



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Silverstrand Developments Pty Ltd T/A Silverstrand Developments Pty Ltd
(AG2024/1342)

SILVERSTRAND DEVELOPMENTS PTY LTD ENTERPRISE AGREEMENT 2024

Building, metal and civil construction industries

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 10 MAY 2024

Application for approval of the Silverstrand Developments Pty Ltd Enterprise Agreement 2024.

[1] An application has been made for approval of an enterprise agreement known as the *Silverstrand Developments Pty Ltd Enterprise Agreement 2024* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by Silverstrand Developments Pty Ltd T/A Silverstrand Developments Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each requirement of ss 186, 187 and 188 as are relevant to this application for approval has been met. For the purposes of the better off overall test, I have had regard to each of the matters in s 193A(2)-(7).

[3] The Agreement is approved and, in accordance with s 54 of the Act will operate from 17 May 2024. The nominal expiry date of the Agreement is 1 March 2028.



DEPUTY PRESIDENT

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**Silverstrand Developments Pty Ltd
Enterprise Agreement 2024**

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1. Parties to the Agreement

The Parties to the Agreement will be as follows:

- Silverstrand Developments Pty Ltd as the Employer; and
- The employees of Silverstrand Developments Pty Ltd engaged in the classifications contained herein.

2. Application of Agreement

This Agreement will apply to the Employer and to their employees engaged in civil construction and related works.

Provided, any Greenfields or project specific agreement made by the Employer or by a joint venture of which the Employer is part, and has terms that are more beneficial to employees than this agreement, 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 seven (7) days after approval with the Fair Work Commission until 01 March 2028.

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 2020* (Modern Award), except as provided by specific reference in this Agreement.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) of the *Fair Work Act 2009* (Cth). 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 their employment status.

5.1.1 Full-Time Employment

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

5.1.2 Part-Time Employment

A part-time employee shall mean an employee engaged on a regular basis of less than 38 hours per week. Part-time employees 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 the 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 Employment

A casual employee shall mean an employee engaged on an occasional basis and whose work pattern is not regular or systematic. Casual employees will receive the rates in Clause 6.2 as their ordinary rate. This rate absorbs the 25% casual loading, which compensates for annual leave, personal/carer's leave, notice of termination, redundancy and any other permanent entitlements that do not apply to casuals. A casual employee shall be entitled to a payment of a minimum of four (4) hours' work per engagement. Casual conversion shall be in accordance with the NES.

5.1.4 Probation and Workplace Flexibility

All permanent employees will be subject to a six (6) month probationary 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. All employees will be required to perform a diverse range of functions including but not restricted to civil construction and maintenance works.

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, provided that the employee has the required expertise to safely discharge the requisite function/s, and provided that such functions shall be subject to safe, legal and practical work practices.

The employer will be directed to undertake a range of such activities that is within their skill, training and competency. The level of flexibility and skill is comprehended in the wage rates for each classification.

5.2 Termination

A permanent employee's termination shall be in accordance with the provisions of the Modern Award. The period of notice to be given (or paid in lieu) by the Employer shall be as follows:

Period of Continuous Service with the Employer	Period of Notice
1 year or less	1 week
More than 1 year – 3 years	2 weeks
More than 3 years – 5 years	3 weeks
More than 5 years	4 weeks

This period of notice shall be increased by one (1) week where the employee is over 45 years of age and has completed two (2) 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 Modern Award.

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 all-purpose 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.

5.3 Redundancy

Redundancy shall be in accordance with the Modern Award.

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. Any such payments will cease on the employee's maximum entitlement being reached in payments.

5.4 Fitness for Work

In order for the Employer to fully discharge its workplace health and safety obligations, employees may be required to undergo medical examinations in any of the following circumstances:

- Where the Employer requires proof of fitness for work; or
- Where the Employer has reason to believe that an employee is unfit for duty due to injury, illness, intoxication or any other reason; including having regard to any other work related health/safety issue.

The Employer may request the Medical Practitioner/s to provide it with copies of any reports, findings, diagnoses or medical assessments (subject to any legal/privacy obligations being respected) that are relevant to an employee's employment. The Employer shall only use the material supplied for determining an employee's ability to engage in employment, and shall seal and keep such material under confidential cover.

5.5 Drug and Alcohol Testing

The Employer reserves the right to implement drug and alcohol testing during the life of this Agreement. Failure or refusal of further drug and alcohol testing may result in disciplinary action.

