



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Hastings Deering (Australia) Limited T/A Hastings Deering (AG2018/5265)

HASTINGS DEERING (AUSTRALIA) LIMITED ENTERPRISE AGREEMENT 2018

Vehicle industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 5 MARCH 2019

Application for approval of the Hastings Deering (Australia) Limited Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Hastings Deering (Australia) Limited Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hastings Deering (Australia) Limited T/A Hastings Deering. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Subject to the submissions provided by the Applicant on 20 December 2018, I am satisfied that the Agreement has been genuinely agreed to within the meaning of s. 188(2), as the Agreement would have been genuinely agreed to, but for the minor procedural errors made in relation to the requirements in ss. 180(2)-(3).

[5] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union and the Construction, Forestry, Maritime, Mining and Energy Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2019. The nominal expiry date of the Agreement is 14 September 2021.



DEPUTY PRESIDENT

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Hastings Deering (Australia) Limited Enterprise Agreement 2018

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1 Operative Arrangements

1.1 Title

This Agreement shall be known as the Hastings Deering (Australia) Limited Enterprise Agreement 2018.

1.2 Coverage

The Agreement shall cover:

- (a) Hastings Deering (Australia) Limited in respect of its operations conducted in Queensland and the Northern Territory.
- (b) Employees of Hastings Deering (Australia) Limited, who are appointed to work in a classification as listed in Appendix 1.
- (c) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

1.3 Application and Award Incorporation

- (a) Subject to the provisions contained in this clause, the Agreement incorporates the Manufacturing and Associated Industries and Occupations Award 2010 (the Award) as in operation as at the commencement of this Agreement.
- (b) Where there is an inconsistency between the terms of this Agreement and the Award, this Agreement prevails. For the avoidance of doubt and except where otherwise provided, where this Agreement provides for a particular term or condition of employment, it covers the field with respect to that particular term or condition of employment and the Award provision will not apply.
- (c) This Agreement regulates all terms and conditions of employment and operates to the exclusion of all awards (other than the Award), agreements whether certified or not and any other arrangements relating to the performance of work which applied prior to the commencement of this Agreement.
- (d) This Agreement shall not apply where the Company, at its discretion, makes an enterprise agreement to apply to a new business, activity, project or undertaking.

1.4 Definitions

In this Agreement, except where otherwise clearly indicated, the following definitions shall apply:

- (a) **Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- (b) **Agreement** means this agreement, the Hastings Deering (Australia) Limited Enterprise Agreement 2018.
- (c) **Annualised Salary** is defined at clause 9.4.
- (d) **Award** means the Manufacturing and Associated Industries and Occupations Award 2010.
- (e) **Business Centre** means the Company premises at the locations as prescribed in Appendix 2.
- (f) **Coal Mine Rate** means the rate prescribed in Appendix 1 paid to the Company's Employees when engaged to perform work on a coal mine located in Queensland in the Bowen Basin or on one of the following mines: Callide, New Hope, Meandu, Kogan Creek, Cameby Downs, Commodore or Wilkie Creek. This has the meaning of Ordinary Hourly Rate when an employee is permanently appointed to a coal mine site or sites where the Coal Mine Rate applies.
- (g) **Company** means Hastings Deering (Australia) Limited.
- (h) **Confidential Information** means all information relating to business or operational interests, methodology and affairs, financial information and anything else the Company determines as being confidential.
- (i) **Continuous Roster** means a roster that operates continuously throughout seven days and/or nights of each week where Employees are regularly required to work on Saturdays, Sundays and public holidays.

- (j) **Employee or Employees** means a person or persons employed by Hastings Deering (Australia) Limited who is covered by this Agreement.
- (k) **Employee Representative** is an Employee who has been elected by Employees to act as a representative of those Employees and whose election has been advised to the Company.
- (l) **Field Service** means work that is predominately performed in the field, which may include maintenance and/or service work at various locations (other than a Business Centre) to provide customer or business support.
- (m) **Immediate Family** has the same meaning as defined in the Act and includes a spouse (including de facto partner) child, parent, grandparent, grandchild or sibling of an Employee or an Employee's spouse.
- (n) **NES** means the National Employment Standards as provided for under the Act.
- (o) **Ordinary Hours** means for a full time Employee, 38 hours per week or the hours that form the single time component of a roster cycle, which is 38 hours per week averaged over a 28 day roster period or an otherwise agreed roster period.
- (p) **Ordinary Hourly Rate** means the rates of pay as prescribed in Appendix 1 excluding any allowances, overtime or loadings.
- (q) **Parties** mean the parties who are covered by this Agreement as shown at clause 1.2.
- (r) **Rostered Hours** means the rostered Ordinary Hours of work plus any Rostered Overtime an Employee is required to work.
- (s) **Rostered Overtime** means the hours the Employee is rostered and required to work on a regular work pattern in addition to the Employee's Ordinary Hours.
- (t) **Rostered Shift** means one shift that an Employee is rostered and required to work on a regular work pattern. Taken together, an Employee's Rostered Shifts combine to make up the Employee's Rostered Hours.
- (u) **Site Operations** means maintenance and/or parts support which is performed on a mine site/s and where an Employee is located to work on a mine site/s as advised by a contract of employment.
- (v) **Union** means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (the AMWU).
- (w) **Wage Rate** means the:
 - (i) Ordinary Hourly Rate as prescribed in Appendix 1, plus any applicable allowances; or
 - (ii) An Employee's Annualised Salary.

1.5 Operation of Agreement

- (a) This Agreement shall commence seven days after the date that it is approved by the Fair Work Commission. The nominal expiry date of this Agreement will be 14 September 2021.
- (b) The Parties agree to commence negotiations for a new enterprise agreement no later than six months prior to the nominal expiry date of this Agreement, unless the Parties mutually agree to commence negotiations earlier due to significant market changes.

1.6 No Extra Claims

- (a) The Parties agree that up to the nominal expiry date of this Agreement, they will not pursue any extra claims outside the process described in Division 7 of Part 2-4 of the Act.
- (b) Provided that where this Agreement is silent as to a term or condition of employment contained in the Award, any change will apply from an Award variation or decision of the Fair Work Commission.
- (c) This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other enterprise.

2 Objectives

This Agreement has been made by the Parties in an effort to meet the following objectives:

- Enhance job security by providing competitive and flexible terms and conditions;
- Provide a working environment that is committed to open communication, cooperation and our values of No Harm, Integrity, Transparency and Care;
- Enable work to be performed in the most efficient and flexible manner and encourage Employees to increase their skills and competencies; and
- Enhance productivity across all operations.

3 Consultation

(a) This term applies where the Company:

- (i) 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
- (ii) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

Major Change

(b) For a major change referred to in paragraph 3.1(a)(i):

- (i) the Company must notify the relevant Employees of the decision to introduce the major change; and
- (ii) subclauses (c) to (i) apply.

(c) An Employee may appoint a representative for the purposes of the procedures in this term.

(d) If:

- (i) an Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (ii) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

(e) As soon as practicable after making its decision, the Company must:

- (i) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on Employees; and
- (ii) 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 Employees; and
 - (iii) any other matters likely to affect Employees.

(f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

(h) 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 Company, the requirements set out in paragraph (a)(i) and subclauses (c) and (e) are taken not to apply.

(i) In this term, a major change is likely to have a significant effect on Employees if it results in:

- (i) the termination of the employment of Employees; or
- (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the need to relocate Employees to another workplace; or
- (vii) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- (j) For a change referred to in paragraph 3.1 (a)(ii):
 - (i) the Company must notify Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) An Employee may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) an Employee appoints, or Employees appoint, a representative for the purposes of consultation; and
 - (ii) an Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Company must:
 - (i) discuss with the Employees the introduction of the change; and
 - (ii) for the purposes of the discussion - provide to the 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 Company reasonably believes are likely to affect Employees; and
 - (iii) invite Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (i) The Company and affected Employee will identify any suitable alternative working arrangements where an Employee advises the Company of their inability to work a proposed change to their regular roster or Ordinary Hours of work due to family or caring responsibilities. Suitable alternative working arrangements will not be unreasonably refused.
- (n) However, the Company is not required to disclose confidential or commercially sensitive information to Employees.
- (o) The Company must give prompt and genuine consideration to matters raised about the change by Employees.

3.1 National Consultative Committee

- (a) The Company is committed to continuing the National Consultative Committee (NCC) throughout the life of this Agreement. The aim of the NCC is to discuss matters pertaining to the employment relationship and matters that have been escalated through the Local Consultative Committees.
- (b) The requirements, objectives and Employee Representative composition of this committee will be governed by the NCC Member Guidelines. These guidelines will be endorsed by the NCC and reviewed on an annual basis. Should a dispute about the NCC Member Guidelines arise, the dispute resolution procedure as outlined in 4.4 will apply.
- (c) NCC meetings will be held once per year in August on a date advised by the Company in the month prior to the NCC. The NCC may hold two meetings during a year if agreed by the Company and Employee Representatives.

- (d) Employees will be provided with up to thirty minutes, paid at their Wage Rate to attend an NCC report back meeting during their Rostered Shift following each NCC. The Employee Representative and relevant manager must agree on a suitable date, time and location prior to holding each meeting.

3.2 Local Consultative Committee

- (a) The aim of a Local Consultative Committee (LCC) is to act as a forum whereby issues relating to the operation of the Agreement or local industrial matters can be tabled. The outcome is to resolve local issues and identify issues to be escalated to the National Consultative Committee in a consultative manner.
- (b) The requirements, objectives and Employee Representative composition of this committee will be governed by the LCC Member Guidelines which will be developed by each LCC and reviewed each year. Should a dispute about the LCC Member Guidelines arise, the dispute resolution procedure as outlined in 4.4 will apply.
- (c) LCC meetings will be held on a monthly basis, or less frequently if agreed by the members.
- (d) The LCC may be formed within a local area where there are multiple operations or joined to a Business Centre. This will be determined by the members and local management to ensure the aims of the LCC will be met.

