevant and meaningful skill development, safety training and other training, presentation and participation in learning, planning and reprogramming of the project or any other useful utilisation of non-productive time as the Company may reasonably require.
- 35.6. If information indicates that the weather will continue to be inclement, the Company may release employees for the remainder of the day. In this situation, Employees shall be paid the ordinary hours normally worked for the day. For the avoidance of doubt, Employees will not be paid for overtime in accordance with this clause.
- 35.7. A maximum of thirty-two (32) ordinary hours' pay will be payable in every four (4) week period where ordinary work is ceased due to inclement weather.

36. Cyclone Procedure

- 36.1. The following shall apply when the employer stands down an employee due to a cyclone alert during the employee's rostered work cycle. This entitlement does not apply to a casual employee.
- 36.2. Each permanent employee who:
 - 36.2.1. at the commencement of the cyclone alert period reports for and remains at work until otherwise directed by the employer; and
 - 36.2.2. following the "all clear" resumes duty in accordance with the direction of the employer,shall for each rostered shift occurring during the cyclone alert period be paid for ordinary hours per rostered shift occurring during each day of the stand down up to a maximum of thirty-two (32) ordinary hours' pay. Such hours are to be paid at the employee's ordinary rate.
- 36.3. After the "all clear" has been given the employee shall be notified by the employer of:
 - 36.3.1. the time at which normal operations are to resume; and
 - 36.3.2. the time at which employees are to resume work, and an employee who does not present for work at the time required by the employer, is not entitled to payment for the stand down period.
- 36.4. Where, on the day following the resumption of normal operations or on any subsequent day, an employee cannot, because of damage caused to the operations by cyclone, be usefully employed for a period over one day the stand down clause may be applied by the employer.

- 36.5. Distant workers under clause 15 who are transported from site to their point of hire during a rostered cycle or shift due to the safety precautions of a cyclone, the stand down clause may be applied by the employer.
- 36.6. Distant workers under clause 15 who are prevented returning to site to start a rostered cycle or shift due to the safety precautions of a cyclone, the stand down clause may be applied by the employer.

37. Cancellation of Saturday & Sunday work

- 37.1. During periods of inclement weather, employees shall, if required, continue to report for work on Saturdays and Sundays unless otherwise advised by the Company.
- 37.2. The Company may decide to cancel Saturday and Sunday work if it decides those hours will not be sufficiently productive because of inclement weather. The Company will provide Employees with notice in accordance with clause 23.1 of the intention to withdraw overtime.
- 37.3. To affect this cancellation, the Company shall inform the employees verbally.
- 37.4. Employees working in dry situations shall continue to work as normal. It is the Company's responsibility to inform those employees who it considers to be working in dry situations.

38. Stand Down

- 38.1. The Company may deduct payment from an employee for any day on which, or for any period of any day during which, the employee cannot be usefully employed because of any strike or because of any stoppage of work by any other cause for which the Company cannot reasonably be held responsible.

39. Superannuation

- 39.1. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees.
- 39.2. The Company will make superannuation contributions, capped to the maximum level, in accordance with relevant superannuation legislation, as amended from time to time.
- 39.3. Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Company is unable to pay into that fund, contributions will be paid into a Cbus fund nominated by the Company.

40. Individual Flexibility

- 40.1. An Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 40.1.1. the agreement deals with 1 or more of the following matters:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. leave loading; and
 - 40.1.2. the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - 40.1.3. the arrangement is genuinely agreed to by the Company and employee.
- 40.2. The Company must ensure that the terms of the individual flexibility arrangement:
 - 40.2.1. are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- 40.2.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- 40.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 40.3. The Company must ensure that the individual flexibility arrangement:
 - 40.3.1. is in writing; and
 - 40.3.2. includes the name of the Company and employee; and
 - 40.3.3. 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
 - 40.3.4. includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 40.3.5. states the day on which the arrangement commences.
- 40.4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 40.5. The Company or employee may terminate the individual flexibility arrangement:
 - 40.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 40.5.2. if the Company and employee agree in writing — at any time.
- 40.6. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Company and an individual employee contained in any other term of this agreement.

41. Consultation Regarding Major Workplace Change

- 41.1. Company to notify
 - 41.1.1. Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes. The affected employees may appoint a representative for the purposes of the procedures in this term.
 - 41.1.2. Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 41.2. Company to discuss change
 - 41.2.1. The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 41.1.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - 41.2.2. The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 41.1.1.

