



# **Halo Civil Engineering Enterprise Agreement 2024**

## CONTENTS

<b>SECTION ONE – ADMINISTRATION</b> .....	4
1. Title.....	4
2. Coverage and Application of this Agreement.....	4
3. Commencement and Duration of Agreement.....	4
4. Definitions.....	4
5. Operation of Agreement.....	5
6. No Extra Claims.....	5
7. Enterprise Flexibility.....	5
8. Consultation.....	5
9. Individual Flexibility.....	7
10. Request for Flexible Working Arrangements.....	8
11. Resolving Workplace Concerns or Disputes.....	8
<b>SECTION TWO - CONTRACT OF SERVICE</b> .....	8
12. Categories of Employment.....	8
13. Probation.....	9
14. Redundancy.....	9
15. Termination of Employment.....	10
16. Stand Down.....	10
17. Inclement Weather.....	10
18. Fitness for Work/Conduct.....	11
19. Residential & Distant Employee.....	11
<b>SECTION THREE - LEAVE</b> .....	12
20. Annual Leave.....	12
21. Personal/Carer’s Leave.....	12
22. Compassionate Leave.....	12
23. Public Holidays.....	12
24. Community Service Leave.....	12
25. Parental Leave.....	12
26. Long Service Leave.....	13
27. Family and Domestic Violence Leave.....	13
<b>SECTION FOUR - HOURS OF WORK</b> .....	13
29. Ordinary Hours.....	13
30. Rostered Days Off.....	13
31. Rostering and Roster Cycles.....	14
32. Rest and Meal Breaks.....	14
<b>SECTION FIVE - INCOME</b> .....	14
33. Payment of Wages.....	15
34. Superannuation.....	15
35. Training.....	15
36. Higher Duties Allowance.....	15
37. Meal Allowance.....	15
38. Travel Allowance.....	15
39. Rigging and Scaffolding Certificate Allowance.....	15
40. First Aid Allowance.....	16
41. Tools.....	16
42. Rate Reviews.....	16
43. Apprentices.....	16
<b>SCHEDULE A</b> .....	16
1. Base Rate of Pay.....	16
2. Casual Loading.....	17

3. Leading Hand Allowance.....	17
4. Overtime .....	18
5. Public Holiday .....	19
6. Shift Work.....	19
APPENDIX 1 CLASSIFICATIONS.....	20
SIGNATORIES.....	22

## SECTION ONE – ADMINISTRATION

### 1. Title

1.1. This Agreement shall be known as the Halo Civil Engineering Enterprise Agreement 2024 (“the Agreement”).

### 2. Coverage and Application of this Agreement

2.1. This Agreement shall cover and apply to:

- a) Halo Civil Engineering Pty Ltd (“the Company”).
- b) Employees engaged in civil and construction classifications as outlined in Appendix 1 (“Employees”); and
- c) Employees engaged under an apprenticeship contract.

### 3. Commencement and Duration of Agreement

3.1. This Agreement shall commence seven days after it is approved by the Fair Work Commission (FWC) and shall have a nominal expiry date of four (4) years following the date the FWC approves the Agreement.

### 4. Definitions

“**All-Purpose Allowance**” means the payment will be included in the Base Rate of Pay prescribed by Schedule A for an Employee who is entitled to the allowance, when calculating any penalties or loading.

“**Agreement**” means this Halo Civil Engineering Enterprise Agreement 2024.

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

“**Base Rate of Pay**” means the hourly rate of pay contained within Schedule A, payable for the ordinary hours of work, but not including loadings, allowances, overtime or penalty rates, any other separately identifiable amounts.

“**Company**”, means Halo Civil Engineering Pty Ltd (ABN: 44 647 436 673).

“**Day Shift**” means any shift starting on or after 6.00 am and before 10.00 am.

“**Distant Employee**” means any employee whose usual place of residence is not their point of hire or home base.

“**Employee**” or “**Employees**”, means an employee or employees of the Company to whom this Agreement applies.

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

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

“**Inclement Weather**” means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, cyclone, 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.

“**NES**” means the National Employment Standards under the FW Act as amended from time to time.

“**Night Shift**” means any shift starting at or after 3.00pm and before 11.00pm.

“**Off Duty Period**” means the number of unpaid days that an Employee is not rostered to work in a work cycle.

“**Point of Hire**” for a Distant Employee means the Point of Hire specified in the Employee’s contract of employment.

“**Usual Place of Residence**” means the Employee’s place of residence as advised by the Employee as required by the Award.

## **5. Operation of Agreement**

- 5.1. This Agreement operates to the exclusion of any award, other than those specific clauses from the relevant Award contained in the Agreement.
- 5.2. Where any legislation, award (other than a specific clause from the Award contained in the Agreement), policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. References to entitlements provided for in legislation are:
  - a) For information only and do not incorporate those entitlements into this Agreement; and
  - b) Not intended as a substitute for the detailed provisions of the National Employment Standards (NES) and other legislation.
- 5.3. 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 a greater benefit, the NES provision will apply to the extent of the inconsistency. If this Agreement is silent in respect of any NES entitlement, the Company will apply that NES entitlement according to the requirements of the FW Act.