4 Obligations and Responsibilities

4.1 Employee Responsibilities

Employees are required to:

- (a) Work to the best of their ability and will perform such work as required by the Company within the bounds of safety, competencies, authorisation and qualifications.
- (b) Comply with the terms and conditions of their contract of employment but not to diminish from this Agreement.
- (c) Promote and not harm business interests or its reputation.
- (d) Comply with all lawful instructions and policies and procedures of the Company including compliance with safety and fit for work procedures and the Company's code of conduct.
- (e) Keep confidential any Confidential Information an Employee becomes aware of through employment with the Company.
- (f) Ensure that when working on customer sites, their actions are at all times in accordance with the relevant customer site requirements, including abiding by customer policies and procedures that may be additional to those imposed by the Company. Where there is a conflict between the Company's policies or procedures and the customer site policies or procedures, Employees will abide by the policy or procedure that imposes the higher obligation.

4.2 Shared Responsibility

The Company and Employees agree to respect and value the diversity of the workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying. The Company will observe established procedures and consultative processes to help achieve this objective.

The Company provides support for Employees experiencing domestic violence. For further details regarding this support, please contact the HR team.

4.3 Declaration to the Company

- (a) If an Employee intends to hold a second job, the Employee must obtain prior written consent from the Company, if the work could constitute a conflict of interest or impact the Employee's fitness for work. The Company may oppose the request and the Employee must comply with the decision.

- (b) When an Employee commences with the Company, they must declare in their employment application and new starter forms that all information they have provided to the Company is accurate and complete.

4.4 Dispute Resolution Procedure

- (a) Where there is a dispute about matters arising under this Agreement or the NES, the following steps will apply:
 - (i) The Employee/s concerned will first discuss the issue with their immediate supervisor who will take all reasonable steps to resolve the matter within five working days.
 - (ii) If the matter remains unresolved, the matter shall be committed in writing using the Company dispute form (HDAL-HR-18-F13) and referred to the supervisor's manager allowing five working days for resolution.
 - (iii) If the matter remains unresolved, the Employee may refer the matter to the relevant functional manager allowing five working days for resolution.
 - (iv) If the matter is not resolved at this stage the matter must be referred to a HR representative. A written reply from the HR representative must be provided to the Employee within seven days of receiving the dispute form.
 - (v) By agreement of the parties, any of the above steps may be bypassed to assist in expediting a resolution.
 - (vi) In the event there is no resolution, the parties may jointly or individually refer the matter to the Fair Work Commission for conciliation and/or arbitration. This must occur within seven working days if either party considers the dispute unresolved.
- (b) In order to facilitate the procedure:
 - (i) The Employee/s may nominate a representative (including an Employee Representative) to assist them during any discussions.
 - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded pursuant to Company procedures.
 - (iii) The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as possible.
 - (iv) Whilst the dispute procedure is being followed, work will proceed under the conditions prevailing before the disputed change.

4.5 Work Related Licences

- (a) Employees are required to obtain and hold work related licences which are required under legislation or as a condition of employment to carry out the Employee's appointed work duties (including electrical licences).
- (b) Payment of fees associated with required work licences will be reimbursed by the Company with prior approval. The Company will not reimburse fees for motor vehicle licences.
- (c) The Employee must notify the Company immediately if a licence they hold is suspended or cancelled or they are disqualified from holding or obtaining that license. It is the responsibility of an Employee to ensure a licence is renewed prior to expiry.
- (d) If holding a licence is fundamental to the Employee's work duties, a loss of that licence may result in the termination or transfer of an Employee to an alternative position if available. This transfer will be at applicable terms and conditions for that position. Employment may be terminated in circumstances where a transfer is not available or accepted by the Employee.
- (e) If an Employee does not hold the current and appropriate licence, they are strictly forbidden from participating in work duties which require that licence. Such conduct may result in disciplinary action, including termination of employment.

4.6 Performance Reviews

- (a) The Company will conduct an annual performance review with all Employees which will include a skills audit with the purpose of reviewing the employee's skills/competencies set against the current job classification criteria.
- (b) The purpose of the reviews is to assess performance against the key requirements of an Employee's role. This will include assessment of behaviour and work approach as it relates to the Company's values, work requirements and classification level.
- (c) Reviews may also be used to assess future training, development needs, career planning and skills gaps.

5 Categories of Employment

5.1 Full Time Employment

A full time Employee is engaged on a permanent basis and required to work 38 Ordinary Hours per week or the hours that form the single time component of a roster cycle, which is 38 hours per week averaged over a 28 day roster period or an otherwise agreed roster period.

5.2 Part Time Employment

- (a) A part time Employee is engaged on a permanent basis and works less than 38 hours per week. The actual number of hours will be agreed upon prior to commencing part time employment.
- (b) Hours worked can vary by agreement provided that on a monthly basis, the agreed average hours worked per week is constant. Authorised average hours per week in excess of that agreed will be paid at overtime rates.
- (c) Part time Employees are entitled to receive pro-rata entitlements.
- (d) Full time Employees who by agreement elect to take part time employment will have the right to take up full time employment again subject to prior written agreement of the Company.

5.3 Casual Employment

- (a) The Company's preference is to maintain a permanent workforce, however it is acknowledged that labour levels may fluctuate from time to time due to operational and customer requirements. The Company will only engage a casual Employee after taking all reasonable steps to utilise the permanent local workforce.
- (b) A casual Employee will be engaged by the day and paid by the hour. Each day's employment shall stand alone. Prior to their engagement, a casual Employee shall be advised of the expected duration of their term of employment.
- (c) The engagement of a casual Employee may be terminated at any time upon providing one hour's notice or by payment in lieu of notice. Where the casual Employee's engagement has exceeded ten continuous weeks of working 38 hours or more per week, their engagement may be terminated at any time by providing one week's notice or payment in lieu of notice.
- (d) Casual Employees shall not be entitled to any paid leave entitlements, redundancy payments, allowances, loadings and other benefits of full or part time employment. Eligible casual Employees may be entitled to pro-rata long service leave, as per the relevant legislation.
- (e) Casual Employees shall be paid the Ordinary Hourly Rate applicable to their appointed classification plus a casual loading of 25%. The casual loading is in lieu of entitlements referred to in clause 5.3(d) and is not cumulative on any other loadings or allowances.

5.4 Fixed Term Employment

- (a) A fixed term Employee will be engaged for a specific period of time (usually for a 12 month period or less) or for a specific project.
- (b) Prior to their engagement, a fixed term Employee shall be advised in writing of the duration of their term of employment.
- (c) In the event the original fixed term of employment is required to be extended, the Company and Employee will agree the additional duration in writing prior to the original term expiring.
- (d) A fixed term Employee is entitled to receive pro-rata entitlements to annual leave, personal leave, compassionate leave, long service leave and applicable public holidays based on the period of engagement.

5.5 Field Service and Site Operations Categories

- (a) In addition to being appointed to a classification as provided in Appendix 1, a Field Service or Site Operations Employee will be appointed in writing by the Company into one of the following categories:
 - (i) Field Service – Support
 - (ii) Field Service
 - (iii) Site Operations

5.5.1 Field Service - Support

- (a) An Employee appointed to this category will be engaged to perform support and maintenance services at a customer site or location usually for a period of greater than one week.
- (b) Additional to the terms and conditions provided for in this Agreement, a Field Service – Support Employee will be eligible for:
 - (i) Company arranged transport to the Employee's working location where transport is provided by a customer or is recoverable from a customer.
 - (ii) Field allowance (in accordance with clause 13.4).
 - (iii) Remote accommodation support where required and as determined by the Company.
 - (iv) Field service support Employees who are permanently employed in Central Queensland mining field service will be eligible to participate in a bonus incentive scheme.

5.5.2 Field Service

- (a) An Employee appointed to this category will be required to be mobile to perform diagnostic, support and maintenance services at a customer site or location as required.
- (b) Additional to the terms and conditions provided for in this Agreement, a Field Service Employee will be eligible for:
 - (i) Company provided service vehicle (business use only) or Company provided transport to working location.
 - (ii) Field allowance (in accordance with clause 13.4).
 - (iii) Payment for business related travel when travelling outside Rostered Hours will be paid at a flat rate of \$55 per hour, except for field service Employees in Northern Territory and Mt Isa, who receive the relevant area allowance, will be paid a flat rate of \$65 per hour. These travel rates will increase in accordance with the wage increases applied in the second and third year of this Agreement.
 - (iv) Communications package.
 - (v) Remote accommodation support where required and as determined by the Company.
 - (vi) Field service Employees who are permanently employed in Central Queensland mining field service will be eligible to participate in a bonus incentive scheme.

5.5.3 Site Operations

- (a) An Employee appointed to this category will be located at a customer site as shown in their contract of employment.
- (b) Additional to the terms and conditions provided for in this Agreement, an Employee appointed to this category will be eligible for:
 - (i) Project allowance where provided under clause 13.13.
 - (ii) Accommodation support where required and as determined by the Company.

6 Apprentices

- (a) This Agreement applies to apprentices, subject to the provisions of the applicable contract of apprenticeship or training agreement operating under any relevant legislation.
- (b) Apprentices are employed on a fixed term basis for the duration of their apprenticeship training contract. Apprentices, who are appointed to a tradesperson position upon completion of their apprenticeship, will have continuity of service recognised, all leave entitlements maintained and will not be required to complete an additional probationary period.
- (c) An apprentice, other than an adult apprentice, undertaking an apprenticeship with the Company will be paid a percentage of the relevant Level 6S Ordinary Hourly Rate as follows:

First year	42%
Second year	55%
Third year	75%
Fourth year	88%

- (d) An adult apprentice (commencing at age 21 years or over) will be paid a percentage of the relevant Level 6S Ordinary Hourly Rate as follows:

First year	53%
Second year	65%
Third year	75%
Fourth year	88%

- (e) An Employee who undertakes an apprenticeship and was employed by the Company in another classification immediately prior to commencing their apprenticeship will, for the duration of the apprenticeship, maintain their current Ordinary Hourly Rate or will be paid at the applicable apprentice rate, whichever is higher.
- (f) Apprentices acknowledge that they may be required to temporarily transfer to other operations to undertake a broader range of training. Travel and accommodation costs will be met by the Company for the duration of the transfer when transferred at least 60km from their usual work location.
- (g) An apprentice who is required to travel to Brisbane for the purpose of training (block release) at Company facilities will be provided with breakfast and lunch for each full day of training or reimbursed for breakfast and lunch to an agreed value.

