

CPCCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

Practical Task 1 (2X)

Description of task:

On two (2) occasions, a suitable observer is to verify the participant's ability to apply legal requirements to building and construction projects:

- Occasion 1: Residential buildings
- Occasion 2: Low rise commercial buildings (Class 1 and 10 construction and Classes 2 to 9 with a gross floor area not exceeding 2000 square metres, not including Type A or Type B construction)

The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include:

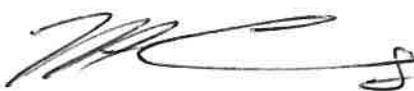
- Copies of any licences
- Business insurance Certificates of Currency
- A copy of a WHS Policy
- A copy of an Environmental Policy
- If an employer - copies of employee records, apprenticeship papers
- Sub-contractor agreements or a copy of a sub-contract
- A copy of a Business Activity Statement
- A copy of a business tax invoice that references relevant legislation
- A copy of a Dispute Resolution Procedure or documentary evidence of a dispute

The observer is to provide detailed comments on the tasks completed by the participant. The assessor is to verify the observer's comments in the Assessor Comments section, and provide the Practical Assessment outcome on the front cover of this document.

Resources required:

Computer, Telephone, Building Contract.

Assessment of task

Name of participant:	Virginia Hemsley		
Name of observer:	Neil Carsburg		
Role of observer (Confirm suitability to sign)	Managing Director		
Email address of observer	neil@carsburgearthmoving.com.au		
Signature of observer:			
Date:	Click here to enter a date.		
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.		
	1st Occasion	2nd Occasion	
1 Legal obligations			
1.1A. Research and apply licensing or registration legislation relevant to the region, including classifications for builders, supervisors and managers.	☒	☒	

1.1B.	Research, apply and monitor safety legislation and regulations applicable to on-site construction, including site safety signage requirements.	☒	☒
1.1C.	Research and apply codes, Acts, regulations, by-laws and standards applicable to: - Construction of the particular building project - Insurance - Sustainability - Environmental matters	☒	☒
1.1D.	Set up and administer financial systems in compliance with legislation, including: - Payroll, including payment of wages, and subcontractor and supplier invoices - GST systems in compliance with legislation	☒	☒
1.1E.	Meet building contract obligations through: - Observing common law principles, legislation, regulations, fair trading requirements - Selecting the correct form of contract for the project - Carrying out the work in accordance with contractual obligations - Meeting contractual conditions, including communicating with local or regulatory authorities on matters regarding approvals and financial matters	☒	☒
2 Industrial relations obligations			
1.2A.	Research and apply relevant industrial relations policies and obligations, referring to relevant authorities	☒	☒
1.A.	Identify and contract subcontract companies that comply with company policy and obligations.	☒	☒
1.2B.	Apply relevant awards to contracts.	☒	☒
1.2C.	Use workplace agreements in accordance with company policy.	☒	☒
1.2D.	Take proactive measures to ensure discrimination and harassment and not practiced in the workplace, referring to anti-discrimination and equal employment opportunity legislation.	☒	☒
1.2E.	Identify and apply provisions of training agreements.	☒	☒
1.2F.	Make available to employees any reference material on access to industrial relations or legal information.	☒	☒
3 Dispute resolution processes			
1.3A.	Apply organisational dispute resolution processes.	☐	☐
1.3B.	Deal with customer complaints according to company policy.	☒	☒
1.3C.	Document disputes, recording and maintaining outcomes.	☒	☒
1.3D.	Effectively communicate using the following methods: - Language/concepts appropriate to cultural differences - Non-verbal communication - Written skills – using memo, letter, facsimile or email	☒	☒
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory			

OBSERVER COMMENTS

Carsburg Earthmoving Enterprise Agreement 2020

1. Parties to the agreement

The parties to the agreement will be as follows;

- Carsburg Earthmoving as the Employer consisting of:
 - Carsburg Earthmoving Pty Ltd, and
 - Carsburg Civil Pty Ltd.
- The employees of Carsburg Earthmoving engaged in the classifications contained herein.

2. Application of Agreement

This agreement will apply to the employer and to their employees engaged in the classifications contained in this agreement engaged in earthmoving, plant hire, transport and related works.

