C.C.E. Pty Ltd
ENTERPRISE AGREEMENT
2019
1. TITLE

This agreement is known as the *C.C.E. Pty Ltd Enterprise Agreement 2019* (Agreement).

2. PARTIES BOUND AND APPLICATION OF AGREEMENT

2.1 This Agreement covers:

(a) Civmec Construction and Engineering Pty Ltd (ABN 98 137 816 025) (Employer); and

(b) Employees of the Employer employed in the classifications contained in clause 6 (“Classifications and Wage Rates”) and Appendix 1 of this Agreement who perform onshore construction work in Australia, including preparatory work and commissioning. (Employees).

2.2 This Agreement does not cover employees covered by the *Civmec Henderson Fabrication Materials Handling & Assembly Yard Works Enterprise Agreement 2017*.

3. PERIOD OF OPERATION

3.1 This Agreement commences operation on the seventh (7th) day after the day it is approved by the Fair Work Commission (Commission).

3.2 This Agreement has a nominal expiry date four (4) years after the day the Commission approves it.

3.3 This Agreement continues to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009* (FW Act).

4. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS

4.1 This Agreement replaces the Civmec Construction and Engineering Pty Ltd Enterprise Agreement 2013.

4.2 This Agreement operates to the exclusion of any award or other industrial instrument.

4.3 Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement.

4.4 References to entitlements provided for in other 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 other legislation.

4.5 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an 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.
5. **CONTRACT OF SERVICE**

*Types of Employment*

5.1 The Employer operates on a contract-by-contract basis, where intermittent and short-term employment is a feature of its employment arrangements. Employment arrangements are commonly tied to contracts for particular projects and the duration of employment in those circumstances will be linked to the duration of the contract or the project. The wage rates in clause 6 include a component in recognition of the intermittent nature of employment within the Employer’s business and industry.

5.2 Employees will be employed in one of the following categories:

(a) Full-time employees;

(b) Part-time employees; or

(c) Casual employees.

*Full-time employment*

5.3 Subject to clause 11 (“Project Working Hours”), (where a 36 hour week may be required in some cases) a full-time Employee will work an average of 38 ordinary hours per week.

*Part-time employment*

5.4 Subject to clause 11 (“Project Working Hours”), a part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.

*Casual employment*

5.5 A casual Employee is an employee appointed as such and paid in accordance with the provisions of clauses 5.6 to 5.10.

5.6 The Employer, when appointing a person for casual employment, will inform the Employee in writing the: Employee is to be employed as a casual; job to be performed; classification level; and the relevant rate of pay.

5.7 A casual Employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carers leave, paid compassionate leave, paid community service leave, notice of termination and redundancy benefits.

5.8 A casual Employee is entitled to payment for a minimum of four hours’ work per engagement.

5.9 A casual Employee will be paid a casual loading of 25 per cent on their ordinary hourly rate. This casual loading is paid as compensation for the absence of paid leave, notice of termination and redundancy benefits and public holidays not worked. The casual loading is an “all purpose” allowance and will be used as the basis of calculating all penalty, public holiday and shift loadings.

5.10 A casual Employee is entitled to the relevant penalty rates prescribed by clause 9 - Overtime, clause 12 - Shift work and clause 17 - Public Holidays of this Agreement.
**Probation**

5.11 All new Employees will be engaged on a probationary period of six months. During this period, either party can terminate the employment by giving one week’s notice.

5.12 Where an Employee is promoted or transferred to a new job or position, the first six (6) months in that role will also be subject to a probationary period.

**Duties**

5.13 An Employee’s duties and responsibilities may be varied by the Employer, provided they are within the Employee’s range of skills, qualification, competence and training.

5.14 At all times in performing their duties and responsibilities, Employees are required to:

   (a) comply with any lawful and reasonable direction given by the Employer;
   
   (b) use their best endeavours;
   
   (c) devote the whole of their time and attention to their work; and
   
   (d) ensure the highest level of safe working practices are adhered to and maintained.

**Stand Down**

5.15 Notwithstanding any other provision in this Agreement, where an Employee cannot be usefully employed due to industrial action, breakdown of equipment or any stoppage of work over which the Employer cannot be reasonably held responsible, the Employer may stand down the Employee and deduct or withhold payment for that period.

5.16 Standing down an Employee does not break continuity of employment for the purposes of their entitlements.

**Fitness for Work**

5.17 Employees must not be adversely affected by alcohol or drugs on any work site.

5.18 An Employee who is taking medication or suffering from any condition that may affect or limit the Employee’s ability to carry out work must advise their supervisor both in writing and verbally, prior to the commencement of work.

