DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Talis Civil Pty Ltd
(AG2020/851)

TALIS CIVIL PTY LTD ENTERPRISE AGREEMENT 2020 -2024

Building, metal and civil construction industries

DEPUTY PRESIDENT CROSS SYDNEY, 30 APRIL 2020

Application for approval of the TALIS Civil Pty Ltd Enterprise Agreement 2020-2024.

[1] An application has been made for the approval of an enterprise agreement known as the TALIS Civil Pty Ltd Enterprise Agreement 2020 -2024 (‘the Agreement’). The application was made by TALIS Civil Pty Ltd (‘the Applicant’) pursuant to s 185 of the Fair Work Act 2009 (‘the Act’). The Agreement is a single-enterprise agreement.

[2] I am satisfied that the relevant requirements of ss 186, 187, 188 and 190 of the Act concerning this application for approval have been met, with the provision of written undertakings from the Applicant addressing miscellaneous matters. Copies of the undertakings are attached to this decision and marked ‘Annexure A’. I note that the undertakings are taken to be terms of the Agreement.

[3] The Agreement is approved and, in accordance with s 54 of the Act, will operate from seven days after the issuing of this approval decision. The nominal expiry date of the Agreement is 30 April 2024.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE507933 PR718708>
Annexure A

Dear Deputy President Cross

AG2020/851 TALIS Civil Pty Ltd Enterprise Agreement 2020-2024

Undertaking (s.190 of the Fair Work Act 2009)

I, Michael Fitzgerald, General Manager for TALIS Civil Pty Ltd, give the following undertaking with respect of the TALIS Civil Pty Ltd Enterprise Agreement 2020-2024:

1. I have the authority given to me by TALIS Civil Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

2. In clause 2.a of the Agreement dealing with Definitions, we undertake that following definition shall apply which consistent with the Award:
   - Continuous shiftworker: means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

3. In clause 22 of the Agreement dealing with Annual Leave, we undertake the following amendments to the following subclauses:
   - 22.2 For each year of service an employee (other than a casual) is entitled up to:
     a) four (4) weeks of paid annual leave; or
     b) five (5) weeks of paid annual leave if defined as a continuous shiftworker
   - 22.5 will not be enforced by TALIS Civil Pty Ltd.

4. In clause 11.4 of the Agreement dealing with Casual Employees, we undertake that a minimum shift of 3 hours shall apply for each engagement.
5. In clause 11.3 of the Agreement dealing with Part Time employees, we undertake that hours of work will be agreed on commencement of employment and that clause 14.2 of the Agreement dealing with Overtime, will apply to all hours worked in excess of those agreed hours.

6. In clause 19 of the Agreement dealing with Travel Allowance, we undertake that for those employees on classification rates CW1A and CW13 will still be paid the travel allowance irrespective of whether a company vehicle or other offers of transport are provided.

Michael Fitzgerald
7 April 2020
TALIS Civil Pty Ltd
ABN 22 149 243 121

Enterprise Agreement 2020-2024
Table of Contents

1. TITLE ......................................................................................................................................................................... 3
2. DEFINITIONS .......................................................................................................................................................... 3
3. COVERAGE ............................................................................................................................................................ 3
4. RELATIONSHIP TO OTHER WORKPLACE LAWS ............................................................................................. 3
5. PERIOD OF OPERATION / NOMINAL EXPIRY DATE ........................................................................................... 3
6. VARIATION AND TERMINATION .......................................................................................................................... 4
7. PROTECTED INDUSTRIAL ACTION .......................................................................................................................... 4
8. CONSULTATIVE PROCESS ........................................................................................................................................ 4
9. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK ............................................................. 5
10. WARRANTIES BY EMPLOYEES .............................................................................................................................. 6
11. TYPES OF EMPLOYMENT ....................................................................................................................................... 6
12. PROBATIONARY PERIOD OF EMPLOYMENT ........................................................................................................ 7
13. CLASSIFICATION STRUCTURE ............................................................................................................................ 8
14. HOURS OF WORK ................................................................................................................................................... 8
15. FLEXIBILITY .......................................................................................................................................................... 12
16. MEAL BREAKS ....................................................................................................................................................... 13
17. INCLEMENT WEATHER ......................................................................................................................................... 13
18. REMUNERATION ................................................................................................................................................... 14
19. TRAVEL ALLOWANCE ........................................................................................................................................ 15
20. LIVING AWAY FROM HOME ALLOWANCE (LAFHA) .......................................................................................... 16
21. SUPERANNUATION ............................................................................................................................................... 16
22. ANNUAL LEAVE .................................................................................................................................................. 17
23. PERSONAL/ CARER’S AND COMPASSIONATE LEAVE ......................................................................................... 18
24. PUBLIC HOLIDAYS .............................................................................................................................................. 19
25. LONG SERVICE LEAVE ...................................................................................................................................... 20
26. OTHER LEAVE ..................................................................................................................................................... 20
27. PLANT OPERATOR TICKETS AND TRUCK LICENSES ......................................................................................... 20
28. MOTOR VEHICLES ................................................................................................................................................ 21
29. TOOLS ................................................................................................................................................................. 22
30. WORK HEALTH AND SAFETY - GENERAL RIGHTS AND OBLIGATIONS ......................................................... 22
31. PERSONAL PROTECTIVE EQUIPMENT ................................................................................................................ 22
32. NOTICE OF TERMINATION .................................................................................................................................. 24
1. Title
   The title of this Agreement shall be the “TALIS Civil Pty Ltd Enterprise Agreement 2020-2024”.

2. Definitions
   This Agreement uses the following definitions:
   c. “FW Act” means the Australian Fair Work Act 2009 (Cth)
   d. “Code” means the “Code for Tendering and Performance of Building Work 2016” as it is in force from time to time.
   e. “Company” means TALIS Civil Pty Ltd.
   f. “Award” means the Building and Construction General On-Site Award 2010
   g. “NES” mean the National Employment Standards at Part 2-2 of the FW Act, as in force from time-to-time
   h. “Shift Work” means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged previously

3. Coverage
   3.1. The Agreement applies to the Employer and its Employees who are predominantly engaged in undertaking civil construction works (including renovation and demolition) and who are covered by the classifications in Appendix B.
   3.2. For the avoidance of doubt, this Agreement does not apply to:
   3.2.1. employees engaged predominantly in administrative tasks; and
   3.3. senior management employees, including but not limited to site supervisors, safety managers and project managers etc.

