



**ENTERPRISE AGREEMENT  
2023 – 2027**

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## **1. TITLE**

1.1 The title of this Agreement shall be "Robson Civil Projects Pty Ltd Enterprise Agreement 2023 –2027".

## **2. APPLICATION**

2.1 This agreement applies to employees of Robson Civil Products Pty Ltd ABN 62 008 430 939 ("the Company") employed in classifications under this Agreement, in relation to all civil engineering and associated work (including cartage of materials and mechanical repairs) carried out throughout Australia by the Company.

## **3. DATE AND OPERATION**

3.1 This agreement shall take effect 7 days from the date approved by the Fair Work Commission ("FWC") and shall remain in force for 4 years from the approval date.

## **4. REVIEW**

4.1 The parties may commence reviewing the operation of the agreement six months after signing, then at six monthly intervals thereafter. The forum for this review is the Company Consultative Committee.

## **5. COMMITMENT**

5.1 The parties to this Agreement are committed to achieving workplace reform through a broad agenda focused upon two fundamental principles.

(a) Value and personal development of every employee

(b) Continuous improvement through efficiency, safety, productivity, & quality measures.  
Commitment to the above principles shall include developing:

- improved consultative arrangements
- improved forms of work organisation
- greater emphasis upon learning and skill recognition
- better methods of remuneration
- customer/client satisfaction with an emphasis on continuous improvement

## **6. OBJECTIVES**

6.1 The objectives of this agreement are:-

(a) To provide a sound basis for harmonious industrial relations within the Company.

(b) To provide the means by which the Company can introduce significant flexibilities.

(c) To rationalise the benefits paid to employees.

(d) To ensure that a high level of employee productivity, efficiency, morale and commitment is maintained at all times.

- (e) To provide a career structure for all employees based on skills and competencies, and the contribution they make to the Company's performance.
- (f) Eliminate lost time and provide high quality work.
- (g) To promote management practices geared towards matching international best practice standards and aimed at fostering a culture of continuous improvement. To this end all employees agree to actively support and assist in the implementation and development of the Robson Civil Projects Health, Safety, Environment & Quality (HSEQ) System and to participate in this process in whatever capacity may be required.
- (h) To ensure that the parties to this agreement have the flexibility to carry out all civil engineering contract works regardless of the location or nature of the project.

## **7. RELATIONSHIP TO PARENT AWARDS**

7.1 This agreement provides rates of pay and conditions for the employees of Robson Civil Projects Pty Limited and therefore the specific provisions of this Agreement are in lieu of all parent awards and provisions present or future which relate to the same or like matters contained in these awards:

- (a) Building and Construction General On-Site Award 2020
- (b) Manufacturing and Associated Industries and Occupations Award 2020
- (c) Road Transport and Distribution Award 2020

7.2 The parent award provisions are incorporated into this agreement and will apply as varied from time to time:

- (a) In relation to matters which this Agreement specifically indicates should be determined by reference to parent awards, or
- (b) Where there is no provision contained in this Agreement relating to the same or like matters the award will apply.

## **8. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS**

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

8.2 The NES entitlements relate to the following and will apply according to their terms to employees under this agreement as a minimum standard.

- (a) Maximum weekly hours of work
- (b) Requests for flexible working arrangements
- (c) Parental Leave and related entitlements
- (d) Annual Leave
- (e) Personal / Carer's Leave, compassionate leave and family and domestic violence leave
- (f) Community Service Leave
- (g) Long Service Leave
- (h) Public Holidays
- (i) Notice of termination and redundancy pay
- (j) Provision of Fair Work Information Statement and Casual Employment Information Statement
- (k) Casual Conversion

## 9. FLEXIBILITY TERM

9.1 The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - arrangements about when work is performed
  - overtime rates
  - penalty rates
  - allowances
  - 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.

9.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

9.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

## 10. CONSULTATION TERM

10.1 This term applies if:

- (a) The employer 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) The employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

10.2 For a major change referred to in paragraph 10.1(a):

- (a) The employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Subclauses 10.3 to 10.9 apply.

10.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

10.4 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.

10.5 As soon as practicable after making its decision, the employer must:

- (a) Discuss with the relevant employees:
  - The introduction of the change; and
  - The effect the change is likely to have on the employee; and
  - 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:
  - All relevant information about the change including the nature of the change proposed; and
  - Information about the expected effects of the change on the employees; and
  - Any other matters likely to affect the employees.

10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.8 If a term in this enterprise 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 subclauses (10.2 (a)), (10.3) and (10.5) are taken not to apply.

10.9 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

10.10 For a change referred to in paragraph 10. 1 (b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 10. 11 to 10.15 apply.

10.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

10.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion -- provide to the relevant employees:
  - all relevant information about the change, including the nature of the change; and
  - information about what the employer reasonably believes will be the effects of the change on the employees; and
  - 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).

10.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

10.16 In this term:

**"relevant employees"** means the employees who may be affected by a change referred to in subclause 10.1

## 11. CONSULTATIVE PROCESS

11.1 A Company consultative committee has been established by the parties to consult about matters involving changes to the organisation and performance of work within the Company.

11.2 The principal purpose of this committee will be to:

- (a) Facilitate and monitor the implementation of the terms of the Agreement.
- (b) Facilitate the process of workplace reform through consultation.
- (c) Develop, review and advise the organisation on key issues aimed at improving efficiency, performance and productivity of the organisation's business, including but not limited to:

- Work design and organisation
- Best practice methods
- Productivity measures
- Quality systems
- Workplace health and safety systems
- Environmental management systems
- Career planning
- Restrictive work practices
- Problem solving
- Communication of information through the company's newsletter

## 12. HOURS OF WORK

12.1 The ordinary hours of work under this agreement shall be 38 hours per week. Generally, such ordinary hours are worked 8 hours per day between 5.00 am and 7.00 p.m. Monday to Friday; however this may be varied by Agreement between the Employer, and the Employee/s concerned.

12.2 Where varied by agreement between the Employer, and the Employee/s concerned, the spread of ordinary hours of work may be worked:

- (a) Ordinary hours may be altered to include work carried out both on weekdays and on Saturdays and/or Sundays; and
- (b) with up to 12 ordinary hours being worked in one shift. Refer to note below to clarify the purpose of clause.

**Note:** Where work on a Saturday or Sunday is to be counted as ordinary time, employees will receive payment for Saturdays at time and a half (1.5 x the rate applicable to ordinary hours worked on a weekday) for the first two hours prior to 12 noon, and then double time (2 x the rate applicable to ordinary hours worked on a weekday) thereafter, and for ordinary time worked on a Sunday payment will be at double time however the time worked on such Saturday and/or Sunday will count towards ordinary hours for the purposes of accrual for Superannuation and Leave.



Any Saturday or Sunday work that is to be carried out as ordinary time will first be agreed and confirmed in writing between the Employer and employee.

Ordinary hours of work may be averaged over a 4 week cycle.

- (a) No employee of this Company will have their ordinary hours of work or days of work changed by compulsion. Any changes to the spread of hours of work will only occur by agreement and without duress.
- (b) Any such change will only occur after the employee is given a reasonable period of notice as to the agreed arrangements.
- (c) All time worked on a Saturday and/or Sunday where no agreement has been reached, in writing, to have such time be ordinary hours, will be paid as overtime in accordance with 13.3(b) and 13.3(c).

12.3 Where a system of flexible working hours operates, starting and finishing times can be negotiated which provide flexibility for employees but should also ensure service and availability standards are not compromised.

12.4 The following criteria shall be considered in assessing changes to the hours of work of any employees:

- (a) Impact on quality of life, safety and welfare
- (b) Impact on project efficiency, productivity and quality
- (c) Impact on employment levels
- (d) Impact on employees' remuneration

### **13. OVERTIME & WEEKEND WORK**

13.1 Employees will not be permitted to work overtime without prior approval of the employer.

13.2 It is understood that a reasonable amount of overtime, including Saturdays, will be worked. This will vary with work commitments.

13.3 For all time worked in excess of ordinary hours of work as per Clause 12, and where no written agreement exists to have such time be counted as ordinary time, employees shall be paid as follows;

- (a) All time worked after the agreed completion of ordinary hours, shall be paid at time and a half for the first 2 hours, and double time thereafter.
- (b) Overtime worked on a Saturday shall be paid at time and a half for the first 2 hours, and double time thereafter. All hours worked after 12 noon will be paid at double time.
- (c) Overtime worked on a Sunday shall be paid at double time.
- (d) Double time and a half shall apply to hours worked on a public holiday.

13.4 An employee required to work overtime must have at least 10 consecutive hours off duty between the completion of the overtime on one day and the commencement of ordinary hours on the next working day as prescribed in the Company Fitness for Work Standard.

13.5 Both parties acknowledge that every attempt will be made by an employee to give the Company reasonable advance notice in circumstances where they are unable to work on a particular Saturday.

