

Winslow Constructors



COLLECTIVE AGREEMENT 2024-2027

BETWEEN

WINSLOW CONSTRUCTORS PTY LTD

AND

EMPLOYEES

INDEX

PART 1 - APPLICATION & OPERATION OF AGREEMENT	1
1.1 TITLE	1
1.2 APPLICATION	1
1.3 NOMINAL EXPIRY DATE	1
1.4 SCOPE AND PARTIES BOUND	1
1.5 RELATIONSHIP TO AWARD and NES	1
1.6 ANTI-DISCRIMINATION	2
1.7 DEFINITIONS	2
PART 2 - OBJECTIVES AND COMMITMENTS OF THE PARTIES	2
2.1 OBJECTIVES	2
2.2 COMMITMENT TO QUALITY, SAFETY AND THE ENVIRONMENT	3
2.2.1 Quality	3
2.2.2 Safety	3
2.2.3 The Environment	3
2.3 CONSULTATIVE ARRANGEMENTS	3
2.3.1 Consultation term	4
2.3.2 Flexibility Term	5
2.4 Time keeping	6
2.5 Company Property	6
PART 3 - SETTLEMENT OF DISPUTES	6
3.1 DISPUTE SETTLEMENT PROCEDURE	6
3.1.1 Safety Issue Settlement Procedure	7
PART 4 - EMPLOYMENT RELATIONSHIP	7
4.1 TERMS OF EMPLOYMENT	7
4.2 PART-TIME EMPLOYMENT	8
4.3 CASUAL EMPLOYMENT	8
4.4 PROBATIONARY PERIOD	8
4.5 CONFIDENTIALITY	8
4.6 REDUNDANCY	8
4.6.1 Definition	8
4.6.2 Redundancy pay	9
4.7 Termination of employment.	10
4.7.1 Period of notice.	10
4.7.2 Standing down of employees	10
4.7.3 Abandonment of employment	10
4.7.4 Retiring employees	10
PART 5 - WAGES AND RELATED MATTERS	11

5.1	WAGE RATES _____	11
5.1.1	Rates of pay _____	11
5.1.2	Salary sacrifice for superannuation _____	12
5.2	NEW EMPLOYEES – SKILLS DEVELOPMENT _____	13
5.3	WORK ALLOWANCE _____	13
5.4	TRAVEL ALLOWANCE _____	13
PART 6 - HOURS OF WORK _____		13
6.1	HOURS OF WORK _____	13
6.2	ROSTERED DAYS OFF _____	14
6.3	INCLEMENT WEATHER _____	15
6.3.1	Definition _____	15
6.4	REDUCTION OF NON-PRODUCTIVE TIME _____	15
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS _____		16
7.1	ANNUAL LEAVE _____	16
7.1.1	Annual leave loading _____	16
7.1.2	Leave without pay _____	16
7.2	PARENTAL LEAVE _____	16
7.3	COMPASSIONATE LEAVE _____	16
7.4	PERSONAL/CARER'S LEAVE _____	16
7.4.1	Sick leave _____	16
7.4.2	Sick leave bonus _____	17
7.5.	LONG SERVICE LEAVE _____	17
PART 8 - OTHER MATTERS _____		17
8.1	OCCUPATIONAL HEALTH AND SAFETY _____	17
8.2	Working in heat _____	17
8.2.1	Reporting of hazards _____	18
8.2.2	Accident and Incident Book _____	18
8.2.3	Rehabilitation _____	19
8.2.4	Smoking on Company Premises _____	19
8.2.5	Alcohol & Illicit Drugs on Company Premises & Work Area's _____	19
8.3	Training _____	20
8.4	Accident Pay _____	20
8.5	Living Away from home _____	21
8.6	GPS Allowance _____	21
PART 9 - PROTECTIVE CLOTHING _____		21
PART 10 - SUPERANNUATION _____		22
PART 11 - COMMITMENT TO THE AGREEMENT _____		22
PART 12 - SIGNATURES OF THE PARTIES _____		22

PART 1 - APPLICATION & OPERATION OF AGREEMENT

1.1 TITLE

This Agreement shall be known as the Winslow Constructors Collective Agreement 2024 -2027.

1.2 APPLICATION

- This Agreement shall apply to work carried out by employees of the company, in the State of Victoria, New South Wales and South Australia, for which there is a relevant classification in this agreement, with respect to or incidental to the construction, repair, maintenance, or demolition of civil and/or mechanical engineering projects, including but not limited to:
 - Civil engineering and construction work;
 - Greenfield sites
 - Road Projects
 - Subdivisions
 - Carparks and all work up to the alignment of buildings
 - Railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, gas, water, and sewerage work, conduits, and all concrete work and preparation incidental thereto.
- This Agreement replaces in full all previous agreements.

1.3 NOMINAL EXPIRY DATE

This Agreement shall commence seven days after approval by the Fair Work Commission and shall remain in force until 30th of June 2027.

1.4 SCOPE AND PARTIES BOUND

This is an agreement between:

- (a) Winslow Constructors Pty Ltd (ABN 73006581764) (**Company**), and
- (b) employees of the Company engaged in one of the classifications contained in this Agreement (**Employee**).

1.5 RELATIONSHIP TO AWARD and NES

- This Agreement shall be read in conjunction with the *Building and Construction On-site General Award 2020* (**Award**) as in force at the date this agreement is made with employees. Where there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail.
- This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where the NES provides a superior entitlement, the NES provisions will apply to the extent of the inconsistency.
- Provided that if subsequent variations to the Award during the life of this Agreement are more beneficial to employees, those superior variations (or superior parts of) will apply to the extent of inconsistency.
- The making of this Agreement does not affect existing above Agreement, unless the terms of this Agreement express that no other arrangements will apply.
- This Agreement is not intended to incorporate any terms of the Award which contain prohibited content as defined by the *Fair Work Act 2009* (Cth) (**FW Act**), the Victorian Code or

Winslow Constructors Collective Agreement 2024-2027

terms which do not comply with the National Code of Practice for the Construction Industry. Any term of the Award incorporated which contains prohibited content is deemed not to be incorporated into this Agreement only to the extent that disregard of the particular prohibited content would enable compliance with the FW Act and Code.