7 Probationary Period

- (a) Upon commencement, an Employee will be engaged for a probationary period for the first six months of employment with the Company.
- (b) While the Employee is in the probationary period, either party may terminate the employment for any reason by giving one week's written notice or payment in lieu of notice. The Company may terminate the employment summarily in circumstances justifying summary dismissal.
- (c) Employees will undertake a probationary review which includes a classification review and skills audit during the probationary period.

8 Hours of Work

8.1 Ordinary Hours of Work

Day Work

The Ordinary Hours of work for full time Employees are 38 hours to be worked between 6:00am and 6:00pm, Monday to Friday or an average of 38 hours a week over a 28 day roster period.

The days on which Ordinary Hours are worked may include Saturday and Sunday subject to agreement between the Company and the majority of Employees concerned or between the Company and an individual Employee.

Shift Work (Afternoon/Night/Alternating)

The Ordinary Hours of work for full time Employees are 38 hours to be worked between the span of hours outlined in clause 8.2, Monday to Friday or an average of 38 hours a week over a 28 day roster period.

Continuous and Non-Continuous Roster Work

The Ordinary Hours of work for full time Employees are 38 hours per week or the hours that form the single time component of a roster cycle, which is 38 hours per week averaged over a 28 day roster period or an otherwise agreed roster period.

The Company may roster the Ordinary Hours of work on a Continuous Roster or non-continuous roster pattern, which may include shift work and may be worked on any day of the week.

Ordinary Hours worked on a Saturday, Sunday or public holiday will attract the relevant penalty rates as provided under clause 10.2.

8.2 Shift Arrangements

- (a) The following shifts and span of hours will apply:
 - (i) Day shifts commence on or after 6am and finish on or before 6pm.
 - (ii) Afternoon shifts commence on or after 12pm and before 6pm.
 - (iii) Night shifts commence on or after 6pm and no later than 4am.
 - (iv) Alternating shifts are any combination of day, afternoon or night shifts worked in a predetermined roster pattern.
- (b) Afternoon, night and alternating shifts may be worked on a permanent or temporary basis for any length of time which will be advised to the Employee prior to commencing the shift work. The Employee will receive the applicable shift loading for permanent and temporary shifts for Ordinary Hours worked as prescribed in clause 8.4.
- (c) The span of hours for each of the defined shifts may be altered by up to two hours at either end of the span by agreement between the Company and the majority of Employees concerned, or in appropriate circumstances, between the Company and an individual Employee.
- (d) In consultation with an Employee or Employees, the Company may alter starting and finishing times within the appropriate span of hours.

8.3 Change of Rosters

- (a) Where operational requirements necessitate a change to an Employee's scheduled roster, the following notice periods will be provided:

Roster change	Period of change	Notice period
Permanent	Any shift arrangement worked for a minimum of four weeks	Five calendar days
Temporary	Any shift arrangement worked for five or more consecutive working days and less than four weeks	Two calendar days
Short Term	Any shift arrangement worked for less than five consecutive working days	One calendar day

- (b) The above notice periods will be subject to consultation with the affected Employee and will take into account the Employee's personal circumstances.
- (c) Shorter notice periods can be applied if the Company and the Employee agree.
- (d) If due to operational requirements, the relevant notice period is unable to be given, the Employee will continue to be paid the appropriate shift loading, or Annualised Salary in the case of an Employee working a Continuous Roster, until such notice has been worked.
- (e) An Employee working a Continuous Roster who is required to change to another roster will be provided with a rest period of not less than four days paid at their existing Annualised Salary.

8.4 Shift Loadings

An Employee rostered to work night, afternoon or alternating shifts will be paid a shift loading for Ordinary Hours worked. The loading is calculated on the following applicable percentage of their Ordinary Hourly Rate:

Night – Permanent or Temporary	30%
Afternoon – Permanent or Temporary	20%
Alternating – Permanent or Temporary (paid on night/afternoon)	20%

9 Remuneration

9.1 Payment of Wages

- (a) All wages will be paid fortnightly into an Employee's nominated bank account or other financial institution recognised by the Company.
- (b) Should a pay transaction error occur where the Company is at fault, the Company will take all reasonable steps to rectify the error within three working days.
- (c) If due to an Employee's illness or unforeseen work commitments, timecards or leave forms are unable to be submitted prior to a payroll cut-off date, the Company will make an adjustment payment upon timecards or leave forms being submitted and approved by the Employee's manager.
- (d) Where public holidays interfere with the normal pay cycle, the Company will make every effort to advance the Employee's wages for the period which is unable to be processed until after the public holiday.

9.2 Rates of Pay

- (a) An Employee's Ordinary Hourly Rate is as per the classification to which they are appointed by the Company and which is prescribed in Appendix 1.

- (b) Ordinary Hourly Rates will increase in accordance with the following:
 - (i) 5% from 3 September 2018. This increase will take effect in the first full pay after four weeks from a declaration of a yes vote and will be back paid to 3 September 2018.
 - (ii) 3.25% from the first full pay period in September 2019.
 - (iii) 3.25% from the first full pay period in September 2020.

9.3 Superannuation

- (a) The Company will make superannuation contributions in accordance with relevant federal legislation as amended from time to time.
- (b) The default superannuation fund is Sunsuper (MySuper compliant). Employees will have full choice of fund with any complying superannuation fund.
- (c) An Employee may make voluntary superannuation contributions via salary sacrifice arrangements subject to legislative requirements. Any Employee contribution will be in addition to the Company's statutory superannuation contribution.

9.4 Annualised Salary

- (a) The Company may pay Employees working a Continuous Roster an Annualised Salary for the purpose of providing consistent fortnightly earnings.
- (b) The Annualised Salary is calculated by the Company to include all of the Employee's entitlements under this Agreement, including overtime, applicable all-purpose allowances, loadings, penalty rates and public holidays.
- (c) Any entitlement to flat rate allowances provided under this Agreement will be payable to an Employee in addition to their Annualised Salary.
- (d) The Annualised Salary is calculated on the actual roster worked and will change accordingly if an Employee's roster changes or if the relevant entitlements change.

10 Overtime, Weekend and Public Holiday Work

10.1 Overtime

- (a) Employees acknowledge that they may be required to work reasonable additional hours as required by the Company to meet operational requirements.
- (b) Subject to (g) below, all hours worked in addition to or outside an Employee's Ordinary Hours will be paid at the rate of time and a half for the first two hours and double time thereafter, this will change in accordance with (c) below.
- (c) Commencing from the first full pay period after 18 months from a declaration of a yes vote, all hours worked in addition to or outside an Employee's Ordinary Hours will be paid at the rate of time and a half for the first hour and a half and double time thereafter.
- (d) The overtime rate expressed at clause 10.1(c) does not set a precedent for future enterprise agreements.
- (e) Additional non-rostered hours will be considered reasonable having regard to an Employee's roster, the Employee's personal circumstances, the Company's fatigue management procedures and operational requirements.
- (f) Overtime payments are calculated on each standalone day or shift worked and are in substitution for and not cumulative upon any shift loadings.
- (g) An Employee who is required to work overtime on a Saturday, Sunday or public holiday will be paid in accordance with clause 10.2.
- (h) The Parties to this Agreement commit to working together to enforce the Company policy of no more than an average of 60 actual working hours per week averaged over four weeks.

10.2 Weekend and Public Holiday Work

- (a) Where an Employee works on a Saturday, the Employee will be paid at the rate of time and a half for the first two hours and double time thereafter, this will change in accordance with 10.1(c). Where an Employee's Ordinary Hours are structured to include work on a Saturday as part of their Continuous Roster, all Ordinary Hours worked on a Saturday will be paid at the rate of double time.
- (b) Where an Employee works on a Sunday, the Employee will be paid at the rate of double time for all hours worked.
- (c) In conjunction with clause 19, where an Employee is required to work on a public holiday as part of their Continuous Roster pattern or due to a request by the Company, the Employee will be paid at the rate of double time and a half for all hours worked.
- (d) To avoid confusion, the penalty rates prescribed in this clause are payable for work performed during the twenty-four hour period of a Saturday, Sunday or public holiday.
- (e) The payment of the penalty rate is calculated on each standalone day or shift worked and is in substitution for and not cumulative upon any shift loadings.
- (f) An Employee will be entitled to a minimum of four hours overtime or paid for four hours if the overtime work is for a shorter period when required to perform overtime on a Saturday, Sunday or public holiday. This excludes Employees working on a Continuous Roster or where an Employee is required to leave work early due to illness.

11 Call Outs

- (a) An Employee recalled back to work outside of their Rostered Hours and after leaving their usual work location, shall be paid for a minimum of four hours at the overtime rate.
- (b) Subject to clause (c), an Employee will be released from duty until they have had a ten hour break from completing their last call out and commencing their usual Rostered Hours without loss of pay, if:
 - (i) a single call out requires the Employee to work more than two hours; or
 - (ii) an Employee is required to attend two call outs during the period of completing and commencing their usual Rostered Hours; or
 - (iii) an Employee working a Continuous Roster who is required to attend a call out after 11pm on the day prior to commencing their roster panel.
- (c) Where agreed between the Company and an Employee, an Employee can resume or continue work without a ten hour break, in which case the Employee will be paid double time until released from duty for the period.

12 Breaks

12.1 Meal Breaks

- (a) An Employee is entitled to an unpaid meal break of a minimum 30 minutes during their Rostered Shift, taken at such time as directed by the Company in accordance with operational requirements.
- (b) Where an Employee is required to work a Rostered Shift of at least 12 hours and is working on a coal mine site, the Employee will be entitled to be paid for a 30 minute meal break.
- (c) An Employee shall not be required to work for more than five hours continuously without taking either a meal break or a rest break.

12.2 Rest Breaks

- (a) An Employee is entitled to one paid rest break of 20 minutes during their Rostered Shift, taken at such time as directed by the Company in accordance with operational requirements.
- (b) By agreement, the rest break may be taken in two separate periods taken at such time as directed by the Company in accordance with operational requirements.

