



Austral Construction Pty Ltd
Enterprise Agreement
2020

PART I Agreement Formalities

1. Content

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2. Title

This Agreement shall be known as the Austral Construction Pty Ltd Enterprise Agreement 2020.

3. Parties Bound

This Agreement is binding upon:

- (a) Austral Construction Pty Ltd ("**the Company**");
- (b) Employees of the Company who are employed in the classifications of this Agreement, in respect of construction and demolition work performed throughout Australia.

4. Definitions

In this Agreement, unless the contrary intention appears:

- (a) "**NES**" means the National Employment Standards provided for by the *Fair Work Act 2009*;
- (b) "**Agreement**" means the Austral Construction Pty Ltd Enterprise Agreement 2020, including its schedules;
- (c) "**Award**" means the Building and Construction General On-site Award 2010;
- (d) "**Casual employee**" means an employee engaged on an hourly basis pursuant to clause 9.1 of this Agreement;
- (e) "**Commission**" means the Fair Work Commission;
- (f) "**Construction Code**" means the *Code for the Tendering and Performance of Building Work 2016*;
- (g) "**Company**" means Austral Construction Pty Ltd (ACN 075 340 724);
- (h) "**Dandenong site**" means the Company's business premises at 126 Hallam Valley Road, Dandenong;
- (i) "**Employee**" means a full-time, part-time or casual employee of the Company;

- (j) **"Employee representative"** means a person that an employee nominates as their representative;
- (k) **"Inclement weather"** means:
 - (i) in relation to the Melbourne central business district, where temperatures exceed 36°C; or
 - (ii) in relation to places outside of the Melbourne central business district, zones 2 - 5 (as defined in clause 15 below), where temperatures exceed 40°C; or
 - (iii) inclement weather for zone 6 (as defined in clause 15 below) is extreme weather events or conditions outside normal weather patterns for the Pilbara Region, WA, i.e. cyclones, significant dust storms, electrical storms; or
 - (iv) where rain is heavy or consistent enough to render the working environment unsafe;
- (l) **"Ordinary hours"** means ordinary hours as defined in clause 18 of this Agreement;
- (m) **"Ordinary rate of pay"** means the base, full-time hourly rate of pay set out at clause 13 of this Agreement; and
- (n) **"Remote Work"** means work that is referred to in clause 16 of this Agreement;
- (o) **"Week's pay"**, in relation to an employee whose employment is terminated, means the ordinary rate of pay for a standard week's work for that Employee at the time their employment is terminated,

and terms that are defined in clause 3 of the Award that are not defined in this Agreement shall apply as defined in clause 3 of the Award.

5. Date of Operation

This Agreement will commence operation on the 1st of July 2020 and remain in operation for 3 years from that date.

6. No Further Claims

It is a term of this Agreement that the parties to this Agreement will not, for the duration of its operation, make or pursue any claims in respect of any subject matters that are covered by this Agreement. This includes claims relating to any matter that may be permitted under the *Fair Work Act 2009* (other than those required by the Act), changes arising from the

introduction of modern awards and changes arising from variations to modern awards (including the Award) or decisions of the Commission. It is also a term of this Agreement that the parties will not take any industrial action in support of any claims for the duration of this Agreement.

7. Entire Agreement

This Agreement shall stand alone and no other award, transitional instrument, preserved state agreement or notional agreement preserving state awards shall have any effect in relation to Employees covered by this Agreement while this Agreement is in operation.

It is intended that the terms of this Agreement are exhaustive and that no other law, awards, orders or agreements apply to Employees subject to this Agreement. However, certain specific clauses of the Award are expressly incorporated into this Agreement and form part of its terms.

8. Anti-Discrimination

It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

PART II Contract of Employment

9. Engagement

9.1 Casual employees:

- (a) Some employees may not be required on a full-time or part-time basis. In those circumstances, employees may be engaged as casual employees on an hourly basis. A casual employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement, other than paid annual leave, paid sick leave, payment for public holidays not worked, paid bereavement leave, paid carer's leave, jury service, notice of termination and severance pay.
- (b) In addition to the ordinary rate of pay for the appropriate classification, a casual employee shall be paid twenty five percent (25%) of the ordinary rate of pay, with a minimum payment of four (4) hours. The loading herein prescribed shall be made in lieu of entitlements that a full-time or part-time employee (but not a casual employee) may accrue, including paid annual leave, paid sick leave, payment for public holidays not worked, paid bereavement leave, paid carer's leave, jury service, notice of termination and severance pay.

9.2 Full-time employees:

Employees not engaged on a part-time or casual basis will be engaged on a full-time basis. Full-time employees shall work, and be paid for, ordinary hours in accordance with clause 18, plus such overtime and shift work as may reasonably be required from time to time.

9.3 General:

- (a) An employee not attending for duty or not performing work as directed shall not be paid for the actual time of non-attendance or non-performance, unless the Employee is on approved paid leave.
- (b) An employee shall perform all work and follow all directions that the Company reasonably requires of them, provided they are within the limits of the employee's skills, competence, training and statutory requirements.

10. Probationary Period

- 10.1 A probationary period of six (6) months applies to all new full-time and part-time employees.
- 10.2 During this period, either the employee(s) or the Company may terminate the contract of employment for any reason by providing notice in accordance with Clause 24.
- 10.3 Probationary employees will accrue all their entitlements under this Agreement for the duration of the probationary period. Further, employees will be paid in accordance with their recognised and assessed skills and shall not otherwise be disadvantaged while on probation.

