



Central Vic Civil Pty Ltd

Enterprise Agreement

2024

Central Vic Civil Pty Ltd Enterprise Agreement 2024

1. TITLE

This Agreement shall be known as "Central Vic Civil Pty Ltd Enterprise Agreement 2024" hereafter referred to as "the Agreement".

2. ARRANGEMENT

Clause No.	Subject Matter	Page No.
1	Title	2
2	Arrangement	2
3	Date and period of operation	3
4	Application of the Agreement	3
5	Relationship to Parent Awards	3
6	Mode of Employment	3
7	Probationary Period	4
8	Hours of Work and RDO's	4
9	Classification Structure, Rates of Pay and Allowances	6
10	Factored Wage Rate for Standard Hours	6
11	Fitness for Work, Alcohol Consumption and Drugs	7
12	First Aid	7
13	Leading hand allowance	7
14	Meal and Rest Breaks	7
15	Daily Travel	7
16	Distant Work	7
17	Annual Leave	8
18	Public Holidays	8
19	Personal (Sick and Carer's Leave)	9
20	Long Service Leave	10
21	Parental Leave	10
22	Compassionate Leave	10
24	Community Service Leave	10
25	Family and Domestic Violence Leave	10
26	Payment of Wages	10
27	Inclement Weather	10
28	Termination of Employment	11

29	Redundancy	12
30	Superannuation	12
31	Dispute Resolution Procedure	12
32	Use, Care and Custody of Company property, Equipment and Vehicles	13
33	Stand Down	14
34	Individual Flexibility	14
35	Consultation Regarding Major Workplace Change	15
36	No Further Claims	16
	Signatures	17
	Schedule A - Classifications	
	Schedule B - Competencies	
	Schedule C - Wage Rates	

3. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from 7 days after the date of approval of the Agreement by the Fair Work Commission and shall remain in force for 4 years from that date.

4. APPLICATION OF THE AGREEMENT

This Agreement applies to and is binding upon Central Victoria Civil Pty Ltd, hereafter referred to as "the Company" and all the company's employees who are employed in the classifications or occupations set out in Schedule A.

5. RELATIONSHIP TO PARENT AWARDS

- a) *The primary business of the employer is civil construction and, in the main, work activities are covered by the Building and Construction General On-site Award 2020 (the primary Award). However, employees might also perform work activities covered by other awards that are incidental and ancillary to the primary business activities (for example, driving duties covered by the Road Transport and Distribution Award 2020) As a small business, it is necessary that employees are able to work across functions which can mean that employees might perform different tasks covered by different awards on any day.*
- b) *The classification structure has been designed to accommodate this flexibility and integration of job functions and imports classifications from each of the relevant awards into one integrated structure. Otherwise, term and conditions are drawn from the primary award which is incorporated into this Agreement. To ensure fair comparative remuneration of employees, an enterprise classification structure has been developed (included at Schedule A) which imports relevant classifications from each of the 2 awards nominated into one integrated structure.*

6. MODE OF EMPLOYMENT

- a) *Employees may be engaged on a full-time, part-time, or casual basis.*
- b) *A full-time employee is one who is engaged for 38 ordinary hours per week plus reasonable additional hours on an ongoing basis.*
- c) *A part-time employee is one who is engaged for fixed days and hours of work amounting to an average of less than 38 hours per week on an ongoing basis and is entitled to the same conditions as a full-time employee except that these are calculated on a pro rata basis (nominal weekly hours as a proportion of 38 per week) and that payment for a public holiday occurs only if the employee would otherwise have been scheduled to work on that day.*
- d) *A casual employee is one who is engaged as such and is entitled to a loading of 25% on the rate of pay in lieu of entitlements to paid leave, payment for public holidays, notice of termination and redundancy. A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates, e.g. where the relevant penalty rate is time and a half, the employee must be paid 175% of the ordinary time hourly rate prescribed for the employee's classification. A casual employee has the right to request conversion to a full-time or part-time employee in line with the National Employment Standards.*

7. PROBATIONARY PERIOD

RP

- a) All new full-time and part-time employees shall be on probation for the first six (6) months of engagement during which the Employee is required to demonstrate suitability for ongoing employment in the role in which engaged by the Employer.
- b) If during, or after expiration of that period, the Employee has failed to do so having been given all reasonable opportunity to succeed, the Company may terminate the Employee's services with the giving of one week's notice or payment in lieu thereof.

8. HOURS OF WORK & ROSTERED DAYS OFF

8.1 Ordinary hours of work and rostered days off

The ordinary hours of work for a full-time employee shall be 38 hours per week Monday to Friday, plus a requirement to work a reasonable number of additional hours.