## **6. No Extra Claims**

- 6.1. This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the parties shall not make any further claims or seek to bargain for so long as the Agreement remains within its nominal term.

## **7. Enterprise Flexibility**

- 7.1. All Employees will carry out lawful directions and duties that are within their skill, competency, and training, provided the Employee is capable of performing the work in a safe manner.

## **8. Consultation**

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

### *Major change*

- 8.2. For a major change as referred to in clause 8.1.a):
  - a) The Company must notify the Relevant Employees of the decision to introduce the major change; and
  - b) Clauses 8.3 to 8.9 apply.
- 8.3. The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 8.4. If:
  - a) A relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
  - b) The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 8.5. As soon as practicable after making its decision, the Company must:

- a) Discuss with the Relevant Employees:
  - i. The introduction of the change.
  - 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
- b) For the purposes of the discussion - provide, in writing, to the Relevant Employees:
  - i. All relevant information about the change including the nature of the proposed change.
  - ii. Information about the expected effects of the change on the Employees; and
  - iii. Any other matters likely to affect the Employees.

8.6. Notwithstanding clause 8.5, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

8.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.8. 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 clauses 8.2.a), 8.3 and 8.5 are taken not to apply.

8.9. In this term, a major change is likely to have a significant effect on Employees if it results in:

- a) The termination of the employment of Employees; or
- b) Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) The alteration of hours of work; or
- e) The need to retrain Employees; or
- f) The need to relocate Employees to another workplace; or
- g) The restructuring of jobs.

*Change to regular roster or ordinary hours of work.*

8.10. For a change referred to in paragraph 8.1.b):

- a) The Company must notify the Relevant Employees of the proposed change; and
- b) Subclauses 8.11 to 8.15 apply.

8.11. The Relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.12. If:

- a) A relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

- 8.13. As soon as practicable, after proposing to introduce the change, the Company must:
- a) Discuss with the Relevant Employees the introduction of the change; and
  - b) For the purposes of the discussion – provide to the Relevant Employees:
    - i. All relevant information about the change, including the nature of the change.
    - 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; and
  - c) Invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.14. Notwithstanding clause 8.13, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 8.15. The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 8.16. In this term:
- a) **“Relevant Employees”** means the Employees who may be affected by a change referred to in subclause 8.1.

## **9. Individual Flexibility**

- 9.1. The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a) The Individual Flexibility Agreement (IFA) deals with one (1) or more of the following matters:
    - i. Arrangements for when work is performed; or
    - ii. The designation of ordinary working hours; or
    - iii. Overtime rates; or
    - iv. Allowances; or
    - v. Penalty rates and loadings.
  - b) The arrangement meets the genuine needs of the Company and the Employee in relation to one (1) or more of the matters mentioned in clause 9.1 (a); and
  - c) The arrangement is genuinely agreed to by the Company and the Employee.
- 9.2. The Company will ensure that the terms of the IFA:
- a) Are about permitted matters under section 172 of the FW Act.
  - b) Are not unlawful terms under section 194 of the FW Act; and
  - c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3. The Company will ensure that the IFA:
- a) Is in writing.

- b) Includes the name of the Company and the Employee.
- c) Is signed by the Company and the Employee (or if the Employee is under 18 years of age, by the **Employee's parent or guardian**); and
- d) Includes details of:
  - i. The terms of the Agreement that will be varied by the arrangement.
  - ii. How the arrangement will vary the effect of the terms.
  - iii. How the Employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
  - iv. States the date on which the arrangement commences.

9.4. The Company will provide the Employee with a copy of the IFA within 14 days after it is agreed to.

9.5. The Company or the Employee may terminate the IFA:

- a) By giving 28 days' written notice to the other party to the arrangement; or
- b) In writing at any time, provided that the Company and the Employee agree in writing.

## **10. Request for Flexible Working Arrangements**

10.1. An Employee may request a change in their working arrangements if they require flexibility and meet the requirements set out by the NES.

## **11. Resolving Workplace Concerns or Disputes**

11.1. This term sets out the procedure to settle a dispute if the dispute is in relation to:

- a) A matter arising under this Agreement; or
- b) The National Employment Standards.

11.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

11.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between:

- a) The Employee/s and relevant Supervisor.
- b) If the matter is still not resolved, or it isn't appropriate to raise it with an immediate Supervisor, the matter will be referred to the relevant Site Manager who will attempt to resolve the matter.
- c) If the matter is still not resolved, the matter will be referred to the relevant Corporate Manager who will attempt to resolve the matter.

11.4. If the matter remains unresolved, the parties may refer the matter to an external party to assist in resolving the dispute.

11.5. At all times while a dispute is being resolved work will continue.

## **SECTION TWO - CONTRACT OF SERVICE**

### **12. Categories of Employment**



12.1. Nothing in this Agreement precludes employment on a full-time, part-time or casual basis.

#### Full-Time Employees

12.2. A Full-Time Employee is an Employee who is required to work an average of 38 ordinary hours per week.

#### Part-Time Employees

12.3. A Part-Time Employee is an Employee who is required to work an agreed average of less than 38 ordinary hours per week.

