

## EMPLOYER DECLARATION FORM EMPLOYEE COLLECTIVE AGREEMENT

The employer makes this declaration and completes the declaration form when lodging an employee collective agreement. The employer's declaration applies to the employee collective agreement named in the declaration form. The declaration form includes Part A: Employer's declaration, Part B: Agreement and employer details and Part C: The no-disadvantage test. The employer makes this declaration and completes the declaration form under caution that the provision of any information or document to the Workplace Authority the employer knows to be false or misleading is a serious offence under the *Criminal Code Act 1995*. The maximum penalty is 12 months imprisonment.

**Part A: Employer's declaration**

The employer party to the agreement lodged declares that: *(Please mark boxes with 'X' to indicate)*

- ☒ The information in the declaration form is true and correct to the best of the employer's knowledge.
- ☒ The agreement being lodged is a copy of a signed employee collective agreement.
- ☐ The agreement has been signed by the employer and a representative or bargaining agent of the employees who will be subject to the agreement
- ☒ The employee collective agreement was approved before lodgement because:
- all employees employed at the time who will be subject to the employee collective agreement were given a reasonable opportunity to decide if they wanted to approve the agreement; and
  - either there was a decision made by a vote where a majority of the employees who cast a valid vote approved the employee collective agreement, or
  - otherwise a majority of employees employed at the time who will be subject to the employee collective agreement decided they wanted to approve the employee collective agreement.
- ☐ The employee collective agreement was lodged with the Workplace Authority within 14 days after it was approved.
- ☒ For those employees employed at least seven days before approval of the agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:
- giving to all employees who will be subject to the employee collective agreement the written agreement or ready access to it, for at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
  - where the employee collective agreement refers to terms from another workplace agreement or award, giving all employees who will be subject to the agreement ready access to that other workplace agreement or award in writing, for at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
  - giving to all employees who will be subject to the employee collective agreement the Workplace Authority's *Information Statement for Employees (Collective agreements)* at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
  - giving a bargaining agent representing an employee a reasonable opportunity to meet and confer with the employer, during the period prior to when the seven day period commences and ending when the agreement is approved.
- ☐ For those employees who commenced employment within the seven days prior to approval of the agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:
- giving to those employees the written agreement or ready access to it (unless the seven day period has already been waived), for the period up to the time the agreement was approved; and
  - where the employee collective agreement refers to terms from another workplace agreement or award, giving to those employees ready access to that agreement or award in writing (unless the seven day period has already been waived) for the period up to the time the agreement was approved; and
  - giving to those employees the Workplace Authority's *Information Statement for Employees (Collective agreements)* for the period up to the time the agreement was approved; and
  - giving a bargaining agent representing any such employee a reasonable opportunity to meet and confer with the employer, during the period before the employee collective agreement was approved.



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**Workplace Authority**



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## EMPLOYER DECLARATION FORM EMPLOYEE COLLECTIVE AGREEMENT

Name of person making the declaration

Family name or surname

BLACKHORN

Given name(s)

GLENN CHARLES

I am: (mark appropriate box with an 'X')

☒ the employer, or ☐ an agent appointed by the employer and given authority to make this declaration.

Signature

Date of declaration

120609

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by the Fair Work Ombudsman

## PRIVACY STATEMENT

The Workplace Authority treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.

Any personal information provided by you in the declaration form will only be used or disclosed for the purposes of sending correspondence about your agreement, providing information to the Minister and conducting research related to the Workplace Authority's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, you may also receive information sent as part of the Workplace Authority's education and information function. If you wish to opt out from receiving such information, please contact the Workplace Authority on 1300 363 284.



Australian Government

Workplace Authority



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Phone 1300 363 284 Website [www.workplaceauthority.gov.au](http://www.workplaceauthority.gov.au)

EDF-PCA 0003 (2 of 11)

## Part B: Agreement and employer details

**Please provide information about the employee collective agreement. All questions must be answered.**

1. What is the name of the agreement? (e.g. XAY Pty Ltd Agreement 2006-2011)

[illegible]

2. How many employees are covered by the agreement?     | | | | / | 0

3. In what state/territory will the agreement be in operation? (mark all applicable boxes with an "X")

☐ ACT   ☐ NSW   ☐ NT   ☐ Qld   ☒ SA   ☐ Tas   ☐ Vic   ☐ WA

4. Did you employ staff in the state(s) or territory(ies) where the agreement will operate before 27 March 2006?

☐ No  
☒ Yes

- 5a. Does this agreement replace an existing agreement? (mark one box with an 'X')

Yes ☐ Go to Question 5b

No ☒ Go to Question 6

- 5b. What is the name and/or number of the agreement being replaced?

[illegible]

6. At the date of lodgement of the agreement, how many employees are in the following demographic groups?

**Female**

### Non-English speaking background

**Aboriginal and Torres Strait Islander people**

**Disabled**

### Part-time

**Casual!**

Under 21 years of age

Over 45 years of age (mature age)

- 7. What is your Australian Business Number (ABN)?**

8. What is your legal name?

[illegible]

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Phone: 1-800-861-2664 Website: [www.fairchildauthority.gov.au](http://www.fairchildauthority.gov.au)

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## EMPLOYER DECLARATION FORM EMPLOYER COLLECTIVE AGREEMENT

16. What employment sector do you belong to?



Private



Public (government-related employment)



Not for profit

17. Please provide contact details for the employer representative to whom we should direct our enquiries in relation to the lodgement:

Title



Mr



Mrs



Miss



Ms

Family name or surname

B L A C K M O R E

Given name

G L E N C H A R L E S

Email address

G L E N @ E R O N C I V I L . C O M

Phone number (include area code)

0 8 8 2 8 1 3 8 6 0

Mobile number

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\*07050805\*

Phone: 1800 363 264 Website: www.fairworkauthority.gov.au

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## EMPLOYER DECLARATION FORM EMPLOYEE COLLECTIVE AGREEMENT

### Part C: The no-disadvantage test

The no-disadvantage test ensures that a workplace agreement does not reduce employees' overall terms and conditions of employment when compared with the appropriate industrial agreement or award.

Please provide the following information about this employee collective agreement and the employees who will be covered by it. A copy of the signed employee collective agreement is to be attached to this form.

1. Have you applied to the Workplace Authority for the designation of an award(s)?

☒ No☐ Yes — Reference Number[illegible]

2. Has there been a transmission of business within the last 12 months?

☒ No

☐ Yes - Please provide previous employers ABN.

[illegible]

Please provide previous employers name

[illegible]

*(Please refer to our website for information on transmission of business. If there has been a transmission of business and the employee is a transferring employee, you may be contacted for further information).*

3. List the names of all awards (or former state awards) the employees subject to this agreement would be covered by if they were not employed under an agreement (if you're not sure, contact 1300 363 264 to find out. Attach additional pages if required.)