4. Relationship to other workplace laws
   4.1. This Agreement operates in conjunction with the NES.
   4.2. For the avoidance of doubt, any applicable legislation, regulation, industrial instruments, and any policies and procedures of the Employer are not incorporated into this Agreement.

5. Period of operation / Nominal Expiry Date
   5.1. This Agreement will commence operation 7 days after it is approved by the FWC.
   5.2. This Agreement will apply until it is replaced by another agreement or is terminated but will have a Nominal Expiry Date of 4 years from the day it is approved by the FWC.
6. Variation and termination

6.1. As per the FW Act, the Agreement may be varied as follows:

6.1.1. if the Employer and a majority of affected Employees agree, an application may be made to the FWC to vary any aspect of the Agreement; and

6.1.2. either the Employer or an Employee (or their representative, if any) may make an application to vary the Agreement to remove any ambiguity or uncertainty.

6.2. As per the FW Act, the Agreement may be terminated as follows:

6.2.1. before the Nominal Expiry Date, if the Employer and a majority of Employees agree, an application may be made to the FWC to terminate the Agreement; and

6.2.2. after the Nominal Expiry Date, either the Employer or an Employee (or their representative, if any) may apply to the FWC to terminate the Agreement.

7. Protected industrial action

7.1. Protected industrial action as defined in the FW Act cannot be taken by Employees prior to the Nominal Expiry Date of this Agreement.

8. Consultative Process

8.1. This Clause 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; and

(b) The change is likely to have a significant effect on employees of the enterprise.

(c) The employer must notify the relevant employees of the decision to introduce the major change.

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

8.2. 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 that representative.

8.3. As soon as practicable after making its decision, the employer must discuss with the relevant employees:

(a) The introduction of the change; and
(b) The effect the change is likely to have on the employees; and

(c) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

8.4. For the purposes of the discussion — provide, in writing, to the relevant employees:

(a) All relevant information about the change including the nature of the change proposed; and

(b) Information about the expected effects of the change on the employees; and

(c) Any other matters likely to affect the employees.

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

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

8.7. If a term in the 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 (2), (3), and (5) are taken not to apply.

8.8. In this term, a major change is likely to have a significant effect on employees if it results in:

8.8.1. The termination of the employment of employees; or

8.8.2. Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

8.9. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

8.9.1. The alteration of hours of work; or

8.9.2. The need to retrain employees; or

8.9.3. The need to relocate employees to another workplace; or

8.9.4. The restructuring of jobs.

8.10. In this clause, a relevant employee means an employee who may be affected by the major change.

9. Consultation about changes to rosters or hours of work

9.1. Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
9.2. The employer must:

9.2.1. provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests;

9.2.2. (ii) invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);

9.2.3. commence the consultation as early as practicable; and

9.2.4. (iv) give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

10. Warranties by Employees

10.1. Employees must warrant that all representations made to the Company or its representatives whether orally or in writing, as to their qualifications and experience when applying for employment are true and complete.

10.2. Employees must disclose to the Company any injuries and illnesses previously suffered that may affect their ability to perform the inherent requirements of their position/classification.

10.3. In the event that the employee does not supply the information requested by the Company, or if any information supplied is found to be incorrect, misleading or is not satisfactory, employment may be terminated.

11. Types of Employment

11.1. At the time of engagement the Company will inform the employee, in writing, the terms and conditions of employment and their type of employment either, Full time, Part time or Casual

11.2. Full Time

11.2.1. A Full time employee is entitled to all applicable conditions of employment in this agreement.

11.3. Part Time employees

11.3.1. Part time employees are entitled to all of the applicable conditions of employment in this agreement, which (except where otherwise stated) on a pro-rata basis.

11.3.2. Hours of work are on average, less than 38 hours per week.

11.4. Casual employees;

11.4.1. Casual employees are entitled to all the application conditions of the employment in this Agreement, other than paid annual leave, paid personal/carers leave, paid community service.
leave, payment for absences on public holidays, accrual of RDOs, redundancy pay and notice of termination.

11.4.2. Casual employees are paid a casual loading of 25%, as compensation for annual leave, paid personal/carers leave, paid community service leave, notice of termination and redundancy benefits and public holidays not worked. This loading is in addition to any overtime, weekend or shift loadings.

11.5. Apprentices

11.5.1. Apprentices are entitled to all of the applicable conditions of employment in this agreement other than redundancy pay, as per clause 33. For hours worked, Apprentices must be paid the applicable base rates as per Appendix A.

11.5.2. An apprentice is entitled to be absent from work to attend off-the-job training with a registered training organisation, without loss of pay. In accordance with the Award, unless there is unsatisfactory progress by an Apprentice in their contract of training, the Company will pay for all fees payable and purchase of prescribed textbooks.

12. Probationary Period of Employment

12.1. An Employee’s first six months of employment will be their probationary period.

12.2. During an Employee’s probationary period, either the Employer or the Employee may terminate the Employee’s employment by providing one week’s notice or payment in lieu of notice, unless they are dismissed for serious misconduct, in which case no notice will be payable.
13. Classification Structure

13.1. All employees (except Apprentices) will be classified as per the skills matrix as set out in Appendix B.

13.2. This skills matrix measures the employee’s skills, experience, and knowledge; it does not place any emphasis on the length of employment.

13.3. The Company views all positions as critical and valuable to the overall work processes, therefore no employee of the Company shall be disadvantaged because of implementation of this classification structure.

13.4. Movement upward into a higher classification will be determined by two factors:

(a) the employee’s ability to perform tasks and be trained and assessed as competent in all areas of work as detailed in the skills matrix for the said classification;

(b) the Company’s need for employees at the higher level of the said classification

13.5. The Company reserves the right to set the number of employees it wishes to utilise at each classification level to be determined by the workload and number of employees within the Company at any given time.

