

CCH Enterprise Agreement 2024

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1. TITLE

1.1 This Agreement will be known as the CCH Enterprise Agreement 2024 (**Agreement**).

2. APPLICATION

2.1 This Agreement applies to and covers:

2.1.1 Maas Administration Pty Ltd ACN 135 556 464 (**Company**); and

2.1.2 all employees of the Company engaged as Labourers and Operators (CCW1 to CCW6 in the Building and Construction General On-site Award 2020) to undertake civil construction and related works in the states of Queensland, New South Wales, Victoria, Tasmania and the Australian Capital Territory (**Employees**).

2.1.3 A greenfields or project specific agreement covering the Company or a joint venture of which the Company is part, and which is approved by the Fair Work Commission (**FWC**), will cover the Company and relevant Employees at that particular project / site to the exclusion of this Agreement.

3. OPERATION

3.1 For the purposes of the Better off overall test as set out in the Fair Work Act 2009 (**FWA**), this Agreement is assessed against the Building and Construction General On-site Award 2020 (**Award**).

3.2 All rates of pay, allowances and conditions applicable to Employees engaged under the terms of this Agreement will be in lieu of the provisions of the Award.

3.3 Where this Agreement is silent or does not provide for terms and conditions of employment which would otherwise apply under the Award, the terms and conditions of the Award will apply.

3.4 The Award (in force as at the date this Agreement is made) will be applied to Employees covered by this Agreement as provided by this clause. However, if this Agreement:

3.4.1 is inconsistent with a matter dealt with by the Award, the terms of this Agreement shall prevail to the extent of the inconsistency; or

3.4.2 if this Agreement deals with a matter dealt with by the Award, the provisions of the Award which deal with that matter shall have no effect.

3.5 The terms of this Agreement apply in a manner which does not exclude the National Employment Standards (**NES**). The NES will apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

4. TERM

- 4.1** This Agreement will commence operation seven (7) days after it is approved by the FWC.
- 4.2** The nominal expiry of this Agreement will be four (4) years from the date on which the FWC approves the Agreement.

5. NO FURTHER CLAIMS

- 5.1** The parties agree that no further claims will be made in relation to the employment conditions of Employees covered by this Agreement.

6. DISPUTE RESOLUTION

- 6.1** If a dispute relates to:
- 6.1.1** a matter arising under this Agreement; or
 - 6.1.2** the NES;
- this term sets out procedures to settle the dispute.
- 6.2** The Company or an Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 6.3** In the first instance, the parties to a dispute must try to resolve the dispute at the workplace level, by discussions between the relevant Employee or Employees and the Company (including relevant supervisors and / or management).
- 6.4** If the dispute is unable to be resolved at the workplace level, a party to the dispute who is covered by this Agreement may refer the matter to the FWC to resolve the dispute as it considers appropriate in the first instance including by mediation, conciliation, expressing an opinion or making a recommendation. If the FWC is unable to resolve the dispute in the first instance, the FWC may then arbitrate the dispute only if both parties to the dispute who are covered by this Agreement consent, and all required dispute resolution steps outlined in clause 6 of this Agreement have been undertaken and completed).
- 6.5** While the parties are trying to resolve the dispute using the procedures in this term, Employees must:
- 6.5.1** continue to perform work as they normally would in accordance with this Agreement and their contract of employment, unless an Employee has a reasonable concern about an imminent risk to their health or safety; and
 - 6.5.2** comply with a direction given by the Company to perform other available work at the same workplace or at another workplace, unless the work is not safe.

6.6 For dispute resolution processes referenced in this term, each party to the dispute is responsible for their own legal and other costs in connection with these processes.

7. TYPES OF EMPLOYMENT

7.1 Employees may be engaged on a full-time, part-time or casual basis.

7.2 Full-time and part-time employment may be on a permanent or fixed term basis.

8. PROBATIONARY PERIOD

8.1 From commencement of employment, full-time and part-time Employees will be subject to a six (6) month probationary period. During the probationary period, the Employee's suitability for the position will be assessed.

8.2 An Employee's employment may be terminated at any time during the probationary period by either the Employee or the Company providing one (1) week's notice of termination, or at the Company's sole discretion, payment in lieu of notice.