[illegible]

4. Are any employees:

**Paid a junior rate of pay?**

☒ No☐ Yes

Working under a supported wage system?

☐ No☐ Yes

**On a recognised apprenticeship or traineeship?**

☒ No☐ Yes

## Outworkers?

☐ No☐ Yes

**If Yes, you may be contacted to provide additional information.**



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Phone: 1.800.363.264 Web site: [www.worldopticalauthority.com.au](http://www.worldopticalauthority.com.au)

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## EMPLOYER DECLARATION FORM EMPLOYEE COLLECTIVE AGREEMENT

5. Please provide the following information for each job classification covered by the agreement. If you need more space, please attach additional pages.

Job classification name

CONSTRUCTION WORKER CW1-CW6  
TRANSPORT WORKERS AWARD TWS-7

What are the main tasks and duties for this job?

CILIU WORK TCOM LEADING TO  
OPERATOR TO LABOUR TO DRIVER

Please indicate in the table below the expected usual working hours of the employees in this classification.  
You may be contacted to provide additional information.

	Start time	Finish time	Length of breaks (minutes)
Monday	07:00	15:30	45
Tuesday	07:00	15:30	45
Wednesday	07:00	15:30	45
Thursday	07:00	15:30	45
Friday	07:00	15:30	45
Saturday			
Sunday			

Will the employees work Shift Work?

- ☒ No  
☐ Yes

Will the employees work Public Holidays?

- ☒ No  
☐ Yes – How many days per year



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# **TRON CIVIL CONTRACTING PTY LTD**

## **EMPLOYEE COLLECTIVE AGREEMENT**

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## PART 1: AGREEMENT ADMINISTRATION

### 1.1 APPLICATION OF THE AGREEMENT

This Agreement is BETWEEN:

- 1.1.1 the Company; and
- 1.1.2 the Employees.

### 1.2 DEFINITIONS

In this Agreement:

- 1.2.1 '**Act**' means the *Workplace Relations Act 1996* as amended from time to time.
- 1.2.2 '**Agreement**' means this Collective Agreement.
- 1.2.3 '**AIRC**' means the Australian Industrial Relations Commission.
- 1.2.4 '**Award**' means the *SA Civil Contracting Award 1999*.
- 1.2.5 "**Day**", except where otherwise indicated, a day is a twenty-four (24) hour period, from midnight to midnight.
- 1.2.6 '**Employees**', '**Employee**', '**They**' and '**Their**' means the Employees of the Company.
- 1.2.7 '**Immediate Family**' has the same meaning as in the Act, and includes the Employee's spouse (or de facto spouse), parent, sibling, child, grandparent or grandchild of the Employee and Their spouse.
- 1.2.8 "**Ordinary hours**", means any pay rate specified and payable to an employee for the ordinary hours of work without applying any overtime rate and/or allowances.
- 1.2.9 "**Penalty rate**", means an additional amount paid for working in excess of agreed ordinary hours.
- 1.2.10 "**Standard working hours**", means a daily spread of hours normally worked by full time employees.
- 1.2.11 '**WA**' means the Workplace Authority.
- 1.2.12 '**We**', '**Us**', '**Our**' and '**Company**' means or refers to Tron Civil Contracting Pty Ltd.
- 1.2.13 "**Week**", means seven (7) consecutive calendar days.
- 1.2.14 "**Weekday**", means any day from Monday to Friday inclusive, which is not a public holiday.
- 1.2.15 "**Year of service**", means a period of 365 days (366 days in a leap year) between beginning employment and the anniversary in the next and subsequent years.

### 1.3 COMMENCEMENT AND DURATION OF THE AGREEMENT

- 1.3.1 This Agreement will commence seven (7) days from the date that the WA issues a notice that the Agreement passes the no-disadvantage test in accordance with the Act.
- 1.3.2 This Agreement will have a nominal expiry period of five (5) years from the date of commencement. This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.

- 1.3.3 This Agreement can be terminated or varied during the life of the Agreement in accordance with the Act.

#### **1.4 CONDITIONS OF EMPLOYMENT**

- 1.4.1 Employees will observe Company policy as issued from time to time. Company policy does not form part of this Agreement.
- 1.4.2 The terms of the Award will not apply while this Agreement operates.
- 1.4.3 This Agreement supersedes all previous collective, certified and enterprise agreements.

#### **1.5 NO EXTRA CLAIMS**

Employees may not pursue any further claims relating to Their conditions of employment whether dealt with in this Agreement or not.

#### **1.6 VALIDITY OF THIS AGREEMENT**

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

#### **1.7 RESOLVING WORKPLACE CONCERNS OR DISPUTES**

This procedure will be followed to resolve any concerns or dispute arising from the Agreement.

- 1.7.1 The first step is for the Employee to discuss the matter and its potential resolution with Their immediate Supervisor/Manager as soon as possible. The Supervisor/Manager must respond within five (5) working days.
- 1.7.2 If the Employee is not satisfied with the outcome, They may refer the matter to a more senior Company Manager for further consideration and resolution. The Senior Company Manager must respond within five (5) working days.
- 1.7.3 If the dispute is still not resolved the Employee may refer the matter to the AIRC for conciliation.
- 1.7.4 While a concern or dispute is being dealt with, work will continue as normal except where there is a bona fide concern regarding an immediate threat to health or safety. Where there is a bona fide safety issue, Employees must perform alternative work as directed. There will be no bans, stoppages or limitations on the way that work is customarily performed.
- 1.7.5 At any stage an Employee may seek help, assistance or representation from a person, agent or employee association of Their choice.

## PART 2: OBLIGATIONS & RESPONSIBILITIES

### 2.1 EMPLOYEE RESPONSIBILITIES

There are some fundamental responsibilities that Employees have. These are:

- 2.1.1 To do all work to the best of Their ability, skill and competence.
- 2.1.2 To carry out Their work at places reasonably requested by the Company.
- 2.1.3 To report to Us immediately any breach or suspected breach of Company policy, practices or procedures or any act of misconduct of which Employees become aware.
- 2.1.4 To do Their best to promote, and not harm, Our business, interests and reputation.
- 2.1.5 To attend and remain at Their place of work, unless Their absence is authorised. An absence from work for a continuous period exceeding two (2) working days without notification to the Company will be prima facie evidence that an Employee has abandoned employment with the Company.
- 2.1.6 Inability to attend Their place of work due to illness or injury They must notify the Company prior to 7.00 am on any given day. Satisfactory proof of absence is required.
- 2.1.7 To comply with all of Our reasonable instructions in order to protect both Their own health and safety and the health and safety of other employees and any other person having dealing with Us at the workplace.
- 2.1.8 To refrain from smoking substances at the workplace (including on or in all property and vehicles owned by Us).
- 2.1.9 To refrain from the use or possession of non-prescribed drugs, alcohol or any other substance that may affect an Employee's ability to work. Employees must inform Us, prior to commencing work, if They are impaired by drugs (prescribed or non-prescribed), alcohol, or any other substance.
- 2.1.10 Uphold our zero tolerance requirements regarding drugs and alcohol or any other substance, which may affect your ability to work. **(Random testing will be carried out).**
- 2.1.11 For a reasonable cause to attend a doctor nominated by Us for a full medical examination if requested by Us at any time. The examination may also include a drug and alcohol test.
- 2.1.12 To keep confidential any 'Confidential Information' an Employee becomes aware of through Their employment with Us. Confidential Information includes all information relating to Our business or operational interests, Our methodology and affairs, financial information and anything else We notify as being confidential. Nothing in this clause precludes an Employee from divulging information about this Agreement to any other person.
- 2.1.13 Employees will respect and value the diversity of Our workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying.
- 2.1.14 Employees will comply with all OH&S Acts and Regulations, implementation of industry codes and practices to provide a safe workplace.
- 2.1.15 Performance and appearance of Employee's to the client and public is to be of the highest standard whilst employed by the Company.
- 2.1.16 To make sure any vehicle, machine and equipment that is in the Employee's control is kept to a safe and tidy standard. Any oversight in these areas could be seen as neglect on the Employee's part, this could mean disciplinary action to be taken.

- 2.1.17 Avoid any improvisation of any plant tool or equipment which could create a risk to their personal safety and to the safety of others including members of the general public.
- 2.1.18 Cleaning and/or washing of vehicles are to be undertaken in the Employee's own time unless agreed on by management. If the vehicle is not kept to a respectable state/cleanliness, then management may get vehicle cleaned by others at the expense of operator/driver.
- 2.1.19 Strict adherence to starting and finishing times from depot and/or sites will be maintained. Employees are required to depart Tron Civil's depot by 7.00 am. Preparation of work is to be carried out prior to the commencement and/or at end of the working day. Failure to attend work at the required time may result in disciplinary action being taken.
- 2.1.20 Any asset or property owned by the Company that is wilfully damaged and/or neglected will result in termination of employment.
- 2.1.21 Daily paperwork pertaining to work being carried out has to be filled in, with all details of manpower, machinery and materials used and handed to management at the completion of each day may be disregarded in emergency situation at the discretion of management.
- 2.1.22 Making of personal calls and/or messaging can only be made during scheduled breaks.
- 2.1.23 Employees will be required to repair and/or make good any defaults in the Employee's workmanship or on job sites created through negligence in their personal time. If the Employee refuses or neglects the direction in accordance with this agreement then disciplinary action may be taken.

## **2.2 DECLARATIONS TO US**

- 2.2.1 If any Employee wishes to hold a second job with someone else or work for themselves They must advise Us of this. The Company may oppose that request and Employees must comply with that decision if We are of the opinion it will harm Our business or negatively affect Their ability to work for Us.
- 2.2.2 New Employees have declared in Their employment application that all of the information provided to Us is accurate and complete. New Employees are required to disclose all pre-existing injuries and diseases of which They are aware or which could be foreseen to affect Their proposed employment. Failure by a new Employee to disclose any relevant or factual information may result in the termination of Their employment summarily.

## **2.3 CLASSIFICATION AND WORK REQUIREMENTS**

- 2.3.1 Employees are, subject to Their qualifications, experience and fitness, required to perform all of the tasks of Their position, including those tasks that are incidental or of a lower classification to the main functions of Their position.
  - 2.3.2 The allocation of tasks and the location of work will be at Company direction considering operational requirements.
  - 2.3.3 An Employee may, with Their consent, be appointed by the Company to another classification of work within this Agreement, in which case this Agreement continues to apply.
-

## **2.4 QUALIFICATIONS AND LICENCES**

- 2.4.1 An Employee may be required as a condition of Their employment to hold qualifications or licences. An Employee must notify the Company immediately if that licence or qualification is suspended or cancelled or They are disqualified from holding or obtaining that licence or qualification.
- 2.4.2 If a fundamental part of an Employee's employment is to hold a qualification or licence, a loss of that qualification or licence may result in termination of employment.
- 2.4.3 If an Employee does not hold the appropriate current qualification or licence, They are strictly forbidden from participating in activities that require that qualification or licence. Such conduct may result in disciplinary action which may include dismissal.

## **2.5 DRIVERS LICENCE**

- 2.5.1 If the Employee is required as a condition of Their employment to hold a current and valid vehicle licence, the Employee must notify the Employer immediately if Their licence is suspended or cancelled or noted Special Conditions or if the Employee is disqualified from holding or obtaining an appropriate licence.
- 2.5.2 If the Employee is employed where a fundamental part of Their condition of employment or duties is to drive a licensed vehicle, a loss of licence will be prima facie evidence, subject to consideration of all the facts, of frustration of contract that may result in termination of employment.
- 2.5.3 If the Employee is without an appropriate current and unfettered driver's licence the Employee is strictly forbidden from driving Company vehicles. If the Employee is found to be so driving, it will result in disciplinary action, which may include dismissal.
- 2.5.4 The Company has a zero alcohol /drug level for employees when engaged in driving Company vehicles. If the Employee is found to be driving a Company vehicle in excess of this level the Employee will be subject to disciplinary action, which may include dismissal.

## **2.6 CODE OF CONDUCT**

All Employees will have made available to them a copy of the Tron Civil Contracting Pty Ltd Code of Conduct in effect from time to time and will abide by the requirements contained in the Code.

### **2.6.1 Conflict of interest**

Prior to engaging in any personal activity, which could amount to a conflict of interest with Tron Civil Contracting Pty Ltd business, the Employee is to inform Tron Civil's management.

Where circumstances change in respect of any conflict of interest, the Employee is to inform Tron Civil's management immediately on the occurrence of any such change or as soon as possible.

## **2.7 TRAINING**

- 2.7.1 Training is an important part of an Employee's employment.
- 2.7.2 Employees are to undertake training as required by the Company to ensure They have all the skill and competencies needed to perform all of the tasks required.
- 2.7.3 Provided that the Company has consulted with the Employee and the Employee agrees, some training may be undertaken in the Employee's own time on a non-paid basis.
- 2.7.4 The Company will pay for the cost of training that it directs an Employee to take.

2.7.5 Employees are required to teach work skills and procedures to other employees as and when required by the Company.

2.7.6 Where an Employee is required to travel to attend training on any weekday and within standard working hours, They will receive a normal days pay for that day. There is no additional pay for travel time.

## **2.8 EXPENSES**

2.8.1 Where an Employee incurs out of pocket expenses, the Company will reimburse these provided that the expenses are reasonable and receipts or other evidence of the expense incurred are provided.