12.4. For each ordinary hour worked, a Part-Time Employee will be paid no less than the applicable Base Rate of Pay and any applicable allowances for the relevant classification and will be provided with pro rata entitlements under this Agreement for those hours.

12.5. The Company will inform a Part-Time Employee of the ordinary hours of work and the starting and finishing times.

12.6. Before commencing a period of Part-Time employment, the Employee and the Company will agree in writing:

- a) That the Employee is Part-Time.
- b) The Base Rate of Pay (i.e., Schedule A).
- c) The hours to be worked by the Employee, including the days which the hours will be worked and commencing time for the work; and
- d) The classification applying to the work to be performed.

#### Casual Employees

12.7. A Casual Employee is one who meets the definition of s15A of the FW Act and is paid in accordance with the provisions of clauses 12.12 to 12.15.

12.8. 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 and the relevant Rate of Pay.

12.9. A Casual Employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except Annual Leave, paid Personal/Carer's leave, paid Compassionate Leave, paid Community Service leave, notice of termination and redundancy benefits.

12.10. A Casual Employee is entitled to payment for a minimum of four (4) hours' work per engagement.

12.11. A Casual Employee will be paid casual loading as prescribed in Schedule (A). The casual loading is paid as compensation for entitlements provided to permanent Employees, including paid leave, notice of termination, redundancy benefits and public holidays not worked.

12.12. Casual conversions will be enacted in accordance with the casual conversion provisions in Part 2-2 Division 4A of the FW Act.

### **13. Probation**

13.1. All Employees, except for casuals, shall be employed subject to an initial probationary period of six (6) months. During the probationary period, the Employee's employment will be reviewed and assessed by the Company.

### **14. Redundancy**

14.1. The Company will apply the redundancy provisions of the Award, as amended from time to time.

14.2. The redundancy payments under the Award will be paid at the Employee's applicable Base Rate of Pay, as

prescribed in Schedule (A).

## 15. Termination of Employment

- 15.1. Either party may terminate the Employee's employment by giving a notice period in writing (or payment in lieu or forfeiture). This period shall be:

### *Casual*

Category of Employment	Notice Period
Casual Employee	One (1) hour

### *Full-Time or Part-Time*

Period of Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 15.2. The period of notice the Company must provide for Full-Time or Part-Time Employees is increased by one (1) week when the Employee is over 45 years old and has completed at least two (2) years' continuous service with the Company. The Employee will not be required to provide additional notice because of age.
- 15.3. The Company may either require the Employee to work out the notice period or may make payment in lieu of the notice period being worked.
- 15.4. Notwithstanding the notice period in clause 15.1, the Company has the right to summarily dismiss an Employee for reasons of serious misconduct, and under such circumstances, the Employee will be paid up to, and including, the last day of work only.
- 15.5. Except for authorised absences, for which paid or unpaid leave is prescribed by this Agreement or the NES, the Company is under no obligation to pay for any day not worked by an Employee.
- 15.6. No deductions shall be made from an Employee outside those permitted by law and permitting the Employee has agreed to such deductions in writing in accordance with the FW Act.

## 16. Stand Down

- 16.1. The Company is entitled to stand down an Employee during any period the Employee cannot be usefully employed (and the Company determines that no appropriate, alternative duties are available) because of any industrial action, any break down in machinery or equipment, or for any cause for which the Company cannot reasonably be held responsible, including fitness for work or misconduct. The Company is not required to make any payment to the Employee for the duration of the stand down period.

## 17. Inclement Weather

- 17.1. The Company, when requested by the Employees, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether the present weather conditions constitute as Inclement Weather.
- 17.2. The time work stops due to Inclement Weather, and the time work resumes after a period of Inclement Weather has ended, will be recorded by the Company.

- 17.3. Where an Employee, excluding Casuals, is on site and unable to perform any work at any location because of Inclement Weather, the Employee will receive payment at the applicable Base Rate of Pay for ordinary hours. Payment for time lost due to Inclement Weather is subject to a maximum of 32 hours pay in any four (4) week period for each Employee.
- 17.4. Employees will not be entitled to any payment for stoppages because of Inclement Weather that occurs outside of ordinary hours.
- 17.5. Employees working on a portion of a site not affected by Inclement Weather must continue to work even though Employees working on other areas of the site may have stopped work because of Inclement Weather.
- 17.6. Subject to the availability of alternative work in an Employee's classification, the Company may require Employees to transfer:
  - a) From a location on a site where it is unreasonable and/or unsafe to work because of Inclement Weather, to another area on the same site, where it is reasonable and safe to work; and/or
  - b) From a site where it is unreasonable and/or unsafe to work because of Inclement Weather, to another site, where it is reasonable and safe to work, and where the Company, where necessary, provides transport.
- 17.7. In cases where emergency work is required, or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an Employee undertaking the work of an imminent risk to their health or safety.
- 17.8. Where a concrete pour is completed in accordance with clause 17.7:
  - a) Applicable Employees entitled to the Base Rate of Pay in Schedule A will be paid at double time calculated to the next hour for the hours worked under the inclement conditions, and in the case of wet weather, the Employee will be provided with adequate wet weather gear.