- 41.2.3. For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

42. Consultation About Changes to Rosters or Hours of Work

- 42.1. This clause applies if the Company proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 42.2. The Company must consult with any employees affected by the proposed change and their representatives (if any).
- 42.3. For the purpose of the consultation, the Company must:
- 42.3.1. provide to the employees and representatives mentioned in clause 42.2 above information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- 42.3.2. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 42.4. The Company must consider any views given under clause 42.3.2 above.
- 42.5. This clause 42 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

43. Jump Up Agreement

- 43.1. By way of a common-law agreement between the Company and an Employee, an Employee may elect to work pursuant to the terms of a Letter of Assignment (LoA).
- 43.2. An election to work pursuant to the terms of a LoA will only be valid if the terms and conditions of the LoA are better off overall when compared to not only the Modern Award but also compared to this Enterprise Agreement as a minimum.
- 43.3. For the avoidance of doubt at no stage can an Employee receive a payment or benefit less than the NES.
- 43.4. An Employee or Company engaged in a LoA may end the assignment agreement and revert to the terms of the Enterprise Agreement by the following:
- 43.4.1. in accordance with the provisions outlined in the LoA;
- 43.4.2. where there is no provisions specified in the LoA, by the employer or the individual employee giving four weeks' notice of termination, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 43.4.3. at any time, by written agreement between the employer and the individual employee.
- 43.5. A LoA is an agreement that applies to, or is prevalent on, a specific assignment that the particular Employee is working on.
- 43.6. At all times a LoA is in operation, this Agreement will continue to apply to the Company and the Employee. At no time can an Employee or the Company elect (unilaterally or otherwise) not to be covered by the Agreement.

44. Signatures

Employer

Signed for and on behalf of NTC Contracting Pty Ltd (ACN 676 008 192)



Jason Vercoe Date: 7/12/24

Signature on behalf of
the Company

Name of person authorised
to sign

Managing Director
Position

72B McCallum Cres, Address, WA 6153

Address

For Employees

Signed on behalf of the employees covered by this agreement



FOR KEEFFE Date: 7/12/24

Signature of

Name of Representative

Employee Representative

18 ANNANDALE CIRCLE, KINGS CROSS, WA. 6028

Address

Post Code

SCHEDULE 1 Employment Classifications

Employees are classified by level (Grade 2 to Grade 7).

Classifications are based, at the discretion of the Company, on overall performance depending on the level of experience, responsibility, initiative, competence and skill an Employee brings to the work performed.

The table below provides an indication of typical skill levels, responsibilities, machinery or roles for a particular classification.

Classification Level	Classification Description
G2	<ul style="list-style-type: none"> • A Trainee with minimal experience working under general supervision; • able to complete basic or repetitious tasks; • and use selected tools and equipment. <p>Role type may include Trainees and Junior Construction Workers.</p>
G3	<ul style="list-style-type: none"> • Completion of Entry level or other equivalent experience; • Exercising basic skills and knowledge; • Holding a driver's license; • Able to conduct repetitious tasks; • Working under general or limited supervision. <p>Role types may include: Bus Driver, Labourer, EWP Operator, Forklift Operator, General Hand, Peggy, Store person or Trades Assistant</p>
G4	<ul style="list-style-type: none"> • Exercising a sound level of skill; • Able to use relevant tools, vehicles and equipment; • Exercising discretion within the scope of this level; • Able to work with limited supervision. <p>Role types may include: Concreter, Drainer Offsider, Dump Truck Operator, Roller Operator, Skid Steer, Steel Fixer, experienced Trades or Survey Assistant, Traffic Controller or Water Cart Operator, Concrete Pump Line Hand, Ground Works Labourer</p>
G5	<ul style="list-style-type: none"> • Combining experience with a competent level of skill and trade knowledge; • Able to interact well with other machines, trades or processes; • Work either independently or with minimal supervision. <p>Role type may include: Experienced Concrete Finisher & Screed to Falls, Carpenter, Dogger, Drainer, Pipe layer, Plumber, Rigger, Scaffolder or Production Operators (Dozer /Excavator / Loader/ Grader), Ground Worker, Steel Fixer</p>
G6	<ul style="list-style-type: none"> • Exercising a high level of skill and trade knowledge; • Able to work with precision; • Manage and supervise some tasks and/or work independently. <p>Role type may include: Crane Operator, highly skilled and multi-skilled Tradespersons and Production Operators (Carpenter / Concreter / Steel Fixer / Excavator / Loader / Grader / Scraper / Dozer, Heavy Diesel Mechanic, Electrician, Plumber, Drainer, Ground Works)</p>
G7	<ul style="list-style-type: none"> • Exercising superior level of skill and trade knowledge, able to work with high levels of precision and able to work independently • Able to organise, supervise and complete complex tasks and works <p>Role types may include: Final Trim Operators and highly specialised or multiskilled Tradesperson (Heavy Diesel Mechanic / Electrician / Plumber/ Carpenter/ Concreter/ Steel Fixer/ Ground Worker) and multiskilled Production Operators (Grader / Scraper / Loader / Dozer)</p>

SCHEDULE 2 Hourly Rates of Pay

Classification	Ordinary Time Rate
G2	\$33.74
G3	\$36.33
G4	\$38.93
G5	\$41.52
G6	\$44.12
G7	\$46.71