13.6. When an employee is required to attend training courses for tickets and licences, the Company will pay the costs of such courses in accordance with Clause 27.

14. Hours of Work

14.1. Ordinary Hours

14.1.1. The ordinary hours of work for full time employees are an average of 38 hours per week, up to eight (8) hours per day inclusive of time worked towards RDOs, and, worked from Monday to Friday between the hours of 6.00am and 6.00pm.

14.1.2. Start and finish times, frequency of break times and breaks between periods of work will be those agreed between the parties from time to time. Where the parties cannot reach agreement, the Company shall determine all reasonable work times that accord with business requirements and with reasonable regard to Employees’ personal responsibilities and fatigue management obligations.

14.1.3. The working day will commence on the directed hour or half hour after tools and minor materials have been unpacked and readied for use. Finishing time will be on the hour or half hour directed and does not include time to pack up tools and sundry material.

14.1.4. Any leave without pay taken by the employee, whether approved by the company or not, is not considered ordinary working hours for any accrual purposes.
14.2. Overtime

14.2.1. All time worked by Employees in excess of 38 hours per week, as per clause 14.1.1, Monday to Friday, shall be considered to be overtime. The rate of pay for overtime shall be one and a half times the ordinary rate of pay for the first two hours and double the ordinary rate of pay for any time worked thereafter.

14.2.2. For the purposes of computing overtime each day stands alone.

14.2.3. All Employees must make themselves available to work reasonable additional hours. Reasonable additional hours shall be determined through consideration of the following factors:

(a) The Health and Safety risk of an employee working any additional hours.

(b) The personal circumstances of the Employee.

(c) The operational requirements of the Employer.

(d) The amount of notice provided to the Employee.

(e) The amount of notice provided by an Employee of an intention to refuse work.

(f) The amount of hours already worked by the employee over the previous four-week period.

(g) Whether the employee is being asked to work on a public holiday.

14.2.4. Where it is necessary for Employees to work overtime, work will be organised so that the Employees shall have at least ten (10) hours off duty between sign on and sign off on successive days.

14.2.5. The Meal Allowance prescribed in Appendix A of this agreement will be paid to an employee required to work at least one and a half hours' overtime after ordinary hours.

14.2.6. However, if the employee is living away from home and being paid Living Away from Home Allowance, the Meal Allowance is not payable.

14.2.7. An employee will be entitled to the meal allowance in Appendix A for each additional 4 hours of overtime worked thereafter.
14.3. **Work on Weekends and Public Holidays**

14.3.1. Any hours worked on a Saturday will be paid at a rate of time and one-half for the first two (2) hours and double time thereafter, calculated at the Employee’s base rate in Appendix A.

14.3.2. Any hours worked on a Sunday will be paid at a rate of double time for all hours worked, calculated at the Employee’s base rate in Appendix A.

14.3.3. Any hours worked on a Public Holiday will be paid at the rate of double time and a half, calculated at the Employee’s base rate in Appendix A.

14.3.4. Employees required to attend work on such day shall be entitled to a minimum of three (3) hours payment.

14.4. **Time in Lieu**

14.4.1. To promote flexibility in the Workplace, the Company and an individual Employee may agree to allow the Employee to work and bank additional hours outside his/her ordinary work day to be taken as time in lieu.

14.4.2. The time in lieu entitlement shall be determined by the amount of additional hours worked by the employee. For each additional hour worked, the employee shall be entitled to one (1) paid hour off time in lieu.

14.4.3. Where more than one 1 day in lieu is to be taken on consecutive working days permission for such paid leave shall be sought from the company; the employee must give the company at least two (2) weeks’ notice prior to the intended dates when time lieu is to be taken.

14.5. **Shift Work**

14.5.1. For the purpose of this clause:

(a) Shift work is a system of work in which operations are continued by a group of employees upon work on which another group had been engaged previously.

(b) Day Shift means any shift starting on or after 6am and before 10 am.

(c) Afternoon shift means any shift starting at or after 10 am and before 8 pm.

(d) Night Shift means any shift starting at or after 8 pm and before 6 am.

14.5.2. Provided that where an employee works a shift roster (exclusive of Public Holidays) the following rates shall apply:

(a) Afternoon and Night Shifts – Ordinary time as stipulated in Appendix A; plus 15 percent.

(b) Permanent Night shift Ordinary time as stipulated in Appendix A; plus 30 percent.
14.5.3. In the case of broken shifts (i.e., less than five (5) consecutive shifts Monday to Friday) the rates payable prescribed in shall be ordinary time plus 50 per cent for ordinary hours (38 per week) and double ordinary time rates thereafter.

14.5.4. For all work performed on a Saturday, Sunday or Public Holiday, the rates of pay in Clause 14.3 of this agreement shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

14.6. Rostered Days Off

14.6.1. The ordinary working hours shall be eight (8) hours per day Monday to Friday, the employee will be paid for 7.6 hours of work, with 0.4 of an hour accruing toward a rostered day off (RDO's). The accrual applies on all ordinary days worked (except RDO's) and shall not accrue during periods of annual leave.

14.6.2. A rostered day off shall be taken as provided below:

(a) The parties shall agree to the date upon which an employee may elect to take their rostered day off.

(b) The parties agree that each employee shall be entitled to bank up to 14 days at any one time for the purposes of rostered days off.

(c) The parties agree that the employer may direct an employee to use any part of the banked RDO accrual.

(d) Where more than one (1) accrued RDO is to be taken on consecutive working days permission for such paid leave shall be sought from the company; the employee must give the company at least two (2) weeks' notice prior to the intended dates when the RDO's are to be taken.

(e) Employees will be paid all unpaid RDO accruals upon termination of employment.

14.6.3. The Company agrees that employees may at their discretion either:

(a) Take RDO's at a time agreed to with the Company as per 14.6.1; or

(b) Cash out RDO hours.
15. Flexibility

15.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the individual flexibility agreement deals with one (1) or more of the following matters:-

(a) Arrangements about when work is performed;
(b) Overtime rates;
(c) Penalty rates;
(d) Allowances;
(e) Leave loading; and
(f) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in Clause 15.1; and
(g) The arrangement is genuinely agreed to by the employer and employee.