- (c) An Employee who is required to work a Rostered Shift of 10 Ordinary Hours or more, will be entitled to two paid rest breaks totalling 30 minutes during their Rostered Shift, taken at such times as directed by the Company in accordance with operational requirements.
- (d) An Employee who works overtime for four hours or more on a Saturday, Sunday or public holiday will be entitled to one paid rest break of 20 minutes.

12.3 Crib Break (Overtime)

- (a) An Employee who is required to work overtime immediately after the completion of their Rostered Shift may have a 20 minute unpaid crib break upon the Employee working five continuous hours from their last meal or rest break.
- (b) An Employee may elect to forego a crib break upon approval from the Employee's supervisor and having necessary consideration to fatigue management.

13 Allowances

- (a) Only the allowances provided for in this clause will apply. Any other allowances or special rates that might otherwise apply have been factored into the Ordinary Hourly Rate.
- (b) Where two or more allowances in this clause occur at the same time, such rates shall accumulate.
- (c) Allowances prescribed in this clause are flat rate allowances unless otherwise specified. Flat rate allowances will be applied during working periods only.

13.1 Leading Hand Allowances

- (a) An Employee appointed by the Company as a leading hand will be paid an all-purpose allowance of 8.5% of their Ordinary Hourly Rate whilst required to perform leading hand duties.
- (b) An Employee who is required to act in a relief leading hand capacity for five consecutive working days or less will be paid a relief leading hand allowance of \$18.58 per day.

13.2 On Call Allowance

- (a) An Employee who is rostered to be on call outside of their normal Rostered Hours will be paid an on call allowance of \$247.75 per week.
- (b) An Employee receiving the on call allowance will be provided with a mobile phone and be required to be contactable and available at all times to attend call out work, respond to customer needs or arrange work to be carried out.

13.3 Area Allowances

- (a) An Employee who permanently resides in and is permanently employed to perform work in one of the following locations will receive the corresponding area allowance:
 - (i) Emerald 7.5%
 - (ii) Mount Isa 19.5%
 - (iii) Weipa 22%
 - (iv) Northern Territory 24.5%
- (b) The above area allowances are all-purpose and calculated on an Employee's Ordinary Hourly Rate. Subject to 13.3(c), an area allowance does not apply to Employees receiving a Coal Mine Rate, Employees receiving accommodation support including housing subsidy or Employees working on a fly in/fly out arrangement.
- (c) An Employee who performs work in Weipa on a fly in/fly out basis will receive an area allowance of 10% of their Ordinary Hourly Rate for all working hours whilst working in Weipa.

- (d) An Employee who permanently resides in and is permanently employed to perform work in one of the following locations will receive the corresponding area allowance per week:

(i) Cairns	\$37.93
(ii) Townsville	\$26.73

This area allowance will not apply to any Employee who transferred or commenced employment in either location on or after 13 June 2016.

13.4 Field Service Allowance

- (a) Subject to 13.4(c), an Employee who is appointed in writing by the Company to permanently perform Field Service work will be paid the applicable weekly field service allowance:
- | | |
|--------------------------|-------------------|
| (i) Tradesperson 6S – 7 | \$208.82 per week |
| (ii) Tradesperson 7A – 8 | \$224.16 per week |
| (iii) Apprentice | \$208.82 per week |
| (iv) Serviceperson | \$200.56 per week |
- (b) Subject to 13.4(c), an Employee who is required by the Company to perform temporary Field Service work or who is permanently appointed to field service and works overtime on non-rostered days for at least four hours in one day will be paid the applicable daily field service allowance:
- | | |
|---------------------|-----------------|
| (i) Tradesperson | \$41.76 per day |
| (ii) Apprentice | \$41.76 per day |
| (iii) Serviceperson | \$28.65 per day |
- (c) Where an Employee is performing Field Service work and their Wage Rate includes or is calculated on a Coal Mine Rate will instead of being paid under subclause 13.4(a) or subclause 13.4(b), will be paid a field service allowance of \$150 per week. This allowance will be payable for overtime work of four hours or longer when performed on non-rostered days at the rate of \$30 per day.
- (d) The field service allowance compensates Employees for working in the external elements, working away from a Business Centre, losing tools, working irregular hours, incidental expenses and temporarily living away from home.

13.5 Resident Allowance

- (a) Where an Employee's usual place of residence is in a remote location and the Employee has been requested by the Company to carry out Company business from their residence, the Employee will be paid a resident allowance.
- (b) The resident allowance will be either:
- | | |
|------|---|
| (i) | \$82.70 per week if the Employee does not receive Company accommodation support; or |
| (ii) | \$41.35 per week if the Employee receives Company accommodation support. |
- (c) The resident allowance compensates an Employee for conducting business from their residence which may include office facilities and/or storage facilities.

13.6 Share House Allowance

- (a) Where an Employee is provided with accommodation in a Company supplied share house for one or more roster panels, the Employee will receive a share house allowance up to the reasonable food and drink component of the living away from home allowance as determined by the Australian Tax Office (ATO). This allowance is to compensate for the additional cost of food and drink whilst the Employee is living away from home.

- (b) This share house allowance is currently \$35.28 per day and is subject to change based on annual ATO determinations. Any increase will be applied at the discretion of the Company, up to a maximum of \$40.00 per day.

13.7 Travel Overnight Allowances

- (a) Subject to 13.7(b), where an Employee is required to travel for the purpose of undertaking work away from their usual work location which includes an overnight stay, the Employee may claim the applicable net allowance for the purpose of meal reimbursement.

- (i) Breakfast \$15.00;
- (ii) Lunch \$15.00
- (iii) Dinner \$30.00

- (b) The following table shows when an Employee is eligible to claim these allowances:

Day of Travel	Breakfast	Lunch	Dinner
First day	No	No	Yes
Subsequent days	Yes	Yes	Yes
Return home before 8pm	Yes	Yes	No
Return home after 8pm	Yes	Yes	Yes

- (c) The travel overnight allowances do not apply to:
- (i) apprentices undertaking travel for the purpose of attending apprentice training; or
 - (ii) where meals are included with the provided accommodation.

13.8 First Aid Allowance

An Employee who holds an appropriate first aid qualification and is appointed by the Company as a first aid officer shall be paid a first aid allowance of \$17.54 per week.

13.9 Waste Allowance

An Employee will be paid a waste allowance of \$4.56 per hour when working on a machine or piece of equipment that has been used or is located on a land fill site/waste transfer station that has not been cleaned prior to the Employee commencing work.

13.10 Underground Hard Rock Allowance

An Employee will be paid an underground hard rock allowance of \$4.56 per hour when working underground in a hard rock (metalliferous) mine. This allowance does not apply to any period on the surface or when an Employee is required to go underground for training and/or induction.

13.11 Marine Allowance

An Employee will be paid a marine allowance of \$2.75 per hour when working below deck in a restricted and cramped space (engine room) on board a vessel.

13.12 Overtime Meal Allowance

- (a) An Employee who works overtime for more than one and a half hours beyond their Rostered Hours without being notified by the Company on their previous shift, shall be paid a meal allowance of \$12.74 per occasion.
- (b) An Employee will not be entitled to a meal allowance if the Company provides an Employee with a meal or the Employee receives a field service allowance.

13.13 Project Allowance

The Company, at its discretion, may pay a project allowance to Employees engaged in Site Operations or Field Service. The value of the project allowance is determined by the Company to ensure market competitiveness and as such may change. Prior to implementing a change to the value of the project allowance, the Company will consult with Employees on the value and timing of the change.

14 Annual Leave

14.1 Entitlement

- (a) A full time Employee shall be entitled to 4 weeks (152 hours) paid annual leave per year for each completed year of service. Where a full time Employee is engaged to work a Continuous Roster, annual leave will accrue based on 21 shifts at an Employee's Ordinary Hours for each completed year of service.
- (b) Employees engaged on a part time or fixed term basis shall accrue annual leave on a pro-rata basis. Casual Employees are not entitled to annual leave.

14.2 Accrual

- (a) Annual leave accrues progressively during a year of service and accumulates from year to year.
- (b) Subject to the provisions of the Act, an Employee will not accrue annual leave during any period of unpaid or unauthorised leave.
- (c) An Employee's annual leave balance will be deducted by the Ordinary Hours for each period or shift taken as annual leave. No Employee will be worse off in respect of their annual leave entitlement as provided under clause 14.1.

14.3 Taking Annual Leave

- (a) Annual leave shall be taken at a mutually agreed time and must be applied for at least two weeks prior to the proposed leave commencing.
- (b) An Employee may take annual leave in any number of hours. A minimum of one hour will apply.
- (c) The Company will confirm its decision within seven working days of receiving the Employee's leave application.
- (d) The Company or Employee cannot request a change to pre booked leave within a period of two weeks from when the leave is due to commence, unless mutually agreed.
- (e) It is the Company's expectation that an Employee who has two year's annual leave entitlement will make arrangements to take a minimum of one year's entitlement. An Employee who does not make arrangements to take leave in accordance with this clause, may be directed by the Company to take such leave.

14.4 Payment

- (a) Annual leave is paid at an Employee's Wage Rate.
- (b) Payment for annual leave will be made in the usual fortnightly pay cycle. However, an Employee may upon application in the required timeframe, request that annual leave be paid in full on the first pay of their annual leave period.
- (c) Any annual leave accrued but not taken will be paid out on termination of employment paid at the Employee's Wage Rate. The Company will pay leave loading on termination in accordance with the Act.

14.5 Leave Loading

- (a) During a period of annual leave, an eligible permanent Employee shall receive leave loading of 17.5% calculated on their Ordinary Hourly Rate.
- (b) Where an Employee is rostered to perform shift work during the period of annual leave, either the shift loading or leave loading will apply, whichever is higher.
- (c) An Employee receiving an Annualised Salary acknowledges that the Annualised Salary includes leave loading and therefore no additional leave loading is payable.

14.6 Cashing Out

- (a) The Company may agree to cash out an Employee's annual leave on the following conditions:
 - (i) the Employee must apply in writing to cash out the annual leave;
 - (ii) the Company must agree to the request;
 - (iii) the Employee will be paid the full amount that would have been payable to the Employee had the Employee taken the leave; and
 - (iv) the Employee's remaining annual leave balance after cashing out must be at least four weeks.