## **18. Fitness for Work/Conduct**

- 18.1. Employees may be required to undertake medical assessments and/or drug and alcohol tests for fitness for duty, safety purposes or as required by the Company for any reason. The form and manner of such assessments or tests will be at the discretion of the Company.
- 18.2. Should an Employee provide a non-negative drug and/or alcohol test, be unfit for work, compromise safety, be involved in unacceptable behaviour, or refuse to follow reasonable instructions regarding the testing for fitness to work, they may be immediately stood down and be subject to disciplinary action.
- 18.3. Further to clause 18.2, the Employee may be required to pay all travel costs associated with their return from the location at which they are working to their usual Point of Hire.
- 18.4. Any Employee required to participate, under direction from the Company, in a medical, will do so in Company time. This does not apply to pre-employment medicals.

## **19. Residential & Distant Employee**

- 19.1. Employees will be engaged as either Residential or Distant. Any change between being Residential or Distant during an Employee's engagement will be at the discretion of the Company.

### Residential Employees

- 19.2. Residential Employees are Employees that will typically return to their Usual Place of Residence at the completion of their workday.

### Distant Employees

- 19.3. Distant Employees are Employees that will typically be unable to return to their Usual Place of Residence at the completion of their workday and will generally work a designated work cycle.

- 19.4. The Company will provide Distant Employees with:
- a) Transport at no cost to the Employee from their Point of Hire to their work location.
  - b) Suitable accommodation and meals to the Employee at the work location; and
  - c) Transfers between Company provided accommodation and the work site or other nominated assembly point.
- 19.5. For the purposes of 19.4.c), where the travel time taken between Company provided accommodation and the work site or other nominated assembly point Employees will be paid for the travel time that exceeds 30 minutes in any singular journey at the applicable Base Rate of Pay.
- 19.6. It is the Employee's responsibility to make their own way to and from their Usual Place of Residence to their designated Point of Hire.
- 19.7. Airfares will not be cashed out under any circumstances.
- 19.8. Where an Employee misses a scheduled flight and/or other mode of transport arranged by the Company for a reason that is within the Employee's control, and the Company incurs costs for the missed transportation, the Company and Employee Company may seek to recover that money from the Employee.
- 19.9. Travelling from the Point of Hire to the designated work location, and from the designated work location to the Point of Hire, will be unpaid.

## **SECTION THREE - LEAVE**

### **20. Annual Leave**

20.1. Employees are entitled to Annual Leave in accordance with the NES.

20.2. In this term:

- a) **"Continuous Shift Work"**, for the purposes of the National Employment Standards ("NES"), means an employee who is regularly rostered to work a system of consecutive shifts throughout the 24 hours of each of at least six (6) consecutive days without interruption.

### **21. Personal/Carer's Leave**

21.1. Employees are entitled to Personal/Carer's Leave in accordance with the NES.

### **22. Compassionate Leave**

22.1. Employees are entitled to Compassionate Leave in accordance with the NES.

### **23. Public Holidays**

23.1. Employees are entitled to public holidays in accordance with the NES.

23.2. Schedule A outlines an Employee's applicable entitlement to public holidays.

### **24. Community Service Leave**

24.1. Employees are entitled to Community Service Leave in accordance with the NES.

### **25. Parental Leave**

25.1. Employees are entitled to Parental Leave in accordance with the NES.

## **26. Long Service Leave**

- 26.1. Employees are entitled to Long Service Leave pursuant to the provisions of their applicable long service leave legislation, including but not limited to, any applicable portable paid long service leave scheme.

## **27. Family and Domestic Violence Leave**

- 27.1. Employees are entitled to family and domestic violence leave in accordance with the NES.

## **28. Notification of Absences**

- 28.1. Employees are required to notify the Company as soon as possible, and prior to the absence where possible, of their inability to attend work, the estimated duration of the absence and the reason for the absence.
- 28.2. Subject to the NES, if an Employee cannot be contacted or does not have a reasonable excuse for their absence, the Company may determine that the Employee has abandoned their employment, and the Employee will be deemed to have resigned from their employment without notice from their last day of work or their last authorised day of absence, whichever is the latter.

## **SECTION FOUR - HOURS OF WORK**

### **29. Ordinary Hours**

- 29.1. The ordinary hours of work shall be an average of 38 hours per week, averaged over a four (4) week period and may be worked on any or all of the days of the week Monday to Friday inclusive.
- 29.2. Ordinary hours will be worked between 8:00am and 6:00pm except in the case of Shift Work.
- 29.3. The Company will determine the method of working ordinary hours that best suits the Company's operational requirements. Where the Company wishes to alter the method of working ordinary hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one (1) weeks' notice of the proposed change.
- 29.4. Any dispute about the exercise of the Company's right to alter start and finish times is to be resolved in accordance with clause 12.