8.2 Work on Scheduled RDOs

- (a) RDO's will be locked in for the calendar year, unless otherwise agreed by entire work crew. Either party may raise the option to consider moving an RDO in order for the crew to work the RDO date however, both parties must be in agreement and the full crew must be in agreement for the RDO date to be elected to move.
- (b) If it is agreed to by both parties to move an RDO, such work shall be paid for at ordinary time rates of pay.
- (c) If it's agreed to by both parties to work on an RDO then the untaken RDO will be banked or re-scheduled to another day as agreed to by both parties.
- (d) Disputes over the application of this clause will be dealt with in accordance with the dispute's settlement procedure set out in clause 2 of this Agreement.

8.3 Banking of RDO's

- (a) Where both parties (the company and an employee) agree RDO's may be accrued for the purpose of creating a bank of up to 5 days to be drawn upon by the employee at times mutually agreed.
- (b) Details of such banked RDO's shall be entered on to each employee's employment records.
- (c) Banked RDO's shall be taken at a mutually convenient time to be agreed between the Company and the employee.

8.4 Normal working hours, Overtime and Penalty Payments

- (a) There are a maximum of 38 ordinary hours per week which will be worked between the hours of 6.00am and 6.00pm Monday to Friday inclusive.
- (b) All work up to 8.5 hours per day Monday to Friday shall be paid at the "factored rate" described in Clause 10 and set out by classification in Schedule C of this agreement.
- (c) Hours worked in excess of 8.5 hours in a day Monday to Friday shall be paid at time and a half for the first 1.5 hours and double the factored rate specified for the employee's classification in Schedule A thereafter.
- (d) For all work on a Saturday the first 2 hours are 1.5x the factored rate, then 2x factored pay rate for all time worked over two hours. All time worked after midday will be paid at 2x the factored pay rate.
- (e) All work on a Sunday will be paid at double the factored rate specified for the employee's classification in Schedule A.
- (f) A full-time, part-time, and casual employee must be engaged and paid for a minimum of 3 hours, paid at factored rate, when recalled working overtime.

RP

- (g) The arrangements for alteration of start and finish times will be agreed by the parties to this Agreement to enable later starts in winter and earlier starts during some months of summer, subject to the provisions of the consultation clause (clause 34) in this agreement.
- (h) Prior to the employer so altering the start and finish times it shall, by consultation with affected employees:
- i. provide not less than eighteen hours' notice to affected employees of the change to start and finish times.
 - ii. provide an opportunity to affected employees to advise of individual personal or family circumstances relevant to change to start and finish times and shall consider any such advice from affected employees.
 - iii. have regard to its obligations to provide a safe and healthy workplace; and
 - iv. have regard to the intention of avoiding excessive overtime.

8.5 Normal working hours and rostered days off

- (a) Employees will bank rostered day hours totalling (11 days) 88/hours over a twelve-month period. RDO's are paid at the Factored time rate paid to employees at the time of taking the RDO.
- (b) Upon commencement of employment, employees who have not worked a complete twenty day/four-week cycle shall receive pro-rata accrual entitlements for the first RDO or group of RDO's falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDO's will be paid in full as they occur.

9. CLASSIFICATION STRUCTURE, RATES OF PAY & ALLOWANCES

- (a) Employees covered by this agreement are classified in accordance with the classification structure detailed in Schedule A of this Agreement.
- (b) The rates applying as at commencement of this Agreement are specified in Schedule C of this Agreement and will be adjusted in accordance with any changes to Award rates from Annual Wage Reviews or otherwise.
- (c) All employees agree to assist in training other employees when required to do so by the Company.
- (d) All employees will be required to work in any of the areas that they are trained for on request.
- (e) Actual rates of pay are set out in Schedule C.

10. FACTORED WAGE RATE FOR STANDARD HOURS

Employees receive a flat rate of pay for up to the first 8.5 hours in any day or 42.5 hours in a week which has been factored to include overtime loadings that apply to hours worked in excess of 8 ordinary hours per day. This factored rate is calculated as follows:

The award rate payable for the Award classification (including any Industry Allowance payable under the primary award)

+

If applicable to an employee, a leading hand allowance as specified in Clause 12 of the agreement.

+

If applicable to an employee, a first aid allowance in accordance with Clause 23.6 of the primary award

RP

=

Award All Purpose Rate for ordinary hours (38 hours per week)

X

44.75/42.5 (38 hours @ single time + 4.5 hours @ 1.5 times = 42.5)

=

Factored Wage Rate for Normal Hours

The rates applying as at commencement of this Agreement are specified in Schedule C of this Agreement.

Absences on paid leave and public holidays are payable at the factored rate as applicable to ordinary hours of work (i.e. for a fulltime employee up to 40 hours per week or 8 hours per day).

11. FIRST AID

First Aiders required on site will have a minimum Level 2 First Aid certificate. First aid attendants are as nominated by the employer and the possession of a first aid qualification does not of itself constitute authorisation.

Where an employee holds the relevant qualification and is appointed as a First Aid Attendant by the company then the allowance will be included the factored rate of pay for that individual.