Civil construction and maintenance work shall include but not be restricted to the construction, alteration, installation and maintenance of;

- Water supply and sewerage
- Roads, bridges and wharves
- Dams
- Subdivisions and site development work.
- Earthworks and land clearing
- Civil Engineering Infrastructure projects
- Haul Roads and Car parks
- Landscape works

Provided, any Greenfields or Project Specific Agreement made by the Employer or Joint Venture which the Employer is part, and which is approved by the Fair Work Commission, will cover the Employer and any employees at that particular Project/ site to the exclusion of this Agreement.

3. Duration of Agreement

The agreement shall apply from 7 days after the date of approval with the Fair Work Commission until 30 November 2023.

4. Purpose of Agreement

The purpose of the agreement is to provide comprehensively the wages and conditions of employment for the work performed described herein. The agreement is a stand-alone document and applies to the exclusion of the *Building and Construction General On-site Award 2010*, except as provided by specific reference in this Agreement.

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

5. Contract of Employment

5.1. Engagement

The employment shall be full time, part time or casual employment. The employee will be notified at the time of engagement of the employment status.

5.1.1. A full time employee shall mean an employee engaged for 38 hours per week.

5.1.2. Part-time employees shall mean an employee engaged on a regular basis for less than 38 hours per week. A part time employee shall be entitled to the same entitlements of a full-time employee on a pro-rata basis.

Before commencing a period of part-time employment, the employee and employer will agree in writing:

- That the employee may work part-time;
- Upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work;
- Upon the classification applying to the work to be performed; and
- Upon the period of part-time employment

All hours worked in excess of an employee's agreed weekly or daily hours shall be paid at the applicable overtime rates.

5.1.3. Casual employees meaning employees engaged as such will receive a loading of 20% in addition to the rates prescribed in Clause 6.1 as their ordinary rate. This rate will compensate for annual leave, personal/carers leave, notice, redundancy and any other full-time entitlements that do not apply to casuals. A casual employee shall be entitled to payment for a minimum of four (4) hours' work per engagement.

All employees will be subject to a six (6) month probation period.

Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide employees with more satisfying and challenging jobs and enhance their career growth opportunities.

There shall be no demarcation or restrictions between functions or organisational status including between traditional crafts, occupations, or vocations or callings.

An employee may be required to, and shall perform, any function providing the employee has the required expertise to safely discharge the requisite and provided that, such functions shall be subject to safe, legal and practical work practices.

The level of flexibility and skill is comprehended in the wage rates for each classification.

5.2. Casual Conversion

5.2.1. A casual employee, other than an irregular casual employee, who has been engaged by the Employer for a sequence of periods of employment under this Agreement during a period of 12 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

5.2.2. An irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

5.2.3. The Employer shall provide an eligible employee notice in writing of the provisions of Clause 5.2 within four weeks of the employee having attained such period of

12 months. The employee retains their right of election under Clause 5.2 if the employer fails to comply with the clause.

5.2.4. Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

5.2.5. Any casual employee who has a right to elect under Clause 5.2, on receiving notice or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably refuse.

5.3. Termination

A permanent employee's termination shall be in accordance with the provisions of the *Fair Work Act 2009* (Cth). The period of notice to be given by the employer shall be as follows:

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

This period of notice shall be increased by one week where the employee is over 45 years of age and has completed two years of continuous service with the employer.

The period of notice to be given by the employee shall be the same as the Employer except for the additional notice for being over 45, in accordance with the *Building and Construction General On-site Award 2010*.

Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu. Payment in lieu of notice shall be at the employee's ordinary weekly wage for the ordinary hours not worked by the employee during the period of notice. Nothing in this clause shall affect the right of the employer to summarily dismiss an employee for conduct that justifies this action.

5.4. Redundancy

Redundancy will be in accordance with the National Employment Standards (NES) and the *Fair Work Act 2009* (Cth).

The liability for payments arising in terms of this clause on the Employer can be offset or partially offset by any payments made on behalf of an employee to a recognised redundancy fund. Employees will wear and maintain personnel protective equipment and safety equipment whilst in areas requiring such equipment.

5.5. Drugs and Alcohol Testing

The employer reserves the right to introduce drug and alcohol testing during the life of this agreement. Prior to introduction of testing there will be reasonable consultation with

the employees.

5.6. Consultation

The Parties to the Agreement will be bound by the Consultation Term in Schedule 1.