### **30. Rostered Days Off**

- 30.1. An Employee and the Company may agree on a Rostered Days Off (RDO) system, where working hours are arranged on a system that provides for Employees to accrue RDOs. Where this is not agreed the Employee will be paid the additional time at their Base Rate of Pay.
- 30.2. The following clauses pursuant to clause 30 are only applicable to Full-Time and Part-Time Employees, where an RDO system is implemented. Casual Employees will not accrue RDOs under this Agreement.
- 30.3. Where an RDO system is implemented, ordinary working hours will be eight (8) hours in duration each day, of which 0.4 of one hour of each day worked will accrue towards an RDO and 7.6 hours will be paid. RDO accruals are paid out at Base Rate of Pay and do not include any allowances. The Employee will therefore accrue 7.6 hours towards an RDO every 19 days of ordinary hours worked.
- 30.4. An Employee will accrue 0.4 of one hour of each day towards an RDO for any Public Holiday where an Employee is not required to work and for each day of paid leave taken. This will not apply on a day an Employee takes an RDO.

#### Taking Accrued RDOs

30.5. An accrued RDO can be taken by any method that is agreed by the Company and the Employee and is recorded in writing.

#### RDO Banking

30.6. An Employee and the Company may agree to allow the Employee to bank an accrued RDO that would otherwise be taken. However, the number of accrued RDO's banked must not exceed five (5) days at any time.

30.7. An accrued RDO that is banked will be taken on a day that is agreed between the Company and the Employee. The Company will not unreasonably withhold agreement for an Employee to take a banked RDO.

#### Entitlement on Termination of Employment

30.8. If an Employee's employment is terminated for any reason, then the Company will pay out any remaining RDOs that have been banked at the Employee's applicable Base Rate of Pay.

### **31. Rostering and Roster Cycles**

31.1. Employees will be directed to work one of the following roster patterns or any other roster pattern that involves an average of 38 hours a week over a nominated four (4) week cycle. These cycles may include weekends to suit project requirements:

- a) Dayshift roster, Monday – Saturday - 0600 to 1730.
- b) Nightshift roster, Sunday – Friday - 1800 to 0530.

31.2. An Employee's roster pattern may be altered to suit project requirements. Where Employees are moved from one Roster Cycle to another, they will be given two (2) weeks' notice, unless otherwise agreed by the Company and the affected Employee.

### **32. Rest and Meal Breaks**

#### Meal Breaks - Dayshift

32.1. The Company may stagger the time of taking meal and rest breaks to meet operational requirements.

32.2. An Employee is entitled to an unpaid meal break of 30 minutes for each workday/shift.

32.3. An Employee must not be required to work more than five (5) hours without a break for a meal.

#### Meals Breaks – Nightshift

32.4. At no later than five (5) hours after the start of each shift there must be a cessation of work of 30 minutes' duration to allow Continuous Shift Workers to take a meal break which will count as time worked.

#### Rest Periods and Crib Time

32.5. A paid rest period of fifteen (15) minutes must be allowed between 9.00am and 11.00am for dayshift workers.

32.6. A paid rest period of fifteen (15) minutes must be allowed between 9.00pm and 11.00pm for nightshift workers.

32.7. When an Employee is required to work overtime for two (2) hours or more, after their ordinary hours, the Employee must be allowed to take a paid crib time of 20 minutes duration.

## **SECTION FIVE - INCOME**

### **33. Payment of Wages**

- 33.1. Payment of wages will be by electronic transfer on a fortnightly basis, into a bank or recognised Australian financial institution account of the Employee's choice. Each Employee will be advised whether they are to be paid on a fortnightly basis.

### **34. Superannuation**

- 34.1. The Company will provide superannuation contributions for Employees in accordance with applicable legislation.

### **35. Training**

- 35.1. The Company recognises that, to ensure Employees are appropriately trained and competent to fulfil their role, Employees may be required to undertake additional training at the direction of the Company from time to time.
- 35.2. To improve efficiency and productivity in the workplace the Company is committed to providing structured training and skill development where it may be required.
- 35.3. Where an Employee undertakes on-site training, as directed by the Company, the Employee will be paid at the applicable Base Rate of Pay for all training hours within rostered work time. Applicable overtime allowances will be included where training is required outside of rostered work time.
- 35.4. Notwithstanding Company directed training, where an Employee is required to hold and maintain a particular license or otherwise for their classification of employment (e.g., electrical license) the Employee will be responsible for maintaining currency of that license or other.

### **36. Higher Duties Allowance**

- 36.1. An Employee engaged for more than two (2) hours during one day on duties carrying a higher rate than the Employee's ordinary classification must be paid the higher rate for the whole day. Otherwise, the Employee must be paid the higher rate for the time worked at the higher classification.

### **37. Meal Allowance**

- 37.1. Employees who work overtime, past their ordinary working hours, for at least 1.5 hours must be paid a meal allowance in accordance with the Award, as amended from time to time.
- 37.2. The allowance in clause 37.1 will not apply to an Employee who is provided with a suitable meal, and or reasonable board and lodging by the Company.

### **38. Travel Allowance**

- 38.1. In recognition of the travel patterns and costs peculiar to the industry, which include mobility in employment and the nature of employment on construction work, an Employee will be paid in accordance with the Award value as amended from time to time for each day worked when the Employee starts and finishes work on a construction site or is required to perform prefabricated work in an open yard and is then required to erect or fix on-site.
- 38.2. An Employee will not be entitled to the allowance in clause 38.1 on any day where the Company:
- a) Provides or offers to provide transport free of charge from the Employee's home to the place of work and return; or
  - b) Provides a fully maintained vehicle free of charge to the Employee.