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

6.1 Classification Structure

Employees shall be classified in accordance with the functional duties that make up the majority of their job. The capacity of classification for each role is listed below in the classification table, which outlines the function/ qualification and the according classification type in CW increments.

The Classification structure herein is not complete and incorporates classifications Construction Worker level 1 to Construction Worker level 5, inclusive, of the Modern Award. The broadbanded award classifications not otherwise provided in the Agreement classification structure shall be classified and paid in accordance with the Agreement classification most appropriate to the role, as determined by the Employer. Provided that such a broadbanded award classification is classified and paid in accordance with an Agreement classification corresponding to a classification in the Modern Award which is no less than that of the relevant broadbanded award classification.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months' experience) General Labourer
CW2	Skilled General Labourer Store-person Yardman Truck Driver
CW3	Concrete Patcher Steelfixer Advanced Labourer Roller Operator Skid Steer Operator Watercart Operator Painter Plasterer
CW4	Formwork Assistant Concreter Advanced Steelfixer Multiskilled Minor Plant Operator Moxy Operator Scaffolder Shotcreter Mechanic Welder Roofer

CW5	Unqualified Tradesperson Major Plant Operator Excavator Operator Grader Operator Front End Loader Operator Pipelayer Boilermaker Dogman / Rigger Leading Hand Steelfixer Leading Hand Concreter Leading Hand Scaffolder
CW6	Qualified Tradesperson Advanced unqualified Tradesperson Leading Hand Civil Plumber Electrician
CW7	Advanced Qualified Tradesperson Heavy Diesel Mechanic Advanced Fitter and Turner Multiskilled Major Plant Operator Advanced Excavator Operator Advanced Grader Operator Advanced Dozer Operator Advanced Pipelayer Advanced Boilermaker Advanced Rigger
CW8	Leading Hand Formworker

To avoid ambiguity around the definitions of 'advanced' and 'leading hand' within the above structured classifications, the Employer's definition of 'advanced' and 'leading hand' to meet this specification is as follows:

- An employee who has been assessed by a competent assessor, regarding the skillset, knowledge and experience of the intended position and have the further capacity to understand the training components required to instruct others to complete the tasks required of the role.

Employees who meet this competency classification will need to demonstrate and understand the background technicalities of the role and the operational requirements to establish the prescribed experience skillset for the role is met to the employer.

If these requirements are not met to the satisfaction of the employer or there is not an available position open, then the right is reserved by the employer to not establish an 'advanced' or 'leading hand' classification.

6.2 Wage Rates

The wage rates for each classification are prescribed below. The wage rates compensate for all special skills and/or disabilities and/or special rates associated with the industry of the Employer. These rates are fixed rates dependant on skill set and qualification classifications, the Employer will determine rate classification as per the classification table listed above.

Classification	Permanent Hourly Rate	Casual Hourly Rate
CW1	\$40.00	\$50.00
CW2	\$42.00	\$52.50
CW3	\$44.00	\$55.00
CW4	\$46.00	\$57.50
CW5	\$49.00	\$61.25
CW6	\$52.30	\$65.38
CW7	\$54.50	\$68.13
CW8	\$57.00	\$71.25

These wage rates will increase by 2.5% on 1 July in the years 2024, 2025 and 2026.

6.3 Apprentices

The minimum wage rates and conditions for apprentices will be paid in accordance with the Modern Award, plus one (1) per cent.

6.4 Project Allowance

A project allowance may be paid at the discretion of the Employer. The project allowance may compensate for project disabilities including remoteness, roster cycles and/or labour market consideration.

A project allowance may be made available only when working on specific sites which have these allowances incorporated. A base rate for an employee will be the defined working rate until otherwise directed by project specifications.

6.5 Travel Allowance

A travel allowance may be paid at the discretion of the Employer.

6.6 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.

Employees may elect to co-contribute amounts from net wages to a complying fund or elect to make voluntary contributions via salary sacrifice subject to Australian Taxation Office rules.

6.7 Payment of Wages

The employees will be paid fortnightly by electronic funds transfer.

6.8 Loaded Rates

It will be available by agreement for the Employer and the employee to enter into an agreement to pay a loaded or 'all up' rate that compensates for the hourly rate, allowances and any projected overtime or penalty rates incurred over a projected roster cycle(s). Any agreement made pursuant to this clause will be recorded in writing.