1.6 ANTI-DISCRIMINATION

- It is the intention of the parties to this Agreement to achieve the principal object of the FW Act, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin,
- Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement,
- Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable federal and /or state legislation.

1.7 DEFINITIONS

- (a) "Agreement" means this *Winslow Constructors Collective Agreement 2024 -2027*.
- (b) "Award" means the *Building and Construction General on-site Award 2020*.
- (c) "Employee" means an employee of the Company engaged in one of the classifications contained in this Agreement.
- (d) "FWC" means Fair Work Commission.
- (e) "Company" and/or "Employer" means Winslow Constructors Pty Ltd (ABN 73006581764).
- (f) "Construction worker" means a person who works on a construction site as either a labourer or a plant operator.
- (g) "Employee representative" means a person or organisation an employee nominates as their representative.
- (h) "Ordinary Rate of Pay" means the full-time weekly-hire hourly rate of pay prescribed in clause 5.1.1 of the Agreement.

PART 2 - OBJECTIVES AND COMMITMENTS OF THE PARTIES

2.1 OBJECTIVES

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improves the efficiency and productivity of the Company, enhances skills and job satisfaction, and assists positively towards ensuring that the company becomes a more efficient enterprise to mutual benefit of all parties.

The objectives of the parties under this Agreement are:

- (a) To provide an enterprise level approach to workplace relations.
- (b) To improve access to learning and training in accordance with the defined competencies of the new skill level structure.
- (c) To aim for the highest level of occupational health and safety standards in the construction industry.
- (d) To develop and maintain appropriate quality assurance and environmental systems that improve the efficiency of our business, and which meet our clients and the community's expectations.
- (e) Making the company a viable, productive, and enduring enterprise offering secure employment and worthwhile careers for employees.

- (f) The parties to this Agreement agree that it is their intention that the matters covered by this agreement conclude all matters relevant to the employment relationship during the life of the agreement.

2.2 COMMITMENT TO QUALITY, SAFETY AND THE ENVIRONMENT

2.2.1 Quality

The active participation of all employees in the development and operation of quality management systems shall be required to meet the objectives to this Agreement.

2.2.2 Safety

- (a) To achieve the objectives of the Agreement the Company must strive to meet the highest level of occupational health and safety in the construction industry.
- (b) All employees must contribute by observing company safety policies and by providing input to help eliminate incidents that cause injury and loss. Safety apparel issued to employees by the company must be worn in accordance with the manufacturers specifications and when directed.
- (c) The parties agree to abide by and implement the standards and regulations of the Victorian *Occupational Health and Safety Act 2004*, as amended, and current relevant standards on plant / equipment / tools and their use in conjunction with WorkSafe Australia.
- (d) The parties agree that the occupational health and safety regulations and the relevant Australian standards on plant / equipment / tools and their use are minimum standards and will jointly seek to improve and promote, where necessary, safe work standards and practice.
- (e) All employees must report all existing or potential hazards to their supervisor, OH&S representative, or company management.

2.2.3The Environment

- (a)The parties to this Agreement are committed in principle and practice to the protection of the environment. The development of environmentally sound construction practices and education programs to promote and manage these principles is of utmost priority.
- (b)The public image of the enterprise and industry is to be promoted and maintained as an environmentally conscious group with practices that enhance and preserve our environment in the most economical manner.

2.3 CONSULTATIVE ARRANGEMENTS

- There shall be a consultative committee to oversee the implementations of this Agreement. The membership shall include both management and employee representatives that adequately covers the range of skills and geographical spread of the company's operations.
- The consultative committee shall consist of a representatives from the east, west, north regions of Melbourne and the Geelong region, and meet regularly (at least 4 times per year) during the life of the Agreement. The committee shall work towards improving the operation of the company by considering solutions to issues such as:
 - (a) Work organisation
 - (b) Skill formation
 - (c) Best practices
 - (d) Measuring and improving productivity
 - (e) Career path planning
 - (f) Occupational health and safety
 - (g) Quality management systems,
 - (h) The environment and cleaner production performance

The committee shall act as a forum for the expression of ideas and views.

2.3.1 Consultation term

- (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 the change referred to in paragraph 2.3.1(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; 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.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph 2.3.1(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 recognize the representative.

(13) As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with 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 Employee 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; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(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 the matters raised about the change by the relevant employees.

(16) In this term: **relevant employees** means the employees who may be affected by a change referred to in subclause (1).

2.3.2 Flexibility Term

1. The Employer and an employee may agree to make an individual flexibility arrangement (**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 arrangement:
 - a. be about a permitted matters under section 172 of the FW Act; and
 - b. are not unlawful terms under section 194 the FW Act; and
 - c. results in the employee being better off overall than the employee would be if no arrangement was made.
- 3. The employer must ensure that the arrangement:
 - a. is in writing;
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employer and employee is under 18 years of age, signed by a parent or guardian of the employee;
 - d. includes detail of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the term; 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 date on which the arrangement commences.
- 4. The employer must give the employee a copy of the arrangement within 14 days after it is agreed to.
- 5. The employer or employee may terminate the arrangement:
 - a. by giving written notice of not more than 28 days; or
 - b. if the employer and employee agree in writing – at any time.

