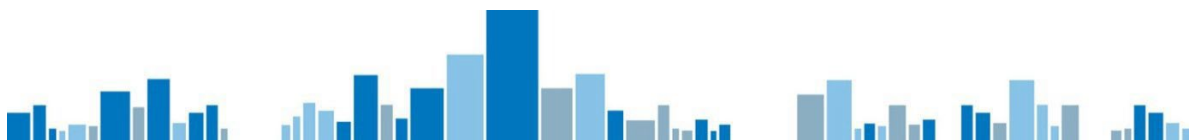


# KONE NBS & TRB Employees

## Northern Region

### Enterprise Agreement 2024



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## Part A – General Conditions

### 1. Title

- a) This Agreement shall be referred to as the KONE NBS and TRB Employees Northern Region Enterprise Agreement 2024.

### 2. Interpretations

- a) Agreement means the KONE NBS and TRB Employees Northern Region Enterprise Agreement 2024.
- b) All Purpose Rate means the payment will be included in the rate of pay of an employee, who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave.
- c) The base rate of pay means the rate of pay payable to the employee for his or her ordinary hours of work, but not including loadings, monetary allowances, overtime or penalty rates, any other separately identifiable amounts. All purpose allowances are included in the base rate.
- d) Casual Employee means an Employee engaged on a casual basis and is defined in clause 51. A Casual Employee, for working ordinary time, must be paid an hourly rate as per Clause 48 for the work being performed plus a casual loading of 25%.
- e) Construction - for purposes of this Agreement is defined as work of
  - i. construction,
  - ii. fabrication,
  - iii. erection and/or
  - iv. installation work or
  - v. work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the lifts, escalators and moving walkways. Also referred to locally as NBS.
- f) Employee(s) means an Employee of KONE Elevators Pty Ltd covered by this Agreement.
- g) Employer means KONE Elevators Pty Ltd.
- h) Family – For the purpose of Personal/Carer’s Leave, Family and Domestic Violence Leave and Compassionate Leave ‘employees’ immediate family’ or ‘employees’ household’ is defined as per below. For the purposes of this clause 2 f) only, where there is an inconsistency between the Agreement and the NES, the NES provision will apply where there is a greater benefit to the employee.
  - i. a Spouse (including a former Spouse)
  - ii. a current or former De Facto Partner (including same sex Partner)in the below relationships either with the Employee or the Employee’s spouse or De Facto Partner:
  - iii. Child, or adopted child
  - iv. Parent
  - v. Grandparent
  - vi. Grandchild
  - vii. Sibling or
  - viii. A person related to the Employee according to Aboriginal or Torres Strait Islander

kinship rules.

- i) Family and domestic violence means violent, threatening or other abusive behaviour by a family member, close relative, current or former intimate partner or member of the household of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- j) Group Training Employee means an employee of a Group Training Organisation (GTO) which employs apprentices and trainees under an Apprenticeship / Traineeship Training Contract and places them KONE, as a host employer.
- k) KONE means The Employer, KONE Elevators Pty Ltd.
- l) KONE Northern Region means for the purpose of coverage (clause 3), KONE Northern Region is defined as KONE Employees covered by this Agreement who work within the Northern region which is Queensland and Northern Territory and are employed under the Northern Region Branch.
- m) Labour Hire Provider means a business primarily in the business of supplying labour, that has an arrangement in place with one or more individuals to supply the individuals to perform work in and part of KONE's business and is obliged to pay the individual for the work performed for KONE.
- n) MODS – see TRB/Modernisation.
- o) NBS – see Construction.
- p) NES means National Employment Standards.
- q) Parties means those bound by this Agreement – See Clause 4.
- r) RCC – Regional Consultative Committee
- s) RDO means Rostered Day Off.
- t) Registered Health Professional means an individual who:
  - i. is registered under the National Law to practise a health profession, other than as a student, or
  - ii. holds a non-practising registration in a health profession under the National Law.
- u) Subcontractor means an independent contractor who is engaged under a 'contract for services' or a commercial contract where the contractual arrangement is entered into between the principal and the independent contractor.
- v) TRB/Modernisation for purposes of this Agreement is defined as work of
  - i. construction,
  - ii. fabrication,
  - iii. erection,
  - iv. modification and/or installation work or work incidental thereto when it is carried out at an existing site which is established for the purpose of constructing, fabricating, erecting, modernising/or installing the lifts, escalators and moving walkways. Also known locally as MODS.

### 3. Coverage

- a) The KONE Employees covered by this Agreement work within the KONE Northern Region in Construction/Installation (NBS) and/or Modernisation/TRB and are not engaged in Service work (SEB).

### 3.1. Employee Classifications

- a) **Apprentice** means a KONE employee who is under 21 years of age at the time of entering an apprenticeship or traineeship with KONE and a Registered Training Organisation.
- b) **Adult Apprentice** means a KONE employee who is 21 years of age or older at the time of entering an apprenticeship or traineeship with KONE and a Registered Training Organisation.
- c) **Electrical Mechanic** means a tradesperson engaged on electrical installation repair and maintenance work.
- d) **Electrician Special Class** means an Electrical Mechanic who is mainly engaged on complex or intricate circuitry or both, the performance of which work requires the use of additional knowledge as defined below:
  - i. For the purpose of this definition additional knowledge means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:
    - 1. having had not less than 2 years on-the-job experience as a tradesperson working mainly on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; or
    - 2. having by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means, including on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising of interconnected circuits; or
    - 3. having performed work away from a workshop in the Lift Industry in connection with the installation, major modernisation, servicing repairing and/or maintenance of lifts and escalators for a period of not less than 2 years shall be classified as Electrician- Special Class.
- e) **Fitter** means a person who has trade qualifications in a relevant area but has less than 2 years' experience working as a tradesperson in the lift industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.
- f) **Fitter - Special Class** means a Fitter who has performed work away from a workshop in the Lift Industry in connection with the installation, major modernisation, servicing repairing and/or maintenance of lifts and escalators for a period of not less than 2 years.
- g) **Leading Hand** means an Employee who is given by KONE the responsibility of directing and/or supervising the work of other persons.
- h) **Trades Assistant** means a person who has not obtained a trade qualification and who is not an Apprentice working on the installation, modernisation, repair and/or maintenance of lifts and escalators, assisting a Tradesperson.
- i) **Tuner** means a qualified electrician who undertakes works outlined in the following gradings as a regular part of their works on new equipment (lifts, escalators, moving walkways) and modernised lifts.

NBS Grade 1 is an Electrician who as a regular part of their work carries out technical support, fault finding, tuning, set-up, and full testing (including DT6 measurements) of new and existing lifts across the entire range of the KONE products, including KONE Destination control, KONE Access, E-Link. They have an in-depth knowledge of the regulatory requirements and safety standards required to place the lifts and escalators into service. They carry out setup of KONE Destination control, KONE Access.

NBS Grade 2 They can carry out testing under supervision from Senior TSG, Grade 1 Tuners or KONE authorised testing personnel. They demonstrate high level of fault finding and resolution abilities and third-party screens. This person has a high level of knowledge of KONE products to ensure a high standard of quality handover with minimal installation defects. They have knowledge of the regulatory requirements and safety standards.

NBS Grade 3 is an Electrician who as a regular part of their work carries out slow and high speed commissioning, the correct settings of all running clearances, distances, and fine tuning of KONE products.

NOTE: NBS special class electricians, will as part of their normal duties, complete electrical test prior to applying power to KONE equipment, rotate hoist motor where required prior to roping.

MODS Grade 1 is an Electrician who as a regular part of their work carries out technical support, fault finding, tuning, set-up and full testing of new and existing lifts across the entire range of the KONE products, including KONE Destination control, KONE Access, E-Link and third party screens. They can be considered as a subject matter expert in these areas.

MODS Grade 2 is an Electrician who as a regular part of their work performs KONE testing for installation or modernisation of lifts or escalators. They have an in depth knowledge of the regulatory requirements and safety standards required to place the lifts and escalators into service. They carry out installation and setup of KONE Destination control, KONE Access and Modernisation overlays.

MODS Grade 3 is an Electrician who carries out the final tuning, setup and assists tester in full testing of new lifts or modernised lifts across the volume or major project KONE product range. This person has a high level of tuning knowledge to ensure a quality handover with minimal defects and is considered senior in this role.

Eligibility for the TUNER (both NBS/ MODS) gradings will be granted upon successful completion of Competency Assessments that will be undertaken twice yearly at the request of the employees by KONE field trainers or other suitably qualified personnel. KONE may provide pathways and development opportunities to assist employees to move from one level to another, however, the Tuner Grade 1 level in Modernisation and NBS will be limited to the number of positions available.

- j) **Senior TSG** means an Electrician who as a regular part of their work carries out technical services and fault finding, tuning, set up and full testing of new and existing equipment across the entire range of KONE products and has strong knowledge of third-party products. Considered to be subject matter expert in emerging technologies such as Kone destination, modernisation overlay, E-link, HLI, PLC's. This person has a very high-level understanding of complex fault finding of Kone equipment and can be considered go to person on technical



issues.

#### 4. Parties Bound

The Parties to this Agreement are:

- a) KONE Elevators Pty Ltd.
- b) All hourly-paid Employees engaged in Queensland and the Northern Territory by KONE and working within the New Building Solutions (NBS) or Tendered Repairs Business including Modernisation (TRB) in the installation/repair of
  - i. Elevators;
  - ii. moving walkways;
  - iii. escalators; and
  - iv. similar people moving devices.
- c) The following unions if the Fair Work Commission notes in its decision to approve this agreement that it covers these Unions:
  - i. Automotive, Food Metals, Engineering, Printing and Kindred Industries Union (AMWU).
  - ii. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Trades Union Division – Queensland Branch (ETU).