11. Leave

11.1 Annual Leave

- (a) Employees (other than casuals) will accrue annual leave entitlements at the rate of four weeks paid annual leave per year of continuous service.
- (b) The parties acknowledge that it is not beneficial for employees to have extensive periods of work without taking annual leave. Annual Leave shall be given and taken in accordance with the Company's requirements.
- (c) Annual leave should be taken at mutually convenient times.
- (d) Annual Leave is paid at the ordinary rate being paid to the employee immediately prior to the taking of the Annual Leave, plus 17½% loading.
- (e) Accrued but untaken annual leave will be paid out on termination of employment. An employee may also cash out any accrued but untaken annual leave in the following circumstances:
 - i) In any year, the employee may apply to cash in up to 2 weeks of their annual leave entitlement provided that:
 - A. the employee has had at least 2 weeks off on Annual Leave in the previous year; and
 - B. after deduction of the amount cashed in, retains a balance of at least 4 weeks of accrued annual leave.

- ii) Once payment is effected for the period of leave cashed out in line with clause 11.1(e)(i) above, the Company's obligations in relation to the amount of leave so paid out shall be fully satisfied and the employee shall make no further claim in relation to the amount of leave so paid out and
 - iii) The application to cash out Annual Leave must be in writing.
- (f) At the Company's absolute discretion, approved Leave Without Pay (LWP) may be granted if the employee has exhausted all of his/her accrued Annual Leave, and Rostered Days Off inclusive.

11.2 Christmas Closedown

- (a) It is agreed that whenever annual leave is to be taken in conjunction with the Christmas/New Year period, it is to be taken in accordance with the following procedure.
- (b) Employees who have not accrued sufficient pro rata annual leave prior to commencement of the Christmas/New Year period, may be stood down by the Company without pay during any site shut down.
- (c) Where the Company decides to close a site over the Christmas/New Year period for any period in excess of 20 Annual Leave days per employee, then the Company shall give at least 1 months' notice to employees.
- (d) Notwithstanding anything elsewhere contained in this Agreement, the Company may request any employee to work in unforeseen or emergency circumstances during the Christmas period. In any such event the Company shall recognise the individual right of employees not to work, provided that employees shall not unreasonably refuse such a request.
- (e) Where an employee requests that annual leave be allowed in one continuous period at Christmas, such a request shall not be unreasonably refused.

11.3 Personal (Sick and Carer's) Leave

- (a) Accrued personal Leave is available to be used in situations where an employee is unable to attend for work due to personal injury or illness (Sick Leave) or due to the need to care for or support a member of the Employee's immediate family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member (Carer's Leave).
- (b) The following are members of an employee's immediate family:

- spouse, child (including adopted child or stepchild), parent, partner (including same sex partner), grandparent, grandchild or sibling of the employee; and
 - a child (including adopted child or stepchild), parent, grandparent, grandchild or sibling of a spouse of the employee; and
- (c) Full-time employees are entitled to 10 days of paid Personal Leave per annum accruing pro rata by pay period with any unused portion accumulating from one year to the next. Part-time employees are also entitled to paid personal leave in accordance with the *Fair Work Act 2009*.
- (d) Casual employees are not entitled to paid Personal Leave.
- (e) In circumstances where an Employee has exhausted the paid Personal Leave entitlement, an additional two days of unpaid Carer's Leave may be granted for each occasion on which an Employee is unable to attend work due to the need to provide care or support to a member of the Employee's immediate family or household because of a personal illness, injury or unexpected emergency. This does not accumulate. Casual employees are also entitled to two days of unpaid Carer's Leave in the same circumstances.
- (f) The Employee is required to notify the Company as soon as practicable prior to their scheduled starting time on any day that they are unable to attend for work.
- (g) The Company may require an employee to provide satisfactory evidence of his or her incapacity for work, or the illness or injury affecting a member of the employee's immediate family or household requiring the employee's care and support (e.g. via a certificate of incapacity or medical certificate issued by a duly qualified medical practitioner) for absences in excess of one day or absences either side of a weekend or a public holiday.

11.4 Parental Leave

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

11.5 Compassionate Leave

- (a) Employees shall be entitled to up to 2 days (non-cumulative) leave upon the death or threat to life (due to illness or injury) of a member of the Employee's immediate family or household as defined in Clause 11.3(b) above.
- (b) The Company may require the Employee to provide evidence of the reason for an application to take Compassionate Leave.
- (c) Full-time and part-time employees are paid at their base rate of pay for the ordinary hours they would have worked during compassionate leave. Compassionate leave is unpaid for casual employees.

11.6 Long Service Leave

Employees will be registered with the relevant Long Service Leave scheme in the home state of their employment.

11.7 Family and Domestic Violence Leave

Employees will be entitled to unpaid leave to deal with family and domestic violence as provided for in the Award.

12. Training and Skills Program

- 12.1 The Company will provide training and development opportunities to employees as appropriate to participate in continuous improvement, personal development, skill enhancement and Occupational Health & Safety.
- 12.2 Training for skills enhancement may be undertaken either within or outside ordinary hours. Where training is taken within Ordinary Hours (at the Company's direction, or with its approval), the employee will be paid for time taken. Where training is taken outside of Ordinary Hours (at the Company's direction, or with its approval), the employee will not be paid for the time taken. However, the Company will pay for all training programs that it undertakes to provide for the employees.

PART III Wage Structure and Benefits

13. Classification Structure

13.1 The wage rates to be paid for each classification are tabulated in Schedule 1 of this Agreement. The rates of pay incorporate the following allowances:

- Special Payment;
- Industry Allowance;

13.2 Where the Company contracts to do work on a site where the terms and conditions at that site are more beneficial than those in this Agreement and the employees would be better off overall than they would be under the terms of this Agreement, the Company will ensure its employees are not to be disadvantaged if the wages and conditions are greater than those provided for in this Agreement.