15 Personal Leave

15.1 Entitlement

- (a) A full time Employee shall be entitled to 76 hours (ten days) paid personal leave per year for each completed year of service.
- (b) Employees engaged on a part time or fixed term basis shall accrue personal leave on a pro-rata basis. Casual Employees are not entitled to paid personal leave.

15.2 Accrual

- (a) Personal leave accrues progressively during a year of service up to 76 hours per year and accumulates from year to year.
- (b) Subject to the provisions of the Act, an Employee will not accrue personal leave during any period of unpaid or unauthorised leave.
- (c) An Employee's personal leave accrual will be deducted by the Ordinary Hours for each period taken as personal leave.

15.3 Taking Personal Leave

- (a) An Employee is entitled to take paid personal leave if they are:
 - (i) unable to attend work due to a personal injury or illness (sick leave); or
 - (ii) required to care for a member of their Immediate Family or household due to illness, injury or an unexpected emergency (carers leave).
- (b) Where an Employee has exhausted their paid personal leave entitlement, they will be entitled to take up to two days' unpaid carers leave for each occasion upon providing adequate evidence.
- (c) An Employee must make positive contact with their leading hand or supervisor to notify of their absence prior to the start of their shift or as soon as reasonably practicable. Failure to do so may result in the personal leave not being paid.
- (d) If a period of approved paid annual leave includes a period where the Employee suffers a personal injury or illness, the Employee may apply to have this period changed to personal leave upon providing evidence. Arrangements will be made for the Employee to repay any leave loading paid in the next pay period.

15.4 Evidence

- (a) An Employee will be required to provide evidence in the form of a medical certificate from a qualified medical practitioner or a statutory declaration where:
 - (i) the absence is for more than two consecutive days;
 - (ii) the absence occurs on or adjacent to a public holiday;
 - (iii) the absence occurs during the Employee's probationary period;
 - (iv) the Company can demonstrate that an Employee is developing an apparent pattern of absences over a reasonable period of time, in which case evidence must be provided on all future occasions for a period of twelve months.
- (b) A statutory declaration may be provided where it is not reasonably practicable to provide a medical certificate. The statutory declaration must also declare why it was not reasonably practicable to provide a medical certificate.

15.5 Payment

- (a) Personal leave is paid at an Employee's Wage Rate.
- (b) Personal leave is not paid out on termination of employment.

16 Long Service Leave

- (a) An Employee will be entitled to long service leave in accordance with the relevant state, territory or federal legislation, as amended from time to time.
- (b) Where this Agreement provides for a more beneficial term above the relevant legislation, the term in this Agreement will apply.

16.1 Entitlement

- (a) A full time Employee will accrue long service leave in accordance with the following:
 - (i) An Employee permanently working in Queensland, other than an Employee who works permanently on a coal mine site/s, will accrue long service leave at the rate of 10 weeks per 10 years of continuous service with the Company; or
 - (ii) An Employee permanently working in the Northern Territory, other than an Employee who works permanently on a coal mine site/s, will accrue long service leave at the rate of 13 weeks per 10 years of continuous service with the Company; or
 - (iii) An Employee who permanently works on a coal mine site shall be entitled to accrue long service leave at the rate of 13 weeks per 8 years of continuous service with the Company; or
 - (iv) An Employee who becomes an eligible employee as defined by the *Coal Mining Industry (Long Service Leave) Administration Act 1992* (Cth) will accrue long service leave at the rate of 13 weeks for each 8 years of such service.
- (b) A casual Employee will be entitled to long service leave in accordance with the relevant legislation.

16.2 Taking Long Service Leave

- (a) Long service leave may be taken in periods of not less than one week or a full Continuous Roster panel.
- (b) The Company will approve the taking of long service leave provided that:
 - (i) the Employee provides at least four weeks' notice of their intention to take leave;
 - (ii) the leave is for a period that complies with clause 16.2(a); and
 - (iii) the leave will not have a considerable impact on business operations.

- (c) An Employee who has an entitlement to long service leave must make arrangements to take leave within five years of each entitlement falling due. The Company may otherwise direct an Employee to take leave within five years of the leave falling due. At any time, an Employee shall be entitled to maintain a minimum of four weeks' long service leave entitlement.

16.3 Payment

- (a) Payment for long service leave shall be at the Ordinary Hourly Rate.
- (b) Where an Employee is paid an Annualised Salary, they will continue to receive their Annualised Salary during the leave period.
- (c) Payment for long service leave will be made in the usual fortnightly pay cycle.

16.4 Payment on Termination

- (a) Subject to 16.4(b), payment of long service leave on termination will be in accordance with the relevant legislation and in accordance with clause 16.3. For clarity, those employees on Annualised Salary will be paid at their Annualised Salary rate.
- (b) Pro rata long service leave will be paid on termination under the following arrangements at the time of termination:
 - (i) an Employee who accrues long service leave in accordance with clause 16.1(a)(i) or 16.1(a)(ii) after 5 years continuous service, or
 - (ii) an Employee who accrues long service leave in accordance with clause 16.1(a)(iii) after 6 years continuous service; or
 - (iii) an Employee who accrues long service leave in accordance with clause 16.1(a)(iv) in accordance with *Coal Mining Industry (Long Service Leave) Administration Act 1992* (Cth).

17 Flex Leave

17.1 Accruing and Banking

- (a) A permanent Employee will be entitled to accrue flex leave by nominating overtime worked (outside of the Employee's Rostered Hours) to be banked as flex leave hours which can be taken as flex leave at a later date.
- (b) An Employee must record their overtime hours worked either to be paid or to be banked as flex leave. Retrospective applications for flex leave or overtime payment will not be permitted.
- (c) An Employee may bank overtime of half an hour or more, but may not bank overtime due to attending training or call outs.
- (d) The time banked as flex leave will equal the number of hours had the overtime been paid. For example, one hour of overtime at double time equals two hours of flex leave banked.
- (e) An Employee can bank up to a maximum of ten days flex leave.
- (f) An Employee's flex leave balance will show on the Employee's payslip.

17.2 Taking Flex Leave

- (a) Flex leave shall be taken at a mutually agreed time and should be taken prior to the payout dates in accordance with 17.3.
- (b) An Employee can apply to take a minimum of one hour of leave. An Employee wanting to take a full shift as flex leave must take the corresponding banked hours that they were rostered to have worked for that shift. Flex leave is paid at the Employee's Wage Rate.
- (c) Flex leave must be applied for in advance by providing a minimum of two weeks' notice. Back dating of flex leave will not be approved.

17.3 Payout of Flex Leave

- (a) Any accrued but unused flex leave will be paid out once per year. This will occur on the last pay in August each year.
- (b) Accrued but unused flex leave will be paid to an Employee upon termination of their employment.

18 Other Leave

Employees are entitled to other leave as prescribed in this clause and other types of leave not prescribed here but provided for under the NES.

18.1 Compassionate Leave

- (a) An Employee other than a casual Employee will be entitled to take up to two days' compassionate leave for each occasion when a member of the Employee's Immediate Family dies or contracts a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life.
- (b) An Employee may request an additional day of compassionate leave where extenuating circumstances exist, ie. significant travel.
- (c) An Employee must notify the Company as soon as practicable of their need to take compassionate leave and the expected duration of the leave.
- (d) Compassionate leave is paid at an Employee's Wage Rate for the Ordinary Hours the Employee would have worked during the period.
- (e) An Employee may be required to produce satisfactory evidence of the need to take compassionate leave.

18.2 Jury Service

- (a) An Employee who is called upon for jury service must notify the Company as soon as possible of the dates on which they are required to attend.
- (b) An Employee other than a casual Employee, who attends for jury service during the Employee's Rostered Hours, will be paid the difference between:
 - (i) the Wage Rate for the Employee's Rostered Hours had they worked; and
 - (ii) the amount paid to the Employee for jury service.
- (c) An Employee will only be entitled to payment upon providing evidence that jury service was attended, the duration of attendance and the amount paid to the Employee for attending.

18.3 Emergency Services Leave

- (a) A permanent Employee who is a certified volunteer member of an approved emergency service organisation (ESO) as provided in 18.3(c) will be entitled to take up to three days' paid emergency services leave per year to attend to an emergency in their area as called by an ESO.
- (b) An Employee must notify the Company and provide evidence that they are a volunteer member of an approved ESO.
- (c) Approved emergency service organisations are:
 - (i) State Emergency Service Queensland
 - (ii) Rural Fire Service Queensland
 - (iii) Northern Territory Emergency Service
- (d) An Employee must provide notice and expected duration to their supervisor immediately upon an emergency being declared by an ESO that requires their attendance. The supervisor will consider the request subject to business needs, shift coverage and the duration of the leave. Leave may only be taken as full or half days.

- (e) An Employee will only be entitled to payment upon providing satisfactory evidence of their engagement in the emergency. Payment is at the Employee's Wage Rate.
- (f) This clause does not limit an Employee engaging in unpaid voluntary emergency management activities as provided for under the Act.

18.4 Mt Isa and Northern Territory Travel Leave

- (a) An Employee who permanently resides in, and is permanently employed to perform work in either Mt Isa or the Northern Territory will receive an additional leave entitlement of three days per year being for travel leave. Payment is at the Employee's Wage Rate.
- (b) The travel leave entitlement may only be taken in conjunction with the following leave:
 - (i) when at least two weeks of annual leave or long service leave is taken; or
 - (ii) when compassionate leave is taken.
- (c) Travel leave can be accrued up to a maximum entitlement of two years (ie. six days) and is not payable upon termination of employment or transfer to another area.

18.5 Substitute Days Off

- (a) An Employee who is required to work overtime (outside of an Employee's usual Rostered Hours) where the overtime worked is for a period equal to or greater than their Rostered Hours, may by agreement take a substitute day off without pay. This may be taken prior to the overtime being worked.
- (b) An Employee changing from a non-continuous roster to a Continuous Roster will be required to have a minimum two days off prior to commencing the Continuous Roster. Substitute days off will be utilised for these situations unless the Employee applies for annual leave.
- (c) An Employee will receive the applicable Company superannuation contribution and leave accruals for substitute days calculated on their usual Rostered Hours.