12. LEADING HAND ALLOWANCE

Employees who are required to perform work as a leading hand, either by permanent appointment or on a temporary basis, will receive an allowance of \$2.50 per hour in recognition of the extra responsibilities inherent with the position. The allowance will be included in the factored rate of pay for that individual.

13. MEAL AND REST BREAKS

Employees are entitled to:

- *an unpaid lunch break of 30 minutes at crib hut to be taken at least 5 hours after commencement of work but no later than 6 hours; and,*
- *a paid rest break of 15 minutes taken at a time to suit operational requirements of the business.*
- *Where an employee is required to work through their meal break to meet the operational requirements of the business, they will be paid at 200% of their ordinary hourly rate of pay until the break is taken. This clause only applies where the employee is either directed to work through their break by their supervisor or has gained approval to do so.*
- *The times specified in this clause are the total times to be taken for those breaks and are inclusive of any time taken to purchase items.*

14. DAILY TRAVEL

- (a) *The Daily Fares and Travel Pattern Allowance as described in Clause 26.1 of the Award is considered incorporated into the over-Award payments in the employee's rates of pay as specified in Schedule C – Wage Rates. As such it is not separately payable under this Agreement.*
- (b) *Where a work site is over 50km away from the CVC Pty Ltd Depot all travel time to and from the work site is paid at the employee's ordinary hourly rate of pay.*

RP

15. DISTANT WORK

- (a) *Distant Work is defined as work which is over 100km from CVC Pty Ltd Depot.*
- (b) *When an employee is engaged on Distant Work where the employer provides accommodation, an allowance of \$60.00 per day for meals will be paid to the employee.*
- (c) *When an employee is engaged on Distant Work, the employee will be paid from the start to finish time at the site.*
- (d) *Distant Work is taken to mean work performed by an employee on construction work at such a distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night.*

16. ANNUAL LEAVE

Period of leave

- (a) *Full-time employees are entitled to 4 weeks (20 days) of paid Annual Leave accruing pro rata by pay period. For this Clause a day is 8 hours in duration. Employees will be paid 8 hours per day for Annual Leave.*
- (b) *Employees are expected to provide reasonable notice of their intention to take annual leave and approval is subject to work requirements at the time. In this regard, due consideration needs to be paid to the seasonal fluctuations of the business and leave arrangements will generally be structured to account for these.*
- (c) *Employees are expected to utilise Annual Leave within 12 months of it accruing.*
- (d) *For the purpose of the additional week of annual leave applying to continuous shiftworkers the definition applying under the relevant Award for the work performed by the employee will apply.*
- (e) *The Employer may direct the Employee to take excessive annual leave in the following circumstances:*
 - *The Employee has at least 8 weeks of annual leave accrued; and*
 - *The Employer has sought to confer on ways to reduce the annual leave balance; and*
 - *The Employee would have at least 6 weeks of annual leave remaining after being directed to take the annual leave; and*
 - *The period of leave must be at least one week and taken no earlier than 8 weeks after the agreement is made and no later than 12 months after the agreement is made.*

- (f) *Annual Leave may not be paid out except on termination of employment or in the following circumstances:*

In any year, the employee may apply to cash in up to 2 weeks of their annual leave entitlement provided that:

- *The employee has had at least 2 weeks off on Annual Leave in the previous year and, after deduction of the amount cashed in, retains a balance of at least 4 weeks of annual leave; and*
 - *Once payment is made in line with these requirements, the company's obligations in relation to the amount of leave so paid out shall be fully satisfied and the employee shall make no further claim in relation to the amount of leave so paid out; and*
 - *The Company reserves the right to determine whether it agrees to the employee's request at the time it is made.*
 - *The application to cash in Annual Leave must be in writing.*
 - *The employee will not be paid less than the amount that they would have received had they taken the period of leave.*
- (g) *The provision for the cashing out of annual leave, in clause 16(e) of the agreement, if utilised, will be applied in accordance with the National Employment Standards provision in s.93 of the Fair Work Act 2009.*

RP

(h) *The employee will be entitled to 17.5% Annual Leave loading.*

(i) *Notwithstanding anything contained in this agreement the Company will, following consultation with the employees, decide to either close or continue to work over the Christmas/New Year period depending on the work available. If the Company closes, employees will take the workdays during that period as Annual Leave.*

At least two months' notice of the intention to have a Shut Down period shall be given to the employees.

No employee shall be refused leave over this period.

17. PUBLIC HOLIDAYS

The following Public Holidays, and those provided for in the NES, shall apply to employees covered by this agreement. By agreement of all employees on site, other days may be substituted for Australia Day, ANZAC Day, and Melbourne Cup Day in some situations by agreement in order to maximise production. Agreement of the employees shall not be unreasonably withheld.