9. HOURS OF WORK

9.1 Weekly Employees (whether full-time or part-time) and casual employees will work a maximum of 48 standard hours per week across five (5) shifts worked between the hours of 6 am and 6 pm Monday to Friday (**Standard Weekly Hours**). The Standard Weekly Hours will comprise a maximum of 38 ordinary hours and 10 reasonable additional hours per week. The Standard Weekly Hours will be paid at the relevant hourly rate of pay set out in Appendix A of this Agreement. Part-time Employees will receive on a pro-rata basis rates of pay and conditions equivalent to a full-time Employee.

9.2 In addition to clause 9.1 of this Agreement, it is understood by Employees a reasonable amount of extra work may be required. This will vary with work commitments and will be paid in accordance with clause 11.3 of this Agreement.

9.3 As a result of daylight saving, the Company and Employees agree start times and finish times will vary accordingly. The Company will notify Employees of any variations to start times and finish times.

9.4 It is understood by the parties the scheduling of hours to be worked will vary subject to the size, location and nature of the project.

9.5 During paid work time, an Employee must not leave the site on which they are working without the prior approval of the Company. Leaving the site without prior approval from the Company may result in disciplinary action being taken which may include termination of employment.

10. ROSTERED DAYS OFF (RDOs)

10.1 Employees are not entitled to RDOs. The hourly rates of pay set out in Appendix A of this Agreement include a payment component in lieu of RDOs.

11. WAGE RATES AND ALLOWANCES

11.1 The wage rates and allowances paid in accordance with this Agreement are in substitution for any wage and allowance entitlements provided by the Award (including annual leave loading).

11.2 The hourly wage rates set out in Appendix A of this Agreement incorporate the relevant industry allowance provided by the Award. Other allowances provided by the Award which may be payable to Employees covered by this Agreement are not incorporated into this Agreement, except for relevant allowances referenced in clause 11.1 hereof.

11.3 All hours worked outside the hours provided by Clause 9.1 of this Agreement will be paid as follows:

11.3.1 Daily overtime after 10 hours of work each day (Monday to Friday) will be paid at 200% of the Award rate applicable to the Employee's classification.

11.3.2 Overtime on Saturday will be paid at 150% of the Award rate applicable to the Employee's classification for the first two (2) hours and 200% of the Award rate applicable to the Employee's classification thereafter (with a minimum of three (3) hours' engagement).

11.3.3 All time worked on Sundays will be paid at 200% of the Award rate applicable to the Employee's classification (with a minimum of four (4) hours' engagement).

11.3.4 All time worked on public holidays will be paid at 250% of the Award rate applicable to the Employee's classification (with a minimum of four (4) hours' engagement).

11.4 Throughout the term of this Agreement, the wage rates and allowances set out in Appendix A of this Agreement will increase by two percent (2%) each year effective from the first full pay period on or after the anniversary date of this Agreement commencing legal operation.

11.5 Wages will be paid weekly or fortnightly (in keeping with current practice), by electronic funds transfer into an Employee's nominated bank or financial institution account.

11.6 On termination of employment, wages and other amounts (as applicable) due to an Employee will be paid in the first payroll processed on or after the date of termination.

12. CASUAL EMPLOYMENT

- 12.1** Casual Employees (with a minimum of four (4) hours' engagement) will be paid:
- 12.1.1** a loading of 25% of the rate of pay applicable to the Employee's classification provided for in Appendix A of this Agreement for all hours worked in accordance with clause 9.1 of this Agreement.
 - 12.1.2** the relevant casual Award rate applicable to the Employee's classification for all hours worked in accordance with clause 11.3 of this Agreement.
- 12.2** The casual loading is in lieu of annual leave, personal / carer's leave, community service leave, notice of termination, redundancy benefits and public holidays not worked.
- 12.3** For eligible Employees, casual conversion will be in accordance with the NES.

13. MEAL AND REST BREAKS

- 13.1** Employees will be required to strictly adhere to the following times for meal and rest breaks:
- 13.1.1** Morning tea (rest break) - 20 minutes (paid); and
 - 13.1.2** Lunch - 30 minutes (unpaid).
- 13.2** The Employer and Employees agree the scheduling of meal and rest breaks can be varied subject to operational requirements including the size, nature and location of the project.
- 13.3** An Employee will not work for more than five (5) hours continuously without an unpaid interval of 30 minutes for a meal.