14. Base Rate Wage Increases

During the life of this Agreement, there shall be no increase to the Ordinary Rate of Pay, except such increases as provided in Schedule 1 of this Agreement.

15. Allowances

The following allowances only apply under this Agreement.

15.1 Description of Zoning and Allowances (Local and Remote)

For the purposes of clauses 15 and 16, the following Zones apply:

Locality	Zoning	Description	Travel	Meal Allowance	Site Allowance	Remote Work Food Allowance (RFA)	Leave Cycling (LC)
Local	Zone 1	Melbourne Resident – an employee working and living within 50 kilometres of the Melbourne GPO Non-Melbourne Resident – an employee travelling to work at a location within a radius of 50 kilometres of their declared residence.	Clause 15.2	Clause 15.3	Clause 15.4(a)	N/A	N/A
Local	Zone 2	An employee working between 50 and 75 kilometres from their declared place of residence without living away from home	Clause 15.2	Clause 15.3	Clause 15.4(a)	N/A	N/A
Remote	Zone 3	Encompasses all locations within Zone 2 at which an employee performs work whilst living away from home	Clause 15.2	N/A	Clause 15.4(a)	Clause 16.3	N/A
Remote	Zone 4	Encompasses all locations that are outside Zone 2 but less than 2 hours' flying time from the airport nearest to the employee's usual place of residence	Clause 15.2	N/A	Clause 15.4(a)	Clause 16.3	Clause 16.4
Remote	Zone 5	Encompasses all locations outside Zone 4 and not including Zone 6	Clause 15.2	N/A	Clause 15.4(a)	Clause 16.3	Clause 16.4
Remote	Zone 6	Encompasses the entire Pilbara region of Western Australia.	Clause 15.2	N/A	Clause 15.4(a)	Clause 16.3	Clause 16.4

15.2 Fares and travelling patterns allowance:

In lieu of the fares and travelling patterns allowance prescribed by Clause 25 of the Award, an allowance shall be paid for each day worked by an employee as described in sub-clause 15.1.

That allowance shall be as follows:

- (a) 1/7/20 \$43.37 per day
- (b) 1/7/21 \$43.80 per day
- (c) 1/7/22 \$44.24 per day

No allowance will be paid where an employee is provided with a fully maintained shared site vehicle for site commuting purposes.

Employees travelling to remote work sites will receive payment in accordance with clause 16.2.

15.3 Meal allowance

- (a) An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes will be paid an amount of \$15.38 to meet the cost of a meal.
- (b) This sub-clause will not apply to an employee who is provided with reasonable board and lodging, and is provided with a suitable meal.
- (c) An employee will be entitled to be paid \$15.38 for each meal after the completion of each four hours from the commencement of overtime.

15.4 Site and Depot allowance

(a) This will be paid as follows:

Where the value of the project to Austral Construction Pty Ltd is: \$million	Site Allowance \$p/h flat.
Austral Yard & Projects up to 2.7m	\$2.10
Projects 2.8m - 10.0m	\$2.25
Projects 10.1m – 50.0m	\$2.75
Projects 50.1m – 100.0m	\$3.25
Projects 100.1m – 200.0m	\$3.75
Projects 200.1m – 400.0m	\$4.25
Where Austral Construction Pty Ltd contracts work with a value above \$400.1 million, there shall be an increment of 10 cents per additional \$100m or part thereof.	

16. Remote Work

16.1 This clause applies to work that is performed by an employee at a locality which, in respect of that employee, is deemed to be “Remote”, as defined and explained in the table in sub-clause 15.1 above.

16.2 Employees who perform Remote Work shall have the following apply:

- (a) When employees are engaged on Remote Work requiring them to live away from home the Company will provide accommodation including full board, subject to the provisions of clause 16.3 below.
- (b) The costs of necessary transfers to and from any airport will be paid by the Company up to a maximum re-imbursment of \$85.00 per journey as follows:
 - (i) the employee will be reimbursed for the cost of public transport, taxi or Uber fares incurred in transfers between their place of residence and the airport, on production of receipts to the Company’s satisfaction detailing the cost of such fares, or
 - (ii) the employee will be reimbursed for airport transfers between their place of residence and the airport using their own vehicle based on the number of kilometres travelled (using the most direct route reasonably available) and the cost of car parking at the airport, on production of a completed

kilometre claim form and parking receipt to the Company's satisfaction detailing the associated cost;

however, in no circumstances will employees be reimbursed for the cost of fuel purchased for use in their own vehicle.

- (c) If the employee travels to the town or place of accommodation for the project in their own vehicle, they will be paid in accordance with the following:
 - (i) 74 cents per kilometre travelled to the project site and back as once off mobilisation and demobilisation payments. These payments will be reimbursement for expenses incurred and, accordingly, will not have tax withheld from them.
 - (ii) if an employee elects to drive their car home for an intermediate break, but not for mobilisation or demobilisation and with prior approval of the Company, the employee will be paid the equivalent cost of a Qantas "Red e-deal" (or equivalent) economy airfare;
- (d) If the employee travels overnight, the Company will provide transit accommodation;
- e) The Company will pay for a return flight (economy class), from any location within Australia, for the Employee to travel to his or her usual place of residence (within Australia) and back to site once every 4 weeks or as per the mandated project roster. However, if the Employee does not use the flight, the cost of the unused airfares may not be claimed by the Employee as payment in lieu.

