

**MICK HOGAN EXCAVATIONS AND POLY
IRRIGATION ENTERPRISE AGREEMENT
2024**

1. TITLE

This agreement shall be known as the Mick Hogan Excavations and Poly Irrigation Enterprise Agreement 2024, hereafter referred to as "the Agreement".

2. ARRANGEMENT

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3. APPLICATION OF THE AGREEMENT

This Agreement applies to and is binding upon Allied Entities Pty Ltd atf Allied Entities Unit Trust T/A Mick Hogan's Excavations and Poly Irrigation, 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.

4. RELATIONSHIP TO MODERN AWARDS

- a. The primary business of the Employer is civil construction which is nominally covered by the Building and Construction General On-site Award 2020 (the primary award) which is incorporated into this Agreement.
- b. The conduct of that primary business also involves some ancillary functions, namely transport which is nominally covered by the Road Transport and Distribution Award 2020 and mechanic activities which are nominally covered by the Manufacturing and Associated Industries and Occupations Award 2020.
- c. 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 3 awards nominated into one integrated structure.

5. DATE AND PERIOD OF OPERATION

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

6. MODE OF EMPLOYMENT

Employees may be engaged on a full-time, part-time or casual basis.

- a. A full-time employee is one who is engaged for 38 ordinary hours per week plus reasonable additional hours on an ongoing basis.
- b. Part-time employees are excluded from payment via the factored rate under this agreement and instead will have their employment administered in accordance with the Award.
- c. 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 not worked, 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 150%, 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 or be offered conversion to full or part time employment in accordance with the NES.

Casual employees have a minimum engagement of 3 hours.

7. PROBATIONARY PERIOD

- a. All new employees shall be on probation for the first three (3) 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.
- c. Alternatively, at the Company's discretion and in circumstances where the Employee has demonstrated the potential to satisfy job requirements but has not actually done so within the 3-month trial period, this period may be extended by a maximum of a further 3 months during which the provisions of (b) above shall continue to apply.

8. WAGE INCREASES

The rates applying as at commencement of this Agreement are specified in Schedule B of this Agreement and will be adjusted in accordance with any changes to Award rates from the Fair Work Commission's Annual Wage Reviews or otherwise.

9. SUPERANNUATION

Superannuation will be administered in accordance with the Award.

10. ORDINARY HOURS OF WORK

The ordinary hours of work shall be 38 hours per week and worked within the span of 6.00 am and 5.00 pm Monday to Friday.

11. FACTORED WAGE RATE FOR STANDARD HOURS OF WORK

Full-time and casual employees receive a flat rate of pay for up to the first 9.5 hours in any day or 47.5 hours in any week which has been factored to include overtime loadings that apply to hours worked in excess of 7.6 ordinary hours per day.

This factored rate is calculated as follows:

$$\begin{aligned}
 & \textit{The base rate payable for the Award classification as specified at Clause 19.1 of the Primary} \\
 & \qquad \qquad \qquad \textit{Award} \\
 & \qquad \qquad \qquad + \\
 & \qquad \qquad \qquad \textit{Industry allowance calculated in accordance with Clause 22.1a) of the Primary Award} \\
 & \qquad \qquad \qquad + \\
 & \qquad \qquad \qquad \textit{If applicable to an employee, a first aid allowance in accordance with Clause 23.6 of the} \\
 & \qquad \qquad \qquad \textit{Primary Award} \\
 & \qquad \qquad \qquad = \\
 & \qquad \qquad \qquad \textit{Award All Purpose Rate for 38 hours per week X 52.25/47.5 (38 hours@ single time+ 9.5} \\
 & \qquad \qquad \qquad \textit{hours@ 1.5 times= 52.25)} \\
 & \qquad \qquad \qquad + \\
 & \qquad \qquad \qquad \textit{5 meal allowances calculated in accordance with Clause 21.2 of the Primary Award applied} \\
 & \qquad \qquad \qquad \textit{over 47.5 hours} \\
 & \qquad \qquad \qquad = \\
 & \qquad \qquad \qquad \textit{Factored Wage Rate for Standard Hours}
 \end{aligned}$$

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 full-time employee up to 38 hours per week or 7.6 hours per day).

The Company, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether, or not, the conditions referred to in this clause apply.