14. CONSULTATION

- 14.1** This term applies if the Company:
- 14.1.1** 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 Employees; or
 - 14.1.2** proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 14.2** For a major change referred to in clause 14.1.1 of this Agreement:
- 14.2.1** the Company must notify the relevant Employees of the decision to introduce the major change; and
 - 14.2.2** clauses 14.3 to 14.9 of this Agreement apply.
- 14.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 14.4** If:
- 14.4.1** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 14.4.2** the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 14.5** As soon as practicable after making its decision, the Company must:
- 14.5.1** discuss with the relevant Employees:
 - 14.5.1.1** the introduction of the change; and
 - 14.5.1.2** the effect the change is likely to have on the Employees; and
 - 14.5.1.3** measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.
 - 14.5.2** for the purposes of the discussion - provide, in writing, to the relevant Employees:
 - 14.5.2.1** all relevant information about the change including the nature of the change proposed; and
 - 14.5.2.2** information about the expected effects of the change on the Employees; and
 - 14.5.2.3** any other matters likely to affect the Employees.
- 14.6** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 14.7** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 14.8** If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 14.2.1, 14.3 and 14.5 are taken not to apply.
- 14.9** In this term, a major change is likely to have a significant effect on Employees if it results in:-
- 14.9.1** the termination of the employment of Employees; or

- 14.9.2** major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- 14.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 14.9.4** the alteration of hours of work; or
- 14.9.5** the need to retrain Employees; or
- 14.9.6** the need to relocate Employees to another workplace; or
- 14.9.7** the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 14.10** For a change referred to in clause 14.1.2 of this Agreement:
 - 14.10.1** the Company must notify relevant Employees affected of the proposed change; and
 - 14.10.2** clauses 14.11 to 14.15 of this Agreement apply.
- 14.11** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 14.12** If:
 - 14.12.1** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 14.12.2** the Employee or Employees advise the Company of the identity of the representative;
the Company must recognise the representative.
- 14.13** As soon as practicable after proposing to introduce the change, the Company must:
 - 14.13.1** discuss with the relevant Employees the introduction of the change; and
 - 14.13.2** for the purposes of the discussion - provide to the relevant Employees:
 - 14.13.2.1** all relevant information about the proposed change, including the nature of the change; and
 - 14.13.2.2** information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - 14.13.2.3** information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - 14.13.3** invite the relevant Employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
- 14.14** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 14.15** The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 14.16** In this term:
- 14.16.1** **relevant Employees** means the Employees who may be affected by a change referred to in clause 14.1 of this Agreement.
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15. PUBLIC HOLIDAYS

- 15.1** Public holidays entitlements are provided for in the NES.
- 15.2** The following days are public holidays for the purposes of this clause:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - King's Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day
- 15.3** Employees are also entitled to any other day prescribed by legislation as a public holiday other than a day excluded by relevant legislation.
- 15.4** Any request for an Employee to work on a public holiday will only be made if it is a reasonable request.
- 15.5** If, in accordance with clause 15 of this Agreement, a full-time or part-time Employee is absent from work on a public holiday, the Employee will be paid the Award rate applicable to the Employee's classification for the number of ordinary hours the Employee would normally be rostered to work on that day.
- 15.6** For the abundance of clarity, if a full-time or part-time Employee's ordinary rostered hours do not include the day of the week on which the public holiday occurs, the Employee will not receive payment for the public holiday.

16. INDIVIDUAL FLEXIBILITY AGREEMENT (IFA)

16.1 The Company and an Employee covered by this Agreement may agree to make an IFA to vary the effect of terms of this Agreement if:

16.1.1 the Agreement deals with one (1) or more of the following matters:

16.1.1.1 arrangements about when work is performed;

16.1.1.2 overtime rates;

16.1.1.3 penalty rates; and

16.1.1.4 allowances.

16.1.2 the arrangement meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in clause 16.1.1 of this Agreement; and

16.1.3 the arrangement is genuinely agreed to by the Company and Employee.