16.3 When working remotely (Zones 3 to 6), where the Company provides accommodation but not food, the employee will be re-imbursed \$50.00 per night away from home.

16.4 Leave Cycling (LC)

The Company will nominate a default roster arrangement for work on each project or site of either 3 weeks on and 1 week off or 2 weeks on and 1 week off. The stipulated periods of working away and subsequent time off will be standardised as much as possible. However, the default position may be varied:

- (a) by agreement between the Company and a majority of affected Employees, plus or minus a week either side of the planned cycling; or
- (b) by the Company providing 1 weeks' notice to affected employees of the need to vary the default swing, for example due to the variability of site construction works or client requirements.

17. Apprentices

- 17.1 The parties encourage the engagement of apprentices to work on Company projects and sites. However, in relation to work on any particular project or site, the Company may reach a decision that an apprentice must be in at least their third or fourth year, or otherwise have sufficient industry experience, to be engaged to work safely on the project or site.
- 17.2 The Company will, if practicable, provide work opportunities to apprentices employed by it or through a group training organisation.
- 17.3 Apprentices will be paid the applicable percentage of the CWL3 wage rate as set out below:

Four Year Term	% of CWL3 Wage Rate
First Year	45
Second Year	55
Third Year	75
Fourth Year	90
Three and a Half Year Term	% of CWL3 Wage Rate
First Six Months	45
Next Year	55
Following Year	75
Final Year	90
Three Year Term	% of CWL3 Wage Rate
First Year	55
Second Year	75
Third Year	90

- 17.4 Adult apprentices (over 21 years of age) will be paid a wage not less than the ordinary wage rate prescribed for an employee classified as CWL1.

PART IV Hours of Work, Overtime

18. Ordinary Hours

- 18.1 Effective from the commencement of this Agreement until the expiration of this Agreement, the ordinary hours of work for a full-time employee shall:
- (a) average thirty-eight (38) hours per week;
 - (b) not exceed one hundred and fifty-two (152) hours in any four (4) week cycle;
 - (c) be worked between 6am and 7pm on Monday to Friday (other than when undertaking shiftwork);
 - (d) be eight (8) per day, with twenty-four (24) minutes' pay accruing each day worked towards a paid rostered day off; and
 - (e) be worked in nineteen (19) shifts in any four- (4-) week work cycle with one shift being taken as a rostered day off.
- 18.2 Effective from the commencement of this Agreement until the expiration of this Agreement, the ordinary hours of work for a part-time employee shall:
- (a) average less than thirty-eight (38) hours per week;
 - (b) not exceed one hundred and forty (140) hours in any four- (4-) week cycle; and
 - (c) be worked between the hours of 6am and 7pm on any day (other than when undertaking shiftwork).
- 18.3 Effective from the commencement of this Agreement until the expiration of this Agreement, casual employees shall:
- (a) be hired on an hourly basis, as required; and
 - (b) work between the hours of 6am and 7pm.
- 18.4 Unless agreed in accordance with clause 18.6 below, any work undertaken by full-time or part-time employees outside the normal spread of hours (6:00am to 7:00pm Monday to Friday) will attract overtime rates or leave allowances as applicable under the Agreement.
- 18.5 The following criteria shall be considered in assessing changes to the hours of work of any employees:
- (a) Impact on project efficiency, productivity and quality;

- (b) Impact on quality of life, safety and welfare;
 - (c) Impact on employment levels; and
 - (d) Impact on employees' remuneration.
- 18.6 Ordinary hours, as in clauses 18.1, 18.2 and 18.3 above, can be varied by one (1) hour to commence earlier than 6:00am and/or finish later than 7:00pm by agreement between the employee(s) concerned and the Company.
- 18.7 The start-time is at the commencement of the daily pre-start meeting.

19. Meal Breaks

- 19.1 There shall be a cessation of work and of working time for the purpose of a meal on each day, of no less than 30 minutes, to be taken between 12:30pm and 2.30pm, subject to clauses 19.2 and 19.3 below.
- 19.2 An employee who is required to continue working during the employee's normal meal break shall be paid at the rate of time and a half in relation to their ordinary rate until the employee is released for the meal break.
- 19.3 All breaks shall be taken at times that will not interfere with the continuity of work where continuity is necessary.

20. Rostered Days Off

- 20.1 By agreement between the Company and employee(s) concerned, a rostered day off (RDO) may be transferred to an agreed day provided that, unless the RDO is banked, the alternative day is taken prior to the accrual of the following RDO.
- 20.2 By agreement between the Company and employee(s) concerned, up to five (5) RDOs may be accumulated and taken at an agreed time within six (6) months of when they become due or may be banked and taken with annual leave.
- 20.3 Overtime shall not be paid for ordinary hours worked on what would have been an RDO where agreement to transfer has been reached.
- 20.4 If an employee's employment is terminated before accumulated RDOs can be taken, the RDO(s) shall be paid out at the Ordinary Rate of Pay.

- 20.6 Where a scheduled RDO falls on a public holiday, the next working day shall be taken in lieu of the RDO unless an alternate day is agreed between the Company and the majority of the employees concerned.
- 20.7 Except where agreement has been reached, the prescribed RDO or such substituted day may be worked where that is required by the Company and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- 20.8 Where the Company and the majority of employees agree that due to the nature of the particular project, it is not practicable for the foregoing four-week cycle to operate, they may agree to an alternate method of arranging working hours, provided that:
- (a) the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in clause 18 above;
 - (b) that no more than eight ordinary hours are worked in any one day; and
 - (c) that the alternate method for arranging working hours is at least as beneficial to the employee(s) concerned as the NES.