The Company will record the time of the cessation of work due to inclement weather and the resumption of work after a period of inclement weather has ended.

When inclement weather conditions exist, an affected employee is not required to commence or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required work may occur or continue provided that such work does not give rise to a reasonable concern on the part of the employee undertaking the work of an imminent risk to their health or safety.

Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary time hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any four week period for each employee. Payment is subject to adherence to the terms of this clause.

If an employee commences employment during a four week period the employee will be credited with:

- 32 hours where the employee commences on any working day within the first week;
- 24 hours where the employee commences on any working day within the second week;
- 16 hours where the employee commences on any working day within the third week; and
- eight hours where the employee commences on any working day within the fourth week in any four week period.

Inclement weather occurring during overtime will not be taken into account for the purposes of this clause and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

Employees 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.

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.

Additional wet weather procedure

- a. Remaining on site Where, because of wet weather, the employees are prevented from working: 1.
- For more than an accumulated total of four hours of ordinary time in any one day; or
 - After the meal break, as provided in clause for more than an accumulated total of 50% of the normal afternoon work time; or
 - During the final two hours of the normal work day for more than an accumulated total of one hour;

The Company will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Where, by agreement, between the Company and the employees, employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employees' hours. Wet time occurring during overtime will not be taken into account for the purposes of this subclause.

- b. Rain at starting time Where the employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
- The rain stops; or
 - A covered walkway has been provided; or
 - The sheds are under cover and the employees can get to the dry area without going through the rain; or
 - Adequate protection is provided.

Protection must, where necessary, be provided for the employees' tools.

16. FARES AND TRAVEL

Employees will generally report to the Company depot at Numurkah where work will commence and finish. The Company depot will be the Work Base. In any case when employees are provided with a Company vehicle the fares and travel allowance is not payable.

On the occasions that an employee travels directly to a worksite (within 50km of the depot) using their own vehicle they will be entitled to an allowance as specified in Schedule B.

17. LIVING AWAY EXPENSES

The Numurkah yard is the Company home base.

This clause operates when an employee is employed at a remote location at a distance of greater than 100 km from the Company home base.

In these circumstances the Company reserves the right to provide accommodation to its employees by agreement.

In most circumstances the Company will provide accommodation for employees when living away from home. Whenever accommodation is not provided for an employee who qualifies a Living Away From Home Allowance of \$200 per day that the employee is required to reside away from their usual residence.

Employees receiving Living Away from Home Allowance shall not be entitled to Travel Allowance as contained in Schedule B of the Agreement.

Employees who elect to travel from home to the remote location on the morning of the first day of work following a weekend and return on the last day of work prior to a weekend will be entitled to a daily Living Away From Home Allowance (LAFHA) for each of days of the work period. (e.g. typically Monday to Friday equals 5 days of LAFHA).

Where employees are required to reside temporarily at locations where actual accommodation expenses exceed the allowance consideration will be given to paying "out of pocket" expenses where it can be substantiated that no other reasonable, but cheaper accommodation could be found. Employees are required to seek accommodation as close as possible to the worksite.

18. LEAVE

a. Annual Leave

- i. Annual leave is provided for in the National Employment Standards.
- ii. Employees are expected to provide reasonable notice of their intention to take annual leave.
- iii. Employees acknowledge that it is preferable for them to take annual leave during periods of low work activity.
- iv. For the purposes of the additional week of annual leave applying to continuous shiftworkers the relevant definition applying under the Award that covers the work performed by that employee will apply.
- v. An employee may elect to cash in part of their annual leave entitlement provided that:
 - The application is made voluntarily and in writing and
 - The employee has had at least 2 weeks off on Annual Leave in the previous year and
 - The employee retains a balance (after cashing in) of at least 4 weeks of annual leave.
 - The amount the employee receives is the same as they would have received had they taken the period of leave.

b. Annual Leave Loading

Employees when taking annual leave are entitled to loading of 17.5%. Annual Leave Loading is calculated on the employee's ordinary weekly wage inclusive of all-purpose payments.

c. Other Leave

Personal/carer's leave, compassionate leave, community service leave, parental leave, long service leave and family and domestic violence leave will be provided in accordance with National Employment Standards

d. Notification and Evidence of Absence

- i. Employees are 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.
- ii. The Company may require an employee to provide satisfactory evidence 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.

e. Public Holidays

An employee other than a casual employee shall be entitled, without loss of pay, to gazetted public holidays as follows:

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

or such other day as is generally observed in a locality as a substitute day. For the purposes of this Agreement, where Christmas Day, Boxing Day, New Year's Day and Australia Day fall on a Saturday or Sunday, the substitute days will be as per that prescribed in the Victorian Government Gazette.

f. Leave Without Pay

Employees may be granted additional leave at the Company's discretion with or without pay and where it is leave without pay, it will not count as service for any purpose other than as prescribed by law.