(h) An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

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

(a) Are about permitted matters under Section 172 of the Fair Work Act 2009; and
(b) Are not unlawful terms under Section 194 of the Fair Work Act 2009; and
(c) Result in the employee being better off overall than the employee would be if no arrangement was made.

15.3. The employer must ensure that the individual flexibility arrangement:

(a) Is in writing;
(b) Includes the name of the employer and employee; and
(c) Is signed by the employer and employee and if the 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
IV. States the day on which the arrangement commences.

15.4. The employer must give the employee a signed copy of the individual flexibility arrangement within fourteen (14) days.

15.5. 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;

(b) If the employer and employee agree in writing - at any time.

15.6. If the flexibility agreement fails to meet the requirements of Section 144 (4), of the Australian Fair Work Act 2009, the employee or the employer may terminate the agreement by giving written notice of not more than 28 days to the other party.

16. Meal Breaks

16.1. Employees will be entitled to a paid morning break of 10 minutes taken between 9 am and 11 am

16.2. Employees will be entitled to an unpaid meal break, which will not exceed one (1) hour per day, no later than 5 hours after commencing work.

16.3. Scheduling of meal times may be varied by the Supervisor in consultation with the employees concerned, depending on the size, nature, and location of the project.

17. Inclement Weather

17.1. Inclement weather means the existence of rain or abnormal climatic conditions, whether they are those of hail, cold, high wind, severe dust storm, extreme high temperature, or any combination thereof of which it is either not reasonable or not safe for employees to continue working whilst the conditions prevail.

17.2. Each permanent employee will be entitled to payment by the Company for ordinary time lost through inclement weather for up to 32 hours in every calendar month. No employee will be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks. Inclement Weather entitlements do not accrue from one calendar month to the next.

17.3. If an employee commences employment during a monthly period the employee will be credited with the following entitlement:

(a) 32 hours where the employee commences on any working day within the first week;

(b) 24 hours where the employee commences on any working day within the second week;

(c) 16 hours where the employee commences on any working day within the third week; and

(d) 8 hours where the employee commences on any working day within the 4th week.
17.4. The number of hours credited to an employee will be reduced by the number of hours for which payment is made in respect of lost time through inclement weather. Lost time includes time spent remaining on site, as required in clause 17.5.

17.5. Where an employee has commenced worked, the employee will not be entitled to payment for time lost due to inclement weather unless the employee remains on the job:

(a) For more than accumulated total of four (4) hours of ordinary time in any one day; or

(b) After the midday meal break, for more than an accumulated total of 50% of the normal afternoon work time; or

(c) During the final two (2) hours of the normal work day for more than an accumulated total of one (1) hour, the employer will not be entitled to require the employees to remain on site beyond the expiration of any or the above circumstances

17.6. Should employees on a portion of a site be affected by inclement weather, all other Employees not affected will continue working regardless of the fact that affected employees may be entitled to cease work due to inclement weather

17.7. Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, or work at another location on the same site, or another site, which is not affected by inclement weather.

17.8. When inclement weather conditions exist, the Company shall not require an affected employee to commence or continue to work where it is unreasonable or unsafe to do so, except in the case of emergency work (or a concrete pour) and provided the work is safe to perform.

17.9. Where a concrete pour has started prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to the Company's satisfaction.

17.10. Such work will be paid at the rate of double time calculated to the next hour; in the case of wet weather work, employees will be provided with adequate wet weather gear.

17.11. If an employee's clothes become wet because of working in the rain, the employee will be entitled to go home without loss of pay unless the employer has a change of dry working clothes available.

18. Remuneration

18.1. Remuneration will be paid as per the base hourly rates scheduled in Appendix A

18.2. Upon approval of the Agreement by the Fair Work Commission, the rates of pay in Appendix A will apply to all employees covered by this agreement, and will increase in the first full pay cycle following the 1st July each year as specified in the Agreement.

18.3. Employees may elect to be paid the appropriate overtime rate, or be granted paid time in lieu equivalent to the actual hours worked.
18.4. Each employee will write their start and finish times in the Supervisors daily site diary. These hours are then translated by the Project Engineer or Supervisor into an electronic timesheet. All wages and allowances will be paid weekly, in arrears, by electronic funds transfer into a bank account designated by the employee.

18.5. All employees will receive a payslip describing the earnings and deductions made in respect of each weekly pay period.

18.6. In the event of an overpayment of remuneration, the Company may recover the amount of overpayment by way of deduction from any subsequent payment due, provided the employee receive written notification of the Company's intention to recover the overpayment, the amount to be recovered, and an explanation of the reason for overpayment.

18.7. In the event of termination of employment for any reason, the Company is authorised to deduct from final termination payments any monies owed to the company by the employees under this Agreement.

18.8. Employees agree not to make any extra claims for increases in base rates of pay or allowances during the terms of this Agreement other than as provided in Appendix A.

19. Travel Allowance

19.1. The travel allowance in Appendix A will be paid to all employees who are not being transported by Company vehicle when travelling to any one of the designated fixed establishments or places of work, including training courses. Travel allowance is not payable on RDO's, sick leave, annual leave, public holidays or wet days, unless specifically instructed to turn up for work.

19.2. Where an employee is provided with a Company vehicle to travel to and from the worksite, no travel allowance shall be payable.

19.3. Where an employee is required to travel to a site in excess of 50k from the designated depot, the employee will be paid the normal hourly rate for the additional time travelled.

19.4. Where the Company provides or offers to provide transport to the worksite and the employee refuses such offers, travel allowance shall not be paid.
20. Living Away From Home Allowance (LAFHA)

20.1. Where an employee is directed to perform work at a distant construction site which would make it unreasonable for them to return to their usual place of residence by vehicle each night, such work will be deemed ‘Distance Work’ and they will be provided with a LAFHA as detailed below.

20.2. At the discretion of the employer, for all days of absence (including weekends) the LAFHA can be provided as either;

(a) $55 per day meal allowance and reasonable accommodation provided by TALIS; or
Where the employee is responsible for sourcing their own accommodation
(b) $685 per week; or
(c) $97.85 per day; or
(d) As otherwise agreed between the Employer and the Employee, such payment not to be lower than the LAFHA in the Award.