5.19 Employees may be required to undertake random or “for cause” drug and alcohol testing. Where an Employee returns a positive test or fails to undertake a test the Employee will be suspended without pay until such time as the Employee is deemed fit for work or the Employment is terminated. Where there is a positive result any subsequent tests to determine fitness for work will be at the Employee’s expense.
6. CLASSIFICATIONS AND WAGE RATES

6.1 Employees (other than apprentices) will be paid no less than the following ordinary rates of pay:

*Classifications are defined at Appendix 1.*

<table>
<thead>
<tr>
<th>Grade</th>
<th>On commencement of this Agreement</th>
<th>From the beginning of the first pay period commencing on or after 1 January 2020</th>
<th>From the beginning of the first pay period commencing on or after 1 January 2021</th>
<th>From the beginning of the first pay period commencing on or after 1 January 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ordinary Hourly Rate</td>
<td>Ordinary Hourly Rate</td>
<td>Ordinary Hourly Rate</td>
<td>Ordinary Hourly Rate</td>
</tr>
<tr>
<td>Grade 1</td>
<td>$33.50</td>
<td>$34.00</td>
<td>$34.50</td>
<td>$35.00</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$34.50</td>
<td>$35.00</td>
<td>$35.50</td>
<td>$36.00</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$35.50</td>
<td>$36.00</td>
<td>$36.50</td>
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<tr>
<td>Grade 4</td>
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<tr>
<td>Grade 5</td>
<td>$39.50</td>
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<tr>
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<tr>
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<tr>
<td>Grade 8</td>
<td>$44.00</td>
<td>$44.50</td>
<td>$45.00</td>
<td>$45.50</td>
</tr>
</tbody>
</table>

6.2 The rates in clause 6.1 are minimum rates of pay.

Apprentices

6.3 The ordinary rate of pay for an apprentice will not be less than the following percentage of the Grade 5 ordinary rate per week of this Agreement:

<table>
<thead>
<tr>
<th>Four Year Term</th>
<th>% of Grade 5 Ordinary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>45</td>
</tr>
<tr>
<td>Second Year</td>
<td>55</td>
</tr>
<tr>
<td>Third Year</td>
<td>75</td>
</tr>
<tr>
<td>Fourth Year</td>
<td>90</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Three and a Half Year Term</th>
<th>% of Grade 5 Ordinary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six months</td>
<td>55</td>
</tr>
<tr>
<td>Next Year</td>
<td>55</td>
</tr>
<tr>
<td>Next Year</td>
<td>75</td>
</tr>
<tr>
<td>Final Year</td>
<td>90</td>
</tr>
</tbody>
</table>
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Three Year Term

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>55</td>
</tr>
<tr>
<td>Second</td>
<td>75</td>
</tr>
<tr>
<td>Third</td>
<td>90</td>
</tr>
</tbody>
</table>

6.4 The ordinary rate of pay for an adult apprentice (over 21 years of age) will not be less than that prescribed for an Employee classified as Grade 1 of this Agreement.

**Payment of Wages**

6.5 Wages will be paid on a weekly basis by electronic funds transfer to an acceptable financial institution nominated by the Employee.

6.6 The Employer may deduct from an Employee’s wages, or any monies owing, any amount it is authorised or required to deduct, including any overpayment of remuneration or any amount provided for by this Agreement. The Employer also reserves the right to recoup overpayments by way of a reconciliation of debts due.

**Leading Hand Allowance**

6.7 In addition to the ordinary rate of pay for his/her classification, a leading hand appointed in writing as such by the Employer, will be paid one of the following all purpose allowances, per hour, in accordance with the table below:

<table>
<thead>
<tr>
<th>Number of employees supervised</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>In charge of not less than two to five persons</td>
<td>$1.00</td>
</tr>
<tr>
<td>In charge of six to ten persons</td>
<td>$1.50</td>
</tr>
<tr>
<td>In charge of more than ten persons</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

**First Aid Allowance**

6.8 An Employee who:

(a) Holds an appropriate first aid qualification (i.e. St John Ambulance Workplace First Aid and Advanced Resuscitation or Australian Red Cross Intermediate First Aid);

and

(b) Is appointed in writing by the Employer to perform first aid duties in addition to their usual duties;

will be paid a flat daily allowance of $2.50 for every day worked.

**Tools**

6.9 Where a Tradesperson is required to provide their own tools they will receive a flat payment of $2.50 per day worked.

6.10 An Employee will replace or pay for any tools supplied by the Employer if lost or damaged through the Employee's negligence.
Electrical Licence Allowance

6.11 An Employee engaged and working as an Electrical Tradesperson and who holds an appropriate electrical licence will be paid an all purpose allowance of $0.50 per hour worked.