19. 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)
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)
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 effects 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
 - e. States the day on which the arrangement commences. (4)
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.

20. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

2. For a major change referred to in paragraph 20.1a):
 - a. THE COMPANY must notify the relevant employees of the decision to introduce the major change; and
 - b. Subclauses 20.3 to 20.9 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;

THE COMPANY must recognise the representative.

5. As soon as practicable after making its decision, THE COMPANY 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 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 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 COMPANY is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7. THE COMPANY 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 20.2a) and subclauses 20.3 and 20.5 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 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;
 - 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

- 10. For a change referred to in paragraph 20.1b):
 - a. THE COMPANY must notify the relevant employees of the proposed change; and
 - b. subclauses 20.11 to 20.15 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 COMPANY of the identity of the representative.

The company must recognise the representative.
- 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; and
 - 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
 - iv. 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 COMPANY is not required to disclose confidential or commercially sensitive information to the relevant employees.

15. THE COMPANY must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term:
 - a. relevant employees means the employees who may be affected by a change referred to in subclause 20.1.

21. DISPUTE RESOLUTION PROCEDURE

1. 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.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. 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.

6. 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
 - 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.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

22. TERMINATION OF EMPLOYMENT

- a. This Agreement provides notice of termination in accordance with the National Employment Standards.

Period of Continuous Service	Minimum Notice Period
Less than 1 year	1 week
1-3 years	2 weeks
3-5 years	3 weeks
Over 5 years	4 weeks

- b. An employee may be terminated if they do not maintain the essential qualifications required to meet the inherent requirements of the role in which they are engaged (e.g. the licences that are required to operate plant and drive vehicles).
- c. 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.
- d. In circumstances where the Employee is terminated on the grounds of serious misconduct, no notice period or 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.
- e. 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.

23. SEVERANCE, REDUNDANCY

- a. The Company and its employees recognise that the Company provides service to various asset managers and operators under competitively tendered contracts and as such is not in control of work programs. The Parties therefore agree that during periods of no work, the following process will be followed:
- Alternative work will be provided by the Company where available.
 - Where no alternative work is available, consultation between the Parties will occur to seek agreement on possible solutions, including the taking of annual leave.
 - In the absence of the above options the redundancy provisions will apply.
- b. In circumstances where a position becomes redundant, the Company shall make decisions on the employee(s) to be affected by that redundancy on the basis of the relative skills of employees and the need for the business to retain those who are the most skilled and most valuable to the business.
- c. In circumstances where the position that is to be made redundant is one performed by a number of employees, the Company will call for volunteers in the first instance but reserves the right to accept or not accept any voluntary nomination for retrenchment based on business needs.

- d. Where Employees' termination is by retrenchment due to their position becoming redundant, they shall, in addition to the period of notice specified in Clause 22 above, be entitled to a severance payment as follows:

Period of Continuous Service	Severance Payment
1 year or less	Nil
Over 1 year and up to completion of 2 years	4 weeks
Over 2 years and up to completion of 3 years	6 weeks
Over 3 years and up to completion of 4 years	7 weeks
Over 4 years and up to completion of 5 years	8 weeks
Over 5 years and up to completion of 6 years	10 weeks
Over 6 years and up to completion of 7 years	11 weeks
Over 7 years and up to completion of 8 years	13 weeks
Over 8 years and up to completion of 9 years	14 weeks
Over 9 years	16 weeks

- e. This clause operates in place of Clause 41 (Industry Specific Redundancy Scheme) of the Primary Award.

24. STAND DOWN

The Employer 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 Employer cannot reasonably be held responsible. If the employee so requests, the Employer may elect to allow the employee to take annual leave rather than standing down the Employee.