#### 5. Commencement and nominal expiry dates

- a) This Agreement will commence operation 7 days after its approval by the Fair Work Commission.
- b) This Agreement shall nominally expire on 28<sup>th</sup> February 2027.
- c) The parties will begin discussions on a new Enterprise Agreement six (6) months prior to the nominal expiry of the existing Agreement.

#### 6. Operation of Agreement

This Agreement operates to the exclusion of any Enterprise Agreement, Transitional Instrument or unregistered agreement that could otherwise apply.

#### 7. Relationship to KONE Policies

- a) KONE policies referred to in this Agreement will apply and take effect immediately. Any variation to these policies will have the same application to this Agreement. KONE policy and guidelines do not form part of this Agreement but should be read in conjunction with it.
- b) KONE is to provide reasonable access to KONE policies, and the Employees are required to be aware of and work according to KONE policies.
- c) If there is any inconsistency between a KONE Policy and the terms of this Agreement, the terms of this Agreement prevail.

## 8. No Extra Claims

It is a term of this Agreement that the parties will not under any circumstances pursue any extra claims, for the life of this Agreement. This does not prevent KONE from introducing new technology and/or methods etc.

## 9. Individual flexibility

- a) KONE and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - i. the Agreement deals with 1 or more of the following matters:
    - 1. arrangements about when work is performed;
    - 2. Parental Leave (for example, KONE and the Employee may agree that the maximum period of unpaid Parental Leave be increased).
  - ii. the arrangement meets the genuine needs of KONE and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - iii. the arrangement is genuinely agreed to by KONE and Employee.
- b) KONE must ensure that the terms of the individual flexibility arrangement:
  - i. are about permitted matters under section 172 of the Fair Work Act 2009; and
  - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c) KONE must ensure that the individual flexibility arrangement:
  - i. is in writing; and
  - ii. includes the name of KONE and Employee; and
  - iii. is signed by KONE and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - iv. includes details of:
    - 1. the terms of the Agreement that will be varied by the arrangement; and
    - 2. how the arrangement will vary the effect of the terms; and
    - 3. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - v. states the day on which the arrangement commences.
- d) KONE must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) KONE or the Employee may terminate the individual flexibility arrangement:
  - i. by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii. if KONE and the Employee agree in writing - at any time.

## 10. Regional Consultative Committee

- a) The parties agree to form a Regional Consultative Committee to facilitate the consultative process. KONE and the Employees are committed to working in an information sharing, co-operative and consultative manner. Accordingly, they will maintain consultative

mechanisms to deal with matters arising out of the working relationship that are likely to have a significant effect on Employees.

- b) The purpose of this Regional Consultative Committee is to consult regarding the engagement of sub-contractors which will have a major impact on the composition of the workforce, and to otherwise inform, discuss issues, gather ideas and feedback before implementing change. When the Employees or KONE request a meeting, this request will not be unreasonably withheld.
- c) If Employees request a meeting between Employees and the Union, any meeting between Employees and the Union is to be mutually agreed between KONE and the relevant Union. This request must be provided for in writing no less than 1 week before the meeting is to take place and is not to be unreasonably withheld.
- d) The Regional Consultative Committee will determine the number of meetings to be held each year, indicatively meetings will be held monthly for the life of the agreement.

## 11. Consultation Process

The parties are committed to working co-operatively and constructively together.

- a) This clause applies if:
  - i. KONE 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. KONE proposes to introduce a change to the regular roster or ordinary hours of work of Employee.

### 11.1. Major Change

- a) For a major change referred to at 11. a) i:
  - i. KONE must notify the relevant Employees of the decision to introduce the major change; and
  - ii. subclauses 11.1.b) to 11.1.h) inclusive apply.
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- c) If:
  - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - ii. the Employee or Employees advise KONE of the identity of the representative, KONE must recognise the representative.
- d) As soon as practicable after making its decision, KONE must:
  - i. discuss with the relevant Employees:
    1. the introduction of the change; and
    2. the effect the change is likely to have on the Employees; and
    3. measures KONE is taking to avert or mitigate the adverse effect of the change on the Employees; and

- ii. for the purposes of the discussion — provide, in writing, to the relevant Employees:
  - 1. all relevant information about the change including the nature of the change proposed; and
  - 2. information about the expected effects of the change on the Employees; and
  - 3. any other matters likely to affect the Employees.
- e) However, KONE is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f) KONE must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- g) If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of KONE, the requirements set out in subclauses 11.1 a) i, 11.1 b) and 11.1 d) are taken not to apply.
- h) In this clause, 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 KONE'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.

#### 11.2. Change to regular roster or ordinary hours of work

- a) For a change referred to at 11 a) ii:
  - i. KONE must notify the relevant Employees of the proposed change, and
  - ii. subclauses 11.2 b) to 11.2 f) inclusive apply.
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
  - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - ii. the Employee or Employees advise KONE of the identity of the representative; KONE must recognise the representative.
- d) As soon as practicable after proposing to introduce the change, KONE must:
  - i. discuss with the relevant Employees the introduction of the change; and
  - ii. for the purposes of the discussion — provide to the relevant Employees:
    - 1. all relevant information about the change including the nature of the change; and
    - 2. information about what KONE reasonably believes will be the effects of the change on the Employees; and
    - 3. information about any other matters that KONE reasonably believes are likely to affect the Employees, and

- iii. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- e) However, KONE is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f) KONE must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- g) In this clause, relevant Employees means the Employees who may be affected by a change referred to at 11 a) i and 11 a) ii.

## 12. Dispute Settlement Procedure

- a) If a dispute relates to:
  - i. a matter arising under the Agreement; or
  - ii. the National Employment Standards;this clause sets out procedures to settle the dispute.
- b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Employer Representatives.
- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- e) The Fair Work Commission may deal with the dispute in 2 stages:
  - i. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - ii. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 1. arbitrate the dispute; and
    - 2. make a determination that is binding on the parties.
- f) If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act (as amended from time to time).
- g) Any decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- h) While the parties are trying to resolve the dispute using the procedures in this clause:
  - i. an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - ii. an Employee must comply with a direction given by KONE to perform other available work at the same workplace, or at another workplace, unless:
    - 1. the work is not safe; or

2. applicable Workplace Health And Safety Legislation would not permit the work to be performed; or
  3. the work is not appropriate for the Employee to perform; or
  4. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- i) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term

## Part B Working at KONE

### 13. Timesheets

- a) Employees are required to record their daily attendance. The compilation and submission of timesheets may be introduced/changed after consultation to comply with the Fair Work Act 2009 (as amended from time to time).
- b) Employees are required to use the technology that is provided by KONE in relation to timesheet completion. The fraudulent completion of a timesheet is serious misconduct and may result in termination of employment.
- c) If a timesheet is not accurately completed, then the payment for the Employee's standard weekly hours (36) (72 hours per fortnight) will be made to the Employee in that pay period. No overtime or allowances will be paid until such time as an accurate timesheet is submitted. The employee will be paid in full for the affected period as soon as reasonably practical.
- d) Any change to the pay period will be phased in to spread the impact over several pay periods.
- e) If electronic time sheeting is implemented in the future, in the case of a timesheet not being submitted in time and/or a systems fault, the ordinary hours of pay for the affected Employee for that week will be paid as a minimum. In the event that an electronic time sheeting is implemented, in the case of a late timesheet or a system fault, KONE will ensure that all employees are paid in full for any overtime performed in an affected period as soon as reasonably practicable.

### 14. Employee Duties

- a) An Employee shall perform such work as may be reasonably required by KONE from time to time during both ordinary hours and overtime, provided that such work is consistent with the classification in which they are usually employed.
- b) KONE may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training which is in addition to typical day-to-day duties provided that such duties are not designed to promote de-skilling.
- c) Any direction issued by KONE shall be consistent with KONE's responsibilities to provide a safe and healthy working environment.

### 15. KONE Values

The objectives of the parties to this Agreement are focused on ensuring KONE's success through the application of the KONE Values and KONE Way:

- Care - We show our compassion in our daily work and in how we take care of cities and the environment. Building and nurturing a diverse and inclusive culture connects us to the customers and communities we serve. We care about the far-reaching impacts of our

actions on society and future generations.

- Customer - We are committed to our customers' success. Our customers are at the center of everything we do. Curiosity drives us to learn both what our customers and end users' value. We aim for customer success in everything we do.
- Collaboration - We collaborate as one team. We share common goals as one team. Through collaboration, we learn more, work more efficiently and gain a broader view of the issues we seek to solve for our customers. Co-creation inspires us to grow.
- Courage - We perform with courage. We are ready to take on new challenges every day. Our ambition drives us to reach our goals and to continuously improve. We always think ahead. We have the courage to lead the industry forward.

All Employees are expected to understand, embrace, and put into practice KONE Values. KONE Values and their descriptions may change during the duration of this Agreement. KONE will communicate any such changes directly to the Employees.