## **2.9 PERFORMANCE REVIEWS**

2.9.1 The Company conducts regular performance reviews with all Employees.

2.9.2 The purpose of the reviews is to assess performance against the key requirements of Their role. This will include an assessment of behaviour and work approach as it relates to Company values.

2.9.3 Reviews will also be used to assess future training, development needs, career planning and skills gaps.

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## **PART 3: CATEGORIES OF EMPLOYMENT**

### **3.1 PERMANENT EMPLOYMENT**

#### **3.1.1 Full-Time Employment**

This means an Employee employed on a permanent basis required to work 38 ordinary hours a week.

#### **3.1.2 Part-Time Employment**

This means an Employee employed on a permanent basis required to work up to 30 and no less than 15 ordinary hours a week over a seven (7) day period. A Part-Time Employee is entitled to pro-rata paid leave and public holidays (where applicable).

### **3.2 CASUAL EMPLOYMENT**

- 3.2.1 This means an Employee not employed on a permanent basis but rather Their hours of work and employment are subject to Their availability to work and Our need for Their services over a seven (7) day period.
- 3.2.2 There is no obligation on the Company to provide the Employee work.
- 3.2.3 Employment is by the hour and each period of engagement stands alone.
- 3.2.4 The Employee is not entitled to any paid leave entitlements (other than long service leave), payment for public holidays not worked, notice on termination and severance pay. Their casual ordinary hourly rate of pay is calculated on the basis of a wages rates specified in Schedule 1, less \$25.00 plus a casual loading of 25%. The casual loading compensates for these entitlements. The Employee is entitled to unpaid carer's leave and, if eligible, parental leave (see Leave provisions).
- 3.2.5 Either party providing three (3) hour's notice may terminate. This does not affect the right of the Company to dismiss without notice for misconduct or other lawful cause that justifies summary dismissal in which case no notice will apply.
- 3.2.6 Casual Employees are paid a minimum of three (3) hours for each agreed engagement unless given prior notice they are not required before commencement of work.
- 3.2.7 If in a day work period where you work past an eight (8) hour day overtime rates apply for that period of time.

### **3.3 FIXED-TERM CONTRACT EMPLOYMENT**

This means an Employee employed by Us for a fixed period of time or for a specific project/event of finite duration as determined by Their letter of offer.

### **3.4 PROBATIONARY PERIOD**

- 3.4.1 For a permanent Employee, three (3) months, with a further three (3) months optional, of Their initial employment will be as a probationary Employee serving a probationary period of employment.
- 3.4.2 During the probationary period either the Company or the Employee may terminate the Employee's employment for any lawful reason (not limited to matters specified in this Agreement) by giving one (1) week's notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal in which case no notice will apply.

- 4.1.1.7 Overtime not continuous with ordinary hours occurs where an employee, having left the workplace, is required by Tron Civil Contracting to return back to work.
- 4.1.1.8 An employee who has been called out to attend to an unforeseen occurrence will not be required to work for full minimum hours period. All employees called out will be paid a four (4) hour minimum at the rates specified in 4.2.1.2 (e).

#### 4.2.2 **Voluntary Overtime**

This Agreement offers Employee's a choice to work Voluntary Overtime.

- 4.2.2.1 'Voluntary Overtime' means overtime worked arising from an Employee's voluntary request at subclause 4.2.2.3. Voluntary Overtime can be provided if the Employee genuinely requests and then consents to working these hours at Their Ordinary Rate of Pay, because these working hours suit Their personal circumstances.
- 4.2.2.2 There is no obligation on an Employee to work Voluntary Overtime, it is entirely voluntary in nature.
- 4.2.2.3 Any election to work Voluntary Overtime must be made in writing using Schedule 2 and is subject to Our approval. An employee may at any stage revoke Their election to work voluntary overtime by notifying Us in writing.
- 4.2.2.4 If an Employee has not elected Voluntary Overtime and is directed to work overtime, the Employee will receive the applicable overtime rate from clause 4.2.1.

#### 4.2.3 **Time Off in Lieu of Overtime**

- 4.2.3.1 By agreement between the Company and an Employee, Overtime otherwise payable as prescribed in clause 4.2.1 may be taken as time off in lieu of payment ('**TOIL**') at single time (i.e. time off for time worked).
- 4.2.3.2 The taking of TOIL will occur at a time suitable to both the Employee and the Company, failing this by the Company providing two (2) day's notice.
- 4.2.3.3 Any accrued TOIL hours not taken will be paid at the Employee's ordinary rate of pay at the time of termination of employment.

### 4.3 **BREAKS**

- 4.3.1 Where an Employee works at least five (5) continuous hours, They will be entitled to a half hour unpaid meal break.
- 4.3.2 Breaks will be taken at times as determined by the Company based on operational requirements having regards to the critical utilization of plant and the requirements of the particular work-site (i.e.: road works). All requirements for meals (smoko /lunch) will be obtained in designated time allowed.
- 4.3.3 Employees are entitled to a paid break of at least fifteen (15) minutes in the morning.
- 4.3.4 After completing overtime, an Employee is either to be released from duty for such time as the Employee has had a ten (10) hours off duty or the Employee is to be paid at double the ordinary rate (2x) until a ten (10) hour break can be taken. If the time off falls between the ordinary hours of work the employee will be paid at ordinary rates.

## **PART 4: HOURS OF WORK**

### **4.1 ORDINARY HOURS**

#### **4.1.1 Span of Ordinary Hours**

- 4.1.1.1 Your average number of ordinary hours to be worked in a week if you are a full-time employee will be 38 hours
- 4.1.1.2 Your ordinary hours will be up to eight (8) per day between 5.00am to 6.00pm Monday to Friday and/or a five (5) day period over a seven (7) day week.
- 4.1.1.3 Your ordinary hours within a four (4) week work cycle will be 152 hours.
- 4.1.1.4 You will accrue one (1) R.D.O per four (4) week cycle and will be taken on monthly rotation with a maximum of (12) per year. (At the discretion of management any excess to be paid out at any given time).
- 4.1.1.5 R.D.O's will be programmed in accordance to Company work commitments. A leave form must be filled in giving one (1) week notice unless arranged by management.
- 4.1.1.6 An employee required to work overtime beyond 6.00 pm on any day Monday through Saturday or beyond 12.30pm on a Sunday or Public Holiday for a time exceeding two hours shall be paid a meal allowance except where such employee has been notified of such overtime on the previous day or days.

### **4.2 OVERTIME**

In this clause 'Overtime' means hours that are worked by an Employee either outside of the span of hours in clause 4.1.1.1 or are in excess of the limit of hours in clause 4.1.1.2.