### **39. Rigging and Scaffolding Certificate Allowance**

39.1. An Employee who is the holder of a Scaffolding or Rigging Certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged in work requiring a certificated person will be paid a per hour allowance in accordance with the 'Scaffolding or Rigging certificate allowance' in the Award, as amended from time to time.

#### 40. First Aid Allowance

40.1. An Employee who holds a current, appropriate first aid qualification and who is appointed by the Company to perform first aid duties shall be paid a weekly allowance in accordance with the 'First aid allowance' in the Award, as amended from time to time.

#### 41. Tools

41.1. Where Company tools are provided to an Employee and are lost or damaged through the negligence or recklessness of an Employee, the Company and Employee may enter into an agreement in writing regarding replacement costs for these tools, which may include deduction from the Employee's pay.

#### 42. Rate Reviews

42.1. The Base Rate of Pay outlined in Schedule A of this Agreement will be reviewed by the Company annually (on or around 1 July) for the nominal term of the Agreement. The Company will review the Base Rate of Pay, and where required, increase it to ensure that they remain higher than the Award.

#### 43. Apprentices

43.1. Apprentices will be paid the following percentage of the applicable apprenticeship or traineeship trade aligned classification in accordance with the applicable Base Rate of Pay outlined in this Agreement, on completion and attainment of the following school standard:

Year of Apprenticeship	Not Completed Year 12	Completed Year 12	Adult
Year 1	50%	55%	80%
Year 2	60%	65%	82%
Year 3	75%	75%	85%
Year 4	90%	90%	90%

43.2. A Full-Time or Part-Time Employee, who accepts an offer by the Company to commence an adult apprenticeship, will remain on the Base Rate of Pay that they were employed on immediately prior to commencing the apprenticeship, if the apprenticeship rate is lower.

43.3. An adult apprentice who is 21 years of age or over shall be paid either the level of CW1 or the relevant percentage in the above table, whichever is higher.

### SCHEDULE A

This schedule applies to Employees who are engaged in their contract of employment to be paid a Base Rate of Pay and appropriate penalties for their engagement of work with the Company.

#### 1. Base Rate of Pay

1.1. Employees will be advised in their contract of employment of the Base Rate of Pay applicable to their classification, prior to their engagement.



Classification	Base Rate of Pay 2024
CW1	\$ 27.84
CW2	\$ 28.36
CW3 - Riggers	\$ 29.17
CW3	\$ 29.14
CW4	\$ 30.01
CW5 - Operators	\$ 30.87
CW5 - Tradespersons	\$ 29.68
CW5 - Carpenter	\$ 30.17
CW5 - Painter	\$ 29.39
CW5 –(+ Electrical License)	\$ 31.75
CW5 – (+ Air Conditioning)	\$ 33.04
CW6	\$ 30.01
CW6 –(+ Electrical License)	\$ 32.53
CW6 – (+ Air Conditioning)	\$ 33.82
CW7	\$ 32.51
CW8	\$ 33.26

## 2. Casual Loading

- 2.1. Employees in receipt of the Base Rate of Pay and engaged on a casual basis will be in receipt of a 25% casual loading for all hours worked.

## 3. Leading Hand Allowance

- 3.1. An Employee who is specifically appointed by the Company to be a Leading Hand, will be paid the allowances detailed below, as determined by the appropriate Supervisor or Manager.
- 3.2. This allowance is payable to the Employee only for the period that the Employee performs the role of Leading Hand and will not be payable to an Employee during periods when the Employee is not at work (i.e., accessing leave types).
- 3.3. This allowance is not only based on the number of Employees that the Leading Hand has to direct but is also based on the Employees performance and competency to lead, which will be determined by the appropriate Supervisor or Manager.
- 3.4. The following Leading Hand levels and allowance values are applicable:
- Leading Hand – Level 1:** An Employee who is required to have between two (2) and ten (10) Employees under their direction and has demonstrated appropriate and proficient performance and competency to be placed at this level.
  - Leading Hand – Level 2:** An Employee who is required to have eleven (11) or more Employees under their direction and has demonstrated appropriate and proficient performance and competency to be placed at this level.

Leading Hand	Allowance
	Base Rate of Pay Applicable
Level 1	\$2.00 all-purpose per hour worked
Level 2	\$3.00 all-purpose per hour worked