21. Public Holidays

Employees are entitled to be absent from work, without loss of pay, on the public holidays generally recognised throughout the State or Territory in which they normally work in addition to those provided for in the NES. The Company may request employees to work on those holidays.

Public holiday means:

- (a) (i) each of these days:
 - 1. 1 January (New Year's Day);
 - 2. 26 January (Australia Day);
 - 3. Good Friday;
 - 4. Easter Monday;
 - 5. 25 April (Anzac Day);
 - 6. 25 December (Christmas Day);
 - 7. 26 December (Boxing Day); and
- (ii) a day that, under (or in accordance with a procedure under) a law of a State or Territory, is substituted for a day referred to in paragraph (a); and

- (b) any other day declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that State or Territory, as a public holiday by people who work in that State, Territory or region.
- (c) Public holidays worked are paid at a rate of double time and a half.
- (d) Employees engaged on a project at a location where a region-specific public holiday is declared in substitution for a State or Territory declared public holiday will be entitled to payment under this Clause 21 for either the State/Territory holiday or the substituted local public holiday, but not both.

22. Overtime

- 22.1 Reasonable overtime shall be worked at the discretion of the Company after the Company has provided at least one (1) hours' notice.
- 22.2 The time worked by full-time or part-time employees outside or in excess of the ordinary hours prescribed in clause 18 above or as agreed under clause 18.6 above shall be overtime and shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 22.3 Overtime worked on Saturday or Sunday shall be paid as follows:
 - (a) Saturdays – at the rate of time and a half for the first two (2) hours and double time thereafter;
 - (b) Sundays – at the rate of double time for all hours worked.
- 22.4 Call-back
 - (a) A full-time or part-time employee recalled to work overtime after leaving the site on any day, Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of three (3) hours at the appropriate rate for each time the employee is recalled.
 - (b) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three (3) hours if the job that the employee was recalled to perform was completed within a shorter period.
- 22.5 Rest Period

The Company shall endeavour to provide a full-time or part-time employee who works overtime with at least a ten (10) hour rest period between the end of work on any one day and the start of ordinary hours on the next day.

- 22.6 A new employee, if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight (8) hours' work or payment therefore at ordinary rates.

23. Shift Work

Definitions

- 23.1 Day shift means any shift starting on or after 6.00 a.m. and before 10.00 a.m.
- 23.2 Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- 23.3 Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- 23.4 Rostered shift means a shift of which the employee concerned has had at least 24 hours' notice.
- 23.5 If an employee receives less than 24 hours' notice of the requirement to work shiftwork the employee will be paid at overtime rates for the duration of the shift.
- 23.6 Employees who work on any afternoon or night shift which does not or will not continue for at least six (6) successive afternoons or nights shall be paid at the rate of time and a half for all ordinary time occurring during such shift. Overtime hours worked will be paid at time and a half for the first 2 hours and double time for all hours after 10 hours worked. Time and half and double time hours do not receive the same shift loading as ordinary hours.
- 23.7 Employees completing a night shift cycle will be paid an 8-hour ordinary time change over day at the conclusion of the night shift cycle before resuming dayshift.

Permanent night shift

An employee who:

- 23.8 during a period of engagement on shift, works night shift only; or
- 23.9 remains on a night shift for a longer period than six (6) successive nights; or
- 23.10 works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3rd of his/her working time off night shift in each cycle;

shall during such engagement, period or cycle be paid 25% more than his/her ordinary rate for all time worked during ordinary working hours on such night shift. Time and a half and double time hours do not receive the same shift loading as ordinary hours.

- 23.11 For the purpose of the additional week of annual leave provided by the NES, a shiftworker means a continuous shiftworker.

PART V Termination

24. Termination of Employment

24.1 For full-time and part-time employees, termination of employment shall be in accordance with the *Fair Work Act 2009*. The period of notice required to be given by the Company for such employees at the time of approval of this Agreement is as follows:

Where the employee's period of continuous service with the Company is:	The period of notice is:
Up to 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

24.2 The period of notice required shall be increased by one (1) week where the employee is over forty-five (45) years of age and has completed at least two (2) years of continuous service with the Company at the time notice of termination is given.

24.3 The period of notice to be given by an employee shall be one (1) week. If an employee who is at least 18 years old does not give one (1) weeks' notice, the Company is entitled to deduct from wages due to the employee under this Agreement an amount that is no more than one (1) week's pay, provided this is not unreasonable in the circumstances. If the Company has agreed to a shorter period of notice than that required by this clause 24.3, then no deduction shall be made.

24.4 Payment in lieu of notice shall be made if the appropriate notice period is not given by the Company except for summary dismissal in accordance with Clause 27.3. The employment may be terminated by the Company providing part of the period of notice and part payment in lieu. The Company may also elect to pay in lieu of the entire notice period. Payment in lieu of notice shall be calculated in accordance with the Act.

24.5 Nothing in this clause shall affect the right of the Company to summarily dismiss an employee for misconduct or persistent poor performance that justifies this action.

24.6 Casual employees are entitled to one (1) hours' notice of termination by the Company or payment in lieu of that notice. Casual employees who resign their employment must provide the same amount of notice or sacrifice a portion of their wage equivalent to that which would have been earned if the notice period had been served.

- 24.7 Where the Company has given notice of termination to a full-time or part-time employee, the employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

25. Redundancy

25.1 Definition

Redundancy is where the Company has made a definite decision that it no longer wishes the job that a full-time or part-time employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision leads the termination of employment of the employee.