Welding Allowance

6.12 A Boilermaker or Welder required to work on stainless steel or other exotic materials will be paid a flat allowance of $0.50 per hour worked.

DISTANCE WORK AND LIVING AWAY FROM HOME

Qualification

7.1 This clause 7 applies when an Employee:

(a) is employed 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;

(b) is not in receipt of relocation benefits; and

(c) has provided the Employer with details of their usual place of residence in accordance with clause 7.2.

Employee’s usual place of residence

7.2 On engagement, an Employee must provide the Employer with details of their usual place of residence at the time of application and reasonable documentary proof of those details. No subsequent change of address will entitle an Employee to the provisions of this clause unless the Employer agrees.

7.3 The Employee is not entitled to any payment or other benefit under this clause if the Employee has knowingly made a false statement regarding the details required in clause 7.2.

Entitlement

7.4 Where an Employee qualifies under clause 7.1, the Employer will provide the Employee with:

(a) reasonable board and lodging in a well kept establishment with three adequate meals each day; or

(b) all board and accommodation free of charge where the Employee is required to live in camp;

or

(c) if the Employer agrees, pay a living away from home allowance (LAFHA) of:

(i) $475.00 per complete week; or

(ii) in the case of broken parts of the week, LAFHA will be paid at the rate of $67.85 per day.

7.5 LAFHA is not payable for any day on which the Employee is not ready, willing and available to work in accordance with this Agreement or because of industrial action.
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Travelling expenses

7.6 An Employee who is sent to a job which qualifies the Employee for the provisions of this clause will be entitled to the following benefits on mobilisation and demobilisation.

7.7 Forward journey

(a) The Employee will be:

(i) provided with appropriate transport or be paid the amount of a fare on the most appropriate method of transport to the job, and any excess payment due to transporting tools if such is incurred; and

(ii) paid for the time spent in travelling, at the Employee’s ordinary rate of pay up to a maximum of eight hours per day for each day of travel; and

(iii) paid $15.00 per meal for any meals incurred while travelling.

(b) The Employer may deduct the cost of the forward journey fare from an Employee who terminates or discontinues employment within two weeks of commencing on the job.

7.8 Return journey

(a) The Employee will for the return journey, receive the same payments provided for the forward journey.

(b) The return journey payments will not be paid if the Employee terminates or discontinues employment within two months of commencing on the job or is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct at any time.

7.9 For the purpose of clauses 7.6 and 7.8, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the Employee’s usual place of residence to the locality of the work (or the return journey, as the case may be).

7.10 Other than in the case of an employee directed by the employer to pick up and/or return other employees to their homes, time spent by an employee travelling from the employee’s home to the job and return outside ordinary hours will not be regarded as time worked.

Accommodation

7.11 Where Employees are provided with camp accommodation they are required to comply with the relevant rules for that camp.

8. HOURS OF WORK

8.1 Ordinary Hours will not exceed an average of 38 per week over a specified roster cycle, unless otherwise provided in clause 11 (“Project Working Hours”) and clause 12 (“Shift Work”).

8.2 Ordinary Hours are worked between 6.00 a.m. and 6.00 p.m., Monday to Friday (Ordinary Hours).

8.3 Where the Employer wishes to vary the pattern of working hours within the 6.00 a.m. and 6.00 p.m spread of hours, it will be subject to consultation clause 27.7. Where there is no agreement, the Employer will give those Employees one week’s notice of the change.
8.4 Ordinary hours cannot exceed 10 hours on any day.

9. **OVERTIME**

9.1 The Employer may require an Employee to work a reasonable amount of overtime including rostered overtime.

9.2 In computing overtime, each day stands alone.

9.3 Subject to the provisions of clause 9, all work done beyond the ordinary hours on any day, Monday to Friday, inclusive, are paid for at the rate of time and one half for the first two hours and double time thereafter.

9.4 Overtime performed on:

   (a) Saturdays prior to 12.00 noon, is paid for at the rate of time and one half for the first two hours and double time thereafter;

   (b) Saturdays after 12.00 noon or on Sundays, is paid for at the rate of double time; or

   (c) Public holidays, is paid for at the rate of double time and a half.

*Project Working Hours*

9.5 Employees may be required to work on a site or project that has set “Project Working Hours” made up of ordinary hours and regular rostered overtime (however described).

*Ten Hour Break*

9.6 When overtime work is necessary it will be, wherever reasonably practicable, arranged so the Employee has at least ten consecutive hours off duty between the work of successive days.