20.3. Where the employee is able to provide evidence that the expenses incurred while living away from home are greater than the LAFHA provided under this clause, the Company may increase the LAFHA payable to the employee.

20.4. Where an employee is directed to perform Distance Work the Company will pay for the employee’s transport to the Distance Work and for any travel time up to 8 hours per day (inclusive of time accrued for RDOs) at the base rate of pay (this will replace any entitlement to Travel Allowance).

20.5. The LAFHA is not subject to any loadings nor payable during any periods of leave.

20.6. The Travel Allowance will be payable to all employees (who do not have a Company vehicle) engaged on Distance work, except where the accommodation is on or adjacent to the construction site.

21. Superannuation

21.1. The Employer will pay superannuation calculated on an Employee’s ordinary time earnings into either a default fund or any fund nominated by the Employee, in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

21.2. Superannuation contributions for default fund Employees will be made to a fund that offers a MySuper product.

21.3. Ordinary time earnings are the wages paid to an Employee for Ordinary Hours of work, being the Base Rates of pay set out in Appendix A, plus, where applicable:

(a) the Travel Allowance (clause 19); and
(b) casual loadings.
22. Annual Leave

22.1. Annual leave is provided under the NES

22.2. An Employee (other than a Casual Employee) is entitled to up to 20 days of paid annual leave per year of Service

22.3. Annual leave accrues during Ordinary Hours and accumulates from year-to-year.

22.4. Annual leave may be taken at any time agreed to between the Company and an Employee or as directed by the Company under clauses 22.9 and 22.10. The Company must not unreasonably refuse an Employee's request to take annual leave.

22.5. Employees must take a minimum of two (2) weeks annual leave each calendar year.

22.6. An Employee on annual leave must be paid for the particular Employee's ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

22.7. Employees may cash-out annual leave provide that:
   (a) the Employee would be left with at least 20 days of accrued annual leave;
   (b) the Employer and Employee agree in writing to cash-out the leave; and

22.8. Where an employee has an excessive leave balance, the Company will attempt to reach an agreement and implement a leave plan to reduce the leave balance. Where an agreement cannot be reached the Company may direct an employee to take annual leave, considering:
   (a) the employee will be left with at least six (6) weeks leave accrued
   (b) the leave period will be no less than one week
   (c) the period of leave must not begin less than 8 weeks or more than 12 months from the direction is given.

22.9. The Company may require employees to take annual leave and or RDOs during an annual company shutdown in conjunction with the Christmas/New Year period, where at least four weeks' notice has been provided or they otherwise agree.

22.10. If an employee does not have sufficient accrued annual leave and/or RDOs to cover the shutdown period, the employee may be directed to take the available balance of annual leave and/or RDOs and or otherwise take leave without pay.
23. Personal/ Carer’s and Compassionate Leave

Personal / Carer’s Leave

23.1. Personal / carer’s leave and compassionate leave is provided under the NES.

23.2. An Employee (other than a Casual Employee) is entitled to up to 10 days of paid personal / carer’s leave per year of Service.

23.3. Personal / carer’s leave accrues during Ordinary Hours and accumulates from year to year.

23.4. Personal / carer’s leave may be taken whenever an Employee is not fit for work due to a personal illness or injury, or where a member of the Employee’s household or immediate family requires care because of an illness, injury or unexpected emergency.

23.5. An Employee on paid personal / carer’s leave must be paid for the particular Employee’s ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

23.6. Where an Employee has no accrued paid personal/carer’s leave, they may take up to 2 days of unpaid carer’s leave per occasion where a member of the Employee’s household or immediate family requires care because of an illness, injury or unexpected emergency.

23.7. Unlike paid personal / carer’s leave, unpaid carer’s leave is available to Casual Employees.

23.8. Accrued Personal/Carer’s leave is not paid out on termination.

Compassionate Leave

23.9. All employees may take up to 2 days of compassionate leave per occasion where a member of the employee’s household or immediate family has contracted an illness or sustained an injury which poses a serious threat to their life or has died.

23.10. An Employee on compassionate leave (other than a Casual Employee) must be paid for the particular Employee’s ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Notice and evidence

23.11. An Employee who is on paid personal / carer’s leave, unpaid carer’s leave or paid compassionate leave must give the Company notice of their absence as soon as practicable, advising the Company of the expected length of the leave.

23.12. The Company may request the Employee to provide reasonable evidence that the leave was taken for a permissible reason.

23.13. Depending on the circumstances, the Company may require an Employee to produce a medical certificate provided by a medical practitioner as defined in the FW Act (e.g. where leave is taken next to a public holiday, a weekend or for multiple days of absence) a statutory declaration or other evidence (e.g. for a single day of absence mid-week). If an Employee fails to provide reasonable
evidence after being requested to do so, the Employee will not be entitled to be paid for their absence.

24. Public Holidays

24.1. Public holiday leave is provided under the NES.

24.2. An Employee is entitled to be absent from work on a public holiday.

24.3. An Employer may request an Employee to work on a public holiday if the request is reasonable. However, an Employee may still refuse to work on a public holiday if the refusal is reasonable.

24.4. In determining whether a request is, or a refusal is, reasonable, relevant factors include:

(a) the nature the Employer’s business, including its operational requirements and project demands;
(b) the Employee’s personal circumstances, including family responsibilities;
(c) the fact that public holiday loadings will be payable;
(d) the amount of notice given by the Employer;
(e) the amount of notice given by the Employee; and
(f) any other relevant matter.

24.5. Employees (other than Casual Employees) who are absent on a public holiday on which the Employee would ordinarily have worked must be paid for the particular Employee’s ordinary hours of work (up to 8 hours per day, inclusive of 0.4 hours accruing towards an RDO) at their applicable Base Rates of pay.

Payment for public holidays

24.6. Employees requested to work on public holidays will be entitled to penalty rates as per clause 14.3.3.

Minimum shifts on public holidays

24.7. An Employee who is required to work on a public holiday must be provided with at least 4 hours’ worth of pay, regardless of whether there is sufficient work for that length of time.