- 25.2 The Company is a participating employer in the Redundancy Payment Central Fund Ltd (Incolink) and all employees will be enrolled in the Fund and be entitled to redundancy benefits in accordance with the terms of the Incolink Trust Deed

- 25.3 The Company shall make contributions on behalf of each employee into the Incolink Number 1 Fund as required by the Incolink Trust Deed.

- 25.4 If, during the life of this Agreement, legislative amendments are made that subject the Company to additional tax, such as fringe benefits tax, in respect of payments made under this clause, the Company reserves the right to withdraw from the Incolink Fund, in which case redundancy entitlements will be as set out in the Award.

26. Grievance and Dispute Settlement Procedure

- 26.1 This procedure is designed to promote the resolution of issues that arise at the lowest possible level and to provide a step-by-step process which will be accessed if the parties are genuinely unable to resolve the issue.

- 26.2 At each step in the procedure, reasonable time is to be allowed for the parties to resolve the matter. A party to the dispute may appoint another person, organisation or association to accompany or represent them at each step in relation to the dispute. The parties agree not to proceed to each next step in the procedure until the previous step has been completed. Following these procedures will ensure the dispute is resolved in the most efficient manner.

- 26.3 In the event of a dispute in relation to a matter arising under this agreement, and/or the National Employment Standards (NES) in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or

employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate. If the matter is not resolved at this level, the grievance shall be referred to the Management.

- 26.4 If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution.
- 26.5 The parties to the dispute may agree on the process to be utilised by the Commission including mediation or conciliation.
- 26.6 Any solution proposed by the Commission must be consistent with the Construction Code and relevant legislation.
- 26.7 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally. The circumstances that applied prior to the dispute arising shall apply until final resolution of the matter.
- 26.8 This dispute resolution procedure does not apply to Occupational Health and Safety matters. It is expected that the Occupational Health and Safety Representatives will follow appropriate procedures in the resolution of any Health and Safety matters.

27. Disciplinary Procedure

- 27.1 Where, after reasonable investigation, the Company believes an employee has committed an act of misconduct or poor performance, the Company may implement one or more of the following acts of discipline:
 - (a) Counselling
 - (b) Stand down with pay
 - (c) Official warning
 - (d) Dismissal (with or without notice).
- 27.2 In circumstances where the Company has issued an employee with two official warnings, and that employee is found by the Company, after investigation, to have committed another act of misconduct or poor performance, that employee may be dismissed.
- 27.3 The Company may dismiss an employee without notice where the employee has committed an act of serious or willful misconduct, or where the employee's performance has been consistently below a reasonable standard.

PART VI Occupational Health and Safety

28. Personal Protective Equipment (PPE) And Clothing

It is the obligation of the employee to wear, maintain in a suitable condition and appropriately store during periods of R&R, all PPE required. It is the Company's responsibility to ensure that each employee has been provided with the necessary PPE for his/her role.

29. Health and Safety

The parties to this Agreement are committed to the safe operation of plant and equipment, to the observation of safe working practices, the proper use of all personal safety equipment, and to providing a safe and healthy working environment on all projects. To facilitate this, it is agreed that:

- (a) the Company has a responsibility to provide a safe workplace, and the employees have the responsibility to work in a safe and responsible manner;
- (b) any employee becoming aware of a situation that is unsafe is responsible for immediately reporting the information to his/her supervisor/foreman or other nominated representative of the Company;
- (c) items of safety equipment and apparel should be provided, used, and worn as required and directed;
- (d) the Company, and where necessary its employees, will carry out safety assessments and design work method statements as part of project safety plans. It shall be a dismissible offence to interfere with, or make inoperative, any safety equipment or guardrails;
- (e) all first-aid treatments or work-related injuries must be reported to the appropriate foreman/supervisor or nominated first aider for treatment and recording; and
- (f) any damage to plant or equipment must be reported to the appropriate foreman/supervisor immediately.

30. Drug and Alcohol Consumption

- 30.1 It is agreed that, under no circumstances, will any employee affected by alcohol and/or affected by any other drug be permitted to commence/continue working, or operate

any equipment, on Company projects or whilst engaged on another project. To this end it is agreed that where required by the Company, daily alcohol and random drug testing will be conducted prior to the commencement of work. In the case of an employee's involvement in an incident, the employee shall submit to causal alcohol and drug testing.

- 30.2 It is agreed that should a member of the Company's site management team have a reasonable suspicion that any employee is under the influence of alcohol or some other illicit or foreign substance, such person may direct the employee to leave the site and undergo causal alcohol and drug testing in accordance with the Company's Drugs and Alcohol procedure.
- 30.3 The employee shall not be entitled to any further payment from the time they have been directed to leave the site, until such time as they present themselves for work in a fit and appropriate manner.
- 30.4 Further, it is agreed that the Company's employees will adhere to a zero (0) alcohol level whilst working. Any breach of this term will be deemed serious misconduct and may result in summary dismissal.
- 30.5 The Company may at any time require the employee to undertake a drug or alcohol test. Where an employee fails such a test, the Company has the right to recoup travelling and accommodation expenses incurred by the employee if, in the Company's opinion, the expenses incurred have been misspent.
- 30.6 An employee who is suspected by the Company, on reasonable grounds, to have breached the provisions of this Agreement or any policy of the Company in relation to the consumption of drugs and alcohol, may be required to undergo a test if additional evidence is required to establish the existence of alcohol or an illicit substance in the employee's blood.
- 30.7 Where an employee is working on a site where the Drug and Alcohol procedures differ from those above, the employee will observe the site-specific Drug and Alcohol policy and procedures.