9.7 If an Employee (other than a casual employee) will not have at least ten consecutive hours off duty between finishing overtime and starting ordinary work on the next day, that Employee will be released after completion of such overtime so the Employee can have ten consecutive hours off duty. This time off duty will be without loss of pay for ordinary working time occurring during such absence.

9.8 If the Employer instructs the Employee (other than a casual employee) to resume or continue work without having ten consecutive hours off duty, the Employee will be paid at double rates until released from duty. The Employee once released from duty is entitled to have ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Withdrawal of Overtime*

9.9 The Employer may withdraw overtime (including rostered overtime) on any day where the Employee(s) concerned have been stood down because they cannot be usefully employed because of any breakdown in machinery or any stoppage of work by any cause for which the Employer cannot be reasonably held responsible or because of industrial action.

*Recall*

9.10 If an Employee is recalled to work after leaving the job:

   (a) the Employee will be paid for at least three hours at overtime rates; and
(b) the time reasonably spent in getting to and from work is counted as time worked.

9.11 When an Employee is instructed by the Employer 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 will be paid at ordinary rates for the time the Employee so holds in readiness.

Meal Money

9.12 An Employee required to work overtime for more than one and a half hours beyond the rostered working hours of that day without being notified on the previous day or earlier that they will be so required to work that overtime will be supplied with a meal by the Employer or be paid an allowance for such meal and for a second or subsequent meal if so required of $15.00 per meal.

Inclement Weather

9.13 This clause only applies to work being performed outdoors.

9.14 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature for the location or the like or any combination of these conditions) where it is not reasonable or it is unsafe for Employees to continue working whilst exposed to these conditions.

9.15 Weather will be regarded as inclement by the site management and the Employees will be notified by their Supervisors. Regard will be had to the normal and prevailing weather conditions of the location of the work.

9.16 Work will continue unless it is not reasonable or unsafe for Employees to continue working.

9.17 If an employee works in machinery that is weatherproof this will not be deemed to be exposed to inclement weather.

9.18 Where an Employee other than a casual 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 the ordinary hours of work on that day provided they remain in readiness to work or until authorised to leave site.

9.19 Overtime may be withdrawn at any time due to inclement weather provided that employees have received two hours notice. This does not require the Employer to pay an additional two (2) hours if Employees have already worked or been on site for two (2) hours.

10. MEAL AND CRIB BREAKS

Meal breaks

10.1 A morning break paid without deduction of pay will be allowed to each Employee, provided that such break will not exceed fifteen (15) minutes duration.

10.2 The Employer will structure the working hours to include one half-hour unpaid meal break.

10.3 The Employer may stagger the times for Employees to take meal and rest breaks to meet operational requirements.

10.4 An Employee required to work a 12 hour shift on any day will be entitled to an additional 15 minute paid break without deduction of pay.
11. **PROJECT WORKING HOURS**

36 hour week

11.1 An Employee may be required to work on a site or project that uses a 36 hour week.

11.2 If the Employer rosters an Employee on a 36 hour week, ordinary hours for all purposes of this Agreement will not exceed an average of 36 per week over a specified roster cycle.

11.3 Clause 8 (“Hours of Work”) of this Agreement will continue to apply other than for the number of ordinary hours to be worked under this clause.

**Rostered Days Off**

11.4 An Employee may be required to work on a site or project where hours are arranged to allow employees to accrue rostered days off (RDOs).

11.5 If the Employer rosters the Employee on a system providing the accrual of RDOs, then:

   (a) where the Employee is rostered to work a 38 hour week, the Employee will accrue one RDO for every four weeks worked by working eight hours each day, being paid 7.6 ordinary hours’ pay and accruing 0.4 of an hour towards an RDO; or

   (b) where the Employee is rostered to work a 36 hour week, the Employee will accrue one RDO for every two weeks worked by working eight hours each day, being paid 7.2 ordinary hours’ pay and accruing 0.8 of an hour towards an RDO.

11.6 RDOs will not accrue during any period of leave or absence from work, except for paid public holidays.

11.7 At the time of termination, any untaken RDO accrual hours will be paid to the Employee at ordinary rates.

**Rest and Recreation Leave**

11.8 An Employee may be required to work on a site or project that uses a system for Rest and Recreation Leave (R&R). R&R usually consists of a period of unpaid authorised leave, accrued RDOs (if applicable) and any paid leave which has been requested and approved.

11.9 If the Employer rosters the Employee on an R&R system contemplated in clause 11.8, any accrued RDOs will generally be taken during the Employee’s R&R.