16.2 The Company must ensure the terms of the IFA:

16.2.1 are about permitted matters under section 172 of the FWA; and

16.2.2 are not unlawful terms under section 194 of the FWA; and

16.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

16.3 The Company must ensure the IFA:

16.3.1 is in writing; and

16.3.2 includes the name of the Company and Employee; and

16.3.3 is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

16.3.4 includes details of:

16.3.4.1 the terms of the Agreement that will be varied by the arrangement; and

16.3.4.2 how the arrangement will vary the effect of the terms; and

16.3.4.3 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

16.3.5 states the day on which the arrangement commences.

16.4 The Company must give the Employee a signed copy of the IFA within 14 days after it is agreed to.

16.5 The Company or Employee may terminate the IFA:

16.5.1 by giving no more than 28 days' written notice to the other party to the arrangement; or

16.5.2 if the Company and Employee agree in writing - at any time.

17. TERMINATION OF EMPLOYMENT

17.1 Notice of termination of employment is provided for in the NES as set out below:

Employee's Period of Continuous Service with the Company	Notice Period
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

17.2 An Employee who is over the age of 45 and has completed at least two (2) years' continuous service with the Company at the time the notice is given will receive one (1) additional week's notice.

17.3 Notice of termination of employment by the Company or an Employee should be in writing.

17.4 The notice periods referenced in clause 17.1 of this Agreement do not apply as provided in the NES including to casual Employees, daily hire Employees, or Employees engaged for a specified period of time or specified task(s) or termination of employment for serious misconduct.

17.5 The notice of termination required to be provided by an Employee is set out in clause 17.1 of this Agreement. There is no requirement for an Employee to provide additional notice as outlined in clause 17.2 of this Agreement.

17.6 If an Employee fails to provide the required notice of termination, the Company will have the right to withhold monies due to the Employee which are equivalent to the notice period, or the balance of the notice period required to be provided by the Employee.

17.7 Casual Employees are required to provide to the Company 24 hours' notice of termination of employment.

17.8 At the Company's absolute discretion:

17.8.1 the Company may make payment in lieu of notice to an Employee (based on the ordinary hours the Employee would have worked throughout the notice period);

17.8.2 the notice of termination requirement may be satisfied by the Employee working part of the notice period and the Company paying the Employee for the balance

of the notice period.

17.9 The Company will have the right to stand down an Employee without pay during a period in which the Employee cannot be usefully employed due to:

17.9.1 industrial action;

17.9.2 a breakdown in machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;

17.9.3 a stoppage of work for any cause which the Company cannot reasonably be held responsible.

18. REDUNDANCY

18.1 Redundancy will be in accordance with this Agreement and clause 41 of the Award, subject to clauses 18.2, 18.3 and 18.4 of this Agreement.

18.2 Notwithstanding clause 18.1 of this Agreement, redundancy pay will be calculated as set out in the table below, based on the Employee's continuous service with the Company:

Employee's Period of Continuous Service with the Company	Redundancy Pay
Less than 12 months	1.75 hours' pay per completed week of service
1 year or more but less than 2 years	2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours' pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours' pay per completed week of service up to a maximum of 7 weeks' pay
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours' pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

18.3 For the purposes of this clause:

18.3.1 **weeks' pay** means the Award hourly rate applicable to the Employee's classification at the time of termination multiplied by 38;

18.3.2 **hours' pay** means the Award rate applicable to the Employee's classification at the time of termination.

18.4 Any period of service as a casual Employee will not entitle an Employee to accrue service in accordance with clause 18.2 of this Agreement for that period.