The Public Holidays are:

- *Christmas Day*
- *Boxing Day*
- *New Year's Day*
- *Australia Day*
- *Good Friday*
- *Easter Monday*
- *Easter Saturday*
- *Easter Sunday*
- *ANZAC Day*
- *King's Birthday*
- *Labour Day*
- *AFL Grand Final Day*
- *Melbourne Cup Day*

Such other days which are gazetted by the Government of Victoria as public holidays applicable to the Company's workplace.

If a Public Holiday falls on a weekend (with the exception of ANZAC Day, Easter Saturday, and Easter Sunday) then the following weekday(s) will be substituted.

18. PERSONAL/CARER'S (SICK and CARER'S) LEAVE

(a) *Personal Leave is to be used in situations where an employee is unable to attend work due to personal injury or illness (Sick Leave) or due to the need to care for or support a member of the Employee's immediate family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member (Carer's Leave).*

(b) *The following are members of an employee's immediate family:*

- *a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or*
- *a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.*

RP

- (c) Full-time and part-time employees are entitled to 10 days of paid Personal/Carer's Leave per annum accruing pro rata by pay period with any unused portion accumulating from one year to the next.
- (d) Casual employees are not entitled to paid Personal Leave.
- (e) In circumstances where an Employee has exhausted their paid Personal/Carer's Leave entitlement, an additional two days of unpaid Personal/Carer's Leave may be granted for each occasion on which an Employee is unable to attend work due to the need to care for an ill or injured family or household member. This does not accumulate.
- (f) The provisions of (e) above apply to a casual employee.
- (g) The Employee is required to notify the Company as soon as is practicable and preferably prior to their scheduled starting time on any day that they are unable to attend for work.
- (h) The Company may require an employee to provide evidence that would satisfy a reasonable person of incapacity for work (e.g. via a certificate of incapacity issued by a duly qualified medical practitioner) for absences in excess of one day or absences either side of a weekend or a public holiday.
- (i) Unused Personal Leave is not paid out on termination of employment.

19. LONG SERVICE LEAVE

The Company shall ensure that all employees are registered with Leave Plus (formerly Co-Invest) for the purposes of Long Service Leave.

20. PARENTAL LEAVE

- (a) In accordance with the provisions of the Fair Work Act 2009, an employee may be eligible for the grant of up to 52 weeks of unpaid Parental (Maternity, Paternity or Adoption) Leave.
- (b) To be eligible, an employee must have completed 12 months service with the Employer and be subject to the circumstances prescribed in the relevant provisions of the Fair Work Act 2009.
- (c) Entitlements to Personal leave, Annual Leave and long service leave will not accrue while on unpaid parental leave.

21. COMPASSIONATE LEAVE

- (a) Employees (other than a casual employee) shall be entitled to up to 2 days of paid leave upon the death or threat to life of a member of the Employee's immediate family or household.
- (b) The Company may require the Employee to provide evidence of the requirement to take Compassionate Leave.

22. COMMUNITY SERVICE LEAVE

- (a) An employee (other than a casual) called for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours expended at the Court.
- (b) Employees, including casual employees, are entitled to be absent without pay from work for the purpose of performing a 'voluntary emergency management activity'.
- (c) An employee engages in a voluntary emergency management activity only if they:
 - engage in an activity that involves dealing with an emergency or natural disaster.
 - the employee engages in the activity on a voluntary basis.
 - the employee is a member of, or has a member-like association with, a 'recognised emergency management body' and either:
 - the employee was requested by or on behalf of the body to engage in the activity or
 - no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

RP

- (d) *The employee will provide the Company with proof of attendance, duration of attendance and amount received in respect thereof.*

23. FAMILY AND DOMESTIC VIOLENCE LEAVE

Leave to deal with family and domestic violence is provided in accordance with National Employment Standards (10 days paid leave per annum for full-time, part-time, and casual staff).

24. PAYMENT OF WAGES

Wages will be paid fortnightly by electronic funds transfer (EFT).

25. INCLEMENT WEATHER

- (a) *The parties agree that a reasonable approach shall be taken to inclement weather which shall mean that work will continue unless the Company and the employees agree that it is either not reasonable or not safe for employees to continue working. The employees on any inclement weather affected site or section of a site can be transferred to another site or section of a site or the depot for productive work. Management will take a reasonable approach when requiring employees to transfer from site to site or back to the depot. This shall include considering the distance to be travelled and the time of day. However, management maintains the right to make the final decision as to when the transfer of employees from site to site or back to the depot is appropriate or when works on each affected site should cease and personnel stand down until conditions improve.*
- (b) *A casual employee notified the night before a shift that they will not be required due to inclement weather will not be entitled to any pay.*
- (c) *Employees may not cease work due to inclement weather without first obtaining the permission of CVC management or site supervisor, following consultation with CVC management.*
- (d) *Where an employee chooses to finish work due to inclement weather, whether on site or at the depot, without consultation and agreement with CVC management or the site supervisor, the employee will only be paid for time worked.*
- (e) *The Company will not unreasonably, as determined on site by the Company representative, hold employees at work, whilst inclement weather persists.*
- (f) *Where an employee is not able to perform any work at any location because of inclement weather, workers will either be given alternate work such as training, at the yard, cleaning site containers, or operating machinery if deemed safe to do so or the employee will have the option to use either annual leave, banked RDOs, or take leave without pay.*
- (g) *The company will always offer alternative work or training where any inclement weather halts work on-site. As such*