12. **SHIFTWORK**

12.1 Shift work is any arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours 6.00am to 6.00pm Monday to Friday.

12.2 The Employer has the right to direct Employees to work shift work as required.

**Hours of Work**

12.3 The ordinary hours for Employees working shift work will average thirty-eight hours per week and cannot exceed 152 hours in twenty-eight consecutive days, unless otherwise provided for in clause 11 (“Project Working Hours”).
12.4 Ordinary hours for Employees working shift work cannot exceed ten (10) hours on any day. Where agreement is reached between the Employer and the majority of Employees onsite, ordinary hours can be increased to twelve (12) hours on any day.

12.5 An Employee working shift work will receive a flat loading of twenty (20) percent of their ordinary time hourly rate for each hour worked.

12.6 Where less than five consecutive shifts are worked, Employees will be paid at overtime rates. The consecutive nature of shifts is not broken if work is not undertaken on a Saturday, Sunday, RDO or on any public holiday.

Define the purpose of the 5th week of annual leave

12.7 For the purpose of the additional week of leave provided by the NES (see clause 14.2), a shift worker means a continuous shift worker.

12.8 A continuous shift worker is an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of a minimum of six consecutive days without interruption and who is regularly rostered to work those shifts.

13. PROTECTIVE EQUIPMENT AND CLOTHING

13.1 All Employees will be issued with appropriate protective equipment.

13.2 Employees (other than casuals) engaged for one week or more pursuant to this Agreement will be given an issue of one pair of safety footwear and three sets of work clothing unless previously issued by the Employer within 12 months and the issue is still in good condition.

13.3 Casual Employees engaged for one week or more pursuant to this Agreement will be issued the same safety footwear and work clothing as other Employees, but will only receive two sets of work clothing.

13.4 In addition, Employees (other than casuals) who are engaged for longer than four weeks between 1 May and 31 August in any year are entitled to a one-off issue of a good quality cotton work jacket.

13.5 Consistent with the instructions provided during any site orientation and induction process, protective clothing and equipment must be worn correctly at all times. Hard hats must not be painted, drilled or modified/adorned in any way.

13.6 Re-issue of the specified clothing is only on the basis of fair wear and tear provided the worn out item is produced for replacement.

14. ANNUAL LEAVE

14.1 Annual leave is provided for in the NES.

14.2 For each year of service the NES entitles Employees to:

(a) 4 weeks of paid annual leave; or

(b) 5 weeks of paid annual leave if the Employee is a shift worker, defined in clause 12.88 of this Agreement.
14.3 Under the NES, annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year. Annual leave does not accrue during any period of unpaid leave, unauthorised absence or workers’ compensation.

14.4 Annual leave can be taken by agreement between the Employer and Employee following a request by the Employee to take accrued annual leave. Leave approval is subject to the operational requirements of the workplace but cannot be unreasonably withheld.

14.5 An Employee may be required by the Employer to take accrued annual leave if:
   (a) given a minimum of two (2) weeks’ notice by the Employer; or
   (b) the Employer shuts down all or any part of the business;

and the requirement to take leave is reasonable in the circumstances.

14.6 If the Employer shuts down all or any part of the business and the Employee has insufficient accrued leave, the Employee may be required to take leave without pay.

14.7 Any untaken accrued annual leave is paid out on termination.

14.8 Annual leave is paid at ordinary rates of pay. Employees are not entitled to a separate annual leave loading payment as it has been incorporated into the ordinary rates.

14.9 An Employee may elect to cash out part of their accrued annual leave entitlement, subject to the following:
   (a) written agreement between the Employer and Employee; and
   (b) paid annual leave cannot be cashed out if the cashing out would result in the Employee’s remaining accrued entitlement to paid annual leave being less than four weeks; and
   (c) each cashing out of a particular amount of paid annual leave will be by a separate written agreement in writing between the Employer and the Employee; and
   (d) the Employee will be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.

14.10 Clause 14.9 does not apply to casual Employees.

15. PERSONAL/CARER’S LEAVE

15.1 Personal/carer’s leave entitlements are provided for in the NES.

Paid Personal/Carer’s Leave

15.2 The NES entitles Employees (other than casual Employees) to ten (10) days of paid personal/carer’s leave for each year of service.

15.3 Under the NES, paid personal/carer’s leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year.

15.4 Paid personal/carer’s leave does not accrue during any period of unpaid leave, unauthorised absence or workers’ compensation.

15.5 Under the NES, paid personal/carer’s leave may only be taken:
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15.1 (a) if the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

(b) to provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

15.6 Paid personal/carer’s leave may not be taken in advance of accrual.

15.7 Under the NES, an Employee (other than a casual Employee) will be paid for any period of paid personal/carer’s leave at the Employee’s ordinary rate of pay for the Employee’s ordinary hours of work in the period.