#### 4. Overtime

- 4.1. Employees will be rostered to work up to twelve (12) hours per day and may be required to work reasonable additional hours. In computing overtime, each day stands alone.
- 4.2. For Employees working Day Shift, who are in receipt of the Base Rate of Pay in Schedule A:
  - a) All work performed beyond the ordinary hours shall be paid for at the rate of time and one half for the first two (2) hours, and double time thereafter.
  - b) All work performed beyond ordinary hours on Saturday, Sunday and Public Holidays will be considered to be overtime and paid as below.
    - i. Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter. Time and one half and double time shall be paid on the Base Rate of Pay as outlined in clause 1. Employees who work on a Saturday will be afforded a minimum of three (3) hours' work at this penalty rate.
    - ii. Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time. Double time shall be paid on the Base Rate of Pay. Employees who work on a Sunday will be afforded a minimum of four (4) hours' work at this penalty rate.
    - iii. Public Holidays shall be paid for at the rate of double time and a half. Double time and a half will be paid on the Base Rate of Pay. Employees who work on a Public Holiday will be afforded a minimum of four (4) hours' work at this penalty rate.
- 4.3. Continuous Shift Workers engaged within Schedule A, clause 6 of this Agreement will be paid the rate of double time for all hours worked in excess of the ordinary hours prescribed in clause 29 of this Agreement. Double time shall be paid on the Base Rate of Pay.
- 4.4. Continuous Shift Workers engaged to perform work on a shift between midnight on Friday and midnight on Saturday and engaged within Schedule A must be paid at the rate of time and a half for ordinary hours of work. Time and a half will be paid on the Base Rate of Pay.

##### Working of Overtime

- 4.5. When Overtime is worked it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten (10) consecutive hours off duty between the work of successive days.
- 4.6. An Employee (other than a Casual Employee) who works so much Overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day so that the Employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such Overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.7. If, on instructions of the Company, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty Employees in receipt of the Base Rate of Pay in Schedule A, clause 6 shall be paid at double time until released from duty and shall then be entitled to be absent for such period of ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

##### Withdrawal of Overtime

- 4.8. Overtime is not guaranteed and can be withdrawn by providing Employees with at least one (1) hours' notice. The Company will not be required to give notice of withdrawal of Overtime in the event of any industrial action that affects the Company.

- 4.9. Employees engaged under Schedule A who are recalled to work following the completion of work:
- a) Will be paid for at least three (3) hours at overtime rates; and
  - b) Time reasonably spent in getting to and from work shall be counted as time worked.

Held in Readiness

- 4.10. When an Employee is instructed by the Company to hold in readiness at the Employee's place of residence or other agreed place of residence for a call to work after ordinary hours, the Employee shall be paid the applicable Base Rate of Pay for the time the Employee so holds in readiness.

## **5. Public Holiday**

- 5.1. Employees are entitled to Public Holidays in accordance with the NES.
- 5.2. If a gazetted Public Holiday falls on a day that the Employee is not rostered to work, the Employee shall not be entitled to payment for that day.
- 5.3. Work performed by an Employee engaged under Schedule A, on any day gazetted as a Public Holiday in the locality where an Employee is working, shall be paid the nominated Base Rate of Pay as prescribed in Schedule A and the applicable overtime rate.
- 5.4. Employees acknowledge that, given the nature of the work the Company performs, a request by the Company to work on a Public Holiday is reasonable in accordance with section 114(4) of the FW Act.
- 5.5. By arrangement, the Company and an Employee may agree to substitute another day for any of the gazetted Public Holidays for the location in which they are working. In this event an Employee who works on a day which otherwise would have been a Public Holiday will be paid at the Base Rate of Pay for ordinary hours.

## **6. Shift Work**

- 6.1. The ordinary hours of work during Shift Work shall be up to an average of 38 hours per week, averaged over a four (4) week period and may be worked on any or all of the days of the week, Monday to Friday inclusive.
- 6.2. The Company may roster Employees to work Shift Work and shall give the Employees 24 hours' notice of the commencement of a shift or to change from one shift to another.
- 6.3. The day on which the majority of ordinary hours of the shift fall shall be deemed as the day when the shift is worked.
- 6.4. Work performed whilst on Night Shift shall receive a flat loading of 25% of the applicable Base Rate of Pay.

A Continuous Shift Worker who is in receipt of the Base Rate of Pay in Schedule A and works on any Night Shift but does not continue to work at least five (5) successive afternoons or nights will be paid at the rate of time and a half of the Base Rate of Pay for all ordinary hours of work occurring during the shift.

- 6.5. Where an Employee in receipt of the Base Rate of Pay in Schedule A is working Shift Work and is changed to day work, and due to the change misses the opportunity to work their ordinary hours because of the change, the Employee will be paid at their Base Rate of Pay for the ordinary hours for the lost opportunity to complete those hours of work.