5.7. Flexibility

The Parties to the Agreement will be bound by the Flexibility Term in Schedule 2.

6. Classification and Wage Rates

Employees shall be classified and paid in accordance with the following structure.

The wage rates for each classification are as prescribed below. The rates compensate for all special skills and/or disabilities and/or special rates associated with the industry of the employer (Rates are given per hour for ordinary hours of work).

Employees shall be classified and paid in accordance with the following structure;

- Probationary Operator shall mean a plant operator in the probationary employment period of 3 months.
- Construction Worker / Labourer shall mean an employee with greater than 3 months engaged in manual support and construction related duties and or employee not otherwise classified.
- Truck Driver shall mean an employee who is proficient in rigid and articulated vehicles
- Plant Operator shall mean an employee who is proficient in and has attained qualification/certification in the operation of earthmoving plant and engaged as a plant operator/ truck driver.

6.1. Wage Rates

The wage rates for each classification are as prescribed below. The rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the employer.

Employees who currently receive a pay rate in excess of those provided for in this agreement will continue to receive such amounts.

Classification	Permanent \$ per hour (Minimum)	Casual \$ per hour (Minimum)
Probationary Operator	\$26.47	\$31.76
Construction Worker / Labourer	\$27.30	\$32.52
Truck Driver	\$27.30	\$32.76
Plant Operator	\$31.16	\$37.40

Employees will be classified and actual pay rate determined at the discretion of the employer in accordance with an assessment of the employee's skill level, experience and competencies.

Newly hired employees will be offered a pay rate in accordance with the employer's assessment of their skill level and experience.

These wage rates will increase in the years 2021, 2022 and 2023 by the percentage increase awarded by the National Wage Review and operative from the date of such increase by the National Wage Review.

6.2. Travel Payment

Employees will be paid at their ordinary rate for the time travelled from the commencement at the depot and to the return to the depot each day.

An employee who is required to commence and cease work on-site and utilise their own vehicle, will be paid one (1) hour at their ordinary rate each day.

An employee who is provided with a Company vehicle or transport to and from site and is required to commence and cease work on-site will not be entitled to this payment.

6.3. Leading Hand Allowance

An employee who has been appointed by the Employer to act as a Leading Hand will be paid the following flat rate per hour:

Classification	Rate Per Hour
Leading Hand (Trainee)	\$1.30
Leading Hand (Qualified)	\$2.30

6.4. Living Away from Home Allowance

An employee who is required to work at a distance from their usual place of residence that is unreasonable to return home to each day will be provided with one (1) of the following options:

1. Reasonable board and accommodation as paid by the Company; or
2. Be paid a living away from home allowance of \$72.05 per day or \$504.35 per week; or
3. Be provided with accommodation and paid an allowance of \$39.43 per day for meals.

The option paid to the employee will be at the Company's discretion. This will depend on location and availability.

Applicants for employment will be required to make a declaration accompanied by appropriate proof of their usual place of residence upon application.

Applicants will be advised that their declaration will determine their eligibility, or otherwise, for living away from home allowance or board and accommodation. Such determination will not alter during the employee's employment on the project.

6.5. Superannuation

The Employer shall pay superannuation in accordance with the prescriptions of the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time into the employee's superannuation fund. This will satisfy the statutory requirements for occupational superannuation. The employer shall ensure that superannuation contributions pursuant to this clause are made into an eligible choice fund and that such fund is a fund that offers a MySuper product or is an exempt public sector scheme.

6.6. Salary Sacrifice /Package

It will be available by agreement that part of the wage or payments arising from this agreement to be sacrificed and paid as additional superannuation to the gross value of the wages/payments sacrificed.

6.7. Payment of Wages

The employees will be paid weekly by electronic funds transfer.

7. Hours of Work and Overtime

7.1. Ordinary Hours

The ordinary hours of work shall be an average of 38 hours per week. The ordinary hours may be worked between 6.00am to 6.00pm Monday to Friday. The daily ordinary hours shall not exceed eight (8) hours per day.

The nominal ordinary hours of work will be calculated as follows:

Day	Ordinary Hours
Monday	7.5
Tuesday	7.5
Wednesday	8
Thursday	7.5
Friday	7.5

The work cycle may be altered by agreement to suit project requirements, provided that the maximum cycle will be four (4) weeks. These cycles may include weekends to suit project arrangements and/or implement compacted work cycles.