24.8. The following days (or any substituted and gazetted days under the appropriate NSW Legislation) are public holidays:

• 1 January (New Year’s Day);
• 26 January (Australia Day);
• Good Friday;
• Easter Saturday;
• Easter Monday;
• 25 April (Anzac Day);
• Queen's Birthday;
• Labour Day;
• 25 December (Christmas Day);
• 26 December (Boxing Day).
• Any other day gazetted as a public holiday in New South Wales.

Substituted public holidays

24.9. The Employer and an Employee may agree to substitute a public holiday (or part of that day) for another day or part-day.

25. Long Service Leave

25.1. All employees shall be entitled to Long Service leave in accordance with the applicable State Legislation.

25.2. If eligible, an employee will be registered by the Company with the Portable Long Service Leave scheme.

26. Other Leave

26.1. All other leave types and entitlements as per the NES are defined in relevant Company policies.

27. Plant Operator Tickets and Truck Licenses

27.1. The Company will pay for accredited training and assessment for plant operator’s tickets and truck licenses required by the employee to carry out the duties defined in the employee’s classification. Payment for training and initial assessment to obtain truck licenses will be considered on an individual basis, and will be at the discretion of the Company.

27.2. Accredited training and assessment for these tickets and licenses will be carried on the employee's time, unless otherwise agreed by the Company.

27.3. If the Company has paid for accredited training and assessment for plant operators tickets or truck driver's licenses in accordance with this Clause and an employee terminates their employment with the Company, employees shall pay a percentage of the costs incurred by the Company based on the following table.
27.4.  

<table>
<thead>
<tr>
<th>Time Employee Terminates Employment</th>
<th>Employee to Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months from truck license and/or plant operator ticket issue</td>
<td>100% of cost incurred by the Company</td>
</tr>
<tr>
<td>More than 6 months but less than 12 months from truck license and/or 50% of cost incurred by the plant operator ticket issue</td>
<td>50% of cost incurred by the Company</td>
</tr>
<tr>
<td>More than 12 months from truck license and/or plant operator ticket issue</td>
<td>Nil</td>
</tr>
</tbody>
</table>

27.5. The Company will withhold any outstanding monies owed to the employer under this Clause from an employee’s final termination payment amount. If there are insufficient funds available, the employee shall pay the amount owing to the Company on their last working day or as agreed.

28. Motor Vehicles

28.1. In the event that the Company provides a motor vehicle to an employee to carry out their duties, the employee must:

(a) Remain fully qualified and licensed to drive the vehicle;

(b) Take good care of the vehicle and maintain it in a clean and tidy condition;

(c) If required, keep a log book providing sufficient information for the Company to assess its liability for fringe benefit tax;

(d) Return the vehicle and its keys to the Company immediately upon the termination of employment for any reason; and

(e) Not drive any Company vehicle in a manner or at a time that would be a breach of laws, including the law relating to blood alcohol content.

28.2. Company vehicles provided to employees and maintained by the Company are only to be used for Company business and not for private use unless specific approval is obtained from the Managing Director. Unauthorised use of Company vehicles is a serious disciplinary breach and an employee may be liable to instant dismissal.

28.3. The Company reserves the right to recover costs from the employee where the vehicle has sustained damage whilst being used in such a manner that it is uninsured.

28.4. Employees are to drive vehicles in a safe and courteous manner and to be respectful of the public. “Road Rage” incidents or poor driving is not acceptable conduct and is considered grounds for summary dismissal.
28.5. Employees must notify their Supervisor immediately whenever their licence is either revoked or suspended. Employees must not drive a company vehicle whilst disqualified for any reason.

28.6. Employees must notify their Supervisor if they receive traffic or parking infringement notice: payment of such notices will be the sole responsibility of the employee.

28.7. Repeated traffic infringements by an employee driving a company vehicle are considered misconduct, and may result in disciplinary action.

29. Tools

29.1. The Company will provide all tools and equipment necessary for employees to perform their duties. Employees must take care to keep such tools and equipment in good order.

29.2. Tools or equipment should not be removed from the workplace except in the ordinary course of duties or with permission of the Company.

29.3. Tools and equipment provided to employees remain the property of the Company, and must be returned upon termination of employment.

30. Work Health and Safety - General rights and obligations

30.1. The Company recognises its duties under the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW) to ensure, so far as is reasonably practicable, the health and safety of Employees.

30.2. Employees must take reasonable care for their own health and safety and take reasonable care that their acts or omissions do not risk the health and safety of other persons.

30.3. Employees must notify their immediate supervisor when they have been requested to perform tasks that they feel they lack the knowledge, experience, or ability to perform such a task in a safe manner.

30.4. Employees must comply with the work health and safety policies, procedures and practices of the Employer and any reasonable instruction of the Employer in relation to work health and safety. A failure to comply with work health and safety obligations or follow reasonable instructions in relation to work health and safety may result in disciplinary action, including summary dismissal.

30.5. Employees may cease work where they have a reasonable concern about an imminent risk to their health and safety.

31. Personal Protective Equipment

31.1. All employees shall be supplied with the following safety personal protective equipment and articles of clothing. Each employee shall sign to confirm that they have received such items:
- Sunscreen (On Site)
- Safety Glasses
- Hard Hats
- Safety Vests
- High Visibility Shirt
- Work Boots
- High Visibility Rainwear
- Hearing Protection
- High Visibility Jumper
- Gloves

31.2. All personal protective equipment and items of clothing supplied by the Company are the property of the Company but the responsibility of the employee. The Company will replace any item after normal wear. If any item is lost or damaged due to the employee's negligence the employee will replace the item. On termination of their employment, employees must return all property to the Company prior to any termination payment being made.

31.3. An employee must while at work on any day, bring all the necessary safety gear items, articles of clothing and equipment supplied by the company that are required for the work to be performed.
32. Notice of Termination

32.1. Notice of termination is provided under the NES.

32.2. The Company must not terminate the employment of an Employee (other than a Casual Employee) unless the Company provides written notice of termination or payment in lieu of notice.

32.3. From the day that written notice is given, the Company may allow the Employee to work for the period indicated in the table below, or alternatively provide for payment in lieu of notice.