The flexibility arrangements set out in this clause may be used to establish site specific arrangements with employees for specific projects that the company undertakes. In such instances, the site specific agreements will apply only to work performed physically on the site to which they relate while the company is engaged to undertake the project. All other work will be performed subject to the terms of this agreement.

2.4 Time keeping

A necessary requirement of job costing is the accurate collection of data from the site. From time to time the Company will introduce systems of measurement including, amongst other things, methods of measuring hours worked, and time spent on various tasks, and it is considered a prime responsibility of all employees to utilise those methods as instructed.

2.5 Company Property

Employees are not to remove any Company property from sites without the express permission of management. This includes (but is not limited to) tools, scrap, or excess materials etc. Any breach of this clause will be deemed serious misconduct.

PART 3 - SETTLEMENT OF DISPUTES

3.1 DISPUTE SETTLEMENT PROCEDURE

A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes in relation to the NES or over any work related or industrial

matter or any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes in relation to the NES or over matters arising from this Agreement (or any other dispute related to the employment relationship) shall be dealt with according to the following procedure.

- a) Either the Employee(s) or the Company may be represented by someone else during the dispute resolution process.
- b) In the first instance, the Employee/s concerned will first meet and confer with their immediate supervisor.

If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate.

- c) If the matter cannot be resolved directly by the parties, the matter may be referred to the FWC for conciliation and/or arbitration. The FWC may also give all such directions and/or recommendations and do such things necessary or expedient for the speedy and just hearing and determination of the dispute.
- d) While the parties are attempting to resolve the matter, work must continue without bans or limitation. Subject to any rights an employee may have under legislation or reasonable concern about an imminent risk to their health or safety, employees must continue to work as directed while a dispute is being resolved.
- e) Any attendance on site by an employee representative for the purpose of being involved in such discussions is subject to compliance with the obligations and requirements prescribed by the fair Work Act and relevant occupational health and safety legislation. Employee representatives must also comply with the site's applicable work, health and safety requirements.

3.1.1 Safety Issue Settlement Procedure

- Where an immediate risk to safety is identified and deemed serious enough to warrant cessation of work, operations will cease in the affected area only and continue normally in all other areas.
- Personnel in the affected zone will be relocated to areas where work can continue without risk.
- Personnel required to perform rectification work will be afforded all due care and protection.
- Where a safety risk is deemed hazardous as to affect the entire project, employees shall not leave site unless an emergency exists.

Inspections shall be conducted jointly by the Company, and employee health and safety representative(s) and, if necessary, statutory, or Local authority inspectors

PART 4 - EMPLOYMENT RELATIONSHIP

4.1 TERMS OF EMPLOYMENT

- This Agreement sets out all core terms and conditions of employment.
- The Subject to this Agreement, an employee's position may either be:
 - (a) Full-time weekly-hire permanent, that is an Employee employed for an ongoing period of, who works an average of 38 hours per week; or
 - (b) Part-time weekly hire permanent, that is an Employee employed for an ongoing period who works fewer than 38 ordinary hours per week; or
 - (c) Casual, that is the Employee is employed by the hour and has no guaranteed hours of work.

4.2 PART-TIME EMPLOYMENT

- A part-time Employee is one who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours.
- A part-time employee is entitled to all the terms and conditions on a pro rata basis to that of a full-time weekly-hire Employee.
- The Company shall provide all entitlements as defined by Clause 11 of the Award.

4.3 CASUAL EMPLOYMENT

- A casual Employee is one engaged and paid as such.
- A casual Employee shall be paid the hourly rate prescribed by this Agreement for the class of work undertaken, plus a casual loading of 25%. This loading is paid in compensation for the non-application of permanent employee entitlements, including annual leave, paid personal/carer's leave, paid community service leave, public holidays not worked, notice of termination and redundancy benefits.

4.4 PROBATIONARY PERIOD

- A probationary period of six months applies to all new permanent Employees. This period is necessary to allow sufficient time for the company to assess the skills and performance of the employee.
- At any time during the probationary period, employment may be terminated by the giving one weeks' notice or as otherwise agreed between the parties.
- On or before, the expiration of a probationary period the Employer will use its best endeavours to assess the Employee's suitability for permanent employment. Following that assessment the Employer will either, confirm the Employee's continuing employment status, or terminate the employment.
- In the event of a casual Employee being provided with a permanent offer of employment, such employee will still be required to undergo a probationary period of six months from the date of commencement of that permanent offer of employment. During the probationary period, either party may terminate the employment relationship by providing one week's notice.

4.5 CONFIDENTIALITY

- Employees understand and acknowledge that they owe the Company a duty of fidelity and a duty of confidentiality, with such duties having the meaning recognised by law from time to time. Accordingly, and without limiting the meaning of any duties, the Employee agrees and undertakes that:
- Employees will not at any time knowingly disclose to any unauthorised person confidential information i.e. information not generally available to the public at large of the Company which comes to their knowledge during the course of their employment.
- upon the termination of their employment an Employee will return all intellectual property of the Company to which he or she has access during the course of his or her employment, including all documents, materials, processes, and data whether in physical, electronic, computerised or any other form.

4.6 REDUNDANCY

4.6.1 Definition

Where the Company no longer requires the services of a permanent Employee other than for reasons of misconduct, incompetence, negligence, and refusal of duty, then the Employee is deemed to be redundant.

Employees do not have any entitlement to redundancy benefits under this Agreement or Award if their position has been made redundant due to a sale or restructure of the Company and as a consequence they are either re-employed by the new owner of the business on terms and conditions, which on balance are no less favourable than those the Employee currently enjoys or offered employment by the new owner of the business on terms and conditions, which on balance are no less favourable than those the Employee currently enjoys. An Employee is entitled to a redundancy when a successor employer (or the current Employee in a new position) does not recognise continuity of service.