13.6 If any employee is unable to work overtime as a result of personal circumstances, then that employee shall not be disadvantaged or discriminated against.

#### 14. SHIFT WORK

14.1 Where it is necessary that work is performed outside the ordinary hours of work as described in clause 12 of this agreement the following definition of shift work will apply;

- (a) Afternoon shift means a shift which starts after 02.00pm.
- (b) Night shift means a shift which starts after 7.00pm.

14.2 The penalty rates prescribed for all shift work are as listed below;

- (a) Afternoon shift – day shift rates + 25%.
- (b) Night shifts - day shift rates + 50%.

14.3 For the purpose of calculating shift payment of shift work, the entirety of the shift (ie: day/afternoon/night) will be paid where the majority of shift hours have been worked.

14.4 In recognition of the complexities involved in administering such provisions all hours worked will be converted back to ordinary hours for the purpose of making up the ordinary week.

14.5 An employee shall be given at least 48 hours' notice of the requirement to work shift work.

14.6 The parties acknowledge and agree that shift work, with particular reference to split shifts, present circumstances where fatigue management standards must be applied and in so doing prohibit the employer from offering five days of consecutive ordinary hours of work.

14.7 An employee who works fewer than 38 equivalent ordinary time hours in any week due to fatigue management considerations associated with split shifts as per the example in Table 1 below will be paid 38 ordinary hours for that week.

*Table: Example 1*

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<b>Day of the Week</b>	<b>Actual Hours Worked</b>	<b>Plus Overtime Loading</b>	<b>Plus Shift Loading</b>	<b>Total Hours Paid</b>
<b>Monday</b>	8 – day	0	0	8
<b>Tuesday</b>	8 - day	0	0	8
<b>Wednesday</b>	8 - night	0	4	12
<b>Thursday</b>	Rest Break	0	0	0
<b>Friday</b>	8 - day	0	0	8
<b>Total</b>	32	0	4	38 (minimum)

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*Table: Example 2*

<b>Day of the Week</b>	<b>Actual Hours Worked</b>	<b>Plus Overtime Loading</b>	<b>Plus Shift Loading</b>	<b>Total Hours Paid</b>
<b>Monday</b>	10 - night	1	5.5	16.5
<b>Tuesday</b>	10 - night	1	5.5	16.5
<b>Wednesday</b>	10 – night	1	5.5	16.5
<b>Thursday</b>	Rest Break	0	0	
<b>Friday</b>	10 – day	1	Nil	11
<b>Total Hours</b>	40	4	16.5	60.5

14.7 For all shift work performed on a Saturday or Sunday, the normal weekend overtime shall apply in addition to the shift loadings as described in 14.1. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

## **15. SUPERANNUATION**

15.1 Each employee will have superannuation contributions paid into a complying superannuation fund of their choice. Such contribution will be paid at 12% or in accordance with the minimum statutory requirements, which ever is greater, under the Superannuation Guarantee Legislation. If the employee does not have or provide their own superannuation fund, the Employee's super will be paid into a superannuation fund that does have a MySuper product.

## **16. ROSTERED DAYS OFF**

16.1 Where the pattern of ordinary hours is such that rostered days off (RDOs) apply, the following provisions shall apply to the taking of those RDOs.

16.2 In the interest of maintaining Company continuity and productivity, it is agreed by both parties that one of the following options will be selected by each employee covered by this agreement:

### OPTIONS

- 1. TAKEN AS THEY ACCRUE (MONTHLY)**
- 2. BANKED AND LATER TAKEN OR CASHED IN**
- 3. WORKED AND PAID EACH WEEK (PAID FOR 41 HRS NOT 38)**  
[Additional two hours to be paid at time and a half]

16.3 RDO dates that are agreed on may be changed, however such change needs to be acceptable to both Employee and Employer. All RDO dates must be agreed on not less than two weeks and not more than twelve months in advance or as mutually agreed by both parties.

16.4 No more than thirteen (13) RDO's can be banked at any one time. Where an employee has inadvertently accrued more than 13 RDOs, they shall be notified and will be required to provide their option for dispensing with the excess number of RDOs within a reasonable time frame.

16.5 Any employee who chooses to be paid for all hours worked each week (as per Option 3) may be required to take a day off without pay or take annual leave on the four RDOs following long weekends (being Easter, Queens Birthday, Labour Day and during the Christmas period). The parties acknowledge that there may be occasions where employees may be required to work on these particular days.

- 16.6 RDO's may be taken or banked as they accrue. They can be taken in or added to holiday periods at mutually agreed times between the employee and employer. RDO's may only be taken in whole days.
- 16.7 With the exception of the four days allotted after a long weekend, all RDO's must be approved by the employer. Such approval will be subject to the amount of notice provided and operational requirements at the time.
- 16.8 Any banked RDO's may be cashed out at any time in which case they will be paid at a rate of time and a half.
- 16.9 During times of business downturn or inclement weather, any employee who contacts management by 7.00 am and elects to take an RDO on that particular day will have that RDO (subject to employer approval) paid at time and a half. This additional payment is in recognition of the employee's co-operation and flexibility during difficult times.
- 16.10 Should Robson Civil Projects' employees be engaged on sites not controlled by Robson Civil Projects as either sub-contractors or plant hire, then the RDO policy of the site may be adhered to by those engaged on that site.

## **17. CLASSIFICATION STRUCTURE**

**Note:** The principal philosophy regarding promotion into higher classifications is that where vacancies become available, candidates will be sought internally in the first instance. Where no suitable candidate is identified and accepts the promotion, the Company may seek to employ individuals with the required skills from an external source.

The Company is committed to the ongoing skill development and training of its employees so that in most instances promotions into higher classifications will naturally take place from within the Company.

- 17.1 All Robson Civil Projects' employees will be classified as per the Robson Civil Projects' Skills Matrix. (Refer Appendix A, B & C) The matrix is based on skills, experience, knowledge and type of machine an employee may be operating.
- 17.2 Movement upward into a higher classification will be determined by these two factors;
- (a) The employee's ability to perform tasks and be competent in specific areas of work as detailed in the skills matrix
  - (b) The employer's need for employees at the higher level of the classification
- 17.3 The employer reserves the right to fix the number of employees required by the business at the higher classification levels. Principally this will be determined by the workload demands, nature of the work and number of employees within the company at any given time.
- 17.4 The fact that an employee coming into the Company had previously been employed elsewhere at a higher classification than they have been employed by the Company to undertake does not oblige the Company to pay that employee at the rate of the higher classification. The employee will be paid at the rate specific to the classification appropriate to the work that the employee has been engaged to perform.
- 17.5 An employee may be demoted resulting from poor performance and an inability to achieve the expected performance results and/or demonstrate competency in completing allocated work.
- (a) The demotion will take effect only after the employee has been given the opportunity with performance improvement objectives to attain competency and performance

expectations. Failure to meet set improvement objectives in the set time frame will result in a demotion to a classification level most reflective of the employee's competence and ability.

- 17.5 The company is committed to providing internal training mechanisms to support the transition and articulation for all employees through a dedicated learning and development specialist.

## **18. INCLEMENT WEATHER**

- 18.1 The parties agree that a responsible approach shall be taken to inclement weather. This means that work will continue unless the employer and the employees agree that it is either not reasonable or not safe for employees to continue working.
- (a) The employees on any inclement weather affected site or section of a site can be transferred to another site or section of a site for productive work.
  - (b) Management will take a reasonable approach when requiring employees to transfer from site to site. This shall include giving consideration to the distance to be travelled and the time of day. Management maintains the right to make the final decision as to when the transfer of employees from site to site is appropriate.
- 18.2 Should the transfer be inappropriate those employees directly affected by the inclement weather may be required to perform maintenance and/or safety skills development or training sessions as directed by Management.
- 18.3 When scheduled to work on a Saturday, all employees must contact their Supervisor if there is any doubt about weather conditions. The Supervisor will direct the employee to attend the site, or will direct the employee to remain at home. No employee shall make the assumption that inclement weather will preclude commencement of work, and not report for duty.
- 18.4 A common sense approach will be adopted by both parties where employees are required to work at distant locations and the possibility of wet weather may have occurred.
- 18.5 Where the Supervisor has not contacted the employee to advise of site conditions and where the employee is unable to contact the Supervisor to obtain such direction the employee must contact Management for a solution as contained in this Clause.
- 18.6 In circumstances, excluding Saturdays, where an employee arrives as directed by the Supervisor to a wet weather affected site and the Supervisor deems that no further work can proceed due to the conditions and Clause 18.2 does not apply or there is no other work available at another site within a reasonable distance, then the affected employees will be sent home. The affected employees shall be paid 8 hours ordinary wages.
- 18.7 The Supervisor is responsible for deciding whether the employees may leave the site due to the weather conditions. The employee does not have the authority to make that decision.
- 18.8 Employees bound by this agreement will receive unlimited entitlements for ordinary time lost through inclement weather. In recognition for the unlimited wet weather entitlements employees agree to a minimum payment in circumstances of inclement weather on Saturdays of one and a half hours at Saturday rates which will include fares and travel allowance as per Clause 27 of this Agreement.
- 18.9 No employee will be forced to take an RDO or Annual Leave as a result of inclement weather though it is viewed as a co-operative and mutually beneficial outcome for both parties when an employee elects to do so.