## 16. Workplace Health & Safety (WH&S)

- a) The parties agree that a safe and secure workplace is important, and they will comply with the workplace health and safety laws. Employees will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by them while at work causes harm to any other person. Employees will ensure safety procedures are followed at all times.
- b) Employees are to use the safety and protective equipment, or clothing provided. Employees must ensure they know KONE's health and safety rules and procedures. Employees will not misuse any equipment, plant or process that is provided to ensure workplace health and safety.
- c) If any Employee does not comply with the rules and procedures, disciplinary action may be taken.
- d) Employees will report to KONE, as soon as possible, any accidents, incidents or hazards arising during the course of their employment. If any Employee has any concerns in relation to their safety or the safety of others in the workplace, they are to report those concerns to the Safety Officer or appropriate Employer Representative who will take all practicable steps to provide and maintain a safe work environment.
- e) Employees are required to use the technology provided by KONE to comply with safety requirements and access relevant data and procedures which are essential to the performance of their duties in a safe manner.

## 17. Job Security

- a) KONE is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of KONE. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.



- b) KONE will take all measures to achieve employment security for permanent Employees of KONE covered by this Agreement. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the Employees.
- c) The use of sham sub-contracting arrangements is a breach of this Agreement.
- d) Where an employee of a Labour Hire Provider or an Employee of a sub-contractor subsequently commences employment with KONE which is continuous, the time worked for the contractor or labour hire firm shall count as time served with KONE for the purposes of the probationary period for the Employee (but not any other purpose).
- e) Where KONE engages an employee through the services of a Labour Hire Provider, or uses employees that are a Group Training Employee, the conditions of these workers will be no less favourable than the conditions of Employees who perform the same work under the Agreement at KONE.
- f) If Kone engages sub-contractors to do work that would otherwise be performed by Kone employees under this agreement, Kone will ensure their wages, penalties and allowances will be no less than the wages, penalties, and allowances (but not including Income Protection Insurance ((clause 36.6)) and Redundancy ((clause 46)) that would be payable to a KONE employee under this agreement for that period of work.
- g) No Employee shall be made redundant during periods in which sub-contractors or employees of a Labour Hire Provider (Labour Hire Employees) are being engaged to perform work that could instead be performed by the Employee.
- h) Where KONE is engaging sub-contractors and/or Labour Hire Employees to perform work of that could be performed by Employees under this Agreement, KONE shall on a monthly basis inform employees at the RCC of the sub-contractors and/or Labour Hire Employees being utilised or who will be engaged during the following months:  
  
Information shared will include:
  - a. Name of contractor or Labour Hire Provider.
  - b. Length of engagement.
  - c. Nature and location of work performed.
  - d. The number of persons and qualifications of the proposed contractor(s) / persons the labour hire company may engage to perform the work.
- i) During each RCC employees will provide timely feedback on project delivery to support continuous improvement. Feedback from employees will include information on safety, quality and sustainability, site readiness, progress on site, testing progress, and any other feedback that would allow KONE to be LEAN on site.
- j) If Employees or the Unions raise any concerns about a sub-contractor or a Labour Hire Provider during the term of this Agreement, KONE and the RCC shall confer with the objective of resolving these concerns, including reviewing the engagement of a specific Labour Hire or a specific Sub-Contractor.
- k) KONE will commit to reviewing through the RCC on a monthly basis its use of Sub-

contractors / labour hire on the basis that fulltime direct and ongoing employment is the guiding principle of this Agreement.

## 18. Boundary/Limits to work tasks

It is agreed that the Employee shall perform the duties required of them provided they are within their skills, competence and training and that they are given adequate supervision and a safe working environment.

## 19. Global Position Technology (GPS)

- a) It is a requirement that KONE Employees use mobile electronic devices as directed in the course of their employment.
- b) The Global Positioning System (GPS) capabilities of these devices
  - i. may be utilised for the purpose of improving Employee health and safety;
  - ii. may be used to enhance customer service and efficiency;
  - iii. shall not be used for unreasonable intrusive monitoring of Employees;
  - iv. shall not be proactively used, in the absence of other material justifying an investigation, for the purpose of performance management of Employees; and
  - v. will be turned off during approved unpaid breaks; approved absences and outside of working hours.
- c) KONE undertakes that where any devices are equipped with GPS that is capable of transmitting geographical location data to KONE, KONE will ensure that the device is issued to the user in accordance with all local laws that regulate such devices, including but not limited to:
  - i. notifying the user that the device contains GPS that is capable of transmitting geographical location data; and
  - ii. ensuring that a notice appears on the device to the effect that the device is equipped with GPS that is capable of transmitting geographical location data to KONE.

## 20. Personal Protective Equipment (PPE) and dress code

- a) KONE shall provide each Employee with a KONE uniform set (and when necessary with appropriate wet weather garments) and these items shall be replaced on a reasonable wear and tear basis.
- b) When at work, the Employee must maintain a reasonable standard of appearance and dress which includes, but is not limited to, the KONE uniform, which must be reasonably clean, neat and in good repair.
- c) Reimbursement up to \$450.00 (inclusive of GST) per Employee per year is available to Employees with vision impairment for the purpose of obtaining prescription safety glasses.

## 21. Training

- a) The parties are committed to:
  - i. developing a safe, highly skilled and flexible workforce,
  - ii. providing Employees with career opportunities through appropriate training to acquire additional skills within classification, and
  - iii. removing any barriers to the utilisation of skills within classification.
- b) KONE and the Employees will make effective use of both “off the job” and “on the job” training opportunities and every Employee has a role in training and supporting others.
- c) KONE is committed to providing Employees with training including but not limited to:
  - i. CPR (Cardio Pulmonary Resuscitation);
  - ii. High risk work licence (at the discretion of KONE subject to operational need);
  - iii. low voltage rescue;
  - iv. Riggers Licence (at the discretion of KONE subject to operational need);
  - v. working at heights; and
  - vi. frustration point training.Employees are expected to attend this training during normal hours when requested by KONE.
- d) Employees travelling interstate or regionally for company training will be paid at the normal time rate.

## 22. Apprentices

- a) KONE will, subject to operational and business requirements, employ apprentices, whether directly employed and/or via the use of an appropriate agency capable of supplying apprentices.
- b) Upon expiry of the contract of training (completion of apprenticeship) the apprentice may apply in writing to KONE if they wish to be employed. Continuing employment beyond the apprenticeship term will be at the sole discretion of KONE.
- c) The termination of the apprentice's employment at the expiry of their contract of training (completion of apprenticeship) would not entitle the apprentice to claim a redundancy payment.
- d) Apprentices will be trained in Construction, TRB and Servicing works and KONE will, where practical, provide the full range of experience to allow the apprentice to successfully complete their training contract.
- e) No apprentice under the age of 18 years shall be required to work overtime or shift work unless they so desire.
- f) Apprentices attending technical colleges or schools shall be reimbursed all fees and reasonable expenses associated with their training paid by them.

- g) An apprentice, in meeting the requirements to attain an Electrical Worker's Licence, may be required to undertake electrical work as directed by KONE which may include electrical work outside of KONE's scope.

### 23. Workplace Health & Safety (WH&S) Representatives

- a) A Workplace Health and Safety (WH&S) Representative means an Employee who has been democratically elected by fellow Employees and who represents Employees at KONE's place of work (in addition to their normal duties) for the purpose of discussing and providing recommendations in relation to "safety" in the workplace.
- b) The role of the WH&S Representative is acknowledged as being a critical imperative in the success of KONE's organisation. The WH&S Representative will encourage the solving of problems, wherever possible, at their source. In this regard, WH&S Representatives are committed to, and will encourage adherence of Employees, to the requirements of the KONE Safety Management System and relevant legislation.
- c) WH&S Representatives and Employer Representatives alike are committed to treating each other with respect and courtesy that they would each expect. To that extent KONE is committed to ensuring that WH&S Representatives are not victimized or discriminated against because of their appointment as a WH&S Representative.
- d) An Employee who has been duly elected as an Employee Representative will have the following rights and responsibilities:
  - i. the right to approach or be approached by any Employee of KONE to discuss matters during normal working hours, provided that there is no undue disruption to normal work;
  - ii. the right to consultation with fellow Employees in relation to safety matters to be raised as the Region Safety Committee Meeting or if critical to raise the matter immediately with Employer Representatives.
- e) KONE will provide training to WH&S Representatives and direct the duties of the WH&S Representatives as per the requirements of the Queensland Work Health and Safety Act 2011.

### 24. Employee Representatives

- a) KONE will continue to support appropriate consultative mechanisms, providing there is adherence to this Agreement and provided that the Employee Representatives respect and observe KONE's right to manage and direct its operations in order to achieve its business objectives.
- b) The Employee Representative means an Employee who has been democratically elected by fellow Employees and who represents Employees at KONE's place of work and is in addition to their normal duties.
- c) The role of Employee Representative is acknowledged as being a critical imperative in the success of the KONE organisation, to that extent the rights and responsibilities of Employee

Representatives need to be understood by all parties. The Employee Representative will encourage the solving of problems wherever possible at their source. In this regard, Employee Representatives are committed to, and will encourage adherence of Employees to, the Dispute Settlement Procedure – Clause 12.

- d) Employee Representatives and Employer Representatives alike are committed to treating each other with respect and courtesy that they would each expect. To that extent KONE is committed to ensuring that Employee Representatives do not suffer any adverse action and are not victimized or discriminated against because of their election as an Employee Representative.
- e) An Employee who has been duly elected as an Employee Representative will have the following rights and responsibilities:
  - i. the right to approach or be approached by any Employee of KONE to discuss matters during normal working hours, provided that there is no undue disruption to normal work;
  - ii. the right to consultation with fellow Employees and Employer Representatives in relation to industrial matters as per the Consultation Process – Clause 11
- f) the right to be paid:
  - 1. to represent Employees whom they represent to the union, KONE and /or industry tribunals;
  - 2. to attend accredited industrial and dispute resolution education during normal working hours;
  - 3. to deal with matters pertaining to the employment of Employees they represent during normal working hours.