15.8 An Employee who is terminated at the Employers initiative, other than for performance or conduct reasons, will be paid out any personal leave accrued that is greater than ten (10) days. E.g. Any employee with thirteen (13) days personal leave accrued will receive three (3) days paid out.

Unpaid Carer’s Leave

15.9 Unpaid carer’s leave entitlements are provided for in the NES.

15.10 The NES entitles Employees (including casual Employees) to 2 days of unpaid carer’s leave for each permissible occasion when a member of their immediate family or household (member), requires care or support due to:

(a) personal illness, or personal injury, affecting the member; or

(b) unexpected emergency affecting the member.

15.11 Under the NES:

(a) an Employee may take unpaid carer’s leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 15.10;

(b) an Employee may take unpaid carer’s leave for a particular permissible occasion as:

(i) a single continuous period of up to 2 days; or

(ii) any separate periods to which the Employee and the Employer agree;

(c) an Employee cannot take unpaid carer’s leave during a particular period if the Employee could instead take paid personal/carer’s leave.

Notice and Evidence Requirements (paid and unpaid personal/carer’s leave)

15.12 An Employee who is unable to attend work will notify the Employer as soon as practicable of his/her inability to attend work, the estimated duration of the absence and the reason for the absence. Generally this should occur before the commencement of the Employee’s shift.

15.13 An Employee who has given notice of the taking of personal/carer’s leave will provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for the specified reason.
15.14 An Employee is not entitled to take paid or unpaid personal/carer’s leave under the NES unless the Employee complies with these notice and evidence requirements.

Workers’ Compensation Exclusion

15.15 An Employee is not entitled to take paid or unpaid personal/carer’s leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers’ compensation.

16. COMPASSIONATE LEAVE

16.1 Compassionate leave entitlements are provided for in the NES.

16.2 The NES entitles Employees (including casual Employees) to two (2) days of compassionate leave for each permissible occasion when a member of their immediate family or household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or
(b) sustains a personal injury that poses a serious threat to his or her life; or
(c) dies.

Permissible occasions

16.3 Under the NES:

(a) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
   (i) to spend time with the member of the Employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 16.2; or
   (ii) after the death of the member of the Employee’s immediate family or household referred to in clause 16.2.

(b) An Employee may take compassionate leave for a particular permissible occasion as:
   (i) a single continuous 2 day period; or
   (ii) 2 separate periods of 1 day each; or
   (iii) any separate periods to which the Employee and the Employer agree;

(c) if the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Payment

16.4 Under the NES:

(a) An Employee (other than a casual Employee) will be paid for any period of compassionate leave at the Employee’s ordinary rate of pay for the Employee’s ordinary hours of work in the period.
(b) Compassionate leave is unpaid leave for casual Employees.

**Notice and Evidence Requirements**

16.5 An Employee who wishes to take compassionate leave must notify the Employer as soon as practicable of the reason for and estimated period of the leave. Generally this should occur before the commencement of the Employee’s shift.

16.6 An Employee who has given notice of the taking of compassionate leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for that reason.

16.7 An Employee is not entitled to take compassionate leave under the NES unless the Employee complies with this notice and evidence requirements.

**Workers’ Compensation Exclusion**

16.8 An Employee is not entitled to take compassionate leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers’ compensation.

### 17. PUBLIC HOLIDAYS

17.1 The following days will be observed as public holidays (Public Holidays):

(a) New Year's Day (1 January);  
(b) Australia Day (26 January);  
(c) Good Friday;  
(d) Easter Monday;  
(e) Anzac Day (25 April);  
(f) Labour Day;  
(g) Western Australia Day;  
(h) Sovereign's Birthday;  
(i) Christmas Day (25 December); and  
(j) Boxing Day (26 December),

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

17.2 Employees (other than casual Employees) who, because it is a Public Holiday, are not required to work on a day on which they are normally required to work will be paid for the ordinary hours normally worked on that day up to a maximum of 7.6 hours (or a maximum of 7.2 hours if the Employee is rostered to work a 36 hour week in accordance with clause 11 (“Project Working Hours”).
18. **LONG SERVICE LEAVE**

Long service leave entitlements are provided for in applicable legislation.

19. **UNPAID PARENTAL LEAVE**

Unpaid parental leave entitlements are provided for in the NES.

20. **COMMUNITY SERVICE LEAVE**

Unpaid leave for voluntary emergency management activities and leave for jury service (including up to 10 days’ paid leave for Employees other than casuals) are provided for in the NES.

21. **FAMILY AND DOMESTIC VIOLENCE LEAVE**

Employees are entitled to five (5) days unpaid leave to deal with family and domestic violence, as follows:

a) The leave is available in full at the start of each 12 month period of the Employee’s employment;

b) The leave does not accumulate from year to year; and

c) Is available to full time, part time and casual Employees.