18.10 In recognising an employee's willingness to use an RDO or annual leave day in times of inclement weather, the Company will pay that day at time and a half. Annual Leave Loading will apply to the ordinary time component of the annual leave day.

18.11 An employee working at a distant location who elects to take Annual Leave or an RDO as a result of inclement weather will maintain their entitlement to distant work accommodation provisions subject to them remaining at that distant location.

## **19. HEALTH, SAFETY, ENVIRONMENT & QUALITY**

19.1 Robson Civil Projects recognises the obligations it has to:

- ✓ ensure the health and safety of all employees and other persons within the workplace
- ✓ complete projects on time and within budget, and to meet quality requirements of clients
- ✓ manage works to minimise the impact on the environment

(a) It is agreed that there will be an ongoing commitment to the management and improvement of its Health, Safety, Environment & Quality (HSEQ) policies and programs.

19.2 To achieve and meet these commitments, Robson Civil Projects employees will be required to understand that they have a role to play and that all are committed to doing their part to enable Robson Civil Projects to effectively manage its responsibilities.

19.3 Robson Civil Projects has an integrated Health, Safety, Environment and Quality Management System based on International Standards AS/NZS 4801, AS/NZS 9001, and AS/NZS 14001 and parties to this agreement agree that all employees will undergo training and awareness of HSEQ methods, procedures, and practices to be implemented for the life of the agreement.

19.4 On all projects there shall be a strict compliance by employees with all Acts and Regulations, the Company HSEQ policies and the implementation of Industry Codes of Practice. Failure to observe and adhere to these requirements will result in the "Performance Management" of the relevant employee.

## **20.0 PERSONAL PROTECTIVE EQUIPMENT**

20.1 The employer will replace any PPE item no longer suitable as a result of normal wear. Careless loss or damage of such items or equipment while in the possession of the employee may require the employee to bear the cost of replacement.

20.2 At termination of employment employees must return all property as defined in the register belonging to the employer, irrespective of its condition or age.

20.3 All employees must, while at work on any given day, have with them all safety gear items, articles of clothing and equipment required for the work to be performed by the employee on that day. An employee will not be permitted or entitled to commence paid work until they have with them all such items, clothing and equipment.

20.4 In the instance an employee does not have with them all the necessary items to commence work, they will be required to return home and collect the necessary items for productive and safe work.

(a) The time spent travelling to collect such items will be unpaid. Should that employee remain absent from work on that day then this will be deemed as an act of misconduct and may lead to Performance Management measures being taken.

## **21. LOSS OF LICENCE / TRAFFIC INFRINGEMENT FINES**

- 21.1 The Company insists on Safety in the workplace and encourages the same on public roads and amenities. This clause will apply to all employees of the Company who drive a company vehicle.
- 21.2 Lawful operations and cautious driving of vehicles is expected of all employees. Breaking of road rules and loss of drivers' licence points affects both the safety of employees and the performance and productivity of the Company.
- (a) Therefore any employee who has their licence revoked / suspended must notify Company management immediately and cease to drive the company vehicle immediately.
- 21.3 Payment of traffic infringement notices will be the sole responsibility of the employee in charge of the vehicle unless it can be demonstrated that the circumstances were beyond the employee's control. In the case where the infringement was committed by a third party the employee must provide to management the name of the third party and the third party's acceptance of such.
- 21.4 This Clause is aimed to protect not only the financial position and production of the Company, but also to ensure that no employee of the Company is in the position where they can be made liable for damages by being the unlicensed driver of a company vehicle.

## **22. INJURY & INCIDENT REPORTING**

- 22.1 All injuries, illnesses and/ or involvement with incidents including but not to limited safety incidents (including near misses and dangerous events), no matter how minor, are to be reported to a Supervisor or the Safety Manager immediately.
- 22.2 An injured or ill person must not leave their place of work until authorised by their Supervisor.

## **23. PAY INCREASES**

- 23.1 Employees will receive an increase to their base hourly rate at ratification of this agreement and at 12 monthly intervals during the life of the Agreement as prescribed in Appendices A1, B1 & C1.
- 23.2 Both parties agree that the hourly rates of pay outlined in Appendix A1, B1 & C1 shall not, at any time, fall below their applicable parent awards.

## **24. TERMINATION OF EMPLOYMENT**

- 24.1 At commencement of employment with the Company employees will be issued in addition to this Agreement with the company Code of Conduct which will outline the conduct, behaviour and protocol expected of employees. This Code of Conduct does not form part of this agreement and may be varied from time to time. Where it is varied employees will be given notice of any changes.
- 24.2 Generally, continuity of employment will be determined by a number of factors including, but not limited to compatibility with the Company ethics and values, adherence to the set protocol, the availability of work, suitability to task(s) and work performance.
- 24.3 The Company may dismiss or stand down an employee after a thorough investigation as outlined in the company Performance Management program has been conducted for reasons of but not limited to: misconduct, wilful disobedience, pilfering, refusal of work and being under the influence of alcohol,

drugs and other prohibited substances. If an employee is stood down for the purpose of an investigation, that employee will be paid at their ordinary rate of pay during the stand down period.

24.4 In the event of termination the Company will provide the following periods of notice or equivalent pay to the employee(s) affected as prescribed in the National Employment Standards (NES):

**Table A:**

<b>Service</b>	<b>Notice</b>
<b>Up to One year</b>	One week
<b>One to Three years</b>	Two weeks
<b>Three to Five years</b>	Three weeks
<b>Five years plus</b>	Four weeks

- (a) The period of notice or payment in lieu is increased by one week if the employee is over 45 years old and has completed at least two (2) years continuous service with the Company.
- (b) Notice as set out above shall not apply in cases of dismissal for serious misconduct, nor to employees engaged on a casual basis, for a specified term or specified task.

24.5 Employees who resign are required to give equivalent notice, except for the additional week applicable to those over 45. If an employee fails to provide the required period of notice, the Company may withhold monies equivalent to the value of the employee's remuneration for the number of days for which proper notice was not given by the employee.

## **25. QUALIFICATION PERIOD**

25.1 The qualification period of employment is 6 months. It is a time to assess the employee's ability to work with the Company Enterprise Agreement and their ability to work with the Company's requirements, expectations, and standards, including but not limited to policies, procedures, and job description.

25.2 During this qualification period, the company may review an employee's Classification and increase or decrease the grade and relevant payment classification after consultation with the employee to ensure the employee's competencies meet the grade expectations.

## **26. MEDICAL EXAMINATIONS**

26.1 Employees covered by this Agreement will attend medical examinations paid for by the Company if such medical exam has been requested by the Company. The examinations will be carried out by medical practitioners nominated by the Company.

26.2 All new employees will be required to attend a medical examination prior to commencing work with the Company and on-going medical's as required.

26.3 Such examinations may be required more frequently as circumstances require.

26.4 The results of all medical examinations made available to the Company are to be treated with strict confidence by the Company.

26.5 Employees are required to ensure they meet the requirements of these medical's and if required a Medical Management Plan to ensure their fitness for work.



## **27. TRAVEL**

- 27.1 A daily fares allowance of the amount prescribed by the Parent Award shall be payable to Construction Workers for each day worked to compensate for excess fares and travelling time to and from their place of work.
- 27.2 In addition to the above clause, Construction Workers shall be paid an amount of \$0.35per km to compensate for travelling costs to, between and from work sites. The distance used in calculating the amount payable for travelling to and from work sites shall be the most direct route measured from the main Local Government Office of the Municipality in which the employee resides, with a minimum amount payable of \$10.00 per day.
- 27.3 The above stated allowance in Clause 27.1 and Clause 27.2 shall not be payable if the Company provides or offers to provide a company vehicle or transport free of charge to employees to travel to and from their place of work, or when any employee is requested to report to a fixed establishment.
- 27.4 The allowance stated in Clause 27.1 and Clause 27.2 is not payable on RDO's, Sick Leave, Annual Leave or Public Holidays.

## **28. DISTANT WORK**

- 28.1 Distant work is work located at such a distance from the employee's home that it is not reasonable for them to be required to travel to and from the work location from home each day. Both parties agree that consultation between the Company and employees will take place in determining what is reasonable to consider a distant location. Determining factors will include the distance from the site to the employee's residence and where fatigue may compromise the safety of the employee in returning home within an acceptable timeframe.
- 28.2 It is acknowledged by the parties that the Company is under no obligation to offer distant location work to current employees. Whilst the Company may intend to use current employees on distant projects, the contractual obligations relevant to the use of local labour and the Company's competitiveness will be the determining factors.
- 28.3 The Company recognises the need for employees to spend quality periods of time away from distant work locations and in doing so will assess each distant job individually with a view to introducing alternative working hours / shifts.
- 28.4 All employees working at distant locations must observe Company protocol while they are representing the Company. Policies relating to conduct and behaviour must be adhered to at all times. Failure to do so will result in Performance Management of the employee.