4.6.2 Redundancy pay

A redundant Employee shall receive a severance payment, calculated as follows, in respect of the period of continuous service (as defined by the Award) with the Company.

Period of service	Severance pay
One year or less (from the commencement of the probationary period)	As per the Award
One year and less than two years	As per the Award
Two years and less than three years	As per the Award
Three years and less than four years	As per the Award
Four years and less than five years	Eight weeks' pay
Five years and less than six years	Ten weeks' pay
Six years and less than seven	Eleven weeks' pay
Seven years and less than eight	Thirteen weeks' pay
Eight years and less than nine	Fourteen weeks' pay
Nine years and less than ten	Sixteen weeks' pay
10 years and over	Twelve weeks' pay

After a period of 10 years' service redundancy payments shall be calculated as 12 weeks and 1.5 weeks per year for every year in excess of 10 years capped at 25 weeks.

- a) "Weeks' pay" means the Ordinary Rate of Pay at the time of termination_for the Employee concerned.
- b) Any period of service as a casual employee shall not entitle an employee to accrue service in accordance with this clause for that period.
- c) Service as an apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the Employee completes an apprenticeship and remains in employment with that company for a further twelve months.
- d) Where the Employee wishes to terminate the employment contract on his or her own accord then redundancy provisions are not applicable.

Selection Criteria.

In selecting Employees to be made redundant the following criteria may be used:

- Skills within job types
- Attendance
- Work performance and quality
- Length of service

Each Employee may be rated for each of these criteria. Any disagreements about an Employee's assessment shall be discussed by the parties.

Whilst the Company will not commit to asking for or accepting volunteers for redundancy it will consider any Employee who wishes to be made voluntarily redundant when redundancies are announced.

Consultation and discussions shall occur between the parties if and when redundancies become necessary.

For avoidance of doubt, this clause is not applicable to casual employees.

4.7 Termination of employment.

4.7.1 Period of notice.

Either the Company or the permanent Employee can terminate the employment by providing the following notice:

Period of continuous service	Minimum notice period
Not more than one year _____	<u>1 week.</u>
More than one year but not more than 3 years _____	<u>2 weeks.</u>
More than 3 years but not more than 5 years _____	<u>3 weeks.</u>
More than 5 years _____	<u>4 weeks.</u>

Where an Employee has over 2 years continuous service with the company and is 45 years of age, an additional week's notice is required in addition to the above amounts is required in addition to the above amounts. All such notice may be paid in lieu of notice.

Either the Company or a casual Employee can terminate the engagement by providing one hours' notice.

4.7.2 Standing down of employees

The Company may deduct payment of any day where the Employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of any stoppage of work by any other cause for which the Company cannot be held responsible.

For avoidance of doubt, this clause is not applicable to casual employees.

4.7.3 Abandonment of employment

The absence of an Employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Employee has abandoned his or her employment.

Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work, or the date of the last day's absence for which consent was granted or the date of the last absence in respect of which notice was given to the Company, whichever is the later. Notice of termination will be provided as per the termination provisions of this Agreement (if applicable).

4.7.4 Retiring employees

Permanent Employees who:

- i. Have reached a minimum of 5 years continuous service; and
- ii. Have reached the retirement age, that is, the age at which they can access their superannuation; and
- iii. Retire from the industry and full-time paid employment:

Will be entitled to a retirement severance pay at the rate of 0.5 of a week per year of service capped at a maximum of 14 weeks' pay.

For avoidance of doubt this clause is not applicable to casual employees.

PART 5 - WAGES AND RELATED MATTERS

5.1 WAGE RATES

5.1.1 Rates of pay

These base rates shall apply from the dates listed below. During the life of this agreement the following wage rates shall apply;

CLASSIFICATION	3% 1/07/2024	3% 1/07/2025	3% 1/7/2026
CW	\$26.73	\$27.53	\$28.35
CW1	\$27.53	\$28.35	\$29.20
CW2	\$29.17	\$30.04	\$30.95
CW3	\$30.00	\$30.91	\$31.84
CW4	\$31.08	\$32.02	\$32.98
PO1	\$29.67	\$30.56	\$31.48
PO2	\$30.41	\$31.33	\$32.27
PO3	\$32.34	\$33.31	\$34.31

*CW' means construction worker & 'PO' means plant operator.
'PPC' means pay period commencing.*

The following items are the relevant classifications:

- A new entrant to company undergoing assessment and training (CW)
- A construction worker with limited skills.(CW1)
- Machine Spotter – not ticketed (CW1)
- General Labourer (CW1)
- Traffic Controller (CW2)
- Trainee plant operator (CW1)
- Skilled Construction Worker (CW2)
- G.P.S attendant. (CW2)
- Pipelayer (Reinforced Concrete) (CW3)
- Roller Operator (PO1)
- Concrete Finisher (CW3)
- Pit Builder (CW3)
- Truck Driver (Water Truck) (PO1)
- Multi skilled Construction Worker (CW3)
- Electrical Spotter - ticketed
- Backhoe, Loader, Excavator Operator (PO2)
- Drainer (sewer & water main) (CW4)
- Compactor Operator (PO2)
- Dozer Operator (PO2)
- Truck & Trailer Operator (PO2)
- Excavator Operator (PO3)
- Grader Operator (PO3)

Classification Structure for CW's.

CW – New entrant to company undergoing assessment and training.

CW1 – Construction worker with limited skill (Labourer).

CW2 – Labourer able to perform the following to an expected standard in an efficient manner;

1. Check levels for drainage.
2. Basic concreting (able to build up pits and concreting of bases).
3. Ability to do basic boxing.
4. Set laser and string line.
5. Basic understanding of construction drawings.
6. Work with limited supervision

GPS attendant

Electrical Spotter

CW3 – Skilled Labourer able to perform the following to an expected standard in an efficient manner;

Pipelayer

Concrete finisher

Pit builder

GPS Operator – Works Unsupervised and capable of full set out.