## APPENDIX 1 CLASSIFICATIONS

Level	Classifications or Tasks Associated
CW1	<ul style="list-style-type: none"> <li>• General construction labouring, equipment spotting, and cleaning duties.</li> <li>• Assists Employees at higher classification levels, including tradesmen.</li> <li>• Uses handheld cutting/grinding machines and hand compaction equipment.</li> <li>• Work of a chainman or surveyors assistant.</li> </ul>
CW2	Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee of level CW1.
	Store Person / Yard Person - Duties in a tool or materials store including the receiving, despatching, distributing, sorting, checking, documenting, and recording of goods, materials and components which may involve the use of forklifts, hand trolleys and similar lifting equipment.
	Operates hand-controlled roller. Traffic Controller.
CW3	Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at CW2.
	<ul style="list-style-type: none"> <li>• Serviceperson.</li> <li>• Duties of a Dog person.</li> <li>• Forklift Driver</li> <li>• Steel-fixer (includes tack welding steel reinforcement).</li> <li>• Concrete Workers (i.e., placing concrete and finishing placed concrete).</li> </ul>
	Operates the following types of equipment: <ul style="list-style-type: none"> <li>• Crawler tractor with transmission operated attachments (up to an including 2000 kg shipping mass).</li> <li>• Concrete finisher (transmission).</li> <li>• Pneumatic tyred tractor with transmission operated attachments (up to and including 15 kw net engine transmission)</li> <li>• Roller - vibrating or non-vibrating– not hand controlled.</li> <li>• Trenching machine (small Ditch-Witch type).</li> <li>• Drilling machine.</li> <li>• On site vehicle operator – flat tray.</li> <li>• Truck operator (i.e., water cart, 6-wheel tipper).</li> </ul>
<b>CW3 - Riggers</b>	Scaffolder or Rigger - holding a “basic” certificate of competency (i.e., not including “intermediate or advanced certificate of competency)
CW4	Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at CW3.
	Rigger or scaffolder - holding an “intermediate or advanced certificate of competency”.
	Operates mobile cranes with lifting capacity of up to and including 20t.
	Operates articulated on site vehicles (greater than 15t).
	Operates the following types of mobile plant: <ul style="list-style-type: none"> <li>• Crawler loader (≤ 15 tonne)).</li> <li>• Crawler tractor with transmission operated attachments (over 2000 kg up to and including 15000 kg shipping mass).</li> <li>• Dump truck - rear and bottom, (above 2 cubic metres, up to and including 30 cubic metres struck capacity).</li> <li>• Excavator (≤ 0.5 cubic metres struck capacity) up to 15t.</li> <li>• Grader (≤ 35 kw net engine transmission).</li> <li>• Pile Driver.</li> <li>• Pneumatic tyred loader (up to and including 105kw net engine transmission).</li> <li>• Pneumatic tyred tractor with transmission operated attachments (above 15kw up to and including 150kw net engine transmission).</li> <li>• Skid steer tractor—up to but not exceeding 48 kW (75 hp).</li> </ul>

<b>CW5</b>	Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at CW4.
<b>CW5 Operators</b>	<p>Operates the following types of mobile plant:</p> <ul style="list-style-type: none"> <li>• Operates a mobile crane with lifting capacity in excess of 20t and up to and including 80t.</li> <li>• Operator - Loader: Crawler loader (15 tonne, up to and including 60 tonne mass).</li> <li>• Crawler tractor with transmission attachments (above 15 tonne mass up to 60 tonne mass).</li> <li>• Operator – Dump truck: Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity).</li> <li>• Excavator (above 0.5 cubic metres, up to and including 5.5 cubic metres struck capacity), all above 15t.</li> <li>• Operator – Grader (35 kw up to and including 190kw net engine transmission).</li> <li>• Pneumatic tyred loader (over 105 kw up to and including 500 kw net engine transmission).</li> <li>• Pneumatic tyred tractor with transmission operated attachments (above 150 kw up to and including 500 kw net engine transmission).</li> <li>• Scraper (above 10 cubic metres, up to and including 50 cubic metres struck capacity).</li> </ul>
<b>CW5 Tradespersons</b>	<ul style="list-style-type: none"> <li>• Mechanical Fitter</li> <li>• Welder</li> <li>• Pipe Fitter</li> <li>• Boilermaker</li> <li>• Mechanic</li> <li>• Sheetmetal Worker (1st Class)</li> <li>• Drainer</li> <li>• Tradesperson – Other</li> </ul>
<b>CW5 Carpenter</b>	<ul style="list-style-type: none"> <li>• Carpenter</li> </ul>
<b>CW5 - Painter</b>	<ul style="list-style-type: none"> <li>• Painter</li> </ul>
<b>CW6</b>	Operates a mobile crane with lifting capacity in excess of 80t and up to and including 180t.
	Welder Special Class.
	Mechanical Tradesperson Special Class.
<b>CW7</b>	<ul style="list-style-type: none"> <li>• Crane Operator – (180t and up to 220t)</li> <li>• Crane Operator – Tower Crane</li> <li>• Operator – Grader Final Trim</li> <li>• Operator – Excavator (&gt; 111t)</li> <li>• Operator - Dozer (&gt;60t)</li> <li>• Concrete Pump Operator (greater than 36m or &gt; 10 years' experience)</li> </ul>
<b>CW8</b>	<ul style="list-style-type: none"> <li>• Crane Operator (&gt;220 tonnes).</li> </ul>

**SIGNATORIES**

Signed for and on behalf of the **Company**, Halo Civil Engineering Pty Ltd (ABN 44 647 436 673)

 **Peter Breen**  
Signature Name of person authorised

Managing Director

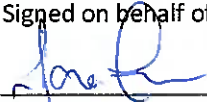
Position

12th April 2024

Date

33A Forrest Street, Mount Lawley, WA 6050  
Address Post Code

Signed on behalf of the **Employees** covered by this Agreement:

 Tara Evans  
Signature Name of person authorised

Operator.

Position

12/4/2024

Date

26/11 The Strand, Dianella 6059  
Address Post Code