Any salaried wage must not be less than the amount the employee would have received under the Agreement for the work performed over the relevant period for which the wage is paid (or if the employment ceases earlier, over such lesser period as has been worked).

That is, at least by the end of the salaried wage arrangement, and not more than 12 months from the commencement of the salaried wage arrangement or upon termination of the employment of the employee, the Employer will calculate the amount of remuneration that would have been payable to the employee under the Agreement over the relevant period, as against the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the Employer will pay the employee the amount of the shortfall.

Clause 6.8 of the Agreement shall not apply to casual employees.

7. Hours of Work and Overtime

7.1 Ordinary Hours

The ordinary hours of work shall be an average of thirty-eight (38) hours per week to be worked over a maximum work cycle of four (4) weeks. The ordinary hours may be worked from 6:00am to 6:00pm, Monday to Friday. The daily ordinary hours shall not exceed eight (8) hours per day.

7.2 Additional Hours / Overtime

It is a requirement that employees will work reasonable additional hours in excess of their ordinary hours. All hours worked up to a maximum of 50 hours per week, Monday to Friday, shall be paid at the ordinary rates prescribed in Clause 6.2.

All hours worked in excess of 50 hours, and all hours worked on Saturdays, shall be paid at the following overtime rates:

Classification	Permanent OT Hourly Rate	Casual OT Hourly Rate
CW1	\$53.05	\$65.00
CW2	\$54.60	\$68.25
CW3	\$57.20	\$71.50
CW4	\$59.80	\$74.75
CW5	\$63.70	\$79.63
CW6	\$67.99	\$84.99
CW7	\$70.85	\$88.57
CW8	\$74.10	\$92.63

These overtime wage rates will increase by 2.5% on 1 July in the years 2024, 2025 and 2026.

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

7.2.1 Early Morning Starts

An Early Morning Start is defined as work commencing prior to 6:00am and a majority of the hours are worked between ordinary span of hours 6:00am and 6:00pm, Monday to Friday.

Employees engaged on an Early Morning Start, for all hours worked prior to 6:00am, Monday to Friday, shall be paid at the following rates:

Classification	Permanent Early Morning Hourly Rate	Casual Early Morning Hourly Rate
CW1	\$48.00	\$60.00
CW2	\$50.40	\$63.00
CW3	\$52.80	\$66.00
CW4	\$55.20	\$69.00
CW5	\$58.80	\$73.50
CW6	\$62.76	\$78.46
CW7	\$65.40	\$81.76
CW8	\$68.40	\$85.50

Early Morning Start wage rates will increase by 2.5% on 1 July in the years 2024, 2025 and 2026.

7.2.2 Sunday Work

All hours worked on Sundays will be paid at the following rates:

Classification	Permanent Sunday Hourly Rate	Casual Sunday Hourly Rate
CW1	\$56.00	\$70.00
CW2	\$58.80	\$73.50
CW3	\$61.60	\$77.00
CW4	\$64.40	\$80.50
CW5	\$68.60	\$85.75
CW6	\$73.22	\$91.53
CW7	\$76.30	\$95.38
CW8	\$79.80	\$99.75

Sunday Work wage rates will increase by 2.5% on 1 July in the years 2024, 2025 and 2026.

7.3 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 (5) hours are worked. The meal break shall be 30 minutes in duration and will be unpaid. The rest pause will be 15 minutes in duration and will be paid. The meal breaks and rest pauses will be taken at such time so as not to interfere with the continuity of the Employer's 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.

7.4 Shift Work

Shift work is a necessary feature of the Employer's operations and employees may be required to work shift work in accordance with project needs.

Shift work shall be defined as follows:

- A Night Shift is defined as a shift whereby the ordinary hours of work commence between 8:00pm and 6:00am.

Day work (i.e. work commencing between 6:00am and 6:00pm) is not shift work.

Shift work shall be paid as follows:

- Night Shift works, a 20% loading shall apply up to 50 hours of work per week, Monday to Friday;
- All Hours worked by shift workers in excess of 50 hours, and all hours worked on Saturdays, shall be paid at the rates prescribed in Clause 7.2;
- All Hours worked by shift workers on Sundays will be paid at the rates prescribed in Clause 7.2.2.

7.5 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 for ordinary time lost through inclement weather and the effects of inclement 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 inclement weather.

7.6 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 (4) 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 (4) 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 this clause when the actual time worked is less than four (4) hours on the recall or on each of the recalls.