26. TERMINATION OF EMPLOYMENT

Other than in the case of casual employees, termination of employment may be affected by either party with the giving of notice in writing as follows.

<i>Length of Service</i>	<i>Period of Notice</i>
<i>Up to 1 year</i>	<i>1 week</i>
<i>Over 1 year and up to completion of 3 years</i>	<i>2 weeks</i>
<i>Over 3 years and up to completion of 5 years</i>	<i>3 weeks</i>
<i>Over 5 years</i>	<i>4 weeks</i>

Provided that an employee over 45 years of age and with not less than 2 years continuous service at the time of giving notice shall receive an additional week's notice.

RP

The services of a casual employee may be terminated with the giving of one hour's notice.

The Employer may elect to make payment for all or that part of the period of notice that it does not require the employee to work.

An Employee (who is at least 18 years of age) may forfeit salary equivalent to one weeks' worth of wages in the event that the employee fails to work the required notice period.

In circumstances where the Employee is terminated on the grounds of serious misconduct, no notice period nor payment in lieu thereof shall apply. Serious misconduct includes but is not limited to bringing the Company into disrepute, failing to comply with a reasonable request from Management, theft, fraud, assault, sexual harassment, the employee being intoxicated at work, and conduct that causes imminent risk to the health and safety of a person or the reputation, profitability, and viability of the company.

The Employer and the Employee undertake to settle any mutually agreed debt of one to the other on termination.

The Employee agrees that the Employer may recover the amount of any debt owing by the Employee to the Employer on termination of employment by deduction of the amount from the Employee's final entitlements.

The Employee undertakes to return to the Employer on termination all physical and intellectual property of the Employer whether in material, electronic, documentary or any other form.

27. REDUNDANCY

- (a) *A position becomes redundant when the Employer decides that the position is no longer required for operational reasons (i.e. the Employer does not require the job to be done by the employee occupying the position or by anyone else and this is not due to the ordinary and customary turnover of labour).*
- (b) *The employer will endeavour to find suitable alternative employment for any employees whose positions become redundant.*
- (c) *Where an employer has given notice of retrenchment to an employee, an employee will be allowed up to one day's time off with pay during each week of notice to seek other employment, provided that, where more than one day's time off is allowed during the notice period, the employer may require the employee to provide satisfactory evidence of attendance at a job interview to qualify for payment for time off in excess of one day.*
- (d) *Where no suitable alternative employment is available, an employee may be retrenched with the following minimum amount of severance pay (calculated at the ordinary time rate of pay) in addition to the period of notice specified in Clause 25:*

Period of continuous service	Severance pays
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay

RP

9 years and over

16 weeks' pay

28. SUPERANNUATION

- (a) *The Company will pay compulsory superannuation contributions according to superannuation legislation as per the Award.*
- (b) *Where an employee wishes to have their pay, salary sacrificed for additional superannuation, the company will comply with the employee's request without unreasonable delay. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate.*

29. VEHICLE SALARY SACRIFICE

Where an employee wishes to have their pay salary sacrificed for a vehicle, the company will comply with the employee's request without unreasonable delay. All entitlements and benefits contained in this agreement will be calculated on the pre-salary sacrifice pay rate. This arrangement will be on an individual basis and detailed in a separate salary sacrifice agreement.

30. DISPUTE RESOLUTION PROCEDURE

If a dispute relates to:

- a. *a matter arising under the agreement; or*
- b. *the National Employment Standards.*

this term sets out procedures to settle the dispute.

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

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

The Fair Work Commission may deal with the dispute in 2 stages:

- a. *the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and*
- b. *if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:*
 - i. *arbitrate the dispute; and*
 - ii. *make a determination that is binding on the parties.*

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this term:

- a. *an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and*
- b. *an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:*
 - i. *the work is not safe; or*

RP

- ii. applicable occupational health and safety legislation would not permit the work to be performed; or
- iii. the work is not appropriate for the employee to perform; or
- iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

31. USE, CARE AND CUSTODY OF COMPANY PROPERTY, EQUIPMENT AND VEHICLES

- (a) Employees are to exercise due care to ensure the proper use and care and secure custody of Company property and equipment under their control. This includes but is not restricted to motor vehicles, excavators, other plant and equipment, tools, protective clothing and footwear and other personal protective equipment.
- (b) Employees are to immediately report any damage to or malfunction in Company property and equipment under their control.