The weekend penalties for ordinary hours of work will be in accordance with Clause 7.2.

7.2. Additional Hours/ Overtime

All time worked in excess of the work cycle's ordinary daily hours or outside of the spread of ordinary hours of work shall be paid as overtime at the following rates;

- Monday to Saturday (until midday) at the rate of time and a half for the first two hours and double time thereafter.
- All time worked on Saturday (after midday) and on Sunday shall be paid at double time.

Employees will be entitled to a payment for a minimum of four (4) hours' work for all weekend and public holiday work performed.

7.3. Recall

An employee recalled to work overtime after leaving the site on any day Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of four hours' work at the overtime rates for each time the employee is recalled.

Except in the case of unforeseen circumstances arising, the employees shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.

This overtime shall not be regarded as overtime for the purpose of clause 7.2 when the actual time worked is less than four hours on the recall or on each of the recalls.

7.4. Overtime Meal Allowance

In the circumstances where an employee is required to work at least two (2) hours overtime after the ordinary ceasing time, Monday to Friday, a payment of \$12.00 for meals will be made. This allowance shall only be paid where an employee has taken the required meal breaks in accordance with Clause 7.5.

Provided that employees who are in receipt of board and accommodation, or the full living away from home allowance prescribed in Clause 6.3 shall not be entitled to the meal allowance.

7.5. Meal Breaks and Rest Pauses

There will be a meal break and a rest pause for each shift or day where a minimum of five hours are worked Monday to Friday. The meal break shall be thirty minutes duration and will be unpaid. The rest pause will be twenty minutes duration and paid. The meal breaks and rest pauses will be taken at such time so to not interfere with the continuity of the operations.

An employee may be required to change the meal break to suit the requirements of the employer or client. In these circumstances, the meal break will be taken at another time during the day to suit the continuity of work. An employee cannot change their meal break without prior approval from their supervisor.

If the Company requires an employee to work during a meal break, the employer shall be paid double time for the meal break.

7.6. Shift Work

An Afternoon Shift is defined as a roster whereby the ordinary hours of work commence between 10.00am and 8.00pm.

A Night Shift is defined as a roster whereby the ordinary hours of work commence between 8.00pm and 6.00am.

Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

An Afternoon Shift shall be paid as follows:

- Where less than five (5) continuous afternoon shifts or a rostered 38 hours per week are worked, a 50% loading shall apply on the ordinary hours of work only.
- Where five (5) continuous afternoon shifts or more per week are worked, a 15% loading shall apply on the ordinary hours of work only.

All overtime performed by an employee on an Afternoon Shift, Monday to Friday, will be paid at double time. The appropriate penalty rates will apply to all afternoon shifts performed on weekends.

All employees required to work a Night Shift will be paid double time for such work. Provided that the double time hours paid counts towards the 38 hours of ordinary time worked. For example: 8 hours at double time will accrue 16 hours towards the ordinary hours of work for the week.

7.7. Inclement Weather

During periods of inclement weather that prevents work from being performed on site, the employer, where practical, will transfer employees to an alternative site not so affected, or to the employer's depot / yard to perform maintenance, service-type duties or training.

Where this is not practical, all permanent employees shall be entitled to payment by the for ordinary time lost through wet weather and the effects of wet weather for up to 32 hours each calendar month (non-cumulative) subject to an employee being ready willing and able to work.

The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through wet weather.

8. Conditions of Employment

8.1. Annual Leave

8.1.1. Entitlement

A permanent employee shall be entitled to be paid annual leave at the rate of 4 weeks of ordinary time for each year of continuous service consistent with the *Fair Work Act 2009* (Cth). The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Notwithstanding the above, an employee defined as a shift worker for the purposes of the National Employment Standards (NES) will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean 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.

At the written agreement between the Employer and employee, annual leave may be taken as a payment in lieu of leave subject to the following;

- A balance of four (4) weeks leave must be maintained
- The payment in lieu will be equal to the pay for that period of time as prescribed in Clause 8.1.2.

8.1.2. Rate of Pay for Annual Leave

Annual leave shall be paid at the ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments); plus an amount equal to 17.5% of the amount to compensate for the lost opportunity of overtime

8.1.3. Taking of Annual Leave

The taking of annual leave will be subject to mutual agreement and at times convenient to requirements of projects.