19 Public Holidays

- (a) The following days shall be recognised as public holidays:

(i) New Year's Day	(vi) Easter Monday	(xi) Picnic Day (NT only)
(ii) Australia Day	(vii) Anzac Day (25 April)	(xii) Christmas Day (25 December)
(iii) Good Friday	(viii) Labour Day (QLD only)	(xiii) Boxing Day (26 December)
(iv) Easter Saturday	(ix) May Day (NT only)	
(v) Easter Sunday (QLD only)	(x) Queen's Birthday	

any other day, or part day, declared or prescribed by or under a law of a state or territory to be observed generally within the state or territory, or region of the state or territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded from counting as a public holiday.

- (b) An Employee, who does not work on a Continuous Roster, will be entitled to observe a public holiday without loss of pay when the public holiday falls on their usual Rostered Shift that otherwise would have been worked by the Employee.
- (c) The Company may request an Employee who does not work on a Continuous Roster to work on a public holiday. The Employee may refuse the request if the Company's request is unreasonable or it is reasonable for the Employee to refuse the request.
- (d) An Employee who works on a Continuous Roster will be expected to work a public holiday, where it falls on their usual Rostered Shift. An Employee who works a Continuous Roster and receives an Annualised Salary acknowledges that the Annualised Salary includes payment for working on public holidays and will receive no further payment.

- (e) An Employee will not be required to work on the following public holidays provided the relevant conditions are met:
 - (i) An Employee will not be required to work on Anzac Day unless the operation where the Employee is required to work is deemed to be a twenty-four hour continuous operation or as stated in relevant legislation;
 - (ii) An Employee will not be required to work Christmas Day unless the Employee is employed to work on a mine site that is engaged in full production operations;
 - (iii) An Employee will not be required to work Boxing Day unless the Employee is employed to work on a mine site and the customer requires work to be performed on this day.

20 Training

- (a) The Company is committed to identifying and providing Employees with appropriate training to maintain and enhance their skills and knowledge. An Employee will be required to attend training as directed by the Company.
- (b) The training needs for an Employee will be identified through the relevant job model, the annual development and career planning process during their performance review and as needed to respond to additional training, including but not limited to safety, business, technology or product training.
- (c) Where an Employee is required to attend training outside of their usual Rostered Hours of work (excluding public holidays), they will be paid at single time for a maximum of four hours on Monday to Friday and eight hours on Saturday or Sunday. This will occur no more than five days in any one year.
- (d) Employees who are on a Continuous Roster and are required to attend training on rostered days off will be paid time and a half for eight hours and double time thereafter.
- (e) Employees will not be paid for travelling when attending product training. Where an Employee is required to attend training, other than product training and the training occurs 100km or greater from their usual place of work, an Employee will be paid for travelling at their Ordinary Hourly Rate.
- (f) Where a mine site based Employee is required to return to their usual place of work to attend training during non-rostered days, and the travel does not fall on a day either side of a Rostered Shift, the Employee will be paid for travel at their Ordinary Hourly Rate.

21 Competency Standards

- (a) This Agreement provides for a classification structure where an Employee is classified according to the level of competency that they hold and are required to use in their work on a regular basis.
- (b) The objectives of the classification structure, is to have a system that:
 - (i) provides flexibilities required by the Company to address business needs;
 - (ii) provides a career path for Employees;
 - (iii) conforms to the National Metal and Engineering Industry Competency Standards; and
 - (iv) ensures Employees are fairly and equitably paid for achieved and maintained competencies.

21.1 Competency Assessment Process

- (a) An Employee may apply for a competency reclassification in accordance with the relevant job model and business needs. Application and supporting evidence for reclassification may be submitted at any time.
- (b) An Employee's application for competency reclassification will be reviewed and determined by the Assessment Validation Panel in accordance with clause 21.3.

- (c) An Employee may appeal the decision of the Assessment Validation Panel if a dispute arises. The application for appeal will be reviewed by the Manager – Human Resources or designate in the first instance. Upon approval from the Company, an accredited agency may be engaged to make a determination.
- (d) To assist in the avoidance of disputes, a reasonable number of Employee Representatives will be provided with training on the competency assessment process and framework.

21.2 Competency Assessment Timeline

- (a) The Assessment Validation Panel will review applications during the Assessment Months and will determine the outcome of competency reclassification assessments submitted in accordance with this clause by the last day of the following months (Assessment Months):
 - (i) February;
 - (ii) May;
 - (iii) August; and
 - (iv) November.
- (b) The deadline for an Employee to submit their completed application and accurate supporting evidence for reclassification is the first day of an Assessment Month.
- (c) It is the responsibility of an Employee to ensure their application meets evidence requirements of the job model and business needs prior to submitting their application.
- (d) Within one week of submitting their application, an Employee will be provided with confirmation of lodgement of their application.
- (e) An Employee will be advised of the outcome of their application upon the Assessment Validation Panel making its determination, which will be on or prior to the last day of the Assessment Month.
- (f) If an Employee is determined as not yet competent, the Employee will be provided with an explanation of this decision and the areas to address and/or improve to achieve the required competencies. The Employee may reapply at any time but will be assessed in the relevant Assessment Month.
- (g) The effective date of a reclassification will be the last day of the Assessment Month on which the Assessment Validation Panel determines the Employee as competent.
- (h) Any complete application that has not been determined within the set timeframe will entitle the Employee to be paid a reclassification allowance of \$25 per week until the assessment has been determined. This allowance is only payable on the assessment of competencies in the relevant job model by the Assessment Validation Panel. Where the Employee has been deemed by the validation panel as competent, the Employee will also be back paid to the last day of the Assessment Month of when the application should have been determined.

21.3 Assessment Validation Panel

- (a) An Assessment Validation Panel will be formed for each functional area to review and determine competency reclassification applications. Members of the panel will possess the knowledge of the applicant, job, task and/or skills.
- (b) Members of the Assessment Validation Panel will be appointed by the relevant functional manager and will include designated:
 - (i) foreman and/or supervisors;
 - (ii) leading hands and/or a subject matter expert;
 - (iii) certified assessor; and
 - (iv) other Company representatives or Local Consultative Committee Members (with relevant knowledge and experience) as required.

21.4 Competency and Job Model Reviews

- (a) Each functional area will be responsible for reviewing their applicable job models to ensure suitability and identify any changes to be to be tabled at the annual competency steering committee. This review should occur quarterly during a designated LCC meeting.
- (b) An annual competency steering committee will be held in December each year to review all competencies and job models. This review is to ensure the job models meet contextualisation, suitability and currency for the tasks performed within the Company.
- (c) Competency reviews, job model reviews and the reclassification process will be based on the framework of the National Competency Standards.
- (d) Where a significant change or addition to a job model is required, the five step implementation process as referenced by the National Metal and Engineering Industry Competency Standards Guide will be used.

21.5 Skills Audits

- (a) An Employee may be required to undertake a skills audit to review their competencies as required by the relevant job model and the work they perform.
- (b) If the skills audit determines that an Employee does not have the competencies that are either not required for the work they perform (in line with the job model) or they do not yet have the required competencies, a training plan will be developed with the Employee to identify possible gap training to be undertaken.
- (c) If an Employee does not undertake the required training in accordance with the training plan or an Employee is unable to be gap trained, the Employee will be provided with one month's notice prior to any reclassification to the appropriate competency level occurring.

21.6 Commencing Employment

- (a) All new Employees will receive a competency information and job model pack upon commencing employment with the Company.
- (b) A skills audit will be completed by a certified assessor and the Employee's supervisor during the Employee's probation period.

22 Insurances

Other than insurances related to employment as required by law, an Employee will be provided with the following insurances.

22.1 Income Protection Insurance

- (a) All permanent Employees covered by this Agreement will be provided with the benefit of income protection insurance, subject to the terms and conditions of the insurance policy.
- (b) The Company will pay the insurance premium on behalf of an Employee up to a maximum of 2.2% (inclusive of GST) of the Employee's gross earnings.
- (c) The Company, from time to time, may undertake a market review of income protection insurance providers to ensure Employees are receiving the best coverage and support. The Company will provide Employees with the results of the review and provide the opportunity for Employees to vote on changing or not changing the incumbent provider. The results of the vote will be accepted by the Company.

22.2 Loss of Tools

- (a) Where an Employee is required by the Company to use their own tools for work purposes, the Company will insure their tools against loss or damage (excluding wear and tear) when the tools have been securely stored in a locked tool box on Company premises, including a customer's site, or in a Company vehicle.
- (b) An Employee will be required to submit an inventory of their tools to the Company, which will be kept in case of a claim. It is the responsibility of the Employee to keep this inventory up to date.
- (c) An Employee will be able to claim up to the following amounts due to loss or damage:
 - (i) Up to \$20,000 where an inventory of tools has been submitted; or
 - (ii) Up to \$1,000 where an inventory of tools has not been submitted.
- (d) The Company shall include reference to the requirement to provide an inventory in each new Employee's starter pack.
- (e) An Employee may only claim where the loss or damage is greater than \$250. A claim must be supported by a police report for theft occurring from a Company vehicle.
- (f) Where an Employee is required to travel or relocate with their tools, the Company provides alternative insurance arrangements for the transport of tool boxes by commercial carriers.

23 Natural Disaster

- (a) This section applies where a natural disaster, including but not limited to flooding, cyclone or fire, is likely to have an effect on a location where Employees are working.
- (b) The Company will monitor the situation and act in accordance with state and local government advice and provide regular updates to potentially affected Employees.
- (c) If an Employee is prevented from attending their usual work location due to a natural disaster, where possible, relevant arrangements will be determined by the senior manager of the affected area and will advise Employees accordingly.
- (d) Where reports from local authorities determine that access from an Employee's work location to their primary residence will be cut, the Employee will be approved to proceed home prior to the completion of their Rostered Hours without loss of pay.
- (e) Where appropriate, an Employee will be provided with reasonable time away from work where an Employee's primary residence may be exposed to danger or has been damaged due to a natural disaster. An Employee will have access to their leave accruals for this period.
- (f) An Employee who is absent due to a natural disaster must ensure they notify and receive approval from the Company for their absence.
- (g) At no time should Employees unnecessarily expose themselves to risk due to the natural disaster.
- (h) If an Employee is directed by the Company to be on stand-by during a natural disaster, they will be paid for their Rostered Hours during this period. When issuing a stand-by request, the Company will confirm the length of the requested stand-by period and payment arrangements.
- (i) In accordance with the Act, if an Employee is stood down due to a natural disaster as directed by the Company, they will not be paid. However, the Company will permit an Employee to access leave entitlements for this period, including annual leave, personal leave, flex leave or where eligible, long service leave.
- (j) Where an Employee is engaged in Field Service or Site Operations and they are required to attend a customer's site using their personal vehicle, the Company will reimburse for additional kilometres traveled when, due to a natural disaster, the direct route is restricted.