25. 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.

SIGNATURES

For Mick Hogan Excavations and Poly Irrigation


Signature:  Date: 24/06/2024

Full name of signatory: MARK BRUCE LANGHAM

Address of signatory: 3 SETTLERS DR, KIALLA VIC 3631

Authority to sign on behalf of Mick Hogan
Excavations and Poly Irrigation DIRECTOR / GENERAL MANAGER

For the employees covered by this agreement

Signature:  Date: 24/06/2024

Full name of signatory: ROBERT JOHNSON

Address of signatory: 110 DUNLOP STREET, YARRAWONGA VIC 3730

Authority to sign on behalf of employees
covered by this agreement: EMPLOYEE NOMINATED REPRESENTATIVE

SCHEDULE A – CLASSIFICATIONS

Mick Hogan Excavation and Poly Irrigations Classifications

Classification	Description	Relevant Award Job Function
1	A level 1 employee is an employee who is undertaking training to gain competent in basic operations.	New entrant to the industry. Generally performing a range of tasks under close supervision and instruction. Indicative time period is 12 months at this level. (CW1d)
2	A level 2 employee: <ul style="list-style-type: none"> ● Is an employee who is competent in basic operations; ● Performs general labouring duties; and ● Is provided the opportunity to undertake training to be assessed as competent in additional skills to attain level 3. 	Tradesman’s labourer gaining Skilled Worker Competencies. Construction Truck Driver General construction labourer (CW2)
3	A level 3 employee: <ul style="list-style-type: none"> ● An employee who is operating at the trade level of the relevant occupation; ● Performs general labouring duties; and ● Is provided the opportunity to undertake training to be assessed as competent in additional skills to attain level 4 	Skilled construction worker, e.g. Pipe layer, small plant operator, spotting, locating underground services. Poly welder, and senior construction labourer able to read site plans and operate lasers and GPS units. Competent single plant operator up to 12 tonnes. Skilled unqualified tradesman. Apprentices receive a percentage of the level 3 factored rate as specified in the table in schedule B. (CW3)

4	<p>A level 4 employee:</p> <ul style="list-style-type: none"> ● Is an employee who is operating at the trade level of the relevant occupation; ● Performs general labouring duties; and ● For Plant Operation is competent in the Plant Operation Competencies required to operate the specified equipment at this level; and ● Is undertaking training to be assessed as competent in additional skills to attain level 5 	<p>Competent plant operator able to operate multiple items of plant up to 20-tonne excavator.</p> <p>Able to read construction plans, operate lasers and GPS units and to provide guidance and direction to a work unit when required.</p> <p>(CW4)</p>
5	<p>A level 5 employee:</p> <ul style="list-style-type: none"> ● Is an employee who is operating at the trade level of the relevant occupation; ● Performs general labouring duties; and ● For Plant Operation is competent in the Plant Operation Competencies required to operate the specified equipment at this level; and ● Is undertaking training to be assessed as competent in additional skills 	<p>Construction foreman able to read site plans, operate lasers, GPS units, supervise large construction works and quote jobs.</p> <p>Fully qualified tradesperson and workshop foreman.</p> <p>(CW5)</p>

SCHEDULE B – RATES OF PAY & ALLOWANCES

Rates of pay

Classification	Award all-purpose rate	Current factored rate (rate for standard hours) (p/h)	Penalty rate (Award all-purpose rate x2) (p/h)	Factored rate for Saturday work (p/h)
1	\$26.51	\$33.75	\$53.02	\$49.71
2	\$27.01	\$34.36	\$54.02	\$50.64
3	\$27.75	\$35.25	\$55.50	\$52.03
4	\$28.58	\$36.26	\$57.16	\$53.59
5	\$29.40	\$37.25	\$58.80	\$55.13

Apprentice rates

Stage of apprenticeship	Rate (p/h)
Stage 1 (55% of level 3)	\$19.39
Stage 2 (65% of level 3)	\$22.92
Stage 3 (75% of level 3)	\$26.44
Stage 4 (90% of level 3)	\$31.73

Allowances

Name	Rate
Overtime Meal	\$17.57 per occasion
Daily Fares and Travel Allowance (up to 50km radius)	\$21.19 per day
Living Away From Home Allowance (includes meals)	\$200 per day