## 25. Basic Induction

All Employees will receive the “Construction Industry Basic Induction Course” and any updates/renewals as required by the Queensland Construction Industry, as well as LVR and Resuscitation, and the course fee will be paid for by KONE .

## 26. Inclement weather

- a) Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.
- b) The parties are committed to the principle that Employees not affected by inclement weather can continue to be usefully utilised. As such, should a portion of the project be affected by inclement weather, all other Employees not so affected, shall continue working in accordance with this Agreement, regardless of the fact that some Employees may be entitled to cease work due to inclement weather.
- c) The Employees so affected can be transferred to another work location under cover on site or to another site. These steps must be taken in full consultation with the Employee

Representatives, Safety Representatives and Employer Representatives.

- d) No Employee is permitted to leave site/workplace due to inclement weather until after authorisation from KONE Management.

## 27. Compensation

### 27.1. Loss of Tools

- a) Each Employee is required to supply and maintain those tools ordinarily required in the performance of their work. All specialist testing equipment (items requiring calibration, power tools, special purpose tools etc) will be supplied by KONE.
- b) An Employee shall be eligible to be reimbursed by KONE (subject to Clause 27.1 c)) for any loss of tools by fire, or breaking and entering whilst securely stored at KONE's direction, or if tools are lost or stolen whilst being transported by the Employee at KONE's direction.
- c) Each Employee must provide a complete detailed list of personally owned tools to KONE Management with clear photographs. It is the Employee's responsibility to ensure the information is kept up to date at all times. If the Employee has done so KONE will reimburse the Employee (subject to Clause 27.1 b)) the replacement value of the stolen tools, provided:
  - i. only the tools used by the Employee in the course of their employment shall be covered by this clause, and
  - ii. the Employee took all reasonable steps to prevent loss or theft, including not leaving tools unattended and including securing tools in locked facilities provided on site or in a locked vehicle; and
  - iii. the theft is reported promptly to police; and
  - iv. KONE is provided with the police event or report number.
- d) An Employee shall replace or pay for any tools supplied by KONE if lost through negligence.
- e) When an Employee is absent from work because of illness or accident and has advised KONE of the Personal Leave, KONE shall ensure that the Employee's tools are securely stored during their absence.

### 27.2. Loss of Clothing and Other Personal Items

- a) An Employee whose clothes, spectacles and hearing aids have been accidentally damaged by a deleterious substance shall be paid an amount to cover the loss suffered as agreed between the Employee and KONE.
- b) An Employee shall be reimbursed by KONE for any loss of clothing by fire or breaking and entering whilst securely stored at KONE's direction.

### 27.3. Toughened Spectacle Lenses

Where KONE requires an Employee to wear spectacles with toughened lenses KONE will

reimburse the cost of toughening such lenses on production of a valid receipt.

## 28. Probation

New Employees will be subject to a qualifying period for the first 6 months of their employment, for the purpose of determining the Employee's suitability for ongoing employment. During this period, the Employee's work performance will be assessed. At any time during the probationary period, KONE or the Employee can terminate the employment by giving 7 days' notice.

## Part C Working Arrangements

### 29. Hours of work

- a) The Employee is required to work an average of 36 ordinary hours per week within the spread of hours, and, when required, reasonable additional hours. Where applicable an RDO roster will be provided in advance. An Employee may accrue a maximum of 5 RDO's. A maximum of 10 days may be accrued upon written approval by KONE.
- b) The 36 hour week will be worked in accordance with the following provisions for a 2 week cycle
  - i. Monday to Friday inclusive
  - ii. 9 working days of 8 hours each
  - iii. with 0.8 of an hour (48 minutes) each day worked accruing as an entitlement to take a day off as rostered in each cycle (RDO)
  - iv. each day stands alone for the purposes of calculating overtime.
- c) Circumstances may arise where different methods of implementation of a 36 hour week apply to various work groups, individuals or sections of Employees. In these cases, the work groups, individuals or sections of Employees may have varying start and finishing times as agreed with KONE.
- d) In calculating the number of hours that the Employee has worked per week any authorised paid leave is included.
- e) The ordinary spread of hours of work as defined in this Agreement will be worked any time between 6:00am to 6.00pm Monday to Friday. The Employee is expected to commence work immediately at the start of each shift either on site or another location as directed by KONE.
- f) Ordinary hours of work may be varied by KONE to accommodate the hours of work required for the most efficient and safe operation of the enterprise and the requirements of the customers. Therefore, flexible use of ordinary hours or the introduction of shifts may be utilised. The ordinary spread of hours prescribed may be altered by up to half an hour at either end of the spread provided there is agreement between KONE and the majority of the Employees in the work section or sections involved.
- g) As a general rule, the ETU RDO calendar will be used where possible. Different RDO calendars may be set to meet the specific needs of each section and/or work location. If a change is required to the scheduled RDO calendar, this change may be made where there is agreement between KONE and the majority of the Employees in the work section or sections involved. Individuals who wish to vary their scheduled RDOs may request a change and this may be varied as agreed with KONE. If an Employee is requested to work a scheduled RDO, this will be by mutual agreement between the Employee and KONE.



#### 29.1. Meal Break and Rest Period

- a) Employees shall not work more than 5 hours without an unpaid rest/meal break. Provided that in cases where facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all Employees to take a meal break within 5 hours, an Employee shall not be required to work for more than 6 hours without a meal break.
- b) An Employee who is directed to work through their normal meal break shall be paid double time rates for all work done during the meal break time and thereafter until a meal break is allowed.
- c) It is understood between the parties that the rest break will include a paid 15 minute break to work within the parameters of the 15 minute blocks of the "Guardian" system and a concurrent 5 minute paid break. This provides for 20 minutes paid rest period.

#### 30. Annual Leave

- a) Subject to the matters set out in this Agreement, Annual Leave shall accrue and may be taken in accordance with the National Employment Standards (NES).
- b) Accrual: Full-time Employees will be entitled to 4 weeks' paid annual leave per annum, provided that "shift workers" as defined in the Building and Construction General on-site Award 2020, shall be entitled up to 1 additional week's paid annual leave.
- a) Annual Leave is to be paid at the Employee's rate of pay at the beginning of the period in which they take Annual Leave.
- c) An Employee may take paid Annual Leave provided that:
  - i. KONE has authorised the leave; and
  - ii. the Employee has an accrued leave balance of at least the amount of leave they propose to take.
- d) In deciding whether to authorise Annual Leave , KONE is entitled to take into account the operational requirements of the workplace. For this reason, Employees are advised not to make arrangements prior to receiving approval of their leave.
- e) KONE must not unreasonably:
  - i. refuse to authorise the taking of Annual Leave; or
  - ii. revoke an authorisation.
- f) KONE shall notify the Employee as to whether the annual leave has been approved or not within 2 weeks of the receipt of the application for annual leave. If KONE does not notify the Employee within this period, the approval is deemed to have been granted.

- g) The entitlement for paid Annual Leave does not override Worker's Compensation Legislation concerning the taking or accruing of Annual Leave.
- h) Unused Annual Leave credits will be paid out to the Employee at the time of resignation, retirement or conclusion of an employment contract, using the Employee's Base rate to calculate the payment.

### 31. Annual Leave Loading

17.5% leave loading applies to all Annual Leave taken by an Employee.

### 32. Excessive Annual Leave

Any Annual Leave credits in excess of 8 weeks are called "excess Annual Leave credits". KONE may direct that the Employee take up to 50% of this excess accrued leave. The minimum notice required for such a direction to the Employee being 4 weeks.

### 33. Annual Leave Cash out.

An Employee may cash out annual leave, subject to the following provisions;

- a) that the Employee's remaining accrued entitlement to Annual Leave is not less than 20 days after cashing out.
- b) Each cashing out of a particular amount of Annual Leave must be by a separate agreement in writing with KONE.
- c) The payment for the cashed-out leave must be the same as what the Employee would have been paid if they took the leave.
- d) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- e) Acceptance or rejection of the application is solely at the discretion of KONE.

### 34. KONE/Industry shutdowns/stand downs

- a) Employees are to consider that some of their Annual Leave (or other similar types of leave) may be required to be utilised for KONE and/or industry shutdowns at, but not limited to, Easter and Christmas times, in line with business requirements. If the Employee has insufficient accrued leave, they may be instructed to take leave in lieu or request consideration to continue working during these shut down periods.
- b) An Employee may accrue up to 5 RDO days. A maximum of 10 days may be accrued on written approval from KONE.
- c) KONE may elect to stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:
  - i. Industrial action (other than industrial action organised or engaged in by the employer);
  - ii. a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;
  - iii. a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

In circumstances where work is stopped on a site as detailed in clause 34.c) KONE cannot provide alternative work for any affected Employee, the Employer may elect to stand down that Employee. In such circumstances the Employee may elect to take Annual Leave or any accrued RDO's.

### 35. Parental Leave

Parental Leave including Maternity Leave, Paternity Leave, and Adoption Leave shall be consistent with the Fair Work Act 2009 (as amended from time to time). Notice and Evidentiary requirements within this section of the Act apply).

### 36. Personal/Carer's Leave

#### 36.1. Definition

Personal/Carer's Leave is:

- i. paid leave taken by the Employee because of a personal illness or injury of the Employee ("Sick Leave"); or
- ii. paid or unpaid leave (Carer's Leave") taken by the Employee to provide care or support to a member of the Employee's immediate family or household, who requires care and support because of:
  1. a personal illness or injury; or
  2. an unexpected emergency.