24 Fly In/Fly Out Arrangements

- (a) An Employee may be required by the Company to work temporarily at a location on a fly in/fly out (FIFO) basis.
- (b) Where this occurs, payment of airfares will be the responsibility of the Company and indicated in an Employee's contract of employment.
- (c) An Employee will be responsible for ensuring they arrive at the airport at the appropriate time to board the aircraft. Travel to and from the airport, including parking is the Employee's responsibility and at their expense.
- (d) In the event that an Employee misses their pre-booked flight due to illness or injury, the Employee must contact their supervisor as soon as possible and provide a medical certificate or statutory declaration. Where this is provided, the Company will maintain responsibility for the cost of the original airfare and where appropriate, an alternative airfare.
- (e) In the event that an Employee is unable to board a flight due to the flight being delayed or cancelled, the following will apply:
 - (i) the Company will maintain responsibility for the cost of the original airfare and where appropriate, an alternative airfare; and
 - (ii) where the Employee is travelling to their work location, the Company will continue to pay the Employee for their Rostered Shift/s and where practicable, provide the Employee with alternative work until the flight is rescheduled or an alternative flight has been arranged; or
 - (iii) where the Employee is returning home and due to the delay the Employee is required to stay overnight, the Company will provide accommodation until the flight is rescheduled or an alternative flight has been arranged.
- (f) If an Employee misses their flight due to other reasons, the following will apply:
 - (i) the Company will book the Employee on the next scheduled flight;
 - (ii) the Employee will be entitled to take applicable leave for the period of work missed;
 - (iii) the Employee will be liable for the cost of either the original airfare or the alternative flight, whichever is greater; and
 - (iv) the Employee may face disciplinary action in accordance with Company policies.

25 Termination of Employment

This section does not apply to casual Employees.

25.1 Notice of Termination by the Company

- (a) The Company may terminate the employment of an Employee, in writing, by providing the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If an Employee is over 45 years of age and has completed at least two years of continuous service, the Employee will be entitled to an additional one week's notice.
- (c) This does not affect the right of the Company to dismiss an Employee without notice for serious misconduct or other lawful cause that justifies summary dismissal.

25.2 Notice of Termination by an Employee

- (a) An Employee will be required to provide one week's notice of their termination in writing.
- (b) An Employee who does not provide the required notice will forfeit to the Company payment for the period of notice which is not worked.

25.3 Payment in Lieu of Notice

- (a) The Company, at its discretion, may elect to provide payment in lieu of notice for either termination by the Company or termination by an Employee. Where an Employee provides a longer notice period, the Company is only required to pay one week in lieu of notice.
- (b) Payment will be at the Employee's Wage Rate for the period the Employee would have worked.

25.4 Abandonment of Employment

Where an Employee is absent from work for more than three consecutive Rostered Shifts without providing notice to the Company, the Employee shall be deemed to have terminated their employment without notice.

25.5 Return of Property

- (a) Prior to an Employee receiving their final termination pay, the Employee must return all property belonging to the Company and repay any amounts owed on the termination of their employment.
- (b) While not exhaustive, Company property may include occupational clothing, vehicle, keys, mobile phone and any outstanding amounts owing for tools and/or toolboxes.

26 Redundancy

- (a) Redundancy occurs as described in the NES. In general, it occurs when the Company has made a definite decision that a particular position is no longer required and this decision may lead to the termination of employment.
- (b) Redundancies may arise through:
 - (i) re-organisation or re-structuring of the Company or its operating businesses;
 - (ii) changes in the marketplace, including the loss of business or general economic downturn;
 - (iii) introduction of new technology, process or improvements to productivity.

26.1 Consultation Process

- (a) When the Company has identified positions that are no longer required and has made a decision on the number of Employees to be made redundant, the Company will as soon as practical, consult with the affected Employees, the Union or other representative appointed by Employees about:
 - (i) the means of minimising the number of redundancies;
 - (ii) the means of minimising the effect of the redundancies on Employees;
 - (iii) the reason for the redundancies; and
 - (iv) the number of affected employees by department and/or business centre.
- (b) Nothing in this section prohibits the Company from maintaining direct communication and notification to Employees about potential redundancies, including reason for redundancies and providing updates on the consultation and redundancy process at any time.

26.2 Minimising Redundancies

- (a) In order to minimise the number of forced redundancies of permanent Employees and ensure efficient and economical business operations, the following will apply.
- (b) The Company will firstly review the use of contractors, labour hire, casuals and fixed term Employees in an affected position and area, except where:
 - (i) there is a contractual commitment in place;
 - (ii) the work being performed is considered to be specialist work;
 - (iii) an Employee would not be readily able to perform the work being performed.
- (c) Where practicable, the Company will then call for expressions of interest for voluntary redundancies in the affected areas for the positions identified. Employees accepted for voluntary redundancy will be at the discretion of the Company based on retaining a workforce with the required skills, knowledge and competency.

26.3 Selection Process

- (a) Where the Company is required to implement forced redundancies, selection will be based on the operational requirements of the Company which will be determined by a review of Employees using the following criteria:
 - (i) Technical proficiency and skills
 - (ii) Safety behaviours
 - (iii) Teamwork
 - (iv) Time management and punctuality
 - (v) Disciplinary record
 - (vi) Demonstrating Company values
- (b) The review will be conducted by the Employee's supervisor with the functional manager. An Employee will be reviewed on the criteria based on the prior twelve months.

26.4 Notification and Redundancy Process

- (a) Where an Employee has been identified to be affected by redundancy, the Company will provide written notification about the decision, consultation timeframe, the termination date and redundancy payment information.
- (b) The Company will make efforts to redeploy an affected Employee into an agreed suitable alternative position within the Company where such a position exists. Where this occurs, the Employee's continuous service and leave entitlements will not be affected.
- (c) An Employee will be required to work in accordance with this Agreement and their Rostered Hours during the redundancy process. Reasonable time off work will be provided to affected Employees during the notice period to undertake job search activities.
- (d) An Employee will receive the applicable notice period and redundancy payment in accordance with the relevant clauses of this Agreement. Payment will be made within seven working days after the Employee's termination date.
- (e) An Employee may request a written statement of service, training certificates, attained competencies, and where an Employee has completed five or more continuous years of service with the Company, they may request to be provided with outplacement services.
- (f) The Company shall, upon the Employee's request, provide a written statement specifying the period of employment, classification and work type performed by the Employee.
- (g) If during the applicable notice period as specified in clause 26.5 an Employee dies or suffers total and permanent disability, full payout in accordance with this clause will be paid to the Employee's estate.

26.5 Notice Period

- (a) An Employee whose employment is terminated due to redundancy will be provided with the notice period or payment in lieu of notice in accordance with the following:
- (i) Four weeks' notice; or
 - (ii) Six weeks' notice if the Employee is 45 years of age or over and has completed at least two years of continuous service; or
 - (iii) Eight weeks' notice if the Employee is 50 years of age or over and has completed at least two years of continuous service.

26.6 Redundancy Payment

- (a) Subject to Appendix 3, redundancy payments will be paid at the Employee's Ordinary Hourly Rate for their classification as at the time of redundancy.
- (b) An Employee whose employment is terminated due to redundancy will be provided with the following redundancy payments:

Period of Continuous Service	Redundancy
At least 1 year and less than 2 years	4 weeks
At least 2 years and less than 3 years	6 weeks
At least 3 years and less than 4 years	7 weeks
At least 4 years and less than 5 years	8 weeks
At least 5 years and less than 6 years	10 weeks
At least 6 years and less than 7 years	12 weeks
At least 7 years and less than 8 years	14 weeks
At least 8 years and less than 9 years	16 weeks
At least 9 years and less than 10 years	18 weeks
At least 10 years and less than 11 years	20 weeks
At least 11 years and less than 12 years	22 weeks
At least 12 years and less than 13 years	24 weeks
At least 13 years and less than 14 years	26 weeks
At least 14 years or more	Additional week for each extra year of continuous service

- (c) Redundancy payment will not be payable in the case of the following:
- (i) the Employee is a casual or fixed term Employee;
 - (ii) the Employee's employment is terminated for any other reason other than redundancy;
 - (iii) the Employee's period of continuous service is less than one year; or
 - (iv) the Employee is offered acceptable alternative employment.

27 Employee Representatives

- (a) The Company recognises the rights of Employees to elect an Employee Representative for the purposes of this Agreement. An elected Employee Representative must provide written notification to their relevant functional manager, to be recognised by the Company as an Employee Representative.
- (b) Employee Representatives are first and foremost Employees of the Company, and as such are required to discharge all of their obligations as Employees.