Where an employee is required to perform distant work on a project and therefore is required to temporarily relocate away from their usual place of residence, the employer shall either provide accommodation or reimburse the employee up to a maximum of \$300/week for accommodation costs (an amount which may be increased where there are extenuating circumstances) and provide all meals or in lieu thereof pay a taxable meal allowance of \$63/day respectively.

- 28.5. Work on remote sites which are located outside the Company's usual work regions of Sydney, Central Coast, Newcastle, and Hunter Valley will be assessed on a case by case basis and in consultation with the consultative committee for determination as to whether further compensation measures need to be applied.
- 28.6. Both parties agree that no employee should be financially disadvantaged as a result of working on distant locations. By consultation with the consultative committee there will be a determination as to whether further compensation measures need to be applied to those already set in this agreement.

## Travel to Distant Work Locations

- 28.7 Employees shall be paid at ordinary rates for the forward and backward Journey travelled from their usual place of residence to the distant site at commencement and completion of their involvement in the project.
- 28.8 Where employees are required to provide their own vehicle for the purpose of transportation for the forward and return journey from a distant site they will be paid a travel allowance of \$0.35 for each kilometre travelled. Where practical / possible, the Company may provide employees with company vehicle transport for the forward and return journey from a distant site. The most direct route measured from the main Local Government Office of the Municipality in which the employee resides and applicable distant work project shall be used when determining the number of kilometres for the purpose of calculating this allowance.
- 28.9 Construction Workers will be compensated for fares and travel allowance whilst living away. The travel allowance will be calculated from an employee's designated accommodation to the site and return.

## Remote Travel Home Allowance

- 28.10 If a Remote project is continuing and the project manager approves return home on a weekend or other break in the work schedule, the Company must pay the employee the amount specified in the table below as a contribution to the cost of a return trip, unless the Company provides a vehicle or other means of transport.

Project site < 250km from usual residence	nil
Project site > 250km from usual residence	\$80.00
Project site > 400km from usual residence	\$160.00

- 28.11 If an employee works six (6) days and decides not to travel home on the seventh (7<sup>th</sup>) day due to distance, where the project site is over 250km from their usual residence, the Company must pay the employee an additional day meal allowance of \$63.
- 28.12 Fuel truck employees will be paid \$15 per day allowance.

## 29. MEAL INTERVALS and ALLOWANCE

- 29.1 Employees on daywork are required to adhere to the following times for meal breaks;

Break	Time	Compensation	Commencement
<b>Morning Tea</b>	20 minutes	Paid	9.30am [ generally]
<b>Lunch</b>	30 minutes	Unpaid	1.00 pm [ generally]

Note Fatigue Management Regulations may necessitate an amendment to this clause.

- 29.2 It is understood by both parties that scheduling of meal times can be varied depending on the size, nature, and location of the project.

29.3 Employees working on a Saturday are entitled to one (1) paid break of 30 minutes at overtime rates with their shift finishing at their "actual" finishing time. This 30 minute break will generally commence at 10.00 am.

29.4 An employee who is required to work for more than eleven and a half (11.5) paid hours on site (excluding unpaid meal break in clause 29.1) in a single shift shall be paid a for a 30 minute lunch break to meet the cost of a meal and in lieu of the crib break prescribed in the award.

29.5 29.4 does not include hours travelling in a company vehicle to or from a site/depot.

### **30. PICNIC DAY**

30.1 Employees will be afforded a paid day off to be known as Picnic Day each year. Picnic Day shall be treated as a day off without loss of ordinary pay, which is additional to public and other holidays under the NES. The Picnic Day will apply to a date to be mutually agreed upon between the Company and the employees. Under normal circumstances this date will fall within the Company's annual Christmas shutdown period.

### **31. COMPANY POLICIES**

31.1 All employees will be bound by Robson Civil Projects' Policies and Procedures as varied from time to time. Employees are required to become familiar with these. Such policies and procedures are not incorporated into this Agreement.

31.2 Every employee is required to observe the guidelines established and to show commitment to the Company in return for its commitment to them. The personal conduct of employees should be consistent with expected behaviour in accordance with Company values.

### **32. ANTI DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITIES & SEXUAL HARASSMENT**

32.1 Everyone at Robson Civil Projects acknowledges the legal obligation to comply with sex discrimination and anti-discrimination legislation. The Company expects that everyone will comply with the policies it has in place from time to time in connection with that legislation. However, such policies are not incorporated into this Agreement.

### **33. RATES OF PAY / ALLOWANCES**

33.1 The wage rates and allowances to be paid under this agreement shall be in substitution for all wage, allowance and special rate entitlements of the following awards;

- (a) Building and Construction General On-Site Award 2020
- (b) Manufacturing and Associated Industries and Occupations Award 2020
- (c) Road Transport and Distribution Award 2020

No further allowances contained in the parent awards will apply unless they are specifically provided for in this agreement.

### **34. REDUNDANCY**

34.1 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the

termination of employment of the employee. Redundancy payments will not be provided where any of the following apply:

- (a) The employee's service is less than 12 months;
- (b) The Employer transfers the Employee to a related company and ensures continuity of service;
- (c) Employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty,
- (d) The Employee would not be entitled to receive redundancy pay under the National Employment Standards;
- (e) The Employer obtains other, acceptable employment for the Employee within the business;
- (f) The Employee is a Casual Employee;
- (g) The Employee is engaged for a specific period of time or for a specific task or tasks.

34.2 In situations of redundancy the following severance provisions will be payable in accordance with the NES together with the notice of termination provisions as set out in this Agreement. These provisions are paid in place of any redundancy provisions contained in a parent Award;

**Table B.**

<b>Years of Service</b>	<b>Severance</b>
<b>1 to 2</b>	4 weeks
<b>2 to 3</b>	6 weeks
<b>3 to 4</b>	7 weeks
<b>4 to 5</b>	8 weeks
<b>5 to 6</b>	10 weeks
<b>6 to 7</b>	11 weeks
<b>7 to 8</b>	13 weeks
<b>8 to 9</b>	14 weeks
<b>9 to 10</b>	16 weeks
<b>10 +</b>	16 weeks

34.3 Should retrenchments become necessary the operational requirements of the business, along with the diligence, ability, skill and overall work performance of employees will be taken into account.

34.4 Personal/Carer's leave will not be paid out on termination.

### **35. PERSONAL/CARERS LEAVE**

35.1 Paid personal/Carers Leave accrues, for employees other than casuals, at the rate of ten (10) days for each year of service for full-time employees. For part-time employees, paid personal leave will be provided on a pro-rata basis.

35.2 Personal/Carers leave may only be taken in the following circumstances;

- (a) The employee is sick (Sick Leave); or
- (b) The employee is responsible for the care of an immediate family member or a member of their household (Carer's Leave).

- 35.3 Personal/Carers leave shall accumulate from year to year, other than in the case of casuals, so long as employment continues with the employer.
- 35.4 Unless previously notified, when an employee is unable to attend work due to illness or injury they shall telephone or, if unable, have someone telephone Management to advise of their inability to attend work and advise of the likely extent of their absence by 7.00 am that working day or in extraordinary / emergency situations as soon as practicable.
- (a) Texting and voice mail messages about intended absence are not an acceptable form of notification. An employee that texts or leaves a voice message about an intended absence will be deemed to not have provided notification.
  - (b) The employee is responsible for making proper contact by speaking directly with the relevant supervisor or manager.
- 35.5 Any employee absent from work either preceding or following a weekend, an RDO, Public Holiday, Annual Leave or any other form of leave for one day or more will be required to produce a medical certificate which states that the employee was unable to attend for duty on account of personal illness or injury.
- 35.6 Where an employee is absent from work due to illness on two or more consecutive days then that employee must provide a Medical Certificate on the next day back at work.
- 35.7 An employee is entitled to take four (4) single days off work without the need for a medical certificate, however after the last single day off work without a medical certificate that employee must provide a certificate for each subsequent day off. This clause will remain in force only in the instance where clause 35.5 does not apply.
- 35.8 In the case of Carer's Leave an employee shall establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another.
- 35.9 Robson Civil Projects is genuinely concerned for the health and well-being of its employees and on that basis intends to work with and assist those employees that take excessive / systematic absenteeism by seeking an employee's consent to discuss their condition with their respective medical provider.
- 35.10 This arrangement will allow the Company to ensure that the illness / disability does not have serious implications for the employee to work safely & that co-workers will not be exposed to injury or illness. Additionally, it will ensure that the employee is provided with adequate support during a time of need.