#### **4.2.1 Overtime that We Require Employees to Work**

- 4.2.1.1 An Employee may be required to work a reasonable amount of Overtime as required by the Company.
- 4.2.1.2 Overtime will be paid as a multiple of the Employee's Ordinary Rate of Pay as follows:
  - (a) From Monday to Friday at 1.5 times for the first three (3) hours and 2.0 times thereafter.
  - (b) On a Saturday at 1.5 times for the first three (3) hours and 2.0 times thereafter.
  - (c) On a Sunday at 2.0 times.
  - (d) On a Public Holiday at 2.5 times.
  - (e) Callouts at 2.0 times minimum four (4) hours.
- 4.2.1.3 In this clause the Employee's Ordinary Rate of Pay is the applicable rate prescribed by Schedule 1, and in the case of casuals includes the Employee's casual loading.
- 4.1.1.6 Employees may be required to perform special work for urgent jobs. This shall mean work that may have been generally performed during the day but due to client requirements is performed at night. Where an Employee is required to work their ordinary hours on a night operation, They will be paid an extra 18% of Their ordinary rate of pay for all hours worked.

#### **4.4 INCLEMENT WEATHER**

##### **4.4.1 Definition of Inclement Weather**

- 4.4.1.1 inclement weather will mean the existence of abnormal climatic conditions (e.g. heavy rain, hail, severe cold, high wind, severe dust storm, extreme high temperatures for the locality concerned, or any combination thereof) by virtue of which it is either not reasonable or not safe for workers to continue working whilst exposed to the conditions.
- 4.4.1.2 Weather will be regarded as inclement by the site management following consultation with the employees concerned. Regard will be had to the normal and prevailing weather conditions for the location of the work.
- 4.4.1.3 a reasonable approach will be taken to inclement weather, which will mean work will continue unless it is either unreasonable or not safe for employees to continue working.

##### **4.4.2 Exemptions to Inclement Weather**

- 4.4.2.1 if you operate machinery fitted with a functional weatherproof cab, this will not be deemed to be exposed to inclement weather.
- 4.4.2.2 If you are not effected by the inclement weather, even though others may be so; you must continue working normally and, if necessary, will be provided with adequate protective clothing.

##### **4.4.3 Transfer**

- 4.4.3.1 On any site or section of a site affected by inclement weather you may be transferred to another site or section of the site for productive work. The Company will take a reasonable approach when requiring you to transfer from one work area to another. This will include giving consideration to the distance to be travelled and the time of day, however we maintain the discretion to make the final decision as to when the transfer is appropriate.

##### **4.4.4 Alternative Arrangements**

- 4.4.4.1 Should the transfer option be considered inappropriate by us, if you are directly affected by the inclement weather you may be required to attend the Company office and/or other location to perform general duties and/or attend safety, skills development or training sessions or to attend meetings to discuss the organization of work as directed by the Company.
- 4.4.4.2 Where none of the foregoing is available, you may be required to remain on site until the inclement weather has ceased. We will adopt a commonsense approach and will not unreasonably refuse to authorize you to leave the site on an appropriate approved leave basis (i.e. RDO) at the Company's discretion.

##### **4.4.5 Compliance**

Unless you comply with all the provisions of this clause, you may not be entitled to payment for wages during periods of inclement weather.

## **PART 5: REMUNERATION**

### **5.1 RATE OF PAY**

- 5.1.1 The minimum rate of pay will be the rate prescribed at Schedule 1 for the classification in which the Employee is employed.
- 5.1.2 Wages will be paid weekly by electronic funds transfer.
- 5.1.3 The rate of pay, Permanent Employees only, subsumes payment for (leave loading, dirty work, hot work, wet work). While the allowances specified below are usually paid on a per occasion basis and generally an Employee would not be required to perform all of these duties, the Employer has determined a maximum amount of time any Employee would be required to perform duties that the allowances relate to. The allowances have been included into the Employee's ordinary rate of pay and are paid 52 weeks of the year whether or not the Employee has performed the duties. The allowances included in the ordinary rate of pay equates to the following payments:
  - 5.1.3.1. Dirty Work: An employee who engaged on unusually dirty work (\$3.88 per day, equates to 7.6 hours of allowance payable).
  - 5.1.3.2. Hot Work: An employee, who works where the temperature is between 36 degrees and 46 degrees Celsius (\$1.82 per day, equates to 3.5 hours of allowance payable).
  - 5.1.3.3. Wet Work: An employee working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot (\$1.82 per day, equates to 3.5 hours of allowance payable).
- 5.1.4 Where an Employee has been engaged as a team leader, in charge of not more than five (5) persons, the team leader allowance has been subsumed into the Employees' rate of pay. Team leader allowance equates to \$32.10 per week or .845 cents per hour.

### **5.2 WAGE INCREASES**

Where the Australian Fair Pay Commission ('AFPC') grants an increase to the classification of work covered by this Agreement, the rates in this Agreement will be varied from the operative date of that decision to ensure that They meet the minimum standards, for that classification of work, as set by the AFPC.

### **5.3 ALLOWANCES**

- 5.3.1 The following allowances will be payable where applicable:
  - 5.3.1.1 Confined spaces: \$ 0.64 per hour or part thereof
  - 5.3.1.2 First Aid: \$ 2.19 per day (if nominated by the Company)
- 5.3.2 When working overtime, a meal allowance is payable except where Tron Civil Contracting:
  - 5.3.2.1.1 By agreement provides a meal, which is acceptable to the employee;
  - 5.3.2.1.2 or makes a payment that covers meals where the employee is working away from home.
- 5.3.3 To qualify for a meal allowance an employee is to work overtime:
  - 5.3.3.1 For a minimum of two (2) hours continuous with ordinary hours beyond 6.00 pm.

5.3.3.2 Subsequent meal allowances will be paid after each five (5) hours interval of overtime.

5.3.4 The Company pays any EFT costs associated with employee's wages being paid.

5.3.5 No other allowance in the Award applies other than those listed in this ECA.

#### **5.4 INCENTIVE PAYMENT SCHEME**

Having left the workplace, an Employee making themselves available to attend after hours work, due to no fault of Their own will be awarded a payment of \$30.00 over and above overtime rates.

#### **5.5 SUPERANNUATION**

Employer funded Superannuation will be made at the legislated level of the Superannuation Guarantee Charge of the appropriate rate of pay prescribed in this Agreement to the default funds of:

- OAMPS Superannuation Ltd as Trustee of OAMPS Super Fund (formerly CCF Super Fund)
- Construction & Building Industry Super (C+Bus)
- Statewide Superannuation Pty Ltd as Trustee of Statewide Superannuation Trust
- Australian Super Pty Ltd as Trustee of Australian Super (formerly ARF & STA)

#### **5.6 OVERPAYMENT**

5.6.1 In the event that the Company overpays an Employee, he/she agrees that the Company may recover that overpayment by equal instalments over a period not exceeding six (6) months. The Employee and Company may agree to a shorter period.

5.6.2 Where an Employee's employment is terminated and as at the date of termination there is an overpayment of wages, Employees agree that the Company may set off that overpayment against any wages or entitlements that the Company owes the Employee upon termination.