The Employee is required to inform the Company prior to the commencement of their shift if Family and Domestic Violence Leave is to be taken, if practicable. The Employee must state the expected duration of the absence.

The Employee must provide the Company with evidence that would satisfy a reasonable person of the need for Family and Domestic Violence Leave (eg a document issued by the police service, a court, a family violence support service, or a statutory declaration).

22. **SUPERANNUATION**

22.1 The Employer will contribute a weekly superannuation payment as prescribed by the Superannuation Guarantee (Administration) Act 1992. On behalf of each of its Employees. The payment shall be made to a complying superannuation fund nominated by the Employee.

22.2 If an Employee does not choose a superannuation fund, the Employer will make contributions into a “MySuper” compliant default fund nominated by the Employer.

22.3 For the purposes of contributions “ordinary time earnings” shall mean the actual ordinary rate of wage the Employee receives for ordinary hours of work, leading hand allowance, all-purpose allowances and shift loading. All other allowances and payments are excluded.

23. **TERMINATION OF EMPLOYMENT**

23.1 An Employee’s contract of employment (except casual employees) may be terminated at any time by the:
(a) The notice of termination required to be given by an Employee other than a casual Employee, shall be one (1) week of ordinary hours unless otherwise agreed between the Employee and Employer.

(b) Employer giving the Employee written notice in accordance with the table below:

<table>
<thead>
<tr>
<th>Employee’s period of continuous employment</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

23.2 If the Employee is over 45 years of age and has completed at least two (2) year’s continuous service with the Employer, the Employer must give an additional weeks notice. The Employee is not required to provide additional notice if over 45 years of age.

23.3 For casual Employees, employment may be terminated by either party giving one working day’s notice.

23.4 Instead of providing notice, the Employer may provide the Employee with payment in lieu of notice for the period of notice not provided. Payment is the total of all amounts that, if the employment had continued until the end of the required notice period, the Employer would have become liable to pay.

23.5 If an Employee fails to give the required notice the Employer may withhold from any monies due to the employee on termination, under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

23.6 This clause does not operate so as to prevent an Employee and the Employer from agreeing to accept a greater or lesser amount of notice period when terminating the contract.

23.7 An Employee may be dismissed without notice for serious misconduct, and in such case wages is paid up to the time of dismissal only.

*Return of Property*

23.8 On the termination of employment, the Employee must return all Employer property, including uniforms and tools, prior to receiving any final payments.

*Abandonment*

23.9 The Employer is under no obligation to pay an Employee for any unauthorised absence.

23.10 Should an Employee have three (3) consecutive days of unauthorised absence from work, the Employee shall be deemed to have abandoned their employment, unless through exceptional circumstances the Employee has been unable to communicate the Employee’s absence to the Employer. An Employee who is deemed to have abandoned their employment may have their employment terminated by the Employer.
24.1 Redundancy entitlements are provided for in the NES.

24.2 Under the NES, an Employee is entitled to a redundancy payment by the Employer if the termination is:

(a) at the Employer's initiative when the job done by the Employee is no longer required to be done by anyone, but excludes termination due to the ordinary and customary turnover of labour; or

(b) due to the insolvency or bankruptcy of the Employer.

<table>
<thead>
<tr>
<th>PERIOD OF CONTINUOUS SERVICE</th>
<th>REDUNDANCY PAY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
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<td>2 years but less than 3 years</td>
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<td>3 years but less than 4 years</td>
<td>7 weeks</td>
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<tr>
<td>4 years but less than 5 years</td>
<td>8 weeks</td>
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<tr>
<td>5 years but less than 6 years</td>
<td>10 weeks</td>
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<tr>
<td>6 years but less than 7 years</td>
<td>11 weeks</td>
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<td>7 years but less than 8 years</td>
<td>13 weeks</td>
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<tr>
<td>8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>9 years but less than 10 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

24.3 Redundancy pay is in addition to the period of notice to which the Employee is entitled.

Variation of redundancy pay for other employment or incapacity to pay

24.4 The Employer may apply to the Commission to reduce the amount of redundancy pay (which may be nil) if it obtains other acceptable employment for the Employee or cannot pay the amount.

Employees not covered by redundancy pay provisions

24.5 The following Employees are not eligible for redundancy pay:

(a) an Employee employed for a specified period of time or for a specified task;

(b) an Employee whose employment is terminated because of serious misconduct;

(c) a casual Employee;

(d) an apprentice;

(e) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
25. **DISPUTE SETTLEMENT PROCEDURE**

25.1 If a dispute relates to:

(a) a matter arising under this Agreement; or

(b) the NES;

Clause 25 sets out procedures to settle the dispute.