Multi-skilled labourer able to;

1. Co-ordinate work groups.
2. GPS operations.
3. Curbing.
4. Setting out (conduits, drainage)
5. Ability to read electrical plans.
6. Comprehensive understanding of construction drawings.

CW4 – Drainer (sewer and water mains) certified to water authority standard

PO1 – Roller Operator/ Trainee Plant Operator

Truck Driver.

PO2 – Backhoe, loader, Excavator Operator (less than 15tonne), Compactor Operator, Dozer Operator and Truck & Trailer Operator.

PO3 – Grader Operator.

Scraper

Excavator Operator 15 tonne and over

Annual Reviews

All Employees shall be reviewed at least once a year to ensure they are correctly classified. The foreman shall conduct the review and forward to Area Supervisor for approval. All approved changes shall be forwarded to head office for processing in the next pay cycle. The Company or an Employee may seek reviews at other times.

5.1.2 Salary sacrifice for superannuation

Throughout the life of this Agreement Employees can opt to have any pay rises paid to their superannuation fund as a personal contribution. If an Employee opts for a wages/superannuation salary sacrifice the Employer's obligations to pay the superannuation guarantee charge will be

calculated to include both the gross wage and personal superannuation contribution as ordinary time earnings.

5.2 NEW EMPLOYEES – SKILLS DEVELOPMENT

- All new Employees, employed by the Company, will have their skill levels assessed against their respective classifications. Where it is determined that the employee is required to increase skill level the Employer is committed to training up the employee to become a skilled operator and/or construction worker.
- A new Employee who is new to the industry can be trained to achieve a satisfactory skill level. The Company will pay the minimum agreement rate. This skilling up period will last no longer than 3 months. During the skilling up period the Employer will closely monitor the Employee's developing skill level and adjust his rate of pay as his skill level increases.
- Existing Employees may be given the opportunity to develop their skill level and undergo training to achieve a higher classification. During this training period, the rate of pay will remain unchanged until skill levels are at the higher classification.

5.3 WORK ALLOWANCE

All Employees shall receive a daily allowance for each day worked, to be paid as a work allowance. Such allowance will be paid in compensation of all monetary allowances provided for in the Award other than as set out in this Agreement (including but not limited to clauses 21 - 23 of the Award).

All Employees shall be entitled to the following daily work allowance for each day worked:

1/07/2023	1/07/2024	
\$8.00	\$9.00	

5.4 TRAVEL ALLOWANCE

All Employees shall be entitled to the following daily travel time allowance for each day worked: :

1/07/2023	1/07/2024	1/07/2025	1/07/2026
\$25.78	\$27.07	\$28.15	\$29.00

For the avoidance of doubt, Employees have no additional entitlement to travel time entitlements prescribed by clause 26 of the Award except clause 26.4 distance travel over 50KM

PART 6 - HOURS OF WORK

6.1 HOURS OF WORK

- Employees may work up to an average of 38 ordinary hours per week.
- To allow for the more flexible use of workforce and equipment over the available daylight hours, the ordinary daily hours may be worked between the hours of 6.00 am and 6.00 pm Monday to Friday.
- The parties agree that, in the case of special circumstances arising, the Employer may vary the hours of work on a specific project by agreement.
- Due to daily workload priorities, the Company may require an Employee to work reasonable overtime at overtime rates and Employee's will not unduly refuse to work overtime under these circumstances. Saturday work and up to two hours per day would be considered reasonable.
- An unpaid meal break of not less than 30 minutes will be provided Monday to Friday .

- There must be allowed, without deduction of pay, a rest period of 10 minutes between 9.00 am and 11.00 am.
- When an employee is required to work overtime for 2 hours or more after their usual finishing time of the day or shift, the employee must be allowed to take a paid crib time of 20 minutes' duration immediately after their finishing time and, after each 4 hours of continuous work, a paid crib time of 30 minutes' duration.
- Generally speaking, the meal break shall be taken after no more than five hour's work, however, it is recognised that under certain circumstances relating to production or other workload priorities, the Employee may be required to work longer than five hours before partaking of a meal break.
- The time allocated for morning and luncheon breaks will be strictly adhered to.
- It is recognised by the parties that in some cases operational requirements will result in the need to work through such breaks. In such cases breaks will be taken at a mutually agreed time.
- A half an hour service time shall be paid to operators of plant to enable them to check fluid levels and grease their machine. Fifteen minutes is normally enough time to complete these tasks and the rest of the time will be used to enable operators to travel to their work area and begin allocated tasks.

6.2 ROSTERED DAYS OFF

1. Full-time weekly-hire Employees accrue rostered days off (RDOs) by working an average of eight (8) hours per day for 19 days, with 0.4 hours of each eight (8) ordinary hours worked accrued towards an RDO.
2. RDOs shall be fixed in consultation with consultative committee. RDOs may be accumulated / banked up to a maximum of 6 days in any one year.
3. Six (6) RDOs shall be fixed each year that will not be able to be altered unless agreed by all parties. Four (4) RDOs shall be programmed into the calendar as flexible days to be used by the individual at their discretion, providing adequate notice is given to the foreman of five (5) days and the site is not impacted by the absences. Despite the scheduling of RDOs, the Company may require an Employee to work a designated RDO and bank the RDO for future use. The remaining three (3) RDOs shall be used at the Companies discretion as outlined in Clause 6.2.4 below.
4. Arrangements for the taking of RDOs are to be arranged by management as to ensure maximum production of the company at all times.
- Employees seeking time off will have to nominate what type of leave they will require if they wish to have an extended break at Easter time. Any application for leave during this period must have approval from the Company.
5. The Company can direct Employees to use a maximum of three (3) banked RDOs, per calendar year:
 1. for periods of inclement weather as determined under clause 6.3; or
 2. for periods where, by agreement between the Employer and affected Employees, inclement weather has meant that there is no possibility of work available.
 However, a minimum of 12 hours' notice must be given. In the event that an Employee does not receive 12 hours' notice and is sent home, he or she shall(at the Employee's discretion) receive a minimum of 10 hours pay and all other relevant allowances and only have 8 hours deducted from his or her RDO bank or a minimum of 8 hours pay and all other relevant allowances and only have 6 hours deducted from his or her RDO bank.
6. The remaining flexible RDOs shall be nominated in the relevant calendar month, and by agreement may be flexible to accommodate Employee's needs. At least 48 hours' notice must be

given in these situations. Approval for the RDO will not be provided if the correct notice is not given.