## **36. COMPASSIONATE LEAVE**

- 36.1 An employee, other than a casual, will be entitled to two (2) days compassionate leave without deduction of pay on each occasion of the death or serious illness/injury (life threatening) of the employee's immediate family or household member (subject to satisfactory proof) of a person prescribed in Clause 36.2.
- 36.2 For the purpose of Clauses 35 and 36 the term **immediate family** includes:
- (a) a spouse, child, parent, grandparent, grandchild, or sibling of the employee;
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

'Spouse' includes a former spouse; a de facto spouse, or a former de facto spouse. 'De facto spouse' is defined as a person who lives with the employee as the employee's husband or wife on a genuine domestic basis although not legally married to the employee. 'Child' includes an adopted child, a stepchild, an ex-nuptial child, or an adult child.

### **37. ANNUAL LEAVE**

37.1 Annual leave shall apply under the NES to employees other than casuals.

37.2 Principally the Company remains committed to its "Annual Leave Policy" which promotes the taking of annual leave for the purpose of rest and recreation.

37.3 Employees under this agreement may cash out an agreed amount of accrued annual leave provided:

- (a) The preserved amount of no less than 4 weeks of accrued annual leave remains after the cashing out of leave has taken place, and
- (b) Each cashing out of a particular period of annual leave is subject to agreement in writing between the employer and the employee, and
- (c) The employee will be paid the full amount they would have received had the period been taken as leave.

37.4 Annual leave shall accrue at the rate of four (4) weeks annual leave for each year of service.

37.5 Annual Leave loading will paid in accordance will applicable Parent Award Provisions.

37.6 Where an individual employee makes a request to the Company to take accrued annual leave (even for a single day), they shall complete an "Application for Leave" form providing the Company with at least four (4) weeks' notice prior to the intended date of such leave taking place, other than in cases of emergency. All annual leave taken must be approved by the Company prior to commencement.

37.7 The Company usually closes down for a specified period during the Christmas season, and employees will be notified of actual closure dates no later than four (4) weeks before the closure date. Notwithstanding, contractual obligations will be paramount in determining an individual employee's return to work. If an employee does not have sufficient accrued annual leave to cover this period they may be required to take leave without pay during any period of the scheduled Christmas closedown for which they do not have sufficient accrued annual leave.

37.8 If an employee has less than twelve (12) months service, annual leave entitlements will be paid on a pro-rata basis.

37.9 The Christmas season closure will be a strong consideration when approving or declining an employee's request to cash out annual leave entitlements. Loading in accordance with the parent award will be paid on cashed out annual leave.

### **38. FAMILY & DOMESTIC VIOLENCE LEAVE**

38.1 Employees are entitled to paid family and domestic violence leave in accordance with the terms of the National Employment Standards.

### **39. PARENTAL LEAVE**

- 39.1 Paid Parental Leave is available as per the NES to Permanent Part-Time or Full-Time Employees of the Employer who have completed twelve (12) months of continuous service for new-born babies or adopted children under five (5) years old.
- 39.2 The Employee will also be entitled to an additional 12 weeks of Top-Up pay. Terms and conditions will apply, refer to the Employer's current Paid Parental Leave Policy in the Staff Handbook.

### **40. ABANDONMENT OF EMPLOYMENT**

- 40.1 Where an employee is absent from their place of work for a continuous period of three (3) working days without either notifying or the consent of the Company and without a satisfactory explanation, the employee shall be deemed to have abandoned their employment. In such circumstances the Company may take the employment as terminated with effect upon the end of the last day worked or for which the employee was absent on approved leave.

### **41. SETTLEMENT OF DISPUTES**

- 41.1 The parties recognise that one of the aims of the agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. The most effective procedure is for the responsibility and resolution to remain as close to the source of the dispute as possible. To this end the following processes are agreed.
- 41.2 In the event of a dispute relating to the provisions of this agreement occurring or the National Employment Standards, the following processes are agreed;
- (a) An employee and the Employer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
  - (b) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee or employees and relevant supervisors.
  - (c) If discussions between employee or employees and the relevant supervisor fail to resolve the dispute, the employee or employees and more senior levels of management may try to resolve the dispute.
  - (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
    - Fair Work Commission may deal with the dispute in 2 stages:
      - (i) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
      - (ii) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
        - (a) arbitrate the dispute; and
        - (b) make a determination that is binding on the parties.

41.3 Any decision or outcome that is made in any arbitration or appeal must be consistent with the Code for the Tendering and performance of Building Work 2016, or if it is replaced, any successor Code.

Such decision or outcome must also be consistent with the *Fair Work Act 2009* and all applicable legislation and must be consistent with the New South Wales Industrial Relations Guidelines: Building and Construction Procurement July 2013, updated September 2017, or its successor.

41.4 While the parties are attempting to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - the work is not safe; or
  - applicable workplace health and safety legislation would not permit the work to be performed; or
  - the work is not appropriate for the employee to perform; or
  - there are other reasonable grounds for the employee to refuse to comply with the direction.

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

41.6 Both parties acknowledge that this clause in no way removes the right of either party to seek & nominate representation in the resolution of a dispute relating to the provisions of this agreement.

## **42. CASUAL EMPLOYMENT**

42.1 Casual employees are employees engaged as such. A casual employee shall be paid for a minimum of four (4) hours. Termination of employment shall be by one (1) hours' notice or by payment or forfeiture as the case may be.

42.2 An employee may be employed as a casual employee for an unlimited period of time if agreed between the employer and employee.

42.3 A casual employee for working ordinary time shall be paid 125 per cent of the hourly rate prescribed by the employee's classification. The additional 25 per cent casual loading is to compensate for not receiving leave benefits.

42.4 Where the relevant penalty rate is time and a half, the casual employee shall be paid 175 percent of the hourly rate prescribed by the employee's classification.

42.5 Where the relevant penalty rate is double time, the casual employee shall be paid 225 per cent of the hourly rate prescribed by the employee's classification.

42.6 The loadings on the rates payable to casual employees under this clause are in lieu of any entitlements to paid leave, notice (other than as set out at 41.1) and redundancy, and in recognition of the casual nature of the engagement.



### **43. TRAINING**

43.1 The parties to this agreement recognise that in order to increase the productivity and efficiency of the Company a greater commitment to training and skill development is required.

43.2 Accordingly the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce.
- (b) Providing employees with career opportunities through appropriate training to acquire additional skill as required by the Company.
- (c) Promoting the greatest possible use of all of the skills which an employee has acquired.

43.3 To facilitate the above objectives the Company shall, in co-operation with the Consultative Committee and by consultation between the Company and employees, develop a training program consistent with the needs of the employees in the context of:

- (a) The current and future skill needs of the Company.
- (b) The size, structure and scope of the activities of the Company.

43.4 In further demonstration of the Company's ongoing commitment to employee training and skill development, any permanent employee wishing to obtain either a truck licence or plant ticket will have 50% of the cost reimbursed by the Company.

Note: Clause 42.4 will only apply in circumstances where an employee's licence or ticket is a requirement of their position and of the Company.

43.5 Where an employee resigns within six months of undertaking training for which the fees, course costs or licence cost has been paid or reimbursed by the Company, whether the course is completed or not, the employee may be required to reimburse any such fees or costs to the Company.

### **44. DRUG & ALCOHOL TESTING**

44.1 Robson Civil Projects is committed to providing a safe and healthy work environment. This commitment extends to protecting the health and safety of all employees, and others who may be placed at risk due to misuse of drugs or alcohol. We recognise that people affected by alcohol and/or drugs are a safety hazard to themselves and all others present in the workplace.

44.2 Where there is a risk to health and safety from drug or alcohol misuse, effective control strategies will be implemented.

44.3 Control strategies will focus on safety and job performance and will be implemented in conjunction with Robson Civil Projects Employee Assistance Program.

44.4 The Drug & Alcohol Policy will form part of employee inductions. Such Drug & Alcohol Policy is not incorporated into this Agreement.

44.5 Employees are encouraged to report drug and alcohol problems that could present safety risks.

44.6 Where an employee is suspected to be under the influence of drugs and alcohol during working hours, the Company reserves the right to test that employee.

44.7 All employment applicants will have drug & alcohol screening as part of the recruitment practice.

## **45. COMPANY UNIFORMS AND COMPANY PROPERTY**

- 45.1 Each employee will be eligible for issue of a full set of Company Uniform after the Qualifying Period of 6 months has been met.
- 45.2 Employees will be provided with new articles of uniform items to replace those aged through general wear and tear.
- (a) The employer will replace any item after normal wear but if lost or damaged while in possession of the employee, the cost of replacement may, at the discretion of the employer, fall upon the employee.
- 45.3 Company uniforms, when issued, must be worn by employees whilst at work and when representing the Company.
- 45.4 All of the items supplied by the employer remain the property of the employer but are the responsibility of the employee.
- 45.5 In the event of termination or retirement of an employee, any uniforms bearing the logo of the Company must be returned to the Company by the employee.
- 45.6 Where an individual who has been issued with the required uniform and is found not to be wearing the uniform on the job then such employee shall be counseled by the supervisor. Further infractions in relation to the wearing of the Company uniform may result in the individual being required to show cause why that individual should not have their employment terminated.
- 45.7 On termination of their employment, employees must return all Company property to the employer.