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

25.3 Discussions should commence with a level of supervision or management appropriate to the particular dispute. If the dispute is not resolved at that level, discussions should involve the Employer’s staff member responsible for industrial relations at the Site and, if the issue remains unresolved, the Employer’s senior Site manager.

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

25.5 If the Commission is satisfied clauses 25.3 and 25.4 have been complied with and that genuine attempts have been made to resolve the dispute at the workplace level, the Commission will attempt to resolve the dispute by mediation or conciliation.

25.6 If the parties to the dispute agree, the Commission may attempt to resolve the dispute by making a recommendation.

25.7 If the dispute remains unresolved and if the parties agree, the Commission may arbitrate and make a determination that is binding on the parties, except for any right of appeal to the Commission.

25.8 The Commission cannot make a determination that is inconsistent with:

(a) any applicable version of the National Code of Practice for the Construction Industry and Implementation Guidelines; or

(b) this Agreement.

25.9 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in clause 25.

25.10 At all times whilst a question or dispute is being resolved work will continue as directed by the Employer.

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26. **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

26.1 The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement (in relation to the Employer and the Employee), in order to meet the genuine needs of the Employer and the Employee.

26.2 The IFA must be genuinely agreed to by the Employer and the Employee.
Terms that may be varied

26.3 The terms of this Agreement the effect of which may be varied by an IFA are the following:

(a) Clause 6 – Classification and Wage Rate
(b) Clause 7 – Distant Work and Living Away from Home
(c) Clause 8 – Hours of Work;
(d) Clause 9 – Overtime;
(e) Clause 10 – Meal and Crib Breaks;
(f) Clause 11 – Project Working Hours; and
(g) Clause 12 – Shift work.

Employer must ensure

26.4 The Employer must ensure the IFA:

(a) is in writing;
(b) is about matters that would be permitted matters under section 172 of the FW Act;
(c) does not include a term that would be an unlawful term under section 194 of the FW Act;
(d) results in the Employee being better off overall than the Employee would be if no IFA was made; and
(e) is signed in all cases by the Employer and the Employee (and if the Employee is under 18 years of age by a parent or guardian of the Employee);

and a copy of the IFA is given to the Employee within 14 days after it is agreed.

26.5 The Employer or the Employee may terminate the IFA if the:

(a) Employer or the Employee gives 28 days written notice; or
(b) Employer and Employee agree in writing — at any time.

27. CONSULTATION – MAJOR WORKPLACE CHANGE

27.1 For the purposes of consultation under either clauses (c) and (d): 

(a) Employee may be represented by a person of their choice; but
(b) nothing shall be taken to require the Employer to disclose confidential or commercially sensitive information as part of its obligations under this clause.

Major Change

(c) Where the Employer has made a definite decision to introduce a major change that will be likely to have a significant effect on Employees, the Employer will consult with
affected Employees about measures to avoid or mitigate the effects of the changes on the Employees. Major changes will not include changes as already contemplated for and provided by this Agreement.

**Changes to Rosters or Ordinary Hours of Work**

(d) Whether the Employer has made a definite decision to change the Employees regular roster or Ordinary Hours of work, the Employer will:

(i) Provide information to the Employees about the change;

(ii) Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities; and

(iii) Genuinely consider any views provided by the Employees about the impact of the change

This part is left intentionally blank.
28. SIGNATURES

Employer
Signed for and on behalf of Civmec Construction and Engineering Pty Ltd (ABN 98 137 816 25).
## APPENDIX 1

<table>
<thead>
<tr>
<th>Grade</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>Trades Assistant</td>
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<tr>
<td>Grade 1</td>
<td>Labourer</td>
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<tr>
<td>Grade 1</td>
<td>Peggy</td>
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<tr>
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<tr>
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<td>Steel Fixer</td>
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<td>Dogman</td>
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<td>Tube Fitter</td>
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<td>Cladder</td>
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<td>Grade 4</td>
<td>Scaffolder Intermediate / Advanced</td>
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<tr>
<td>Grade 4</td>
<td>Crane Operator 0 – 20t</td>
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## APPENDIX 1

<table>
<thead>
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<th>Grade</th>
<th>Classification</th>
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<tbody>
<tr>
<td>Grade 5</td>
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<td>Painter / Blaster</td>
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<tr>
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<td>Grade 5</td>
<td>Sheet Metal Worker 1st Class</td>
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<td>Welder Special Class</td>
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<td>Civil Worker Special Class</td>
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<td>Electrical Tradesperson Special Class</td>
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<td>Grade 8</td>
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