#### 36.2. Accrual of Paid Personal/Carer's Leave

Personal/Carer's Leave shall accrue and may be taken in accordance with the National Employment Standards (NES). An Employee's entitlement to paid Personal/Carer's Leave accrues progressively during a year of service according to the number of ordinary hours worked and accumulates from year to year. Personal/Carer's Leave continues to accrue when an Employee takes a period of paid Personal/Carer's Leave or paid Annual Leave. Personal Carer's Leave will not accrue on unpaid leave unless it is Community Service Leave.

#### 36.3. Payment Rule for Paid Personal/Carer's Leave

For a period of Personal/Carer's Leave the Employee is entitled to the amount the Employee would reasonably have expected to be paid had they worked during that period.

#### 36.4. Unpaid Personal/Carer's Leave

- a) The Employee (including a Casual Employee) who has exhausted their paid Personal/Carer's Leave entitlement is entitled to up to two 2 days unpaid Carer's Leave for each occasion when a member of the Employee's immediate family or household requires their care or support because of a personal illness or injury or an unexpected emergency.
- b) This unpaid leave can be taken in a single unbroken period of up to 2 days, or if KONE and the Employee agree, in separate periods.

### 36.5. Notice and Evidentiary Requirements

- a) The Employee is only entitled to take paid or unpaid Personal/Carer's Leave if the Employee gives KONE notice and evidence of the absence as soon as reasonably practicable. This requirement does not apply if the Employee could not comply because of circumstances beyond the Employee's control.
- b) Any Employee who claims Personal Leave for 2 or more consecutive days must provide a certificate from a registered health professional that states that the Employee was unable to attend work on account of personal illness or injury.  
Where an Employee who has claimed sick leave on any day immediately before or after a Public Holiday or an RDO or where a pattern of single sick days becomes evident KONE may require the Employee to provide a certificate from a registered health professional to support the absence.

### 36.6. Income Protection

Employees covered by this Enterprise Agreement (excluding Casuals) are covered by Income Protection Insurance which replaces the KONE Extended Sick Leave Policy. To clarify, Employees covered by this agreement who are covered by Income Protection Insurance are not eligible to apply for leave under the KONE Extended Sick Leave Policy.

An employee who is receiving payments under this Income Protection Insurance will be paid directly by the Insurer during their period of income protection. The eligibility and payment per week will be determined by the Insurer at its sole and absolute discretion, in accordance with their policy.

(a) Windsor Income Protection (WIP) will be the income protection provider for the life of this agreement.

(b) KONE will contribute 1.68% of each employee's gross weekly payroll towards income protection.

(c) By the 15th of each month, Kone will submit a wage declaration for every employee covered by this agreement to Windsor Income Protection (WIP). The declaration will include the employee's employee number, first name, last name, job category, birth date, commencement date, cease date (if no longer employed), total wages, and total premium paid for the employee.

Whilst an Employee is receiving payments from the Insurer, KONE will treat the employee as though they are on unpaid leave, and as such shall do the following:

- i. Continue to make Income Protection Insurance premium payments (or as directed by the Insurer) for the period.
- ii. Consistent with employees who are on unpaid leave, the period an employee is on income protection is not counted as service. As such, KONE will do the following during a period of income protection:
  - a. Discontinue Redundancy Trust payments for the period.
  - b. Discontinue superannuation contributions for the period.
  - c. Suspend all leave accruals (in accordance with relevant legislation) for the period.

### 37. Compassionate Leave

- a) The Employee (other than a Casual) is entitled to take up to 2 days paid Compassionate Leave per occasion for the purpose of spending time with a person who is a member of the Employee's immediate family or household who:
  - i. contracts or develops a personal illness that poses a serious threat to their life; or
  - ii. sustains a personal injury that poses a serious threat to their life; or
  - iii. after the death of a member of the Employee's immediate family or household.
- b) This leave can be taken in a single unbroken period of 2 days or 2 separate periods of 1 day each, or on any separate periods agreed between KONE and the Employee.

### 38. Ceremony Leave

The Employee may take paid leave for ceremonial purposes deducted from their Annual Leave to attend ceremonies for direct family members. Some examples being school graduations, the awarding of Orders of Australia, and University Graduations. Satisfactory notice and evidence will be required by KONE.

### 39. Community Service Leave

- a) Employees are entitled to be absent from work without pay to participate in eligible community services in accordance with the NES of the Fair Work Act 2009 (as amended from time to time).
- b) KONE may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia.
- c) Community service work must not:
  - i. involve any payment in cash or kind to the Employees for work performed;
  - ii. replace a paid worker;
  - iii. generally be undertaken solely for direct personal benefit;
  - iv. be work which does not have a community focus;
  - v. present a conflict of interest for KONE; or
  - vi. be primarily focused on promoting particular religious or political views.
- d) The amount of Community Service Leave that will be granted will be subject to the operational requirements of the Employee's workplace.
- e) If the Employee (except for casual employees) is required to attend Jury Service, they should submit appropriate jury selection documents to KONE and KONE will provide payment of normal wages to the Employee less any jury attendance fees paid to the Employee by the Court. At the end of the Jury Service period, the Employee (selected for Jury Service) must forward to KONE copies of attendance record and total payment received from the Jury Service/the Court.

## 40. Family and Domestic Violence Leave

This clause applies to all Employees, including casuals.

### 40.1. Entitlement to unpaid leave

a) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- i. the leave is available in full at the start of each 12-month period of the Employee's employment; and
- ii. the leave does not accumulate from year to year; and
- iii. is available in full to full-time, part-time and casual Employees.

b) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and KONE.

c) KONE and Employee may agree that the Employee may take more than 10 days' leave to deal with family and domestic violence, on an unpaid basis.

### 40.2. Taking unpaid leave

a) An Employee may take paid leave to deal with family and domestic violence if the Employee:

- i. is experiencing family and domestic violence as defined in the Agreement; and
- ii. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

b) Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

c) Note: to access paid family and domestic violence leave, the individual known to the employee could be:

- i. an employee's close relatively;
- ii. a member of an employee's household, or
- iii. a current or former intimate partner of an employee.

d) Note: a close relative is an employee's:

- i. spouse or former spouse;
- ii. de facto partner or former de facto partner;
- iii. child;
- iv. parent;
- v. grandparent;
- vi. grandchild;
- vii. sibling;
- viii. an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or

- ix. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

#### 40.3. Notice and evidence requirements

- a) An Employee must give KONE notice of the taking of leave by the Employee. The notice:
  - i. must be given to KONE as soon as practicable (which may be a time after the leave has started); and
  - ii. must advise KONE of the period, or expected period, of the leave.
- b) An Employee who has given their KONE notice of the taking of leave must, if required by KONE, give KONE evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.
- c) Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

#### 40.4. Confidentiality

- a) KONE must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in this clause prevents KONE from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- c) Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. KONE should consult with such Employees regarding the handling of this information.

### 41. Long Service Leave

- a) Employees covered by this Agreement are covered by the KONE Long Service Leave accrual scheme, in accordance with the Queensland Industrial Relations Act 2016 or as amended from time to time.
- b) Should an Employee move between departments, then the Employee will adopt the Long Service Leave provisions for that department. However, in the case of an Employee being transferred for only a short period of time (up to a maximum of 4 weeks) the terms of this Agreement will be maintained.

### 42. Public Holidays

Public Holidays in Queensland and Northern Territory as Declared/Prescribed (Gazetted By State or Territory Parliament)

- i. New Year's Day
- ii. Australia Day
- iii. Good Friday

- iv. Easter Saturday
- v. Easter Monday
- vi. Anzac Day
- vii. Labour Day
- viii. King's Birthday
- ix. Applicable "Show Day"
- x. Christmas Day
- xi. Christmas Eve (part day – 6pm to midnight, QLD or 7pm to midnight, NT)
- xii. Boxing Day

#### 42.1. Substitution

Where, in the state of Queensland or the Northern Territory, a Public Holiday is declared or prescribed (gazetted by State or Territory Parliament) on a day other than the above, that day shall constitute the said holiday.

#### 42.2. Entitlement for Payment

- a) The Employee, if full time, shall be paid for Public Holidays as per an ordinary day at work. A Part Time Employee shall be paid for Public Holiday(s) if their agreed day at work falls on a Public Holiday and will be paid for the agreed part time hours to be worked for this day.
- b) The Employee is entitled to a day off on a Public Holiday, subject to KONE being able to reasonably request that the Employee work on a particular Public Holiday. The Employee is able to reasonably refuse such a request from KONE to work a Public Holiday. In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, this Agreement complies to the relevant standards as defined in the NES.
- c) Should KONE require the Employee to work on a Public Holiday and the Employee agrees to this request, then the Employee will be paid at "double time and a half" (ordinary time x 2.5) and will not receive a substitute day.

### 43. Absence without approval

- a) An Employee who is not going to be at work for any reason must make every effort to notify their direct manager (or alternative responsible person in management if their direct manager is not available) as soon as practicably possible.
- b) If the Employee is not attending for duty as required, shall lose their pay for the actual time of such non-attendance unless covered by a leave provision.

#### 43.1. Abandonment of Employment

If the Employee is absent from work in excess of 3 working days on unauthorised leave, they may be regarded by KONE as committing abandonment of employment and ending the employment relationship subject to Notice and Evidentiary Requirements (Clause 36.5).