## **46. TRAINEESHIP**

- 46.1 Employees engaged under the Civil Operations Traineeship will be paid in accordance with Clause 19 and Schedule D of the Building and Construction General On-Site Award 2020.

## Parties' Signatures

Name	Address	Capacity	Signature	Date
<b>Signed on behalf of the employer, Robson Civil Projects Pty Ltd:</b>				
Grant Robson	1280 Pacific Hwy, Somersby NSW 2250	Managing Director	DocuSigned by: Grant Robson 31EE7FED87EE4D8...	7/12/2023
Greg Ferguson	1280 Pacific Hwy, Somersby NSW 2250	Operations Manager	DocuSigned by: Greg Ferguson DCEB0D61B50F402...	7/12/2023
The above signatories are authorised by the Company to sign this agreement on its behalf				
<b>Signed on behalf of the employees:</b>				
Ben Jensen	1280 Pacific Hwy, Somersby NSW 2250	Employee Elected Representative	DocuSigned by: Ben Jensen F4A756D5049E481...	7/12/2023
Malcolm Beattie	1280 Pacific Hwy, Somersby NSW 2250	Employee Elected Representative	DocuSigned by: M Beattie 7BDC42F5DFF145B...	8/12/2023
Wayne Burke	1280 Pacific Hwy, Somersby NSW 2250	Employee Elected Representative	DocuSigned by: Wayne Burke 65DDB10925EC465...	7/12/2023
Casey Bates	1280 Pacific Hwy, Somersby NSW 2250	Employee Elected Representative	DocuSigned by: Casey Bates 53C27896A72646B...	8/12/2023
Simon Shore	1280 Pacific Hwy, Somersby NSW 2250	Employee Elected Representative	DocuSigned by: Simon Shore 3ACE47F6C1B4449...	7/12/2023
Jason Linton	1280 Pacific Hwy, Somersby NSW 2250	Employee Elected Representative	DocuSigned by: Jason Linton 3601CAE0F8734EF...	7/12/2023

**APPENDIX "A"**  
**ROBSON CIVIL PROJECTS PTY LTD**  
**CONSTRUCTION WORKER – CLASSIFICATION STRUCTURE**

<p><b>Construction Worker Apprentice Year 1</b></p>	<ul style="list-style-type: none"> <li>• Inexperienced entrant into the Civil Construction Industry</li> <li>• Currently participating in Year 1 of an apprenticeship</li> <li>• Current Drivers license (where eligible)</li> <li>• OH&amp;S Industry Induction</li> <li>• Company Induction – Health/Safety/ Quality/Environment (HSEQ)</li> <li>• Performs general maintenance and housekeeping of the workshop</li> <li>• Basic teamwork skills</li> <li>• Exercises basic communication skills</li> <li>• Working under continual / direct supervision</li> <li>• Follows direction of supervisor</li> <li>• Completes requirements of training</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> <li>• An employee (apprentice) at this level will be undergoing training / mentoring in preparation for Year 2 of their apprenticeship</li> <li>• Will undergo ongoing Performance Reviews</li> <li>• Has achieved accreditation to progress to Year 2 of apprenticeship</li> </ul>
<p><b>Construction Worker Apprentice Year 2</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Construction Worker – Apprentice Year 1</li> <li>• Currently participating in Year 2 of an apprenticeship</li> <li>• Performs basic / routine civil construction requirements under supervision</li> <li>• Demonstrates an improved awareness and responsibility toward HSEQ</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> <li>• An employee (apprentice) at this level will be undergoing training / mentoring in preparation for Year 3 of their apprenticeship</li> <li>• Will undergo ongoing Performance Reviews</li> <li>• Has achieved accreditation to progress to Year 3 of apprenticeship</li> </ul>
<p><b>Construction Worker Apprentice Year 3</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Construction Worker – Apprentice Year 2</li> <li>• Currently participating in Year 3 of an apprenticeship</li> <li>• Working under regular supervision / direction either individually or in a team environment</li> <li>• Ability to organise own work (minor)</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> <li>• An employee (apprentice) at this level will be undergoing training / mentoring in preparation for working independently as a Civil Construction Worker</li> <li>• Has achieved accreditation to progress to Civil Construction Worker</li> </ul>
<p><b>Construction Worker Level 1</b></p>	<ul style="list-style-type: none"> <li>• OH&amp;S Industry Induction</li> <li>• Company Induction – Health/Safety/ Quality/Environment (HSEQ)</li> <li>• Basic teamwork skills</li> <li>• Basic communication skills</li> <li>• Training in the use of tools, including but not limited to; <ul style="list-style-type: none"> <li>Jack hammer</li> <li>Quick cut saw</li> </ul> </li> </ul>

	<p>Hand compaction tools Power tools <b>AND/OR</b></p> <ul style="list-style-type: none"> <li>• Training in the operation of plant and equipment requiring constant supervision and direction – equipment includes but is not limited to; Dump truck Rollers Water trucks</li> <li>• Checking of levels with tape and spirit level</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> </ul> <p><i>An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 2.</i></p>
<p><b>Construction Worker Level 2</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Construction Worker Level 1</li> <li>• Fully competent operation of tools, including but not limited to; Jack hammer Quick cut saw Hand compaction tools Power tools</li> <li>• Basic laying of drainage pipes / conduits</li> <li>• Basic understanding of concrete placement</li> <li>• Basic understanding of compaction</li> <li>• Full understanding of silt control</li> <li>• Performs daily maintenance requirements (rollers / water carts)</li> <li>• Possesses a Traffic Control Certificate (where required)</li> <li>• Possesses a Confined Spaces Certificate (where required)</li> <li>• Demonstrates an awareness and responsibility toward Quality Safety Environment.</li> <li>• Applies quality control techniques to own work and the work of others</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> <li>• Basic operation of plant and equipment but still requiring some supervision and direction – equipment includes but is not limited to; Dump truck Rollers Water trucks</li> </ul> <p><b>AND/OR</b></p> <ul style="list-style-type: none"> <li>• Training in the operation of the following equipment requiring constant supervision and direction;  Small Excavators Skid steer Loaders Compactors Small Wheel Loaders</li> </ul> <p><i>An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 3.</i></p>

<p><b>Construction Worker Level 3</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Construction Worker Level 2</li> <li>• Basic operation of the following equipment requiring some supervision and direction; <ul style="list-style-type: none"> <li>Dump Truck</li> <li>Water Truck</li> </ul> </li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Basic operation of the following equipment bit still requiring some supervision and direction; <ul style="list-style-type: none"> <li>Small Excavators</li> <li>Skid steer Loaders</li> <li>Compactors</li> <li>Small Wheel Loaders</li> </ul> </li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Training in the operation of the following equipment requiring constant supervision and direction; <ul style="list-style-type: none"> <li>Large Excavators</li> <li>Dozers</li> <li>Traxcavators</li> <li>Wheel Loader</li> </ul> </li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Competent Concreter (including formwork, steel fixing, concrete placement, floating &amp; finishing)</li> <li>• Competent laying of drainage pipes / conduits</li> </ul> <p style="text-align: center;"><b>PLUS</b></p> <ul style="list-style-type: none"> <li>• Possesses applicable competency for plant / equipment</li> <li>• Commitment and involvement in issues relating to HSEQ.</li> <li>• Demonstrates teamwork skills.</li> <li>• Displays sound communication skills</li> <li>• Basic leadership / supervisory skills.</li> <li>• Understands and complies with plant maintenance requirements</li> <li>• Possesses a MR or HR license (where required)</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> </ul> <p><i>An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 4</i></p>
<p><b>Construction Worker Level 4</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Construction Worker Level 3</li> <li>• Skilled operation of the following equipment ; <ul style="list-style-type: none"> <li>Dump Truck</li> <li>Water Truck</li> </ul> </li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Skilled operation of the following equipment; <ul style="list-style-type: none"> <li>Small Excavators</li> <li>Skid steer Loaders</li> <li>Compactors</li> <li>Small Wheel Loaders</li> </ul> </li> </ul>

**OR**

- Basic operation of the following equipment bit still requiring some supervision and direction;
  - Large Excavators
  - Dozers
  - Tracked Loaders
  - Wheel Loaders

**OR**

- Training in the operation of a Grader requiring constant supervision and direction

**OR**

- Displays a level of discipline and maturity
- Ability to work effectively without supervision.
- Increased demonstration of leadership / supervisory skills.
- Possesses effective communication skills (written & verbal)
- Completion of Job Safety and Environment Analysis (JSEA) documentation where required