#### **5.7 START & FINISHING ONSITE (S&F)**

##### **5.7.1 Start & Finishing Onsite Allowance**

5.7.1.1 It is recognized that by the nature of the civil contracting work undertaken by the Company you may be required to travel to a number of different work sites from time to time.

5.7.1.2 Wherever practical we will endeavour to locate you on a site that is closest to your usual place of residency, subject to skill requirements at a work site.

5.7.1.3 You will be paid \$15.50 per day if required to start and finish onsite for compensation for the travel patterns and mobility requirements (50km radius from either depot or place of residency).

5.7.1.4 The above rate only applies to use of personal vehicles.

##### **5.7.2 Travelling outside radial areas**

Where you travel daily from inside any radial area mentioned above to a job outside that area (50km radius) you would be paid:

5.7.2.1 The relevant allowance prescribed above; and

5.7.2.2 In respect of travel from the designated radius to the job and return to that radius:

- 5.7.2.3 The time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "onsite" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;
- 5.7.2.4 Any expenses necessarily and reasonably incurred in such travel, which will be 43 cents per kilometre where you use your own vehicle.

Provided that an employee on such a job whose residence is outside the radial areas prescribed above shall be entitled to the provisions of 5.7.2.1, but not 5.7.2.2.

### **5.7.3 Travelling between radial areas**

The provisions of subclause 5.7.1.3 will also apply if you are required to travel daily from one of the areas mentioned in subclauses 5.7.1.3 to an area or another area mentioned in subclauses 5.7.1.

### **5.7.4 Provision of Transport**

- 5.7.4.1 The above vehicle and travel allowances will not be payable if the Company provides or offers to provide a Company vehicle or transport free of charge to you to travel to and from your place of work, or when you are requested to report to a fixed establishment or place of work not being a civil contracting site.
- 5.7.4.2 Time spent travelling from your domiciled home to your place of work and return outside ordinary hours will not be regarded as time worked for any purpose of this Agreement and no travelling time will be paid in this respect.
- 5.7.4.3 If Their abode is closer to the work-site than coming to the Company's depot then no travel (S&F) will be deemed payable (50 km radius).

## **5.8 PLANT & MACHINERY/MOTOR VEHICLES**

- 5.8.1 Whilst you have the use of a company vehicle to travel to and from work and/or work sites cleaning of your company vehicle is to be carried out in your personal time.
- 5.8.2 Any tool or equipment lost or stolen off the vehicle whilst in your care in or out company time could be classed as neglect on your part and will be required to be replaced at your cost.
- 5.8.3 These monies can and will be deducted from your weekly wages.

## **5.9 EXPENSES**

- 5.9.1 Where you are required by us to be accommodated away overnight on Company business and it is not practicable to return to your domiciled location (at our discretion), we will pay you \$80.00 per day for accommodation and all meal expenses.
- 5.9.2 Where a part day away occurs, or where the Company provides a meal(s) or accommodation, the expense amount will be determined by affecting a calculation involving a meal(s) of \$15.00 per meal.
- 5.9.3 Where you are accommodated in a construction camp where free messing is available, you will receive \$25.00 per day in lieu of \$80.00 per day.
- 5.9.4 The expense payments of this clause are for reimbursement of expenses incurred and are not to be deemed as wages.
- 5.9.5 Where an Employee incurs out of pocket expenses, the Company will reimburse these provided that the expenses are reasonable and receipts or other evidence of the expense incurred are provided.

**5.10 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

- 5.10.1 Employees are required to wear a uniform in accordance with Company policy, as amended from time to time.
- 5.10.2 The Company will supply 4 drill shirts, 2 jumpers, 2 pair of drill trousers and 1 pair of safety footwear to permanent company employees per year to a cost of (footwear up to \$80.00, shirts and jumpers combined \$235.00) if any extra clothing or footwear is required it will be at employees cost. These items are required to be worn on a daily bases in a clean and respectable condition so as to keep up the Companies image.
- 5.10.3 The Company will replace at no cost to an Employee any personal protective equipment that is damaged through fair wear and tear.
- 5.10.4 Any form of protective clothing required by the Company to be worn or specified by the Act and Regulations will be supplied free of cost to the employee. Employees are to wear the clothing and use equipment supplied. Disciplinary action may be taken where an employee breaches "Tron Civil Contracting Safety Policies".
- 5.10.5 Replacement will be made at appropriate intervals based on fair wear and tear.

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## **PART 6: LEAVE**

### **6.1 ANNUAL LEAVE**

- 6.1.1 Employee's are entitled to four (4) weeks paid annual leave per year (19 days plus 1 RDO {to be taken over the Company's Xmas closure}). Annual leave will accrue and be credited on a pro rata basis each four weekly period at the rate of 1/13 of ordinary hours worked.
- 6.1.2 An Employee will be required to take a nominated period of annual leave due to a partial or complete shutdown over the Xmas period. We will advise the dates to be taken prior to the shutdown.
- 6.1.3 Remaining annual leave will be taken at times agreed. In the absence of agreement, the Company may direct an Employee to take 25% of Their annual leave entitlement at any time the Employee has accrued four (4) weeks or more annual leave.
- 6.1.4 Normally annual leave must be taken in the year in which it accrues.
- 6.1.5 Annual leave is payable at the Employee's Ordinary Rate of Pay for the number of ordinary hours that would have worked during the period of annual leave. Annual leave hours paid will be deducted from the Employee's accrued entitlement.
- 6.1.6 Any annual leave accrued but not taken will be paid out on termination of employment based on the Ordinary Rate of Pay at that time.
- 6.1.7 Leave loading is not payable. It has been included in the Employee's Ordinary Rate of Pay.
- 6.1.8 An Employee has the option, with Company approval, to cash out up to two (2) weeks of Their annual leave in each 12 month period. Applications to cash out annual leave must be in writing. Payment is based on the Employee's Ordinary Rate of Pay for the number of ordinary hours requested to be cashed out.