The employer by giving reasonable notice may require employees to take annual leave for an annual shutdown.

8.1.4. Excess Leave Accrual

Where an employee has an excess accrual of annual leave (more than 8 weeks paid annual leave accrued or 10 weeks for shift workers), the employer may direct the employee to take excess leave subject to the following:

1. The employer must first genuinely try to reach an agreement with an employee to take excess annual leave.
2. Where no agreement can be reached, the employer may direct the employee in writing to take one or more periods of paid annual leave subject to the following circumstances:
 - i. The employee's remaining accrued entitlement to paid annual leave after the requirement to take excessive leave must be more than 6 weeks;
 - ii. The taking of leave must not provide that the employee take a period of paid annual leave of less than one week;
 - iii. The taking of leave must not provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction/notice is given; and
 - iv. Must not be inconsistent with any leave arrangement agreed by the employer and employee.

Notwithstanding the above, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Where agreement is not reached between the employer and the employee, an employee who has an excessive leave accrual may require an employer to grant paid annual leave on the basis that they have accrued such excess leave for more than a period of 6 months and have satisfied the above conditions outlined in sub-clauses 1 and 2 above.

8.1.5. Payment on Termination

An employee on termination will be paid the accrued untaken annual leave based on the period of service.

8.2. Personal/Carers Leave

8.2.1. Entitlement

A permanent employee shall accrue paid personal/carers leave at the rate of 10 days for each year of continuous service consistent with the *Fair Work Act 2009* (Cth). Personal/carers leave will be paid at the employee's ordinary rate of pay for ordinary hours for the period of leave.

Personal/carers leave shall not apply for illnesses or injury covered by worker's

compensation. An employee shall not be entitled to be paid personal/carers leave for more ordinary hours than the employee would have worked on that day.

At the written initiation of the employee, a proportion of sick leave may be taken as a payment in lieu of the leave provided the employee maintains a balance of a minimum of 15 days personal leave remaining, in accordance with the *Fair Work Act 2009* (Cth).

8.2.2. Payment

Personal/carers leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours and the employee must meet the following requirements:

- Have a credit entitlement to a period of leave,
- Notify the employer of the absence as soon as possible,
- Advise the employer how long the absence on personal/carers leave is likely to be,
- Provide evidence satisfactory to a reasonable person of the illness or injury. An employee absent on sick leave for more than two consecutive days or on more than two single days in any year may be required by the employer to produce a medical certificate from a qualified medical practitioner stating the nature of the illness and the period the employee will be unable to work.

8.2.3. Deduction from Personal/carers Leave Credits

Personal/carers leave debits will be equivalent to the ordinary hours an employee would have worked had they not been on personal/carers leave.

8.2.4. Personal/carers Leave Cumulative

Personal/carers leave shall accumulate from year to year.

8.2.5. Carers Leave

An employee may use accrued personal/carers days as carers leave to tend to the care or support to a member of the employee's immediate family, or a member of the employee's household. The leave will be subject to the employee providing reasonable proof of the need for the use of carer's leave. In circumstances where the employee has exhausted all of the paid leave, a further two (2) days unpaid leave may be taken per occasion. Casual employees shall be entitled to a maximum of two (2) unpaid days per occasion.

8.3. Parental Leave

Employees will be entitled to Parental Leave in accordance with the *Fair Work Act 2009* (Cth).

8.4. Compassionate Leave

A permanent employee may take compassionate leave when a member of the employee's immediate family or household member: contracts or develops a personal injury or illness that poses a serious threat to their life; or dies. Compassionate leave shall be a maximum of two (2) paid days per occasion. Compassionate leave for casual employees shall be a maximum of two (2) unpaid days per occasion.

The following are members of an employee's immediate family:

- a. a spouse or de-facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b. a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.

8.5. Community Service Leave

Employees will be entitled to Community Service Leave in accordance with the *Fair Work Act 2009* (Cth).

8.6. Family & Domestic Violence Leave

The entitlement to family and domestic violence leave will be in accordance with the *Fair Work Act 2009* (Cth).

8.7. Long Service Leave

All Employees shall be entitled to long service leave in accordance with the relevant State Legislation. The Employer will ensure that any registration necessary for the purpose of Portable Long Service Leave Schemes will be undertaken.