19. ANNUAL LEAVE

- 19.1** Annual leave is in accordance with the NES, accrues progressively during each continuous year of service in accordance with the ordinary hours worked by eligible Employees, and accumulates year to year.
- 19.2** Employees will not accrue annual leave whilst on unpaid leave, except in accordance with legislative requirements.
- 19.3** Full-time Employees are entitled to four (4) weeks' annual leave for each continuous year of service.
- 19.4** A part-time Employee's entitlement to annual leave during each continuous year of service is in accordance with the Employee's ordinary hours of work.
- 19.5** Casual Employees are not entitled to paid annual leave.
- 19.6** For the purpose of the additional week of annual leave provided for in the NES (section 87(1)(b) of the FWA), a shiftworker is a seven (7) day shiftworker who works across all seven (7) days and is regularly rostered to work on Sundays and public holidays.
- 19.7** The taking of annual leave is subject to operational requirements and the prior written approval of management.
- 19.8** When taking approved annual leave, Employees will be paid at the hourly rate of pay applicable to the Employee's classification provided in Appendix A of this Agreement (which is inclusive of and absorbs any applicable annual leave loading) for an Employee's ordinary hours of work.
- 19.9** If an Employee has accrued in excess of six (6) weeks' annual leave the Company may direct the Employee to take two (2) weeks of this accrued annual leave with four (4) weeks' notice.
- 19.10** An Employee may request in writing (in the form required by the Company) to cash out accrued annual leave if:
- 19.10.1** the cashing out of annual leave will not result in the remaining annual leave balance being less than four (4) weeks; and
 - 19.10.2** each instance of the cashing out of annual leave is subject to a separate written and signed agreement between the Employee and the Company (the Company must retain a copy of the signed agreement), which details the following:
 - 19.10.2.1** the amount of accrued annual leave requested to be cashed out by the Employee;
 - 19.10.2.2** the payment to be made to the Employee for the cashed out annual leave (which must not be less than the amount the Employee would have received had the Employee taken the leave at the time the payment is made); and

19.10.2.3 the date on which the payment is to be made to the Employee.

19.11 An Employee may be required to take any accrued annual leave in the event of a shut down including for the site, Project or a particular area thereof.

20. PERSONAL LEAVE

20.1 Personal leave (including carer's leave) is in accordance with the NES, accrues progressively during each continuous year of service in accordance with the ordinary hours worked by eligible Employees, accumulates year to year and is not paid out on termination of employment.

20.2 Employees will not accrue personal leave whilst on unpaid leave, except in accordance with legislative requirements.

20.3 Full-time Employees are entitled to 10 days' paid personal leave during each continuous year of service.

20.4 A part-time Employee's entitlement to personal leave during each continuous year of service is in accordance with the Employee's ordinary hours of work.

20.5 Casual Employees are not entitled to paid personal leave and may access unpaid personal leave.

20.6 Employees (including casual Employees) are entitled to two (2) days' unpaid carer's leave for each occasion in accordance with the NES. An Employee cannot take unpaid carer's leave if the Employee is able to take paid personal leave.

20.7 An Employee can take personal leave in the event of:

20.7.1 personal illness or personal injury affecting the Employee; or

20.7.2 the Employee being required to provide care or support to an immediate family member or a member of the Employee's household who requires care or support due to personal illness, personal injury or an unexpected emergency affecting the Employee's immediate family member or a member of the Employee's household.

20.7.3 *Immediate family member* means:

20.7.3.1 a spouse or former spouse, defacto partner or former defacto, partner, child, parent, grandparent, grandchild or sibling of the Employee; or

20.7.3.2 a child (including an adult child), parent, grandparent, grandchild or sibling of the Employee's spouse or defacto partner (or former spouse or defacto partner).

20.8 An Employee must notify the Company as soon as practicable of the Employee's personal leave absence, preferably at least two (2) hours prior to the Employee's rostered start time, and explain the likely duration and reason for the Employee's personal leave absence. An

Employee will be required in the first instance to provide a medical certificate from a registered medical practitioner as defined in the FWA, where the Employee claims personal leave for any absence including:

20.9.1 on the first work day of the Employee's usual work pattern or the last day of the Employee's usual work pattern; or

20.9.2 any work day immediately prior to or following a gazetted public holiday, weekend, multiple days of absence or a leave absence.

Where it is not reasonably practicable for an Employee to provide a medical certificate from a registered medical practitioner as defined by the FWA, the Employee will be required to provide a statutory declaration.

20.10 In addition to clause 20.9 of this Agreement, a medical certificate from a registered medical practitioner as defined in the FWA is required in the first instance for personal leave absences of two (2) consecutive days or more. Where it is not reasonably practicable for an Employee to provide a medical certificate from a registered medical practitioner, the Employee will be required to provide a statutory declaration.