### **6.2 PERSONAL LEAVE**

- 6.2.1 An Employee is entitled to accrue and utilise paid personal leave per year in accordance with this clause, if the Employee is unable to attend work because of a personal injury or illness (sick leave), or because They have to care for a member of Their Immediate Family or household (carer's leave).
  - 6.2.2 Personal leave will accrue and be credited to an Employee each four weekly period at the rate of 1/26 of the ordinary hours worked.
  - 6.2.3 An Employee will receive payment for the day of the absence based on Their Ordinary Rate of Pay. The hours paid as Personal leave will be deducted from the Employee's accrued entitlement.
  - 6.2.4 A maximum of ten (10) days paid carer's leave may be taken in any one (1) year.
  - 6.2.5 An Employee will only be entitled to personal leave if the day(s) requested for personal leave was an ordinary day that the Employee would have been required to work.
  - 6.2.6 An Employee is required to produce a medical certificate for any absence taken for sick leave. An Employee will not be required to produce a medical certificate where the circumstances would make it unreasonable for the Employee to do so. In this case They must provide the Company with a statutory declaration that sets out the reason for Their absence and why They could not obtain a medical certificate.
  - 6.2.7 An Employee is required to produce either a medical certificate or a statutory declaration for any absence taken as carer's leave.
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- 6.2.8 Failure to provide either a medical certificate or statutory declaration as applicable may result in non-payment of personal leave.
- 6.2.9 An Employee is required to produce proof for any absence taken before or after a weekend, long weekend, long service leave, annual leave, Public holiday or RDO.
- 6.2.10 If an Employee is unable to attend work because of injury or illness, They must inform the Company as soon as is reasonably practicable and, in any event, prior to the start of Their shift, unless They are unable to comply with this requirement due to reasons beyond Their control. In order to comply with OH&S requirements, such advice must include:
  - 6.2.7.1 the nature of the injury or illness (if known), and
  - 6.2.7.2 the period the Employee expects to be away from work.
- 6.2.11 If it is not practicable for the Employee to give the Company prior notice of Their absence, They must notify the Company by telephone at the first practicable opportunity. Failure to provide such notice may result in non-payment of personal leave.
- 6.2.12 Unused personal leave will accrue from year to year.
- 6.2.13 Unused personal leave will not be paid out on termination.
- 6.2.14 In circumstances where an Employee has exhausted Their paid carer's leave entitlement They are entitled to up to two (2) days' unpaid carer's leave for each occasion on which They may have otherwise claimed paid carers leave. A casual employee may also access up to two (2) days' unpaid carer's leave, subject to meeting the notice and evidence conditions above.

### 6.3 PUBLIC HOLIDAYS

- 6.3.1 Public holidays will be recognised on those days prescribed by the *South Australian Holidays Act 1910*.
- 6.3.2 An Employee will not lose ordinary pay as a result of a public holiday falling on a day that They would normally be rostered to work. An Employee will be paid at Their ordinary rate for that day.
- 6.3.3 The Company may require an Employee to work on a public holiday. If an Employee is required to work on a public holiday, They will be paid Your Ordinary rate plus double time.

### 6.4 COMPASSIONATE LEAVE

- 6.4.1 Employees are entitled to paid leave for up to two (2) days per occasion to attend to
  - 6.4.1.1 the bereavement, or
  - 6.4.1.2 a life threatening illness/injury of a member of Their Immediate Family or household.
- 6.4.2 Payment for the day of the absence is based on the Employee's Ordinary Rate of Pay.
- 6.4.3 An Employee must advise the Company as soon as possible of Their need to take compassionate leave.
- 6.4.4 Compassionate leave is non-cumulative.

- 6.4.5 An Employee may be required to produce suitable evidence for Their requirement to take and be paid for compassionate leave. Failure to provide suitable evidence may result in non-payment of compassionate leave. Suitable evidence may be in the form of a death notice or statutory declaration.
- 6.4.6 For the purpose of this clause, an 'occasion' is limited to each separate life threatening illness or injury sustained by the person concerned.

## **6.5 LONG SERVICE LEAVE**

Employees are entitled to long service leave subject to the qualifying conditions and terms of the relevant state legislation.

## **6.6 PARENTAL LEAVE**

Employees are entitled to Parental Leave in accordance with the minimum conditions of the Act.

## **6.7 JURY SERVICE**

- 6.7.1 If an Employee is required to attend jury service on a day that would have otherwise been worked as ordinary hours, They are entitled to be absent from work on that day(s).
- 6.7.2 The Employee will be entitled to payment for the difference between the payment They receive from the court for jury service and the amount of ordinary wages that They would have earned had They been at work.
- 6.7.3 Payment is conditional upon the Employee providing proof of Their requirement to attend jury service.

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## PART 7: TERMINATION

### 7.1 PERIOD OF NOTICE

#### 7.1.1 Notice of Termination by Us

- 7.1.1.1 In order to terminate an Employee's employment, the Company must provide the applicable period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 7.1.1.2 In addition to this notice, if an Employee is over 45 years of age at the time of giving notice with not less than two (2) years' continuous service, They are entitled to an additional one (1) week's notice.
- 7.1.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Company requiring the Employee to work part of the required period of notice and by making payment in lieu for the period of notice not worked. Payment in lieu is at Company discretion.
- 7.1.1.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time not worked during the period of notice (had employment not been terminated) will be used.
- 7.1.1.5 The period of notice in this clause, shall not apply in the case of serious and wilful misconduct, in which case notice may be immediate. The period of notice in this clause does not apply to an Employee engaged for a specific period of time or for a specific task(s) //or an Employee engaged as an apprentice/trainee//.

#### 7.1.2 Notice of Termination by Employees

- 7.1.2.1 The notice of termination required to be given by an Employee is one (1) week.
- 7.1.2.2 If an Employee fails to give the correct notice, the Employee agrees that Company has the right to withhold or deduct from any monies owed to the Employee, an amount equal to the Ordinary Rate of Pay for the period of notice not given.
- 7.1.2.3 This clause shall not apply to the employment of fixed term contract employees.

## 7.2 REDUNDANCY

### 7.2.1 Definition

Redundancy occurs when the Company decides that it no longer wishes the job an Employee has been doing to be done by another employee of the Company.

### 7.2.2 Transfer to Lower Paid Duties

If We transfer an Employee to lower paid duty as a result of Their position becoming redundant, the same period of notice must be given to as would have applied if the employment had been terminated. The Company may at its discretion, make payment in lieu of notice by an amount equal to the difference between the Employee's former Ordinary Rate of Pay and the new ordinary time rate for the number of weeks of notice still owing. In this situation, no severance pay is payable.

### 7.2.3 Severance Pay

7.2.3.1 In addition to the period of notice prescribed for ordinary termination, where employment is terminated due to redundancy an Employee will be paid the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay

7.2.3.2 'Weeks' pay' means an Employee's Ordinary Rate of Pay, exclusive of penalties or loadings.

### 7.2.4 Alternative Employment

7.2.4.1 If the Company finds the Employee acceptable alternative employment, which may include acceptable alternative employment at another location, the Company will not be obliged to pay severance pay.

7.2.4.2 If the Company (or part of it) is purchased or acquired by another business and the Employee accepts employment with that business, the Company will not be obliged to pay severance pay. Where an Employee refuse the offer of employment with the new business the Employee will not be paid severance pay.

### 7.2.5 Employees Exempted

This clause does not apply where employment is terminated for a reason other than redundancy, or if the Employee is a casual employee of any kind, an employee serving a probationary/qualifying period, an apprentice or an employee engaged for a specific period of time or for a specific task or tasks.