32. COMPANY VEHICLES

- (a) Employees may be provided with a fully maintained company vehicle in lieu of daily travel allowance subject to the following conditions. Any private use of the vehicles is at the discretion of the Company and can be modified or restricted without notice.
- (b) Company vehicles must always be kept in a clean and tidy condition. The custodian of the vehicle will be responsible to ensure that the vehicle is serviced and maintained (at the Company's expense) at regular intervals within the manufacturer of the vehicle guidelines. Should any mechanical failure or damage occur as a result of failing to abide by this clause, the Company may recover costs of the repairs from the custodian of the vehicle.
- (c) Where company vehicles are provided for private use and garaged off-site, they must be stored at the custodian employee's residence in a safe and secure position.
- (d) The Company must approve private use of the vehicle to travel interstate or while on annual leave. Fuel costs incurred during annual leave are to be paid by the Employee unless otherwise arranged with the Company.
- (e) The Company must be advised immediately of any accident in a company vehicle and before any arrangements are made. It is the responsibility of the driver to secure from other parties involved in the accident their name and address, registration, license number and insurance details. The driver must not accept blame for the accident on behalf of the Company, as this is an insurance matter.
- (f) The custodian employee of a company vehicle will be responsible for the payment of damage or the insurance excess (whichever is the lesser) should they cause an accident while on private use.
- (g) The Company strictly prohibits the use of any company vehicle by an employee who is under the influence of either alcohol or drugs. In the event of an accident caused by either of the above, the employee will be solely responsible for all costs and repairs associated with the accident.
- (h) Whilst an employee is on annual leave the vehicle must remain on the property of CVC unless otherwise arranged with the Company.

33. STAND DOWN

The Company shall have the right to deduct payment for any day that the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work for which the company cannot reasonably be held responsible. If the employee so requests, the Company may elect to allow the employee to take annual leave, long service leave or accrued RDO's rather than standing down the Employee.

RP

34. INDIVIDUAL FLEXIBILITY

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed.
 - ii. overtime rates.
 - iii. penalty rates.
 - iv. allowances.
 - v. leave loading; and
 - b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The employer or employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing — at any time.

35. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

1. This term applies if the employer:
 - 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
2. For a major change referred to in paragraph (1)(a):
 - a. the employer must notify the relevant employees of the decision to introduce the major change; and
 - b. subclauses (3) to (9) apply.
 3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
 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 employer of the identity of the representative.

RP

- the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
 - a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer 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 change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
 6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
 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 employer'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.
 10. For a change referred to in paragraph (1)(b):
 - a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses (11) to (15) apply.
 11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
 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 employer of the identity of the representative. the employer must recognise the representative.
 13. As soon as practicable after proposing to introduce the change, the employer 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; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees.
 - 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).
 14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

RP

16. In this term:

relevant employees mean the employees who may be affected by a change referred to in subclause (1).

36. NO FURTHER CLAIMS

It is a term of this Agreement that the employee 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. 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.

RP

SIGNATORIES

1. Signed for and on behalf of the employer: Name (Print): ANDREW MAHAR

Company: CENTRAL VIC CIVIL PTY LTD

Company Position: MANAGING DIRECTOR

Signature: *Andrew Mahar*

Date: *24-05-2024*

2. Signed for and on behalf of the employees.

Name: *Ryan Prendergast*

Position: *Labourer/Pipelayer EA Rep*

Signature: *[Signature]*

Date: *24/5/24*

Address: *Care of 8 Liberator Dr, Mitchell Park*

Name: _____

Position:

Signature: _____

Date: _____

Address: _____

Schedule A: Central Vic Civil Classifications

Pay/position code	Requirements
LABOURERS	
LP1 (Entry Level Minimum Experience)	<ul style="list-style-type: none"> • New to industry or less than 1 year of experience • Basic skills and Qualifications such as white card, first aid • Requires a lot of supervision
LP2 (Intermediate level Moderate level of experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with 1 or more years' experience. <p>Skills and qualifications the same as L1 with the following additions</p> <ul style="list-style-type: none"> • Can set up lasers and take levels under supervision. • Can read and follow plans under supervision. • Requires minimum supervision.
LP3 (Intermediate level Moderate level of experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with more than 2 years' experience. <p>Skills and qualifications the same as L2 with the following additions</p> <ul style="list-style-type: none"> • Confined space trained • Work at height trained. • Trenching and shoring trained • Work under a permit trained. • Electrical spotter trained. • Traffic control trained. • Can read and follow plans with minimum supervision. • Can lay pipe competently unsupervised. • Can work autonomously or with minimum supervision.
LP4 (Skilled/Advanced Level High Level or experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with more than 3 years' experience. <p>Skills and qualifications the same as L3 with the following additions</p> <ul style="list-style-type: none"> • Take laser levels autonomously. • Can read, interpret, and follow plans autonomously. • Can lead small teams and mentor levels 1-3 in support of site supervisor and or leading hand. • Trench rescue trained. • Can work autonomously and assist supervisor with take 5-3 and basic risk assessment process.
TRUCK DRIVERS	
T3 (Entry Level Minimum Experience)	<ul style="list-style-type: none"> • New to industry or less than 1 year of experience • Basic skills and Qualifications such as white card, first aid • Working knowledge of NHVR and fatigue management requirements • Conduct competent prestart on truck.