7. Payment for a RDO when taken will exclusively be comprised of the Ordinary Rate of Pay multiplied by 8.
8. Where an Employee works on a scheduled industry RDO that day will be paid at the Ordinary Rate of Pay. Employees will not lose their entitlement to an RDO on which they have worked; instead, it shall be taken on an alternative day.
9. At the end of each calendar year, all unused banked RDOs will be paid out at the rate of time and one half of the Ordinary Rate of Pay.
10. By agreement with the Company an Employee may request to bank RDOs and take as a block at a mutually agreed time.
11. Casual Employees do not accrue RDOs.

6.3 INCLEMENT WEATHER

6.3.1 Definition

- **"Inclement weather"** shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme or high temperature for the locality concerned, or the like, or any combination thereof) by virtue of which it is either not reasonable or not safe for workers exposed thereto to continue working whilst the same prevail.
- For the purposes of this clause weather shall not be regarded as inclement unless it is mutually agreed between the Company and the Employees concerned.
- No Employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an Employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- In respect to permanent Employees, there shall be no deduction of wages for any working time lost due to inclement weather, but the Employee should hold himself in readiness if required to do so by the Company. Casual Employees have no entitlement to payment for lost time due to inclement weather, other than payment for a minimum of four hours per engagement in accordance with clause 12.4 of the Award.
- When employees arrive on site in the morning, and it is raining they will be required to wait until 11.00am before the foreman decides to abandon work for the day.
- If work has not commenced and there is no likelihood of work commencing for the day or any other alternative work, then the Foreman may release the employees prior to 11.00am. All safety and environmental issues must be addressed, and tools and equipment cleaned up and securely stored prior to leaving the site. The Company may require Employees to remain beyond 11.00am to ensure the safety and environmental management of the site is maintained.
- During and after periods of inclement weather ground conditions may make it impossible to use some types of machinery, in this case it may be required that operators perform general duties to avoid stand downs.
- During periods of inclement weather, the Company will attempt to organise training this may require the Employee to travel to a different location, if this occurs then an extra travel allowance will be paid.

6.4 REDUCTION OF NON-PRODUCTIVE TIME

To reduce non-productive time, it is agreed that Employees shall only leave the workplace five minutes prior to the agreed finishing time. Any packing or washing up or any other preparation for

departure from site shall take place during this five minute period. No Employee shall leave the site prior to the designated finishing time.
Sometimes for various reasons certain machines will either not be required or cannot be used. During these periods operators may be required to perform general duties to avoid the standing down of Employees.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

Permanent Employees will accrue annual leave at the rate of four weeks per year of employment in accordance with the NES.

Annual leave shall be taken in two separate periods of not less than seven days taking into consideration the Christmas shutdown. Timing of annual leave shall be determined by a roster with parents of school age children given preference during school holidays. Four weeks' notice prior to commencement will be required. Annual leave will be taken in blocks of no less than five days unless for exceptional circumstances.

The Company may direct Employees to take excessive leave accruals (as defined by the Award) in accordance the Award.

7.1.1 Annual leave loading

In addition to the payment of annual leave, as prescribed in the Award, an Employee shall receive during a period of annual leave a loading of 17½% calculated on the rates of pay prescribed in clause 5.1 of this Agreement if applicable.

For the avoidance of any doubt, the entitlement to annual leave loading under clause 7.1.1 of this Agreement is provided to compensate employees for the lost opportunity to work overtime.

7.1.2 Leave without pay

Leave without pay shall be managed in accordance with the NES.

7.2 PARENTAL LEAVE

Employees will be entitled to parental leave in accordance with the NES.

7.3 COMPASSIONATE LEAVE

Employees will be entitled to compassionate leave shall be paid in accordance with the NES.

7.4 PERSONAL/CARER'S LEAVE

7.4.1 Sick leave

- (a) Permanent Employees shall be entitled to 10 days personal leave each year in accordance with the NES. All unused personal leave shall accumulate.
- (b) Employees shall be entitled to 2 single days' absences each year without a medical certificate. If an Employee takes more than 2 single days or any period in excess of 1 consecutive day a medical certificate must be produced.
- (c) For absence in the following circumstance a medical certificate must be supplied before sick leave will be payable
 - for the working day immediately prior to and/or following a public holiday; or
 - any Monday or a Friday.

Notification

- (a) The Employee must notify their Foreman or Operations Manager 30 minutes before the designated starting time on the day they were scheduled to work unless that is impracticable in which case it must be done as soon as practicable.
- (b) The Employee is required to advise the Company of:
 - their inability to attend for work,
 - the reason for the absence
 - the estimated duration of the absence, and
 - whether they intend to seek medical advice
- If no notification is received Employees may not be entitled to sick pay.