31. Smoking

The Company has a no-smoking policy in place applying to Company site offices, mess/change sheds, Company vehicles and wherever appropriate signage is displayed. All employees are to adhere to the policy. The project safety committee will be consulted regarding the management of specific non-smoking issues in accordance with Company policy, given that once a work area becomes enclosed, it will be deemed a non-smoking area.

32. Work Practices and Code of Conduct

- 32.1 All employees of the Company are required to maintain the following standards of conduct:
- (a) All employees on a project will be productive. There will be no scope for unproductive employees.
 - (b) As a general rule, all crane crew members will be interchangeable. For example, if an employee is qualified and experienced as either a crane driver, dogman, rigger, hoist driver, or forklift driver, the person may be utilised in any such capacity.
 - (c) The practice of "one in all in" for overtime shall not apply on any project.
 - (d) All employees shall work safely and wear appropriate, Company-supplied clothing and personal protective equipment.
 - (e) All employees shall maintain regular attendance with punctual time keeping.
 - (f) All employees shall not unreasonably refuse a lawful direction to undertake duties within his/her skill capacity and qualifications.
 - (g) All employees shall refrain from making or supporting any claim for payment of lost time due to industrial disputes.

PART VII **Miscellaneous**

33. Inclement Weather

Practice:

- 33.1 The parties to the Agreement shall collectively work towards the minimisation of lost time due to inclement weather and undertake to adopt the following principles in relation to inclement weather and the non-productive time inclement weather creates.
- 33.2 All parties shall adopt a reasonable approach as to what constitutes inclement weather.
- 33.3 Within thirty (30) minutes after the commencement of inclement weather, the Company in conjunction with the employees, and, when appropriate, the safety representative, shall assess the weather conditions and, where necessary, shall transfer employees to other work activities or training.
- 33.4 Employees shall accept transfer to an area or site not affected by inclement weather where useful work is available, provided the useful work is within the employee's skill, competence and training.
- 33.5 Where useful work is not available, the use of non-productive time shall be utilised for activities as determined by the Company, such as relevant and meaningful skill development, safety training and other training, presentation and participation in learning, planning and reprogramming of the project or any other useful utilisation of non-productive time as the Company may reasonably require.
- 33.6 After four (4) ordinary hours, if information indicates that the weather will continue to be inclement, the Company may release employees for the remainder of the day. In this situation, employees shall be paid the ordinary hours normally worked for the day.
- 33.7 A maximum of thirty-two (32) ordinary hours' pay will be payable in every four (4) week period where ordinary work is ceased due to inclement weather.

Cancellation of Saturday & Sunday work

- 33.8 During periods of inclement weather, employees shall, if required, continue to report for work on Saturdays and Sundays as per the pattern of ordinary hours for the particular project.
- 33.9 The Company may decide to cancel Saturday and Sunday work if it decides those hours will not be sufficiently productive because of inclement weather.
- 33.10 To effect this cancellation, the Company shall inform the employees verbally.

33.11 Employees working in dry situations shall continue to work ordinary Saturday and Sunday hours. It is the Company's responsibility to inform those employees who it considers to be working in dry situations.

34. Stand Down

The Company may deduct payment from an employee for any day on which, or for any period of any day during which, the employee cannot be usefully employed because of any strike or because of any stoppage of work by any other cause for which the Company cannot reasonably be held responsible.

35. Superannuation

35.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

35.2 Subject to sub-clause 35.1, the level of contributions paid on behalf of each employee (other than an Apprentice) shall be as follows:

from 1/7/20 \$230.00 per week

from 1/7/21 \$235.00 per week

from 1/7/22 \$240.00 per week

35.3 All superannuation contributions shall be paid monthly.

35.4 Weekly Superannuation contributions will be pro-rated for partial weeks worked.

35.5 The default fund shall be the MySuper account of Cbus

36. Income Protection and Trauma Insurance

36.1 Income Protection

(a) All employees will be covered by the extended Incolink Leisure Time Insurance and Income Protection Scheme, which provides weekly payments for up to a maximum one hundred and four (104) weeks in the event of an extended work absence arising from any personal illness or injury.

- (b) There shall be no changes to the above schemes or contributions except as agreed with the Incolink Board and all other parties covered by this Agreement.

37. Accident Pay

The Company shall pay accident pay as provided in the Award, during the incapacity of any employee arising from any one injury, for a total of twenty-six (26) weeks.

38. Journey Accidents

The Company will insure all workers covered by this Agreement against the loss of ordinary wages arising from work where an absence of up to twelve (12) months is incurred due to injuries or illness resulting from any accident incurred in journeys between the employee's residence and the workplace, and return.

39. Individual Flexibility

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (1) 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
 - (2) 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
 - (3) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:

- (1) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (2) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (3) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (1) is in writing; and
 - (2) includes the name of the employer and employee; and
 - (3) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (4) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (5) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (1) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (2) if the employer and employee agree in writing — at any time.
- (f) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

40. Consultation Regarding Major Workplace Change

(a) Company to notify

- (1) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes. The affected employees may appoint a representative for the purposes of the procedures in this term.
- (2) Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Company to discuss change

- (1) The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 40(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (2) The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 40(a).
- (3) For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

41. Consultation About Changes to Rosters or Hours of Work

- (a) This clause applies if the Company proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

- (b) The Company must consult with any employees affected by the proposed change and their representatives (if any).
- (c) For the purpose of the consultation, the Company must:
 - (1) provide to the employees and representatives mentioned in clause 41(b) above information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (2) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- (d) The Company must consider any views given under clause 41(c)(2) above.
- (e) This clause 41 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

Signatures

The contents and spirit of this Agreement are endorsed and supported by the employees and management of Austral Construction Pty Ltd.