32.4.

<table>
<thead>
<tr>
<th>Employee's period of continuous service with the employer</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

32.5. Where employment is terminated by the Company; if the employee is over 45 and has provided at least 2 years' continuous service, the notice period is increased by 1 week.

32.6. If an employee who is at least 18 years old does not give the period of notice required, then the employer may deduct from wages due to the employee under this agreement an amount that is no more than one week's wages for the employee.

32.7. Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

32.8. The Company shall pay any termination entitlements by cheque, or by electronic funds transfer (EFT) into the employees' nominated account with a bank or financial institute no later than two (2) days after the date of termination.
33. Redundancy

33.1. An employee, other than a Casual employee, is entitled to be paid redundancy pay by the Company if the employee’s employment is terminated:

(a) At the Company’s initiative because the employer no longer requires the job done by the employee to be done by anyone; or

(b) Because of the insolvency or bankruptcy of the Company

33.2. Redundant employees will be paid redundancy in accordance with the following table:

<table>
<thead>
<tr>
<th>Period of Continuous Service With an Employer</th>
<th>Redundancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1.75 hours per week of completed service</td>
</tr>
<tr>
<td>1 year or more but less than 2 years</td>
<td>2.4 weeks’ pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks’ pay</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>4.8 weeks’ pay plus for all services in excess of 2 years, 1.6 hours pay per completed week service up to a maximum of 7 weeks’ pay</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>7 weeks’ pay plus all services in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks’ pay</td>
</tr>
<tr>
<td>4 years or more</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

33.3. Week’s pay means an Employee’s Base Rates at the time of termination multiplied by 38. Hour’s pay means an Employee’s Base Rates at the time of termination.

33.4. Any period of Service as a Casual Employee will not entitle an Employee to accrue Service in accordance with this clause for that period.

33.5. The Company agrees to make redundancy contributions in respect of permanent Part-time or Full-time employees covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT) in accordance with Appendix A of this Agreement. These contributions will be paid monthly in line with the ACIRT requirements.

33.6. Where a redundancy entitlement is higher than the Company contributions already paid to ACIRT for the relevant period of employment, the employee will be paid the difference by the Company on termination.
34. Settlement of Disputes

34.1. If a dispute relates to:
   (a) A matter arising under the agreement; or
   (b) The National Employment Standards (NES);

34.2. This clause sets out procedures to settle the dispute.

34.3. An employee who is a part to the dispute may appoint representative for the purposes of the procedures in this clause.

34.4. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

34.5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

34.6. The Fair Work Commission may deal with the dispute in 2 stages:
   (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

   I. Arbitrate the dispute; and
   II. Make a determination that is binding on the parties.

34.7. Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

34.8. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

34.9. While the parties are trying to resolve the dispute using the procedures in this clause:

34.10. An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

34.11. An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
   
   I. The work is not safe; or
   
   II. Applicable occupational health and safety legislation would not permit the work to be performed; or
III. The work is not appropriate for the employee to perform; or

IV. There are other reasonable grounds for the employee to refuse to comply with the direction.

34.12. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.
Signatories to the Agreement

Signed On Behalf Of TALIS Civil Pty Ltd
By its duly authorised officer:

(Signature of Authorised Officer)

(Print Name of Authorised Officer)

(Position of Authorised Officer)

24/3/2020

(Date)

In the presence of:

(Signature of Witness)

(Print Name of Witness)

(Position of Witness)

24/3/20

(Date)

Signed On Behalf of the Employees

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Address</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mikkel Giaquinto</td>
<td>Leading Hand</td>
<td>1/115-121 Ballandella Road Pendle Hill NSW 2145</td>
<td>23-3-20</td>
<td></td>
</tr>
<tr>
<td>Matthew Mutch</td>
<td>Leading Hand</td>
<td>1/115-121 Ballandella Road Pendle Hill NSW 2145</td>
<td>18-3-20</td>
<td></td>
</tr>
<tr>
<td>Michael Macri</td>
<td>Leading Hand</td>
<td>1/115-121 Ballandella Road Pendle Hill NSW 2145</td>
<td>24-3-20</td>
<td></td>
</tr>
<tr>
<td>Joshua Hookey</td>
<td>Apprentice</td>
<td>1/115-121 Ballandella Road Pendle Hill NSW 2145</td>
<td>18-3-20</td>
<td></td>
</tr>
<tr>
<td>Stuart Evers</td>
<td>Formworker/Concreter</td>
<td>1/115-121 Ballandella Road Pendle Hill NSW 2145</td>
<td>23-3-20</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX A - Hourly Rates of Pay

Hourly Rates of Pay - Hourly

<table>
<thead>
<tr>
<th>YEAR</th>
<th>CCW 1A</th>
<th>CCW 1B</th>
<th>CCW 1C</th>
<th>CCW 2</th>
<th>CCW 3</th>
<th>CCW 4</th>
<th>CCW 5</th>
<th>CCW 6</th>
<th>CCW 7</th>
<th>CCW 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>On commencement of approved Agreement</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1/7/2021</td>
<td>22.51</td>
<td>24.76</td>
<td>30.24</td>
<td>31.75</td>
<td>32.74</td>
<td>34.35</td>
<td>35.88</td>
<td>37.44</td>
<td>39.50</td>
<td>41.21</td>
</tr>
<tr>
<td>1/7/2022</td>
<td>23.19</td>
<td>25.50</td>
<td>31.14</td>
<td>32.71</td>
<td>33.72</td>
<td>35.38</td>
<td>36.96</td>
<td>38.56</td>
<td>40.68</td>
<td>42.45</td>
</tr>
<tr>
<td>1/7/2023</td>
<td>23.88</td>
<td>26.27</td>
<td>32.08</td>
<td>33.69</td>
<td>34.73</td>
<td>36.44</td>
<td>38.07</td>
<td>39.72</td>
<td>41.90</td>
<td>43.72</td>
</tr>
<tr>
<td>1/7/2024</td>
<td>24.60</td>
<td>27.06</td>
<td>33.04</td>
<td>34.70</td>
<td>35.77</td>
<td>37.54</td>
<td>39.21</td>
<td>40.91</td>
<td>43.16</td>
<td>45.03</td>
</tr>
</tbody>
</table>