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 four (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 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 (6) 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; and
- 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 employee's ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments).

8.1.3 Taking of Annual Leave

The taking of annual leave will be subject to mutual agreement and at times convenient to the 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 eight (8) weeks' paid annual leave accrued or ten (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 (1) 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 six (6) weeks;
- ii. The taking of leave must not provide that the employee take a period of paid annual leave of less than one (1) week;
- iii. The taking of leave must not provide for the employee to take a period of paid annual leave beginning less than eight (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/Carer's Leave

8.2.1 Entitlement

A permanent employee shall accrue paid personal/carers leave at the rate of ten (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.

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 reasonably practicable (which may be after the leave has started);
- Advise the Employer how long the absence on personal/carers leave is likely to be; and
- Provide evidence satisfactory to the Employer of the illness or injury. An employee absent on personal/carers leave for more than two (2) consecutive days or on more than two (2) 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/Carer's 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/Carer's Leave Cumulative

Personal/carers' leave shall accumulate from year to year.

8.2.5 Carer's Leave

An employee may use accrued personal/carers' days as carer's 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 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

An employee may take compassionate leave when:

- a. a member of the employee's immediate family or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life;
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies; or
- b. a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- c. the employee, or the employee's spouse or de facto partner, has a miscarriage.

Compassionate leave for permanent employees 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 Family and Domestic Violence Leave

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

8.6 Community Service Leave

Employees will be entitled to community service leave 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, in accordance with the NES;

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday,
- Easter Monday;
- Anzac Day;
- Labour Day;
- King's Birthday;
- Christmas Day;
- Boxing Day; and
- 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 a nominated public holiday for another day and have the prescriptions of this clause apply to the substituted day.

Any request for an employee to work on a public holiday will only be made if it is a reasonable request.

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 NES.

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.
6. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.

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.

10. Non-Competition During Employment

Employees are not automatically excluded from having a second part-time job.

However, employees must promptly disclose to the Employer any additional employment that they contemplate or attend which relates to or is in competition with the Employer and which may result in a conflict of interest.

The Employer will assess the real or potential conflict in any individual case and instruct the employee accordingly. Conflict of interest is a ground for termination of employment.

11. Company Policies

All employees agree to comply with:

- a) All relevant policies, procedures and any other information provided or adopted by the Employer from time to time and made available to the employees; and
- b) Any applicable anti-discrimination, sexual harassment and occupational health, environmental and safety policies or laws.

Failure to adhere to anyone of these policies may constitute misconduct warranting summary dismissal. These policies do not form part of this Agreement.

12. No Extra Claims

Up to the nominal expiry date of this Agreement, the Parties will not make any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the employees, whether dealt with in the Agreement or not.

This Agreement covers all matters or claims that could otherwise be subject to protected action under the *Fair Work Act 2009* (Cth) and its successors.

13. Confidentiality

The Parties acknowledge that in the course of employment employees will have access to and be entrusted with commercially sensitive information in respect of the business, financial dealings, transactions, clients and the affairs of the Employer and that such information is or may be confidential.

An employee will not at any time either during the continuance of their employment hereunder or after the termination of their employment except as required by law divulge any of the affairs or secrets of the Employer to any other company, person or persons without the previous consent in writing of the Employer, nor use or attempt to use any information which they may acquire in the course of their employment in any manner which may injure or cause loss or be calculated to injure or cause loss to the Employer.

Signature Provisions

Signed for and on behalf of

Silverstrand Developments PTY LTD

Signed Darren Broderick

Name Darren Broderick

Capacity to Sign Director

Address 17/16 Metroplex Ave, Murarrie QLD 4172

Witness J Hedges

Name of Witness (print) Joe Hedges

Address 2/101 Haig road, Loganlea

Date 19/04/2024

Signed For and on behalf of the

Employees of Silverstrand Developments PTY LTD

Signed ~~Scott Huckstepp~~

Name Scott Huckstepp

Capacity to Sign cwg leading head civil

Address 1/18 Cocoma Crescent, Ashmore 4214

Witness Tosh

Name of Witness (print) Amy Tosh

Address 17/16 Metroplex Ave, Murarrie QLD 4172

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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) sub-clauses (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 sub-clauses (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) sub-clauses (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 sub-clause (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* (Cth); and
 - b. are not unlawful terms under Section 194 of the *Fair Work Act 2009* (Cth); 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 their 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.