#### 44. Summary dismissal

KONE has the right to dismiss the Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only, excepting those that are not payable in instances involving serious misconduct.

#### 45. Termination

##### 45.1. Notice of Termination by KONE

- a) In order to terminate the employment of a full-time or regular part-time Employee KONE shall give to the Employee the period of notice specified in the table below:

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

- b) In addition to this notice, if the Employee is over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, the Employee is entitled to an additional week's notice.
- c) Payment in lieu of the notice will be made if KONE decides that the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by KONE making payment for the remainder of the period of notice.
- d) Payment in lieu of notice will be the amount equivalent to the wages the Employee would have received for the ordinary time they would have worked during the period of notice.
- e) The period of notice in this clause shall be applied consistent with the Fair Work Act 2009 (as amended from time to time), which in part excludes Employees dismissed for serious misconduct.
- f) Continuous service shall not include unauthorised or non-service leave.

##### 45.2. Notice of Termination by the Employee

- a) The notice of termination required to be given by the Employee is the same as that required of KONE, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- b) If an Employee fails to give notice, KONE has the right to withhold an amount which is no more than one (1) weeks' notice in the case of employee who is over 18 years of age.

#### 45.3. Leave for seeking other Employment when terminated

Where KONE has given notice of termination to the Employee, an Employee shall be allowed up to 1 days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with KONE.

#### 45.4. Payment on Termination

When notice of termination is given, all moneys due to the Employee shall be paid at the time of termination. Where this is not practicable, KONE shall have 2 working days to send moneys due by EFT.

### 46. Redundancy

- a) If circumstances arise where, following a thorough consultation process as per Clause 11, one or more positions are determined to be surplus to actual operational needs, KONE will advise the Employees incumbent in those positions within 7 days of applying the redundancies and will make payment in accordance with the KONE in house Redundancy Scheme and Company Redundancy Policy.
- b) KONE will do everything possible before implementing redundancy including the seeking of temporary work in other regions (interstate Company work) and instructing the Employee to take Annual Leave, RDO's (if applicable) and Long Service Leave etc.
- c) The current weekly contribution to the scheme per Employee is \$96.43. KONE's contribution will be varied each year from the first full pay period after the 1<sup>st</sup> of August by the same percentage as that which the National Consumer Price Index has moved for the year up to the previous March quarter.
- d) The following is a copy of the current KONE Redundancy Policy (8.1\_Redundancy Policy). It is subject to change as per KONE policy 1.1\_Authorisation and Administration of Policies.
- e) For the purpose of this clause 46, in the event of an inconsistency between the terms of this clause 46 and the National Employment Standards the NES provision will apply to the extent that it provides a greater benefit to an employee.

## 8.1 Redundancy Policy

### Introduction

This policy covers redundancy within KONE.

KONE may, when circumstances arise, need to make some positions redundant. KONE will, however, make reasonable efforts to avoid it where possible. All redundancies will be handled in a fair, sympathetic and non discriminatory manner.

### Discrimination

No discrimination by age, sex, marital status, union status or ethnic background will be tolerated by either party under this Policy.

### **Definition and application**

Should a position become surplus to the requirements of KONE, that position will be declared redundant.

Such surplus can eventuate because of mechanisation, technological change, market demands and/or changes in the organisational structures, systems or methods of KONE's operations.

### **Benefits under this Agreement will not apply to the following:-**

1. Normal resignation or retirement of an employee.
2. Termination of casual or temporary employees.
3. Dismissal of an employee.

### **Notification of termination**

One (1) month notice of termination, or payment in lieu of notice, will be given by KONE, where a position becomes redundant.

An employee who has completed 2 years continuous service and is more than 45 years old is entitled to an additional one week's notice.

The employee will need to be given written notification of the day of retrenchment.

### **Selection of redundant employees**

Where KONE Elevators Pty Ltd has notified employees of impending Redundancies, KONE Elevators Pty Ltd may at its discretion, invite applications for volunteers to be made redundant.

However, KONE reserves its right to reject volunteers.

Any rejection of volunteers will be based on maintaining KONE's skills mix to meet its business and operational requirements.

Where there are insufficient volunteers, acceptable to KONE, to meet the agreed redundancy requirements, KONE will select employees to be made redundant on the basis of maintaining the necessary skills mix to meet KONE'S business and operational requirements.

### **Selection Criteria**

The following criteria will be used for the purpose of selection of redundant employees:

- Skills, knowledge, qualification, experience, safety performance etc.

### **Redundancy Entitlements**

- An employee who is made redundant will receive **4 weeks severance pay for each year of completed, continuous service.**
  - *A maximum payment of **50 weeks** will be received if **less than 45** years of age.*
  - *A maximum payment of **60 weeks** will be received if **greater than 45** years of age.*

**PLUS:** In addition to the above payments, either one of the following payments will be applicable:-

- An employee who is **50 years of age or over** at the time of retrenchment will receive an **additional 1 week pay** for each complete year of service **over the age of 50.**

**OR**

- An employee who has completed **12.5 years continuous service** will receive an **additional 1 week pay** for each complete year **from 12.5 years.**
  - *The employee will receive whichever payment is greater and is not entitled to both.*

Please note: For the purpose of this Clause, an incomplete year of service will be calculated on a pro-rata basis for completed Quarter Years after 12 months continuous service is completed.

#### **KONE Redundancy Trust**

If during the course of your employment you have received payment from the balance of the KONE Redundancy Trust, whether it is as a result of being transferred from wages to salaried employment or otherwise, your overall redundancy entitlement will be reduced by any amount previously paid from the Trust.

#### **Long Service Leave**

Payment of long service leave will be in accordance with the provisions of the current Long Service Leave Act and state legislation.

#### **Death of an employee**

Should an employee under notice of retrenchment under this Agreement die prior to the actual date of retrenchment, all benefits payable under this Agreement will be paid to the late employee's estate.

#### **Certification of Service & employment separation certificate**

Employees retrenched under this Agreement will be supplied with a certificate of service on the date of termination, or before, if requested for seeking employment.

#### **Assistance to redundant employees**

If required, KONE will advise relevant Government agencies when a redundancy situation exists as defined by this Agreement.



If requested by the employee, KONE may arrange approved financial advisers to conduct presentations to redundant employees. The Company will arrange facilities for these presentations to take place.

## Part D Employment Conditions, Performance and Remuneration

### 47. Wage adjustments

a) Increases to the all-purpose hourly rate shall be paid as follows:

First Pay Period commencing on or after this Date	Percentage increase
1 March 2024	3.25%
1 September 2024	3.25%
1 March 2025	3.25%
1 September 2025	3.25%
1 March 2026	2.75%
1 September 2026	2.75%

- b) Each wage rate adjustment will be calculated on the Employee's all-purpose hourly rate as at the pay period immediately preceding the adjustment.
- c) This "all-purpose" hourly rate incorporates all allowances and penalties unless specifically noted in this Agreement.
- d) The above adjustments shall not apply in respect of any allowances or special rates unless specifically indicated otherwise within this Agreement.

48. Employee rates

Increases to the all-purpose hourly rate shall be paid as per below table:

<b>Class</b>	<b>Class</b>	<b>Class</b>	<b>1/03/2024</b>	<b>1/09/2024</b>	<b>1/03/2025</b>	<b>1/09/2025</b>	<b>1/03/2026</b>	<b>1/09/2026</b>
<b>Code</b>	<b>Level</b>	<b>Description</b>	<b>3.25%</b>	<b>3.25%</b>	<b>3.25%</b>	<b>3.25%</b>	<b>2.75%</b>	<b>2.75%</b>
nor002	1	Electrical Mechanic	\$56.82	\$58.67	\$60.57	\$62.54	\$64.26	\$66.03
nor002	3	Electrician Special Class	\$59.20	\$61.13	\$63.11	\$65.17	\$66.96	\$68.80
nor003	1	Fitter	\$55.92	\$57.74	\$59.61	\$61.55	\$63.24	\$64.98
nor003	3	Fitter Special Class	\$58.31	\$60.20	\$62.16	\$64.18	\$65.94	\$67.76
nor007	1	Trades Assistant	\$49.85	\$51.47	\$53.14	\$54.87	\$56.38	\$57.93
nor004	1	Tuner Grade 1	\$64.89	\$67.00	\$69.18	\$71.43	\$73.39	\$75.41
nor004	2	Tuner Grade 2	\$63.15	\$65.20	\$67.32	\$69.51	\$71.42	\$73.38
nor004	3	Tuner Grade 3	\$61.10	\$63.09	\$65.14	\$67.26	\$69.11	\$71.01
		TSG Senior	\$67.03	\$69.21	\$71.46	\$73.78	\$75.81	\$77.89

## 49. Apprentices rates

Date of increase	1/03/2024	1/09/2024	1/03/2025	1/09/2025	1/03/2026	1/09/2026
% Increase	3.25%	3.25%	3.25%	3.25%	2.75%	2.75%
Class Description						
1 <sup>st</sup> Year of (Youth) Apprenticeship (42% of Electrical Mechanic Rate)	\$23.86	\$24.64	\$25.44	\$26.26	\$26.99	\$27.73
2 <sup>nd</sup> Year of (Youth) Apprenticeship (55% of Electrical Mechanic Rate)	\$31.25	\$32.27	\$33.32	\$34.40	\$35.35	\$36.32
3 <sup>rd</sup> Year of (Youth) Apprenticeship (75% of Electrical Mechanic Rate)	\$42.62	\$44.01	\$45.44	\$46.91	\$48.20	\$49.53
4 <sup>th</sup> Year of (Youth) Apprenticeship (88% of Electrical Mechanic Rate)	\$49.99	\$51.62	\$53.30	\$55.03	\$56.54	\$58.10
Trainees	Rate of pay to be mutually agreed between Company and trainee but will not be less than 5% greater than the applicable modern award.					