**PLUS**

- Demonstrates a sound understanding of and takes responsibility for Quality Safety and Environment.
- Ability to set up and utilise laser level.
- Ability to obtain levels and grade from plans

*An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 5*

<p><b>Construction Worker Level 5</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Construction Worker Level 4</li> <li>• Experienced operation of the following equipment; Dump Truck Water Truck</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Competent operation of the following equipment requiring minimal supervision and direction; Large Excavators (over 5 tonne) Dozers Tracked Loaders Wheel Loaders</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Basic operation a Grader bit still requiring some supervision and direction</li> </ul> <p style="text-align: center;"><b>PLUS</b></p> <ul style="list-style-type: none"> <li>• Demonstrates a sound understanding of bulk earthworks and pavements.</li> <li>• Displays effective leadership / supervisory skills</li> <li>• Actively participates and contributes to the Company's HSEQ Management Systems.</li> <li>• Completion of Job Safety and Environment Analysis (JSEA) documentation where required</li> <li>• Required to provide instruction to CW 4's and below</li> </ul>
<p><b>CW5 Leading Hand</b></p>	<hr/> <ul style="list-style-type: none"> <li>• Working towards Leading Hand - Ability to run small projects / sections of a larger project with adequate supervision</li> </ul> <p style="text-align: center;"><b>PLUS</b></p> <ul style="list-style-type: none"> <li>• Demonstrates a sound understanding of bulk earthworks and pavements.</li> <li>• Displays effective leadership / supervisory skills</li> <li>• Actively participates and contributes to the Company's HSEQ Mgt Systems.</li> <li>• Completion of Job Safety and Environment Analysis (JSEA) documentation where required</li> <li>• Required to provide instruction to CW 4's and below</li> </ul> <p><i>An employee at this level may be undergoing training so as to qualify as a Construction Worker Level 6</i></p>





<p><b>Construction Worker Level 7 – Leading Hand</b></p>	<ul style="list-style-type: none"><li>• Leading Hand - Demonstrated ability to effectively run medium size projects with minimal assistance and direction</li><li>• Completion of Job Safety and Environment Analysis (JSEA) documentation where required</li></ul> <p style="text-align: center;"><b><i>PLUS</i></b></p> <ul style="list-style-type: none"><li>• Possesses leadership / supervisory skills</li><li>• Possesses planning and scheduling skills</li><li>• Possesses communication skills</li><li>• Possesses conflict resolution skills</li><li>• Possesses negotiation skills</li></ul>
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## APPENDIX "B"

### ROBSON CIVIL PROJECTS PTY LTD TRANSPORT WORKER CLASSIFICATION STRUCTURE

<b>Transport Worker Level 1</b>	<ul style="list-style-type: none"> <li>• Driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 ton</li> <li>• Current MR License</li> <li>• OH&amp;S Industry Induction</li> <li>• Company Induction – Quality/Safety/Environment (QSE)</li> <li>• Demonstrated mechanical aptitude</li> <li>• Exercises sound communication skills</li> <li>• Demonstrates a positive &amp; pro-active approach toward QSE</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Transport Worker Level 2.</li> </ul>
<b>Transport Worker Level 2</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Transport Worker – Level 1</li> <li>• Driver of three / four-axle rigid vehicles</li> <li>• Current HR License</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Transport Worker Level 3.</li> </ul>
<b>Transport Worker Level 3</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Transport Worker Level 2.</li> <li>• Driver of articulated vehicle and rigid vehicle / trailer combinations (six-axles)</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Transport Worker Level 4.</li> </ul>
<b>Transport Worker Level 4</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Transport Worker Level 3.</li> <li>• Expert driver of articulated vehicle and rigid vehicle / trailer combinations (six-axles).</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Transport Worker Level 5.</li> </ul>
<b>Transport Worker Level 5</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Transport Worker Level 4.</li> <li>• Driver of articulated vehicle with seven or more axles.</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)Demonstrated ability to safely operate plant and equipment.</li> <li>• An employee at this level may be undergoing training so as to qualify as a Transport Worker Level 6.</li> </ul>
<b>Transport Worker Level 6</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Transport Worker Level 5.</li> <li>• Driver of vehicle incorporating over-dimensional loads.</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> </ul>

**APPENDIX "C"**  
**ROBSON CIVIL PROJECTS PTY LTD**  
**MAINTENANCE WORKER – CLASSIFICATION STRUCTURE**

<b>Maintenance Worker Apprentice Year 1</b>	<ul style="list-style-type: none"> <li>• Inexperienced entrant into the Plant Maintenance Industry</li> <li>• Currently participating in Year 1 of an apprenticeship.</li> <li>• Current Drivers license (where eligible)</li> <li>• OH&amp;S Industry Induction</li> <li>• Company Induction – Quality/Safety/Environment (QSE)</li> <li>• Performs general maintenance and housekeeping of the workshop</li> <li>• Basic teamwork skills</li> <li>• Exercises basic communication skills</li> <li>• Working under continual / direct supervision</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee (apprentice) at this level will be undergoing training / mentoring in preparation for Year 2 of their apprenticeship.</li> <li>• Has achieved accreditation to progress to Year 2 of apprenticeship.</li> </ul>
<b>Maintenance Worker Apprentice Year 2</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Maintenance Worker – Apprentice Year 1</li> <li>• Currently participating in Year 2 of an apprenticeship.</li> <li>• Performs basic / routine maintenance requirements under supervision.</li> <li>• Demonstrates an improved awareness and responsibility toward QSE</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> <li>• An employee (apprentice) at this level will be undergoing training / mentoring in preparation for Year 3 of their apprenticeship.</li> <li>• Has achieved accreditation to progress to Year 3 of apprenticeship.</li> </ul>
<b>Maintenance Worker Apprentice Year 3</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Maintenance Worker – Apprentice Year 2</li> <li>• Currently participating in Year 3 of an apprenticeship.</li> <li>• Working under regular supervision / direction either individually or in a team environment</li> <li>• Ability to organise own work (minor)</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee (apprentice) at this level will be undergoing training / mentoring in preparation for Year 4 of their apprenticeship.</li> <li>• Has achieved accreditation to progress to Year 4 of apprenticeship.</li> </ul>
<b>Maintenance Worker Apprentice Year 4</b>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Maintenance Worker – Apprentice Year 3</li> <li>• Currently participating in Year 4 of an apprenticeship.</li> <li>• Working under general supervision / direction either individually or in a team environment</li> <li>• Demonstrates sound communication skills.</li> <li>• Demonstrates a positive and pro-active approach toward QSE</li> </ul>

	<ul style="list-style-type: none"> <li>Involved in Job Safety and Environment Analysis (JSEA)An employee (apprentice) at this level will be undergoing training / mentoring so as to qualify as a Maintenance Worker Level 1.</li> <li>Has achieved accreditation to progress to Maintenance Worker Level 1.</li> </ul>
<b>Maintenance Worker Level 1</b>	<ul style="list-style-type: none"> <li>Possesses relevant full Trade Qualification together with additional skills equivalent to a Maintenance Worker – Apprentice Year 4</li> <li>Performs non-trade tasks incidental to their work.</li> <li>Active participation / contribution toward QSE</li> <li>Basic parts book and ordering interpretation.</li> <li>Applies quality control techniques to own work and work of others.</li> <li>Working under limited supervision either individually or in a team environment</li> <li>Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Maintenance Worker Level 2.</li> </ul>
<b>Maintenance Worker Level 2</b>	<ul style="list-style-type: none"> <li>Skills equivalent to a Maintenance Worker Level 1.</li> <li>Assists in the provision of training.</li> <li>Exercises broad discretion within the scope of this level.</li> <li>Possesses overall knowledge and understanding of the operating principal of the systems and equipment of which a trade person is required to carry out their tasks.</li> <li>Works without supervision either individually or in a team environment</li> <li>Displays potential leadership qualities / capabilities</li> <li>Demonstrates the ability to use own initiative</li> <li>Active participation / contribution toward QSE implementation and ongoing maintenance.</li> <li>Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Maintenance Worker Level 3.</li> </ul>
<b>Maintenance Worker Level 3</b>	<ul style="list-style-type: none"> <li>Skills equivalent to a Maintenance Worker Level 2.</li> <li>Willing to work required levels of overtime</li> <li>Recognises the importance of continuity and productivity.</li> <li>Displays a high level of discipline and maturity</li> <li>Demonstrates leadership / supervisory skills.</li> <li>Assists with the completion of IMS documentation (as required)</li> <li>Possesses effective communication skills (written &amp; verbal)</li> <li>Possesses sound planning and scheduling skills</li> <li>Possesses highly effective diagnostic skills</li> <li>Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Maintenance Worker Level 4.</li> </ul>
<b>Maintenance Worker Level 4</b>	<ul style="list-style-type: none"> <li>Skills equivalent to a Maintenance Worker Level 3.</li> <li>Involved in the ordering of parts</li> <li>Competent and appointed Mine site Task Coordinator</li> </ul>