20.11 Personal leave will be paid at the hourly rate of pay applicable to the Employee's classification provided in Appendix A of this Agreement for the Employee's ordinary hours of work (not including loadings and penalty rates), subject to the Employee satisfying the requirements of clauses 20.9 and 20.10 of this Agreement.

21. COMPASSIONATE LEAVE

21.1 Compassionate leave is in accordance with the NES.

21.2 An Employee (other than a casual Employee) is entitled to two (2) paid days of compassionate leave for each occasion to spend time with a member of the Employee's immediate family or household who has sustained a life-threatening illness or injury.

21.3 Compassionate leave may also be taken after the death of a member of the Employee's immediate family or household.

21.4 Casual Employees are not entitled to paid compassionate leave and may access unpaid compassionate leave.

21.5 Compassionate leave on each occasion may be taken as:

21.5.1 a single continuous two (2) day period;

21.5.2 two (2) separate periods of one (1) day each; or

21.5.3 any separate periods agreed by the Company and the Employee.

21.6 An Employee must notify the Company as soon as practicable of the Employee's compassionate leave absence, and advise when the Employee is expecting to return to work.

- 21.7** The Company may request reasonable evidence regarding any compassionate leave absence, including a death or funeral notice.
- 21.8** If an Employee does not provide notice of the Employee's compassionate leave absence or reasonable evidence of the compassionate leave absence when requested by the Company, the Employee will not be entitled to take paid compassionate leave.
- 21.9** Compassionate leave will be paid at the hourly rate of pay applicable to the Employee's classification provided in Appendix A of this Agreement for the Employee's ordinary hours of work (not including loadings and penalty rates).
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22 LONG SERVICE LEAVE

- 22.1** Employees are entitled to long service leave in accordance with the applicable state legislation.
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23 COMMUNITY SERVICE LEAVE

- 23.1** Community service leave (including jury service) is in accordance with the NES.
- 23.2** Employees should notify the Company as soon as practicable in relation to any community service leave absence, and advise the period or expected period of the community service leave absence.
- 23.3** An Employee must provide the Company with satisfactory evidence the Employee has engaged in an eligible community service activity, if requested by the Company.
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24 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- 24.1** Family and domestic violence leave is provided for in the NES.

Note 1: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Company will endeavour to consult with relevant Employees regarding the handling of this information.

Note 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the Employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

25 PARENTAL LEAVE

- 25.1** Employees are entitled to parental leave in accordance with the NES.
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26 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

26.1 Requests for flexible working arrangements are provided for in the NES.

27 SUPERANNUATION

27.1 The Company will make superannuation contributions in accordance with legislative requirements on behalf of an eligible Employee to a complying superannuation fund nominated by the Employee.

27.2 Employees are able to make voluntary superannuation contributions in accordance with legislative requirements via the Company's payroll system.

28 INCLEMENT WEATHER

28.1 Inclement weather is provided for in the Award.

APPENDIX A – WAGE RATES AND ALLOWANCES

Classification	Base wage rate effective from commencement of this Agreement
CCW 1	\$31.35
CCW 2	\$32.49
CCW 3	\$33.24
CCW 4	\$34.13
CCW 5	\$35.00
CCW 6	\$35.75

Allowances	Allowance amount effective from commencement of this Agreement
Travel	\$22.82
Meal	\$18.51
Living Away From Home	\$125.52 (including Travel and Meal Allowances)

**Allowances paid daily when applicable*

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of **Maas Administration Pty Ltd**

Signature: 

Witnessed by:

Print Full Name: Damien John Porter

Signature: 

Address: C/- 20L Sheraton Road
Dubbo NSW 2830

Print Full Name: Louise Margaret Sullivan

Authority to sign: Director Business Development

Address: C/- 20L Sheraton Road
Dubbo NSW 2830

Date: 17 October 2024

Date: 17 October 2024

Signed for and on behalf of **Employees covered by the Agreement:**

Signature: 

Witnessed by:

Print Full Name: Terry Jones

Signature: 

Address: C/- 20L Sheraton Road
Dubbo NSW 2830

Print Full Name: Louise Margaret Sullivan

Authority to sign: Operator

Address: C/- 20L Sheraton Road
Dubbo NSW 2830

Date: 17 October 2024

Date: 17 October 2024