### 7.3 RETURN OF PROPERTY

7.3.1 Upon termination of employment for any reason, an Employee must immediately return all property belonging to the Company.

7.3.2 For the purpose of this clause 'Property' includes anything:

7.3.2.1 that the Company notifies as it's property;

7.3.2.2 an Employee is directed to return to the Company at the end of Their employment;

7.3.2.3 an Employee should be reasonably aware of what is the Company's property.

For example, 'Property' includes but is not limited to keys, uniforms, phones, computers and equipment.

7.3.3 For any outstanding property not returned, costs or money owed by an Employee to the Company, the Company has the right to withhold or deduct from the final payment of monies Owed to the Employee an amount equal to the reasonable value of what is Owed to the Company by the Employee.

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# SCHEDULE 1

## ORDINARY RATES OF PAY

Level	Permanent Employee Rate per Hour \$		Casual Employee Rate per Hour \$	
	Award	ECA Rate	Award	ECA Rate
CW1 - Labourer (prob. period 3-6 mths)	17.28	21.60	20.77	21.87
CW2 - Labourer (after probationary period)	17.92	22.35	21.57	22.67
CW3 - Locator - Teamleader Grade 2 - Boring Machine Operator	18.23	22.71	21.97	23.07
CW4 - Teamleader Grade 3	18.66	23.22	22.50	23.60
CW5 - Teamleader Grade 4	18.99	23.61	22.91	24.01
CW6 - Teamleader Grade 5	19.14	23.78	23.11	24.21
CW7 - Supervisor	N/a	24.45	N/a	24.88
PO1 - Plant Operator Grade 1	18.10	22.56	21.80	22.90
PO2 - Plant Operator Grade 2	18.84	23.43	22.73	23.83
PO3 - Plant Operator Grade 3	19.23	23.89	23.21	24.31
PO4 - Plant Operator Grade 4	N/a	24.57	N/a	24.99
TW1 - Yard/Store Person	15.20	18.96	18.62	19.72
TW2 - Driver > 4.5T	15.60	19.43	19.11	20.21
TW3 - Driver/Forklift Operator < 13T	15.80	19.66	19.36	20.46
TW4 - Driver > 13T	16.10	20.02	19.72	20.82
TW5 - Driver < 22T	16.30	20.25	19.97	21.07
TW6 - Driver >22 T	16.51	20.50	20.22	21.32
TW7 - Driver "B Doubles"	16.76	20.79	20.53	21.63

## SCHEDULE 2

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### EMPLOYEE AGREEMENT/REQUEST TO WORK VOLUNTARY OVERTIME

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In accordance with the provisions of this Employee Collective Agreement, I wish to work Voluntary Overtime as detailed below:

Day(s): .....

Date(s): ..... From     /     /     To     /     /

Location(s): .....

Signed by the Employee: .....

Employee's Name: .....

Date of Agreement: .....

Authorised by the Company:

Name: .....

Date of Agreement: .....

Original: To the Employees file/payroll  
Copy 1: To the Employee

## SCHEDULE 3

### SIGNATURE PAGE

#### EMPLOYEE WAIVER AGREEMENT SIGNATURE

(boxed areas are for company use only)

I, ..... (Manager/Supervisor) provided .....  
 (Employee) with this Agreement and "Information Statement for Employees" on ...../...../..... (date).  
 I also instructed the Employee that they must have the Agreement and Information Statement for  
 Employees for a minimum of seven (7) full days before they are able to sign the Agreement **or they**  
**must sign the below waiver to sign the Agreement earlier.**

I agree to waive the seven (7) day consideration period for the Agreement and Information Statement.

.....(Signature)

#### EMPLOYEE AGREEMENT SIGNATURE

.....(Signature)

Name: .....

(PLEASE PRINT CLEARLY)

Address: .....

Postcode: .....

Employment Category: .....

Classification: .....

\*Dated:                 /         /

\* This date must not be sooner than seven (7) days  
after receiving the Agreement and Information  
 Statement for Employees, unless the notice period is  
 waived by You by signing the waiver above.

Parent/Guardian Signature if Under 18 years:

.....(Signature)

in the presence of: (Note: cannot be the Employer or Employer's Bargaining Agent)

.....(Signature)

Name: .....

Address: .....

.....

**SIGNED FOR AND ON BEHALF of**  
**Tron Civil Contracting Pty Ltd**  
ABN: 98 008 086 851

.....(Signature)

Name: .....

Position: .....

Address: .....

.....

Dated:                      /                      /

in the presence of:

.....(Signature)

Name: .....

Address: .....

.....

Our Ref: 2925\_Ballot Paper\_jp0901

**TRON CIVIL CONTRACTING PTY LTD  
EMPLOYEE COLLECTIVE AGREEMENT**

**BALLOT PAPER**

**Directions for voting:**

Please make your selection by placing a tick (✓) in ONE box only.

**Your vote**

I vote to **ACCEPT** the

Tron Civil Contracting Pty Ltd  
Employee Collective Agreement

☒

I vote to **REJECT** the

Tron Civil Contracting Pty Ltd  
Employee Collective Agreement

☐

Please place your ballot paper in the envelope provided and return to the Company office.

Received  
4/5/09 8.31am  
gos

Our Ref: 2925\_Ballot Paper\_jp0901

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4/6/09 8:31 AM  
GOS

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RECEIVED  
4/6/09 8-51 AM  
qcs

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EMPLOYEE COLLECTIVE AGREEMENT**

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RECEIVED  
4/6/09 8:51AM cps

Our Ref: 2925\_Ballot Paper\_jp0901

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EMPLOYEE COLLECTIVE AGREEMENT**

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4/6/09 8:31am cps

Our Ref: 2925\_Ballot Paper\_jp0901

**TRON CIVIL CONTRACTING PTY LTD  
EMPLOYEE COLLECTIVE AGREEMENT**

**BALLOT PAPER**

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Received  
4/6/09 8-31 (S)

Our Ref: 2925\_Ballot Paper\_ip0901

**TRON CIVIL CONTRACTING PTY LTD  
EMPLOYEE COLLECTIVE AGREEMENT**

**BALLOT PAPER**

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4/6/09 8-31AT GOS

Our Ref: 2925\_Ballot Paper\_jp0901

**TRON CIVIL CONTRACTING PTY LTD  
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RECEIVED


4/6/09

8:31 AM


QPS

**Signed by employee representative:**

Signature



Full name of Signatory (please print)



Address of Signatory



Position



Date

12 / 6 / 2009

**Signed for the employer:**

Full name of Signatory (please print)

GLEN. C. BLACKMORE

Address of Signatory

15-21 BREMEN DR  
SALISBURY SM SA 5106

Position

GENERAL MANAGER.

Date

12 / 6 / 20 9

Note: it is not a requirement to include the dates that the agreement is signed but it is recommended best practice.