RP

	<ul style="list-style-type: none"> • HR licence
T4 (Intermediate level Moderate level of experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with more than 2 years' experience. <p>Skills and qualifications the same as T1 with the following additions:</p> <ul style="list-style-type: none"> • HC licence • Competent with truck and dog • Ability to competently operate either a loader or excavator to assist with loading of trucks. • Thorough knowledge of NHVR and fatigue management requirements • Ability to competently load plant onto truck
T5 (Skilled/Advanced Level High Level of experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with more than 3 years' experience. <p>Skills and qualifications the same as T2 with the following additions:</p> <ul style="list-style-type: none"> • MC Licence • Competent with floating large plant and materials using large float. • Competent with interstate and long haul. • Competent with loads required to be piloted or under police escort. • Competent in tilt tray operations
OPERATORS	
O3 (Entry Level Minimum Experience)	<ul style="list-style-type: none"> • New to industry or less than 1 year of experience • Verification of Competency for 2 or more types of plant • Competent in the use of 1-49T excavators, padfoot, dump truck and soil screen • Basic skills and Qualifications such as white card, first aid • Requires some supervision
O4 (Intermediate level Moderate level of experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with more than 2 years' experience. <p>Skills and qualifications the same as O1 with the following additions:</p> <ul style="list-style-type: none"> • Verification of Competency for 3 or more types of plant <p>Plant types as for O1 with the addition of 1-49T excavators, skidsteer, watercart, wheeled loader, forklift, and backhoe.</p> <ul style="list-style-type: none"> • Basic understanding of GPS • telehandler high risk work licence (TV licence) • Works with minimum supervision
O5 (Skilled/Advanced Level High Level of experience and competency)	<ul style="list-style-type: none"> • Experienced in the industry with more than 3 years' experience. <p>Plant types as for O2 with the addition of Grader, 1-49T excavator, Dozer,</p> <p>Skills and qualifications the same as O2 with the following additions:</p> <ul style="list-style-type: none"> • Final Trim • Fully competent with GPS • Ability to use restricted/safe slew/sling program

RP

Schedule B: Civil Construction Competencies

Training

1 Structured Training

All training will be structured competency-based training (and assessment).

2 Training Programs

The Company will prepare a training program for an employee in consultation with them that is consistent with their operational needs setting out:

- a. any core competencies, in addition to those already held, to be acquired.
- b. the process by which the employee will acquire them (Skills Recognition, on the job training, off the job training, mentor program, etc); and
- c. an indicative timetable for acquiring them.

Civil Construction Competencies

The civil construction competencies referred to in Schedule A, are set out below

Unit CC1 Basic Civil Construction Competencies

An employee must be competent in the following elements:

- a. Work safely & follow OHS policies and procedures.
- b. Conduct local risk control.
- c. Communicate in the workplace.
- d. Carry out measurements and calculations; and

Unit CC2 Civil Construction Skilled Worker Competencies

An employee must be competent in the following elements:

- a. Plan and organise work.
- b. Support plant operations.
- c. Read and interpret plans and job specifications.
- d. Spread and compact materials manually; and
- e. Operate small plant and equipment to assist with the completion of manual tasks.

CVC Civil Construction Operational Competencies (OC)

CVC has identified competency units consistent with its operations. An employee will be deemed competent for a particular competency unit when they can undertake the activities and tasks associated with that unit in an independent, safe, and productive manner. These Operational Competency units include:

- Rigger-Dogman
- Drainer
- Form Setter
- Pipelayer
- Renderer

RP

- Drilling machine operator
- Dump Truck operator.
- Pneumatic tractor
- Roller (Padfoot & Smooth drum)
- Small Trenching Machine
- Set up dumpy and take levels.
- Set up laser levels to design grades and levels.
- Pipe cracker machine operator.

Civil Construction Operational Plant Competencies (OPC)

CVC has identified competency units consistent with its plant operations. An employee will be deemed competent for a particular competency unit when they can undertake the activities and tasks associated with that unit in an independent, safe, and productive manner. These Operational Plant Competency units include the operation of:

- Excavator
- Grader
- Bulldozer
- Backhoe, Loader, Skidsteer
- Trencher
- Smooth drum and Padfoot Roller

Unit OPC1 Dump Truck Operation

An employee must be competent in the following elements:

- a. Plan and prepare for dump truck operations.
- b. Operate dump truck.
- c. Load, carry and place materials.
- d. Carry out machine operator maintenance; and
- e. Clean-up and housekeeping.