SIGNATORIES

Signed for and on behalf of Austral Construction Pty Ltd

Name: Aaron Turner
Company Position: Managing Director
Address: 126 Hallam Valley Road
Dandenong
Victoria 3175

Signature:



Date: 17 August 2020

Name: William Hazlett
Address: 126 Hallam Valley Road
Dandenong
Victoria 3175

Authority to Sign: Employee Covered by this Agreement

Signature:



Date: 17 August 2020

SCHEDULE 1

Classification Structure and Wage Rates

WAGE RATES (LABOURERS)

Classification	From 1 July 2020 (\$ per hour)	From 1 July 2021 (\$ per hour)	From 1 July 2022 (\$ per hour)
CWL1 <ul style="list-style-type: none"> • General construction labouring and cleaning duties • Trades assistant or spotter - assists Employees at higher classification levels, including tradesmen • Uses handheld grinding machines • Work of a chainman or surveyors assistant. • Carpenter – Apprentice Adult > 21yrs 	44.99	46.34	47.73
CWL2 <ul style="list-style-type: none"> • Steel fixer • Concreter • Piling Rig Offsider / Spotter • Traffic controller • Storeman 	46.34	47.73	49.16
CWL3 <ul style="list-style-type: none"> • Rigger - Basic • Dogman • Scaffolder - Basic • Pipelayer • Carpenter • Boilermaker/Fabricator – General • Blaster / Painter 	47.84	49.28	50.76
CWL4 <ul style="list-style-type: none"> • Tunneller • Rigger – Intermediate • Scaffolder - Intermediate • Fitter/Mechanic - General • Boilermaker/Fabricator – Trade Qualified 	51.03	52.56	54.13
CWL5 <ul style="list-style-type: none"> • Rigger – Advanced • Scaffolder - Advanced • Special class tradesperson • Boilermaker/Fabricator/Welder Special Class • Diesel Fitter/Mechanic - Specialist • CWL3/CWL4 Skills – Appointed Leading Hand 	53.11	54.70	56.34
CWL6 <ul style="list-style-type: none"> • CWL5 Skills – Appointed Leading Hand 	54.09	55.71	57.38
CWL7 <ul style="list-style-type: none"> • Advanced level of skills • Highly experienced • Appreciation of procedural requirements • Working Foreman – Advanced skills 	55.06	56.72	58.42

WAGE RATES (PLANT OPERATORS)

Classification	From 1 July 2020 (\$ per hour)	From 1 July 2021 (\$ per hour)	From 1 July 2022 (\$ per hour)
CWP3 <ul style="list-style-type: none"> • Forklift Operator • Elevated Work Platform Operator • Truck Driver – General / Alternate Spotter for Mechanical Plant • Roller Operator • Loader Operator - General 	46.44	47.84	49.27
CWP4 <ul style="list-style-type: none"> • Excavator Operator – General • Grader Operator – General • Truck Driver – Road Train • Loader Operator - Trimming • Mobile Crane Operator – Non-Slewing • Mobile Crane Operator – Slewing up to 60 tonne 	48.28	49.72	51.22
CWP5 <ul style="list-style-type: none"> • Excavator Operator – Final Trim • Grader Operator – Final Trim • Dozer Operator • Mobile Crane Operator – Slewing 60-150 tonne • Piling / Drilling Rig Operator – General • Piling Hammer Operator • Barge Operator 	50.08	51.58	53.13
CWP6 <ul style="list-style-type: none"> • CWP5 Skills – Appointed Leading Hand 	51.93	53.49	55.10
CWP7 <ul style="list-style-type: none"> • Tower Crane Operator • Mobile Crane Operator – Slewing in excess of 150t • Piling / Drilling Rig Operator – Specialist Skills • Barge Master • Full knowledge of key plant & equipment • Working Foreman – Advanced Skills 	53.79	55.40	57.06
CWP8 <ul style="list-style-type: none"> • Works on key plant and equipment at a higher level of skill than CWP7; • Exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CWP7; • Implements quality control programs; • Plans complex construction sequencing • Highly experienced with key plant & equipment 	57.38	59.10	60.88

SCHEDULE 2

EMPLOYEE DECLARATION

I, _____, employed by Austral Construction Pty Ltd declare as follows:

I have received, read and understand the non-local employee clause of this Agreement.

My usual place of residence is:

I understand and agree that this declaration shall be the sole determinant of my usual place of residence for the purpose of the Agreement.

When I was engaged or selected for employment on the project, I was at:

(Town or suburb)

I understand that, if I was engaged and selected from the project locality (as defined in the Agreement), I shall have no entitlement, now or in the future, to benefits of the non-local employees clause of the Agreement. This means I shall not be entitled to board and accommodation or living away from home allowance.

I have not been subject to any duress in making this declaration and, in particular, I have not been told to give a local address in order to get a job.

DECLARED this day of 202_

Signature:

Name printed:

Witness signature:

Name printed:



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Austral Construction Pty Ltd
(AG2020/2448)

AUSTRAL CONSTRUCTION PTY LTD ENTERPRISE AGREEMENT 2020

Building, metal and civil construction industries

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 1 SEPTEMBER 2020

Application for approval of the Austral Construction Pty Ltd Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Austral Construction Pty Ltd Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Austral Construction Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Agreement was approved on 1 September 2020 and, in accordance with s.54 of the Act, will operate from 8 September 2020. The nominal expiry date of the Agreement is 31 August 2023.



COMMISSIONER

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