- (c) An Employee Representative must obtain permission from their supervisor or manager if they wish to leave their normal duties. This permission should be sought as soon as the Employee Representative becomes aware of an issue requiring their attention and not interfere with business needs. The Employee Representative will advise their supervisor or manager of the expected duration of their involvement. The manager may refuse to authorise the Employee Representative's departure from the work area until such time as either the work has been completed or a replacement Employee can be placed on the job. Both parties are committed to communication and consultation in the workplace and recognise that the needs of the business are paramount.
- (d) The Employee Representative will have reasonable access to a computer for word processing purposes, a photocopier and a private meeting room, if available.
- (e) The Employee Representative will have access to a noticeboard for the purpose of posting notices and announcements relating to activities of the Union, provided that such notices are relevant to the site or the Union. The Company reserves the right to remove any notice, which in its reasonable opinion is offensive or misleading.
- (f) The Company will as part of Employee inductions make opportunity for new Employees to be introduced to their Employee Representative/s.
- (g) Where the Company is involved in any industrial proceedings before the Fair Work Commission that directly affects the workplace, an Employee Representative may be permitted to attend such proceedings if directly involved in the matter or required to give evidence. An Employee Representative required to give evidence at a proceeding which occurs during their Rostered Hours may do so without loss of pay.
- (h) Up to five days' dispute resolution training or delegate training leave will be granted to eligible Employee Representatives in accordance with subclause (i), to attend courses which are designed to enhance the operation of the dispute resolution procedure. An Employee Representative may request to share their allocated training days with another Employee Representative within their local workplace, on the basis that the total number of days does not exceed the prescribed limit for all Employee Representatives at that respective workplace.
- (i) A reasonable number of eligible Employee Representatives is considered as:

Number of Employees employed by the Company at a workplace	Maximum number of eligible Employee Representatives per financial year
5 – 15	1
16 – 30	2
31 – 50	3
51 – 90	4
More than 90	5
- (j) Payment for attending dispute resolution training leave will be at the Employee's Wage Rate for the Rostered Hours the Employee would have worked.
- (k) As part of the Company's flexibility and inclusion programs, a reasonable level of support will be provided to female employees to access paid leave to attend seminars or programs which are designed to promote female participation. Requests for such support will be provided in writing and will be assessed on a case by case basis.
- (l) An eligible Employee Representative must give the Company four weeks' written notice of their intention to attend dispute resolution or delegate training along with written evidence detailing the content and duration of the course. A shorter period of notice may be provided if the Company agrees.
- (m) The Company will continue to facilitate payroll deductions for union dues.

28 Individual Flexibility Agreement

- (a) Notwithstanding any other provision of this Agreement, the Company and an individual Employee may mutually agree to vary the effect of certain terms of this Agreement (other than this clause, clause 3 and clause 4.4) to meet the genuine individual needs of the Company and the individual Employee.
- (b) The Company must ensure that any Individual Flexibility Agreement (IFA):
 - (i) is about matters that would be permitted matters if the arrangement was an enterprise agreement; and
 - (ii) does not include a term that would be an unlawful term if the agreement was an enterprise agreement.
- (c) The Company must ensure that the IFA results in the Employee being better off overall than if the IFA had not been agreed. The IFA must genuinely be agreed to by the Company and the Employee.
- (d) The Company must ensure that the IFA is in writing:
 - (i) includes details of the terms to be varied under the arrangement;
 - (ii) 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;
 - (iii) states the day on which the arrangement commences; and
 - (iv) is signed by the Employee and the Company or if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee.
- (e) The Company will ensure that a copy of the IFA is given to the Employee within fourteen days of the arrangement being agreed.
- (f) The Company must ensure that the IFA allows the Company or the Employee to terminate the IFA:
 - (i) by giving 28 days' written notice to the other party to the agreement; or
 - (ii) at any time, if both the Company and Employee agree in writing.

29 Labour Hire Provisions

- (a) The Company seeks to utilise labour hire employees to supplement its permanent workforce in situations such as peak work periods, short-term or time specific projects, including shutdowns, or where specialist skills not otherwise available in the permanent workforce are necessary.
- (b) Subject to its operational requirements, the Company after three months of engaging a labour hire employee continuously, may offer the person the opportunity to become employed as a causal of the Company. The person will be required to complete the normal recruitment processes of an Employee of the Company should he or she be offered an employment opportunity.

Appendix 1 – Ordinary Hourly Rates

Tradesperson

Classification Level	From 3 September 2018	From First Full Pay of September 2019	From First Full Pay of September 2020
6S	\$34.72	\$35.85	\$37.02
6	\$36.26	\$37.43	\$38.65
7	\$37.96	\$39.19	\$40.46
7A	\$39.67	\$40.96	\$42.29
8	\$41.37	\$42.71	\$44.10

Tradesperson – Coal Mine Rate

Classification Level	From 3 September 2018	From First Full Pay of September 2019	From First Full Pay of September 2020
6S	\$43.40	\$44.81	\$46.26
6	\$45.59	\$47.07	\$48.60
7	\$46.26	\$47.77	\$49.32
7A	\$47.07	\$48.60	\$50.18
8	\$47.69	\$49.24	\$50.84

Serviceperson / Trades Assistant

Classification Level	From 3 September 2018	From First Full Pay of September 2019	From First Full Pay of September 2020
1	\$25.27	\$26.09	\$26.94
2	\$26.81	\$27.68	\$28.58
3	\$28.32	\$29.24	\$30.19
4	\$29.94	\$30.91	\$31.91
4A	\$30.44	\$31.43	\$32.45
5	\$32.40	\$33.46	\$34.54
5A	\$33.54	\$34.63	\$35.75
Coal Mine Rate	\$39.21	\$40.48	\$41.80

Partsperson

Classification Level	From 3 September 2018	From First Full Pay of September 2019	From First Full Pay of September 2020
3S	\$26.65	\$27.52	\$28.41
3	\$28.32	\$29.24	\$30.19
4	\$29.94	\$30.91	\$31.91
5	\$31.17	\$32.19	\$33.23
6	\$32.40	\$33.46	\$34.54
6A	\$33.33	\$34.41	\$35.53
7	\$35.64	\$36.80	\$37.99

Clerk

Classification Level	From 3 September 2018	From First Full Pay of September 2019	From First Full Pay of September 2020
1	\$26.94	\$27.82	\$28.72
2	\$28.04	\$28.95	\$29.89
3	\$29.96	\$30.93	\$31.94
4	\$31.13	\$32.14	\$33.19

Appendix 2 – Business Centres

The following are Business Centres for the purpose of this Agreement:

Business Centre Location	Business Centre Address
Brisbane	Kerry Rd, Archerfield, QLD
	1123 Beaudesert Rd, Acacia Ridge, QLD
Toowoomba	15-17 Carrington Rd, Toowoomba, QLD
Gold Coast	25 Township Drive, West Burleigh, QLD
North Coast	22 Lear Jet Drive, Caboolture, QLD
Rockhampton	150 Port Curtis Rd, Rockhampton, QLD
Gladstone	6 Blain Drive, Gladstone, QLD
Emerald	Macauley Access Rd, Emerald, QLD
Mackay	40-41 Caterpillar Drive, Paget, QLD
	111 Connors Rd, Paget, QLD
	14 Commercial Ave, Paget, QLD
	33 Michelmore St, Paget, QLD
Townsville	467-481 Woolcock St, Garbutt, QLD
Cairns	101 Kenny St, Cairns, QLD
Mt Isa	5 Colongo Cres, Mt Isa, QLD
Darwin	25 Wishart Rd, Tivendale, NT
Alice Springs	13-15 Brown St, Alice Springs, NT
Gove	Industrial Area, Gove, NT

The Company may, at its discretion and where necessary due to business need, add or remove Business Centre premises from this list.

Signatories

Signed for and on behalf of Hastings Deering (Australia) Limited:


Signature

17/09/2018
Date

Dean Mehmet
Managing Director
98 Kerry Road
Archerfield QLD 4108

In the presence of:


Signature

17/9/2018
Date

Peter Rigby
Manager – Human Resources
98 Kerry Road
Archerfield QLD 4108

Signed for and on behalf of “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU):


Signature

19/9/18
Date

Rohan Webb
State Secretary – QLD/NT
366 Upper Roma Street
Brisbane QLD 4000

In the presence of:


Signature

19/9/18
Date

Elizabeth Barlow
Name

366 Upper Roma Street, Brisbane Qld 4000
Address

1 March 2019

Deputy President Masson
Fair Work Commission
Level 4, 11 Exhibition Street
Melbourne Victoria 3000

Dear Deputy President Masson,

AG 2018/5265 – Hastings Deering (Australia) Limited Enterprise Agreement 2018

Under section 190 of the *Fair Work Act 2009* (Cth), Hastings Deering (Australia) Limited (the **Company**) provides the following undertakings with respect to the application for approval of an enterprise agreement known as the *Hastings Deering (Australia) Limited Enterprise Agreement 2018* (the **Agreement**):

1. All employees covered by the Agreement who meet the definition of a 'shiftworker' in clause 41.3 of the *Manufacturing and Associated Industries and Occupations Award 2010*, will receive 5 weeks annual leave accruing progressively during a year of service.
2. The Company will apply clause 14.1(a) of the Agreement consistent with the National Employment Standards. In particular, each employee will be entitled to at least the amount of leave that the employee is entitled to under the National Employment Standards.
3. The Company will apply clauses 15.1(a) and 15.2(a) of the Agreement consistent with the National Employment Standards. In particular, each employee will be entitled to at least the amount of leave that the employee is entitled to under the National Employment Standards.
4. The Company will apply the exception to redundancy pay in clause 26.6(c)(iv) of the Agreement subject to and in accordance with section 120 or section 122 of the *Fair Work Act 2009* (Cth), as applicable.
5. The Company will not apply clause 25.4 of the Agreement to deem an employee to have terminated their employment without notice.
6. The Company will pay travel and accommodation allowances for apprentices consistent with the *Manufacturing and Associated Industries and Occupations Award 2010*, *Vehicle Manufacturing, Repair, Services and Retail Award 2010* or *Clerks–Private Sector Award 2010*, as applicable.

7. The Company will exercise a discretion, acting reasonably, to apply clause 24(f) of the Agreement, taking into account the personal circumstances of each employee and whether their failure to catch any flight was due to matters beyond their reasonable control.
8. All employees covered by the Agreement will receive payment for a minimum of three hours' work per shift for part-time employees, or per engagement for casual employees, at the appropriate rate.
9. The annualised salary in clause 9.4 of the Agreement does not include payment for un-rostered overtime worked outside the Continuous Roster. The Company will pay employees for un-rostered overtime in accordance with clause 10.1 of the Agreement.
10. Casual employees, when working overtime, will receive overtime penalties in accordance with clause 10.1 of the Agreement, in addition to (but not cumulative upon) the casual loading payable on the Ordinary Hourly Rate under clause 5.3(e) of the Agreement.

Yours faithfully,



Peter Rigby
Manager - Human Resources
Hastings Deering (Australia) Limited

A person duly authorised to give this undertaking on behalf of the employer.