7.4.2 Sick leave bonus

- (a) Employees with more than one year's employment with the Company shall be entitled to the following bonus provisions:

Sick days taken during the year	Bonus
0 sick days taken	\$500.00
1 sick day taken	\$400.00
2 sick days taken	\$300.00
3 sick days taken	\$200.00
4 sick days taken	\$100.00

- (b) All bonus payments shall be paid in December (calculations are based on a calendar year).

7.5. LONG SERVICE LEAVE

- Employees are entitled to long service leave in accordance with the NES. Broadly, employees under this Agreement are covered by the LeavePlus Long Service Leave Fund.

PART 8 - OTHER MATTERS

8.1 OCCUPATIONAL HEALTH AND SAFETY

- The parties to this Agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all Employees. To facilitate this, it is provided that:
 - (A) It is the Company's obligation to provide a safe and healthy workplace.
 - (B) Any worker becoming aware of a situation which is unsafe is responsible for immediately reporting the information to his or her supervisor / OH&S manager or other appropriate representative of the company.
 - (C) Issued safety equipment, clothing and footwear must be used and worn in the manner intended.
 - (D) Employees will observe company safety policies and will abide by the company OH&S procedures in all instances, where practicable.

8.2 Working in heat

The parties are committed to minimising the risk to Employee's health due to heat illness. The Company shall implement the heat policy where on days it is expected to reach 37 degrees and

above to address minimising exposure to heat. The heat policy shall incorporate where practicable, but not be limited to:

- Education of all Employees to identify risks and signs of heat illness
- Rescheduling work to an earlier starting time
- Strict enforcement of the SunSmart policy (i.e. wide brim hats, sunscreen, sunglasses long sleeve shirts and long trousers).
- Provision of cool drinking water
- Issuing of an insulated drink bottle to all Employees
- Workload
- Humidity
- Radiant heat
- Air temperature
- Air movement
- Fatigue management
- Variations from site to site
- Employee health (i.e. employees have a greater risk of suffering from heat illness if they are overweight, physically unfit, feverish, have heart/circulatory/skin diseases, or are dehydrated)
- Changing rate of work considering an individuals' physical capabilities and state of health when planning work
- Provision of extended or more frequent work/rest breaks to be taken in cool shaded areas
- Air-conditioned cabins where provided provide adequate respite from the heat and employees can continue working
- Relocation to other sites

This policy shall be monitored and agreed by the OH&S committee representatives and Company Management. Provided all attempts to minimise exposure to inclement weather have been exhausted, then it is the intention not to have Employees working beyond 37 degrees unless it is emergency work or necessary to make sites safe prior to employees leaving the site. Management must authorise Employees to leave the site under these conditions. HSR's, Site Foremen and Project Managers will be expected to contact management in the event of disagreements arising regarding the management of heat stress.

On days of extreme heat Site Foremen and Employees will be encouraged to set tasks that need to be completed for the day. The completion of these tasks shall be the driver to complete work early and reduce exposure to the inclement conditions. The Company shall trial this approach and review outcomes.

The Company shall provide all existing employment with an insulated drink container, and all new employees shall receive an insulated drink bottle at induction.

8.2.1 Reporting of hazards

All Employees are to be aware of and report all potential safety hazards to the supervisor or OH&S manager. The Company is committed to providing a safe work environment. Further, the *Occupational Health and Safety Act 2004* (Vic), provides that all Employees are personally responsible for taking due care for themselves and their work mates who might be affected by their actions.

8.2.2 Accident and Incident Book

The Company provides an accident and Incident book for the purpose of recording all workplace injuries (however trivial). All accidents, injuries and incidents must be duly recorded in this book. This book is carried by all Foremen and Managers.

8.2.3 Rehabilitation

If an Employee is injured at work and has their Workcover claim accepted, the Company is committed to their rehabilitation. The employee shall fully cooperate with the Company's rehabilitation coordinator so as to return to duties in the earliest possible time. The Company may require the Employee to attend a doctor chosen by itself to ascertain fitness for work.

8.2.4 Smoking on Company Premises

In the interest of Employee comfort and the associated risks to Employee health through passive smoking, smoking is prohibited within enclosed or confined areas on Company property, or in Company vehicles when accompanied by a non-smoker. Employees will abide by this policy, without exception.

8.2.5 Alcohol & Illicit Drugs on Company Premises & Work Area's

Alcohol and/or illicit drugs must not be brought onto or consumed on Company premises.

The Employee must attend work on time and in fit state to carry out your duties in safe and efficient manner. This means that the Employee must be free, and not under the influence, of the effects of drugs and or alcohol (whether illicit or prescription) during working hours. The Company enforces a 0.0 % alcohol level across all sites.

To reinforce the Company's commitment to a safe workplace for all Employees, the Company reserves the right to direct Employees to undertake a drug or alcohol test at random. If it is determined that the Employee is or was under the influence of either substance, then disciplinary action will be taken as per the Company's drug and alcohol policy. Any Employee testing positive to drugs and/or alcohol without a legitimate reason will be terminated.

If the Employee is required to take prescribed medication that may affect the Employee's work performance in any way, the Employee is required to advise the Company.

8.2.6 Drug and Alcohol Testing

Drug and alcohol testing will be introduced as follows:

- Testing will be either random, target or cause testing.
- A saliva or breath test shall be administered.
- An external body shall administer the test on site i.e. Nurse or doctor or registered testing agency or company representative.
- If a test is negative, the Employee shall return to work with no loss of pay.
- If a test is positive, the Employee shall be stood down with pay until the B sample is returned. If B Sample confirms a positive result, then the employee shall be dismissed summarily.
- If an employee refuses to undertake a test shall be deemed as a positive test and shall result in disciplinary action, which may include instant dismissal.
- Cause testing due to a significant incident or accident shall be a urine test.