8.8. Public Holidays

All permanent employees shall be entitled to the following Public Holidays without loss of pay;

- Christmas Day,
- Boxing Day,
- New Years Day,
- Australia Day,
- Good Friday,
- Easter Saturday,
- Easter Sunday,
- Easter Monday,
- Anzac Day
- Labour Day,
- Queens Birthday,
- A public holiday prescribed by legislation for the district and/or state that the employee is working in (e.g. Show Day).

Any employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half for all time so worked where "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

It will be available for the Employer and the individual employee by agreement to substitute the nominated public holidays for another day and the prescriptions of this clause will apply to the substituted day.

9. Dispute Resolution Procedure

The Parties to this Agreement shall observe the following Industrial Dispute Resolution procedure in respect of disputes relating to the operation of this Agreement and the application of the National Employment Standards:

The Employer or employee may appoint a representative at any of the steps of the

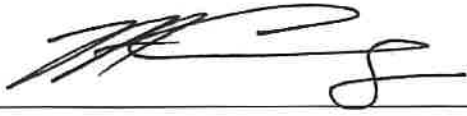
dispute process.

1. Parties to the dispute will first meet and confer by holding discussions between the employee/s concerned and an immediate supervisor/s.
2. If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate.
3. If the matter remains unresolved, the Employer or employee may refer it to a more senior level of management for consideration.
4. In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission for conciliation.
5. Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration. Any decision, determination or outcome of the Fair Work Commission shall be consistent with the *Code for the Tendering and Performance of Building Work 2016*.

Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue and consideration of the needs of the business will remain a priority.

SIGNATURE PROVISIONS

Signed for and on behalf of **Carsburg Earthmoving**



Name: NEIL CARSBURG

Capacity to Sign: DIRECTOR

Address: 207 ELLIOTT ROAD, BANYO

Witness:  _____

Name of Witness (print) ROBIN LEIGHTON

Address C/- 207 ELLIOTT RD, BANYO QLD 4014

Date: 21/12/20

Signed For and on behalf of the **Employees of Carsburg Earthmoving**



Name: SEAN NGATOKO

Address 81 Royal Pde Banyo

Date: 21/12/20

Witness: 

Name of Witness (print): Roger Leitch

Address C/- 207 Elliott Rd, Banyo Q 4014

Date 21/12/20

Schedule 1

Consultation Term

- (1) This term applies if the employer:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (5) As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (11) to (15) apply.

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

- (12) If:

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

the employer must recognise the representative.

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

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.**
- (16) In this term relevant employees means the employees who may be affected by a change referred to in subclause (1).**

Schedule 2

Flexibility Term

- (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 the Agreement if:
 - (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and employee.
- (2) The Employer must ensure that the 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.
- (3) The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and employee; and
 - (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and employee agree in writing at any time.

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Weekly Wages Procedure

Wages are processed and paid on a Wednesday for the previous pay week (Wednesday to Tuesday). Access is required to the following programs:

- Attendance Enterprise: this is used to record the times worked by staff. All staff (except full time administration staff) are required to clock in and clock out for each shift. The hours worked are exported from Attendance Enterprise to Wage Easy.
- Allocate – Supplier Availability report identifies all employees that have had time off (annual leave, sick leave) during the period.
- Wage Easy Payroll: this is used to calculate the pays per person, including leave and other entitlements. The weekly pays are calculated based on the timecard information that is imported from Attendance Enterprise. All wage rates, leave, child support, super and entitlements are calculated based on information contained within Wage Easy.
- MYOB: the weekly journal for the wages (including leave accruals) are exported from Wage Easy for import into MYOB.
- NAB Connect: access for this is required to process the actual amounts to be paid to each employee from CEM.
- Child Support Agency <http://www.humanservices.gov.au/business/?from=banner>
- "Create Wage Easy File" w:\WageEasy Interface\AE - WageEasy - Carsburg Earthmoving.exe

Matters to Note

- All employees must work a minimum of 4 hours on a Saturday. If less than the minimum hours are worked, you need to check with Neil as to what action he would like to take, as these hours are made up to 4 hours automatically in Wage Easy.
- Meal allowance comes into effect (\$12.00 per day) when the employee works 1.5 hours over the ordinary hours i.e. need to work 9.5hrs on Wednesday and 9 hrs Thursday to Tuesday.