Allowances - Daily

<table>
<thead>
<tr>
<th>On commencement of approved Agreement</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACIRRT - Weekly (if applicable)</td>
<td>50.00</td>
</tr>
<tr>
<td>Travel Allowance - Daily</td>
<td>40.00</td>
</tr>
<tr>
<td>Meal Allowance - Daily</td>
<td>25.00</td>
</tr>
</tbody>
</table>
## APPENDIX B - Employee Classification Structure

### Appendix B - Classification Structure

<table>
<thead>
<tr>
<th>CCW1A</th>
<th>CCW1B</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Upon commencement in the industry</td>
<td>- Skills equivalent to CCW1A</td>
</tr>
<tr>
<td>- Current drivers licence</td>
<td>- After three months in the industry</td>
</tr>
<tr>
<td>- General Construction Industry Induction (white card)</td>
<td></td>
</tr>
<tr>
<td>- Manual labouring activities]</td>
<td></td>
</tr>
<tr>
<td>- Basic hand tool operation</td>
<td></td>
</tr>
</tbody>
</table>

### CCW1C

<table>
<thead>
<tr>
<th>CCW1B</th>
<th>CCW2</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Skills equivalent to CCW1B</td>
<td>- Skills equivalent to CCW1C</td>
</tr>
<tr>
<td>- After 12 months in the industry</td>
<td></td>
</tr>
<tr>
<td>- Competent in operation of hand and power tool operations</td>
<td>- Skilled labourer</td>
</tr>
<tr>
<td>- Basic understanding of WHS &amp; SWMS</td>
<td>- Competent in operation of compressors, plate compactor, wackers, vibrators, demo saw etc.</td>
</tr>
<tr>
<td></td>
<td>- Knowledgeable and competent in WHS principles and SWMS requirements</td>
</tr>
</tbody>
</table>

### CCW3

<table>
<thead>
<tr>
<th>CCW4</th>
<th>CCW5</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Skills equivalent to CCW2</td>
<td>- Skills equivalent to CCW3</td>
</tr>
<tr>
<td>- May have trade level qualification</td>
<td>- Basic understanding of plans and specifications</td>
</tr>
<tr>
<td>- Requires minimal supervision and direction</td>
<td>- Competent use of laser levels</td>
</tr>
<tr>
<td>- Competent operator of compaction equipment</td>
<td>- Competent operator of plant and machinery</td>
</tr>
<tr>
<td>Competent operator of Dump Truck</td>
<td>- Demonstrates a positive and proactive approach to WHS, quality and environmental management</td>
</tr>
</tbody>
</table>

### CCW5

<table>
<thead>
<tr>
<th>CCW6</th>
<th>CCW7</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Skills equivalent to CCW4</td>
<td>- Skills equivalent to CCW5</td>
</tr>
<tr>
<td>- Demonstrating basic leadership skills</td>
<td>- Fully competent in SWMS</td>
</tr>
<tr>
<td>- Assisting with the coordination of resources and materials / labour</td>
<td>- Qualified/expert plant and machinery operator</td>
</tr>
<tr>
<td>- Responsible for basic plant and equipment maintenance</td>
<td>- Has ability to run medium sized projects with minimal supervision</td>
</tr>
<tr>
<td>- Ability to run small projects with minimal supervision</td>
<td>- Highly effective planning scheduling skills</td>
</tr>
<tr>
<td>- Competent in completing daily reports</td>
<td>- Demonstrates highly effective leadership skills</td>
</tr>
<tr>
<td>- Basic computer/software skills</td>
<td>- Demonstrates a high standard of WHS, quality and environmental management</td>
</tr>
<tr>
<td></td>
<td>- Intermediate computer/software skills</td>
</tr>
</tbody>
</table>

### CCW7

<table>
<thead>
<tr>
<th>CCW8</th>
<th>CCW9</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Skills equivalent to CCW6</td>
<td>- Skills equivalent to CCW7</td>
</tr>
<tr>
<td>- Run small - medium sized projects unsupervised</td>
<td>- Intermediate commercial understanding of project management</td>
</tr>
<tr>
<td>- Complete management reporting where required</td>
<td></td>
</tr>
<tr>
<td>- High level of communication skills and stakeholder management</td>
<td></td>
</tr>
<tr>
<td>- Basic commercial understanding of project management</td>
<td></td>
</tr>
</tbody>
</table>

---

**CCW = Civil Construction Worker**
Dear Deputy President Cross

AG2020/851 TALIS Civil Pty Ltd Enterprise Agreement 2020-2024
Undertaking (s.190 of the Fair Work Act 2009)

I, Michael Fitzgerald, General Manager for TALIS Civil Pty Ltd give the following undertaking with respect of the TALIS Civil Pty Ltd Enterprise Agreement 2020-2024:

1. I have the authority given to me by TALIS Civil Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

2. In clause 2.a of the Agreement dealing with Definitions, we undertake that following definition shall apply which consistent with the Award:
   - Continuous shiftworker: means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

3. In clause 22 of the Agreement dealing with Annual Leave, we undertake the following amendments to the following subclauses:
   - 22.2 For each year of service an employee (other than a casual) is entitled up to:
     a) four (4) weeks of paid annual leave; or
     b) five (5) weeks of paid annual leave if defined as a continuous shiftworker
   - 22.5 will not be enforced by TALIS Civil Pty Ltd.

4. In clause 11.4 of the Agreement dealing with Casual Employees, we undertake that a minimum shift of 3 hours shall apply for each engagement.
5. In clause 11.3 of the Agreement dealing with Part Time employees, we undertake that hours of work will be agreed on commencement of employment and that clause 14.2 of the Agreement dealing with Overtime, will apply to all hours worked in excess of those agreed hours.

6. In clause 19 of the Agreement dealing with Travel Allowance, we undertake that for those employees on classification rates CW1A and CW1B will still be paid the travel allowance irrespective of whether a company vehicle or other offers of transport are provided.

Michael Fitzgerald
7 April 2020