Apprentices shall be entitled to full fares and Travel Allowance as per this Agreement.

### 49.1. Adult Apprentices Rates

- a) Adult apprentices will be paid the adult wage of a Trades Assistant in accordance with the wages schedule set by this Agreement in Clause 48.
- b) Where an existing Employee was employed by KONE immediately prior of becoming an Adult Apprentice, such person shall not suffer a reduction the rate of pay by virtue of becoming an Adult Apprentice. The Adult Apprentice shall continue to receive the rate of pay that applies to the classification or class of work in which the Adult Apprentice was engaged immediately prior to entering the contract of training at KONE. In this circumstance, the Adult Apprentice will receive all wage increases corresponding to that classification, as a result of this Agreement.
- c) For Adult Apprentices entering the fourth year of apprenticeship, if the fourth year apprentice rate is more than the rate that the Adult Apprentice would be on as detailed in clause 49.1a) and clause 49.1b) the adult apprentice will receive the fourth year rate detailed in clause 49 – Apprentices Rates (whichever is greater).

## 50. Part time Employees

### 50.1. Hours of Work

For part-time Employees, hours of work are those as agreed with KONE or as designated for the position and are less than 36 ordinary hours per week. Ordinary hours of work for part-time



Employees will be continuous and no less than 2 hours per day on any day worked by the Employee. An unpaid meal break will not be regarded as breaking the continuity of hours of work.

#### 50.2. Remuneration

Remuneration and other conditions will be calculated on a pro-rata basis. Apart from allowances of a reimbursement nature, where a part-time Employee will receive the same amount as a full-time Employee.

### 51. Casual Employees

- a) An Employee paid a 25% loading in lieu of paid Public Holidays, Annual Leave and Personal/Carer's Leave shall be regarded as a Casual Employee for the purposes of the Fair Work Act 2009 (as amended from time to time).
- b) A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by the Agreement except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits or where provided for in the relevant clause as per the NES.
- c) Any other entitlements shall be consistent with the Fair Work Act 2009 (as amended from time to time), and relevant legislation.
- d) KONE, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, stating by whom the Employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- e) On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of 4 hours work, plus the relevant Fares and Travel Allowance if applicable.

### 52. Payment of wages

- a) Wages or other financial payments by KONE will be paid by electronic funds transfer into the Employee's nominated bank account on a fortnightly basis, in arrears and no later than the official Thursday payday.
- b) Termination payments will be processed on the day of termination to the Employee's nominated banking institution.
- c) It will be the Employee's responsibility to divert any other payments via their selected institution.
- d) KONE will use its best endeavours to resolve any payroll errors or a mistake that has been made by either party. KONE will consult with the Employee over any issues arising out of the delay or non-payment of wages.

- e) If it appears likely that Employee's wage payments will not be made by electronic funds transfer on the payday, KONE will consult with the Employee on ways to ensure that they are not adversely disadvantaged.
- f) KONE will not be responsible for any taxes or charges associated with payments made through the banking system.
- g) The intent of this clause is to comply with the Employee record keeping requirements of the Fair Work Act 2009 and Regulations. Should any inconsistency arise between this clause and legislation, then legislation will take precedence and the said record keeping altered accordingly.

### 53. Superannuation

KONE will contribute to a compliant superannuation fund of the Employee's own choice or alternatively to the KONE default superannuation fund, as detailed in the KONE Superannuation Policy. The said contributions are currently of 12.75% of base pay, which will increase as below table:

13% of base pay	Effective from the first full pay period commencing after the agreement is approved by FWC. To avoid all doubt, superannuation will not be back dated.
14% of base pay	Effective from the first full pay period commencing on or after 1 August 2025.
15% of Base pay	Effective from the first full pay period commencing on or after 1 August 2026.

#### 53.1. Absence from work

- a) Subject to the governing rules of the fund of which an Employee is a member, the following provisions shall apply:
  - i. Paid Leave - Contributions shall continue whilst a member of a Fund is absent on paid Annual Leave, Personal/Carer's Leave, Long Service Leave, Public holidays, Jury Service, Compassionate Leave or other paid leave.
  - ii. Unpaid Leave - Contributions shall not be required to be made in respect of absence from work without pay.
  - iii. Work Related Injury or Illness - In the event of an Employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence (subject to a maximum of 52 weeks total) provided that:
    - 1. the member of the Fund is receiving workers' compensation payments or is receiving regular payments directly from KONE in accordance with statutory requirements; and
    - 2. the person remains an Employee of KONE.

## 54. Overtime

### 54.1. Requirement to work reasonable overtime

- a) Except as provided in this clause, KONE may require any Employee to work reasonable overtime.
- b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
  - i. any risk to Employee health and safety;
  - ii. the Employee's personal circumstances including any family responsibilities;
  - iii. the needs of the workplace or enterprise;
  - iv. the notice (if any) given by KONE of the overtime and by the Employee of their intention to refuse it; and
  - v. any other relevant matter
- c) No Employee under the age of 18 years will be required to work overtime.

### 54.2. Loadings

Employees working 8 hours per day (except for a 60 minute rest/meal break) from Monday to Friday within the spread of hours 6.00am to 6.00pm	Ordinary Time
First two hours of work done outside the above ordinary hours of work per day	Ordinary Time + 100%
Thereafter, additional hours to above	Ordinary Time + 100%
Saturday all hours	Ordinary Time + 100%
Sunday all hours	Ordinary Time + 100%
Public Holiday all hours worked	Ordinary Time + 150%

### 54.3. Minimum hours of overtime

- a) Employees working overtime on a Saturday shall be paid a minimum of 3 hours.
- b) Employees working overtime on a Sunday shall be paid a minimum of 4 hours.
- c) Employees working on a Public Holiday shall be paid a minimum of 4 hours.

### 54.4. Payment for overtime

Overtime loadings will only apply after the nominated ordinary hours of work for that day have been actually worked. In computing overtime each day shall stand alone.

#### 54.5. Crib break weekday

- a) When an Employee is required to work overtime after the usual ceasing time for the day or shift, for 2 hours or more, they shall be allowed to take, without deduction of pay, a break of 20 minutes in duration immediately after such ceasing time.
- b) After each additional 4 hours of continuous work, they shall be allowed to take also, without deduction of pay, a break of 30 minutes in duration.
- c) In the event of an Employee remaining at work after the usual ceasing time without taking the crib break of 20 minutes and continuing at work for a period of 2 hours or more, they shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

#### 54.6. Crib break weekend

- a) An Employee working on a Saturday or Sunday shall be allowed a crib break of 20 minutes paid at ordinary time after 4 hours work.
- b) After each additional block of 4 hours work, the Employee is allowed to take a further 30 minutes paid break.
- c) Should any Employee work the above overtime and not take the crib break(s), they shall be paid accordingly for them.

#### 54.7. Rest Period after Overtime

- a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- b) An Employee (other than a casual Employee) who works so much overtime between the termination of ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary work occurring during such absence.
- c) If, on the instructions of their Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid at double rates until they are released from duty. They shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### 54.8. Transport of Employees

When an Employee, after having worked overtime for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available KONE shall provide them with conveyance to their home or the nearest public transport.

## 55. Shiftwork

### 55.1. Definitions

- a) Where it is necessary that work is performed in shifts other than in accordance with the spread of hours of work (6am to 6pm, Monday to Friday), the following conditions shall apply for the purposes of this clause:

Afternoon Shift	Commencing at or after 1:00pm and before 3:00pm
Night Shift	Commencing at or after 3:00pm and before 4:30am
Early Morning Shift	Commencing at or after 4:30am and before 6:00am
Early Afternoon Shift	Commencing at or after 11:00am and before 1:00pm

### 55.2. Notice to work on Shifts

- a) Employees shall be given at least 48 hours' notice of the requirements to work on shift and/or roster.
- b) The method of working shifts may be varied by agreement between KONE and the majority of Employees concerned. However, should agreement not be possible KONE may vary the shift(s) by 7 days' notice of alteration.
- c) No Employee under the age of 18 years will be required to work shift work.

### 55.3. Shift Conditions

- a) An Employee shall not be required to work more than 1 shift in any 24 hour period unless this occurs at the regular changeover of shifts.
- b) Ordinary hours of work on any shift shall not exceed 10 hours on any day.
- c) The required ordinary hours shall be worked continuously except for meal breaks.
- d) An Employee shall not be required to work more than 5 hours without a break for a meal.
- e) In any arrangement of ordinary working hours, where the ordinary working hours are to exceed 8 on any day/shift, the arrangement of hours shall be subject to the agreement of KONE and the majority of Employees concerned.

### 55.4. Shift loadings

- a) Where an Employee is employed continuously (inclusive of Public Holidays) for 5 shifts Monday to Friday:

Afternoon Shift	Ordinary Time + 50%
Night Shift	Ordinary Time + 100%
Early Morning Shift	Ordinary Time + 50%
Early Afternoon Shift	Ordinary Time + 50%

- b) For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply – see Clause 54.2 Provided that an ordinary night shift commencing before and extending beyond midnight Friday, will be regarded as a Friday shift.
- c) All work in excess of shift hours, Monday to Friday, other than Public Holidays must be paid for at the rate of ordinary rates plus 100% loading.