	<ul style="list-style-type: none"> <li>• Competent in customer management system compliance.</li> <li>• Coordinate defect management on site.</li> <li>• Increased demonstration of leadership / supervisory skills.</li> <li>• Possesses advanced communication skills (written &amp; verbal)</li> <li>• Possesses advanced planning and scheduling skills</li> <li>• Completion of IMS documentation as required</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)An employee at this level may be undergoing training so as to qualify as a Maintenance Worker Level 5.</li> </ul>
<p><b>Maintenance Worker Level 5</b></p>	<ul style="list-style-type: none"> <li>• Skills equivalent to a Maintenance Worker Level 4.</li> <li>• Assists with the co-ordination /allocation of resources</li> <li>• Coordinate defect management on multiple sites</li> <li>• Involved in the ordering of parts</li> <li>• Increased demonstration of leadership / supervisory skills.</li> <li>• Possesses advanced communication skills (written &amp; verbal)</li> <li>• Possesses advanced planning and scheduling skills</li> <li>• Completion of IMS documentation as required</li> <li>• Coordinate maintenance scheduling and staff within a division of the business as required.</li> <li>• Manages the workshop in the absence of the Workshop Manager</li> <li>• Involved in Job Safety and Environment Analysis (JSEA)</li> <li>• An employee at this level may be undergoing training so as to qualify as a Workshop Manager.</li> </ul>

## APPENDIX "A1" CONSTRUCTION WORKERS – WAGE RATE TABLE

Construction Workers - Wage Rate Table										
Classification	2023 Pay rate	Increase (5%) 21/12/23	Increase (1.5%) 30/06/24	Increase (1.5%) 21/12/24	Increase (1.5%) 30/06/25	Increase (1.5%) 21/12/25	Increase (1.5%) 30/06/26	Increase (1.5%) 21/12/26	Increase (1.5%) 30/06/27	Increase (1.5%) 21/12/27
		5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
CWAPP1	\$ 18.46	\$ 19.38	\$ 19.67	\$ 19.97	\$ 20.27	\$ 20.57	\$ 20.88	\$ 21.19	\$ 21.51	\$ 21.83
CWAPP2	\$ 25.16	\$ 26.42	\$ 26.81	\$ 27.22	\$ 27.62	\$ 28.04	\$ 28.46	\$ 28.89	\$ 29.32	\$ 29.76
CWAPP3	\$ 30.20	\$ 31.71	\$ 32.19	\$ 32.67	\$ 33.16	\$ 33.66	\$ 34.16	\$ 34.67	\$ 35.19	\$ 35.72
CW Level 1	\$ 27.09	\$ 28.44	\$ 28.87	\$ 29.30	\$ 29.74	\$ 30.19	\$ 30.64	\$ 31.10	\$ 31.57	\$ 32.04
CW Level 2	\$ 29.22	\$ 30.68	\$ 31.14	\$ 31.61	\$ 32.08	\$ 32.56	\$ 33.05	\$ 33.55	\$ 34.05	\$ 34.56
CW Level 3	\$ 31.33	\$ 32.90	\$ 33.39	\$ 33.89	\$ 34.40	\$ 34.92	\$ 35.44	\$ 35.97	\$ 36.51	\$ 37.06
CW Level 4	\$ 34.11	\$ 35.82	\$ 36.35	\$ 36.90	\$ 37.45	\$ 38.01	\$ 38.58	\$ 39.16	\$ 39.75	\$ 40.35
CW Level 5	\$ 35.40	\$ 37.17	\$ 37.73	\$ 38.29	\$ 38.87	\$ 39.45	\$ 40.04	\$ 40.64	\$ 41.25	\$ 41.87
CW Level 6	\$ 37.26	\$ 39.12	\$ 39.71	\$ 40.31	\$ 40.91	\$ 41.52	\$ 42.15	\$ 42.78	\$ 43.42	\$ 44.07
CW Level 7	\$ 39.15	\$ 41.11	\$ 41.72	\$ 42.35	\$ 42.99	\$ 43.63	\$ 44.28	\$ 44.95	\$ 45.62	\$ 46.31

Allowance	Rate of Payment
<b>GPS</b> – Where a site is deemed unsafe and does not have secure storage, a plant operator responsible for the care, custody, transport, and secure storage of GPS (including receivers)	<b>\$10 per day</b>
<b>UTS</b> – Where a site is deemed unsafe and does not have secure storage, a plant operator responsible for the care, custody, transport, and secure storage of UTS (including receivers)	<b>\$15 per day</b>

## APPENDIX "B1" TRANSPORT WORKERS – WAGE RATE TABLE

Transport Workers - Wage Rate Table										
Classification	2023 Pay rate	Increase (5%) 21/12/23	Increase (1.5%) 30/06/24	Increase (1.5%) 21/12/24	Increase (1.5%) 30/06/25	Increase (1.5%) 21/12/25	Increase (1.5%) 30/06/26	Increase (1.5%) 21/12/26	Increase (1.5%) 30/06/27	Increase (1.5%) 21/12/27
		5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
TW Level 1	\$ 30.40	\$ 31.92	\$ 32.40	\$ 32.88	\$ 33.38	\$ 33.88	\$ 34.39	\$ 34.90	\$ 35.43	\$ 35.96
TW Level 2	\$ 31.98	\$ 33.58	\$ 34.08	\$ 34.59	\$ 35.11	\$ 35.64	\$ 36.17	\$ 36.72	\$ 37.27	\$ 37.83
TW Level 3	\$ 33.73	\$ 35.42	\$ 35.95	\$ 36.49	\$ 37.03	\$ 37.59	\$ 38.15	\$ 38.73	\$ 39.31	\$ 39.90
TW Level 4	\$ 34.82	\$ 36.56	\$ 37.11	\$ 37.67	\$ 38.23	\$ 38.80	\$ 39.39	\$ 39.98	\$ 40.58	\$ 41.19
TW Level 5	\$ 36.32	\$ 38.14	\$ 38.71	\$ 39.29	\$ 39.88	\$ 40.48	\$ 41.09	\$ 41.70	\$ 42.33	\$ 42.96
TW Level 6	\$ 37.56	\$ 39.44	\$ 40.03	\$ 40.63	\$ 41.24	\$ 41.86	\$ 42.49	\$ 43.12	\$ 43.77	\$ 44.43

## APPENDIX "C1" - MAINTENANCE WORKERS – WAGE RATE TABLE

Maintenance Workers - Wage Rate Table										
Classification	2023 Pay rate	Increase (5%) 21/12/24	Increase (1.5%) 30/06/24	Increase (1.5%) 21/12/24	Increase (1.5%) 30/06/25	Increase (1.5%) 21/12/25	Increase (1.5%) 30/06/26	Increase (1.5%) 21/12/26	Increase (1.5%) 30/06/27	Increase (1.5%) 21/12/27
		5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
MW-APP YR 1	\$ 17.36	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64	\$ 19.93	\$ 20.23	\$ 20.53
MW-APP YR 2	\$ 21.25	\$ 22.31	\$ 22.65	\$ 22.99	\$ 23.33	\$ 23.68	\$ 24.04	\$ 24.40	\$ 24.76	\$ 25.13
MW-APP YR 3	\$ 28.97	\$ 30.42	\$ 30.87	\$ 31.34	\$ 31.81	\$ 32.29	\$ 32.77	\$ 33.26	\$ 33.76	\$ 34.27
MW-APP YR 4	\$ 34.75	\$ 36.49	\$ 37.03	\$ 37.59	\$ 38.15	\$ 38.73	\$ 39.31	\$ 39.90	\$ 40.50	\$ 41.10
MW Level 1	\$ 38.63	\$ 40.56	\$ 41.17	\$ 41.79	\$ 42.41	\$ 43.05	\$ 43.70	\$ 44.35	\$ 45.02	\$ 45.69
MW Level 2	\$ 40.16	\$ 42.17	\$ 42.80	\$ 43.44	\$ 44.09	\$ 44.76	\$ 45.43	\$ 46.11	\$ 46.80	\$ 47.50
MW Level 3	\$ 41.76	\$ 43.85	\$ 44.51	\$ 45.17	\$ 45.85	\$ 46.54	\$ 47.24	\$ 47.95	\$ 48.66	\$ 49.39
MW Level 4	\$ 42.84	\$ 44.98	\$ 45.66	\$ 46.34	\$ 47.04	\$ 47.74	\$ 48.46	\$ 49.19	\$ 49.92	\$ 50.67
MW Level 5	\$ 44.56	\$ 46.79	\$ 47.49	\$ 48.20	\$ 48.93	\$ 49.66	\$ 50.40	\$ 51.16	\$ 51.93	\$ 52.71