OPC2 Water Truck Operation

An employee must be competent in the following elements:

- a. Plan and prepare for water cart operations.
- b. Operate water cart.
- c. Load, transport, and distribute water.
- d. Carry out machine operator maintenance; and
- e. Clean-up and housekeeping.

OPC3 Truck and dog Operation

An employee must be competent in the following elements:

- a. Plan and prepare for truck and dog operations.

RP

- b. Operate truck and dog.
- c. Carry out truck operator maintenance; and
- d. Clean-up and housekeeping.

OPC4 Tip Truck Operation

An employee must be competent in the following elements:

- a. Plan and prepare for tip truck operations.
- b. Operate tip truck.
- c. Load, transport and tip material; and
- d. Clean-up, housekeeping and carry out machine operator maintenance.

OPC5 Low Loader Operation

An employee must be competent in the following elements:

- a. Plan and prepare for low loader operations.
- b. Operate low loader truck.
- c. Load, transport and tip material; and
- d. Clean-up, housekeeping and carry out machine operator maintenance.

OPC6 Excavator Operation

An employee must be competent in the following elements:

At Level 4

- a. Plan and prepare for excavator operations.
- b. Operate excavator.
- c. Select, remove, and fit attachments.
- d. Relocate the machine including loading and unloading plant.
- e. Carry out machine operator maintenance; and
- f. Clean-up and housekeeping

At Level 5

As for Level 4 plus:

- a. Spread material and trim.
- b. Excavate in and around existing infrastructure.

At Level 6

As for Level 5 plus:

- a. Plan and prepare to use machine with specialised equipment.
- b. Final trim to minimum tolerances using GPS equipment.
- c. Troubleshoot problems within the scope of an operator's capabilities.

RP

OPC7 Backhoe, Loader, and Skidsteer Loader Operation

An employee must be competent in the following elements:

- a. Plan and prepare for backhoe/loader/skid steer loader operations.
- b. Operate backhoe/loader/skid steer loader truck.
- c. Load, carry and place materials.
- d. Select, fit, and remove attachments.
- e. Relocate the backhoe/loader/skid steer.
- f. Carry out machine operator maintenance; and
- g. Conduct housekeeping.

OPC8 Grader Operation

An employee must be competent in the following elements:

At Level 4

- a. Plan and prepare for grader operations.
- b. Operate grader.
- c. Select, remove, and fit attachments.
- d. Relocate the machine including loading and unloading plant.
- e. Carry out machine operator maintenance; and
- f. Clean-up and housekeeping

At Level 5

As for Level 4 plus:

- a. Spread material and trim.

At Level 6

As for Level 5 plus:

- a. Plan and prepare to use machine with specialised equipment.
- b. Final trim to minimum tolerances using GPS equipment.
- c. Troubleshoot problems within the scope of an operator's capabilities.

OPC9 Dozer Operation

An employee must be competent in the following elements:

At Level 4

- a. Plan and prepare for dozer operations.
- b. Operate dozer.
- c. Select, remove, and fit attachments.
- d. Relocate the machine including loading and unloading plant.
- e. Carry out machine operator maintenance; and
- f. Clean-up and housekeeping

At Level 5

As for Level 4 plus:

RP

- a. Spread material and trim.

At Level 6

As for Level 5 plus:

- a. Troubleshoot problems within the scope of an operator's capabilities.
- b. Plan and prepare to use machine with specialised equipment.
- c. Final trim to minimum tolerances using GPS equipment.

OPC10 Smooth and Padfoot Roller Operation

An employee must be competent in the following elements:

- a. Plan and prepare for roller operations.
- b. Operate roller.
- c. compact various materials; around obstacles
- d. Achieve compaction requirements.
- e. Relocate the machine including loading and unloading plant.
- f. Carry out machine operator maintenance; and
- g. Clean-up and housekeeping.

Unit OPC11 Trencher Operation

An employee must be competent in the following elements:

- a. Plan and prepare for trencher operations.
- b. Operate trencher.
- c. Relocate the machine including loading and unloading plant.
- d. Carry out machine operator maintenance; and
- e. Clean-up and housekeeping.

RP

C - Wage Rates

Classification	Award Ordinary time rate per hour (including industry allowance)	Factored rate per hour
Level 1	\$26.51	\$33.80
Level 2	\$27.01	\$34.92
Level 3	\$27.76	\$36.04
Level 4	\$28.58	\$37.17
Level 5	\$29.40	\$38.30

N.B. Whenever apprentices are engaged, they will be remunerated as per the relevant Award for the work they perform.

RP