8.2.7 Facilities

The Company and consultative committee shall establish a mutually agreed set of standards for site compounds and amenities. This committee shall also review the introduction of all agreed protocols. Criteria to focus on:

- Compound layout
- Amenities
- Servicing of toilets and cleaning
- Provision of power

8.3 Training

The Company shall develop and implement a training plan within the first year of this Agreement. The Company is committed to providing a level of training greater than the industry average in order to provide a safe, productive, and fulfilling work environment. Employees need to be aware of the significant cost to the company in providing this training and display a healthy attitude towards it. Employees will not unreasonably refuse training.

All Employees are to receive training in multiple competencies within the first 2 years of employment. Additional training plans will be developed beyond this period.

8.4 Accident Pay

The Company shall pay an employee accident pay where the Employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Company pursuant to the provisions of applicable Workers' Compensation Legislation as amended from time to time.

Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the applicable Workers' Compensation Legislation and the Employee's average weekly rate of pay at the date of the injury.

The Company shall pay accident pay during the incapacity of an Employee arising from any one injury, for a total of twenty-six (26) weeks – irrespective of whether such incapacity is in one continuous period or not.

8.5. Living away from home

Qualification

The entitlements under this clause apply when an employee is employed on construction work at such a distance from the employee's usual place of residence or any separately maintained residence that the employee cannot reasonably return to that place each night, provided that:

the employee is not in receipt of relocation benefits;

the employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and

the employee has provided the correct details of their usual place of residence, or any separately maintained address, to the employer and must be pre- approved by the employer.

Where an employee qualifies under this clause, the employer will:

pay the employee \$120.00, which fully reimburses the employee for all travel allowances and travel time commitments to the site at the commencement of the first shift and another \$120 payment on return journey home at the end of the shift cycle.

The company provide the employee with accommodation and pay the employee for all meal expenses of \$ 60 per day.

8.6. GPS allowance

An employee covered by this agreement will receive a flat plant GPS allowance of \$11.00 per week.

PART 9 - PROTECTIVE CLOTHING

- Employers shall ensure that their Employees are in possession of protective clothing, in accordance with this clause.
 - (A) Approved (AS) safety footwear appropriate to the classification of work being carried out.
 - (B) Three sets of combination overalls; or
 - (C) Three sets of bib and brace overalls plus three drill long polo tops or long sleeve cotton shirts; or;
 - (D) Three sets of drill trousers and three drill long sleeved polo tops or long sleeve cotton shirts.
- Where an Employee has sought replacement of his or her issue of protective clothing as provided on a fair wear and tear basis within twelve months from the date of issue, then that Employee shall be entitled to a re-issue, and need to substantiate reason for replacement.
- Permanent Employees shall have a choice of any two items from the following list:
 - Polar fleece jumper
 - Flying (bomber) jacket
 - Hoddie.These shall be replaced on a fair wear and tear basis.
- On replacement of safety footwear, where an Employee chooses to purchase their own boot of greater value, on supply of written receipt the Company shall reimburse the price of the standard Company issued boot.
- Where Employees have received any of the above items from a previous employer by way of a site agreement, industry agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis is required.
- In the event of protective clothing / equipment being supplied and not worn whilst working the Employee and the Company shall discuss the matter with a view to ensure the wearing of such. Further, failure to wear or use protective clothing/equipment will result in disciplinary action.
- While not being part of any issue of protective clothing / equipment, the Company will provide the following protective equipment (SAA approved) for use, when necessary, by employees during the performance of their required duties:
 - (A) Safety helmets;
 - (B) Ear / hearing protection;
 - (C) Gloves;
 - (D) Skin protective cream / sunscreen (30+ rating);
 - (E) Gum Boots

In addition, two pairs of UV rated safety glasses, one clear and one tinted (conforming to Australian standards), shall be made available for Employees who are required to work on reflective surfaces such as: -

- metal decking.
- large concrete slabs exposed to sunlight.
- roofing.
- curtain walling and / or exposed open spaces.

Wherever possible, protective clothing / equipment shall be Australian made.

- Where an Employee leaves his or her employment within one month of being issued with protective clothing and tools and equipment, he or she will reimburse the Company \$150 of the purchase cost thereof. Any Employee who is retrenched through lack of available work will not be required to reimburse the Company for the protective clothing. All tools, issued to Employees remain the property of the Company and as such must be returned upon cessation of employment. Failure to return tools will result in the Employee reimbursing the Company for cost of tools. This amount shall be deducted from an Employee's final pay. Any deductions made to an employee's wages will be in accordance with the FW Act.

PART 10 - SUPERANNUATION

- The Company in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) shall make superannuation contributions. If an employee fails to nominate a fund, then the default fund shall be CBUS+.

PART 11 - COMMITMENT TO THE AGREEMENT

- The parties undertake that for the life of this Agreement, there shall be no further claims sought, or granted, except for those granted under the terms of this Agreement.
- This Agreement shall not operate to cause any Employee to be worse off. No Employee shall suffer a reduction in his or her wage rate as a result of this Agreement.

PART 12 - SIGNATURES OF THE PARTIES

- The contents and spirit of this Agreement are endorsed and supported by the Employees and management of Winslow Constructors Pty Ltd:

Signed for and on behalf of ***the Company:***

Name: (Print): _____

Address: _____

Company Position: _____

Signature: _____ Date: _____

Signed for and on behalf of ***the Employees:***

Name: (Print): _____

Address: _____

Company Position: _____

Signature: _____ Date: _____

Signed for and on behalf of ***the Employees:***

Name: (Print): _____

Address: _____

Company Position: _____

Signature: _____ Date: _____

Signed for and on behalf of ***the Employees:***

Name: (Print): _____

Address: _____

Company Position: _____

Signature: _____ Date: _____

Signed for and on behalf of ***the Employees:***

Name: (Print): _____

Address: _____

Company Position: _____

Signature: _____ Date: _____