#### 55.5. Broken Shifts

In the case of broken shifts (i.e. less than 36 ordinary hours worked over five consecutive shifts Monday to Friday) the rates prescribed will be ordinary time and a half for the first two hours and double ordinary time rates thereafter.

#### 55.6. Transport of Employees

When an Employee, after having worked a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available KONE shall provide them with conveyance to their home or the nearest public transport.

### 56. Incentive based payments

Under this Agreement KONE may, from time to time, introduce incentive based payments/bonuses to improve productivity, and/or quality and/or delivery of customer expectations, etc.

### 57. Performance Assessment and Reviews

Regular performance assessment(s) and feedback will be provided at least once per year.

#### 57.1. Performance Review

- a) Where the Employee is identified as not performing to the required standard, which includes, but is not limited to, not achieving the required productivity, KONE will work with the Employee to achieve the performance standards required. KONE does not condone poor performance.
- b) KONE will articulate performance standards either during counselling and/or performance assessment meetings.
- c) Where KONE has concerns relating to the unsatisfactory performance of the Employee, KONE will raise these concerns at the time with the Employee and work with them to develop satisfactory performance.
- d) If, after this intervention, the Employee fails to attain and sustain satisfactory performance, formal underperformance measures can be initiated. Corrective action at this time will be aimed at enabling the Employee to attain and sustain satisfactory performance. This will include formal counselling and assessment of the Employee's performance over an appropriate period of time (typically 1-3 months).

- e) If an Employee fails to attain and sustain satisfactory performance during the assessment period, termination of employment may occur.
- f) If action is commenced to terminate the Employee, the Employee will be given the opportunity to state why they believe their employment should not cease.
- g) The final decision to terminate the Employee for underperformance will be made by Senior Management and based on sufficient evidence to support the decision.
- h) The intent of this clause is not to breach the termination of employment requirements of the Fair Work Act 2009 and Regulations. Should any inconsistency arise between this clause and legislation, then legislation will take precedence.

## Part E Allowances

### 58. Fares and Travel Allowance

- a) Employees covered by this Agreement will be entitled to the payment of a Fares and Travel Allowance as per the conditions set out below and in Clauses 58.1 or 58.2.
- b) No Employee shall receive either fares allowance on any day they are not at work.
- c) Employees who share a company vehicle to the extent that they utilise that vehicle to travel both to and from work with the nominated vehicle driver, will receive KONE Vehicle Holders rate for travel.
- d) Should an Employee be required to complete KONE's business out of the Employee's normal hours they will be paid at the "Non Company Vehicle Holders" rate for that day. Additionally, Employees travelling from remote areas (i.e. Gold Coast, Sunshine Coast to Brisbane) to attend company meetings, will be paid at the "Non Company Vehicle Holders" rate.
- e) Drivers of company vehicles must keep the vehicle clean and tidy and maintain reasonable care and security at all times in the use of the vehicle. All Employees who have a tool of trade vehicle are required to undertake a vehicle audit each month and submit the audit report through Kynnection.
- f) Employees travelling interstate or regionally for planned company business will be paid at the normal time rate.

#### 58.1. Non Company Vehicle Holders

\$50 per day for the life of the Agreement.

#### 58.2. Company Vehicle Holders

- a) \$22.50 per day for the life of the Agreement.
- b) This Allowance will not be paid to:
  - i. Employees who commenced on or after 14 April 2015, or
  - ii. Employees who were employed prior to 14 April 2015 but were issued with a Company Vehicle on or after 14 April 2015.

#### 58.3. Travel Allowance

- a) An Employee's point of hire radial area shall be the area determined in KONE's Offer of Employment, which will be within 3 x 50 km circle radius zones, established from the main GPO in each of the following centres - Brisbane CBD, Surfers Paradise CBD and Nambour CBD.
  - i. All current Employees' point of hire radial area will be assessed and if required will be amended to the GPO closest to their place of residence.



- ii. All new Employees shall be allocated to one of the above zones by KONE with consideration given to the Employees' current place of residence.
  - iii. Any request by an Employee to alter their existing zone (for the purpose of the Travel Allowance) shall be by mutual agreement with KONE.
- b) Where an Employee travels each day, other than at their own request, to a job site within a prescribed radial area other than the point of hire area then they shall be paid at the ordinary "on site" rate calculated to the next quarter of an hour, with a minimum payment as for one half hour for each return journey for any time outside ordinary working hours reasonably spent in travelling each day outside of a 50km radius plus any expenses necessarily and reasonably incurred in so travelling outside such a radius.
  - c) Provided that where an Employee uses their own vehicle, such expenses shall be reimbursed at the rate of 40 cents per kilometre travelled outside such radius.
  - d) Excessive periods of daily travel should be avoided where possible and where it is considered to be excessive it shall be reviewed by the Employee and KONE.

#### 58.4. Kilometre reimbursement

An Employee who by agreement with KONE uses their own motor vehicle on KONE's business shall be paid an allowance of \$1.00 per kilometre travelled.

### 59. Living Away from Home Allowance (LAFHA)

- a) Where an Employee is required to travel between 90km and 100km away from their normal GPO and working hours are less than nine (9) hours (normal time) per day, Employees will receive \$105.00 per day for the purpose of meeting the cost of meals and incidental expenses.
- b) Where an Employee is required to travel more than 100km away from their normal GPO as described in Fares and Travel/Vehicle Allowance or an Employee is required to travel greater than 90km but less than 100km and working hours are in excess of 9 hours (normal time) per day, Employees will receive;
  - i. Living Away from Home Allowance comprising of the following:
    1. Reasonable accommodation to be sourced and paid for by KONE.
    2. An amount per day to cover the cost of meal and incidentals as detailed in Clause 59 .

Prior to an employee undertaking LAFHA, KONE will provide as much information as reasonably practical to both KONE and the employee. This detail may include (but not limited to) the period of time being away, hours of work, expected return home dates.

If an employee is required to travel on the weekend to commence work on the Monday, the employee is to be paid the applicable rate of pay for the time travelled on the weekend as per the penalties in clause 54.2.

59.1. Weekend Return Home

- a) Where an Employee is advised that they will be away from home for a period that exceeds 4 weeks then they will be entitled to a return home after every 4 weeks away.
  - i. The Employee is entitled to be reimbursed their travelling expenses to return home and,
  - ii. one trip between the job site and the Employees' home will be in company time and one trip will be in the Employees' own time.
- b) Travel arrangements are to be negotiated and agreed upon between the Employee and KONE prior to returning home.

60. Meal Allowance

- a) To be paid after working more than 1.5 hours overtime after working ordinary hours.
- b) To be paid after completing 4 hours of overtime from commencement and then after each additional block of 4 hours overtime.
- c) Meal Allowance is \$15.90 and will be increased on 1<sup>st</sup> August each year of this Agreement in line with National Consumer Price Index All Purpose Rate published prior to 1<sup>st</sup> August.
- d) Meal Allowances are not claimable when claiming a Living Away from Home Allowance (LAFHA) (Clause 59).

61. Site Allowance

- a) A fixed Site Allowance per hour, flat rate, will be paid on all building and construction sites. These rates are fixed for the life of the Agreement.
- b) This Site Allowance compensates for all special factors and/or disabilities on a building and construction site and is in lieu of the following Award special rates:
  - i. confined space,
  - ii. wet work,
  - iii. dirty work,
  - iv. second hand timber and
  - v. fumes.
- c) This Allowance is not subject to any premium or penalty and shall compensate for all disabilities associated with that worksite.
- d) NBS Site Allowance amounts are:

Total Construction Contract Value in Millions of Dollars			Site Allowance
0	To	100	\$3.00
100	To	200	\$3.50

200	To	300	\$4.50
300	To	400	\$5.00
400	To	500	\$5.50
500	To	600	\$6.00
600	To	700	\$7.00
700	To	800	\$8.00
800	To	900	\$9.00
900	To	1B	\$10.00
>1B			\$11.00
Receiving LAFHA and away from home for 4 weeks or less minimum amount			\$4.00
Receiving LAFHA and away from home for more than 4 weeks minimum amount			\$5.00

e) MODs site allowance are payable on fixed rate of \$4.20 for the life of the agreement.

## 62. Electrician's Licence Allowance

An Employee engaged and working as an Electrical Tradesperson and holds an appropriate electrician's licence shall be paid an Electrician's Licence Allowance which is included in the all purpose hourly rate (See Clause 48).

## 63. First Aid Allowance

An Employee, who is a qualified first aid person and is appointed by KONE to carry out first aid, in addition to their normal duties, shall be paid an additional rate of \$16.20 per week.

## 64. Leading Hand Allowance

a) The leading hand allowance only apply for the period when the Employee is actually carrying out the responsibilities of Leading Hand. The hourly all-purpose allowance for the Leading Hand are as below. The Leading Hand Allowance will increase in line with the wage increase as per clause 47.

Title	Number of Employees being supervised	Commencement of the Agreement	1/09/2024	1/03/2025	1/09/2025	1/03/2026	1/09/2026
		<b>3.25%</b>	<b>3.25%</b>	<b>3.25%</b>	<b>3.25%</b>	<b>2.75%</b>	<b>2.75%</b>
Leading Hand 1	Not more than 5	\$1.51	\$1.56	\$1.61	\$1.66	\$1.70	\$1.75
Leading Hand 2	6 and not more than 10	\$1.91	\$1.97	\$2.04	\$2.10	\$2.16	\$2.22
Leading Hand 3	11 or more	\$2.54	\$2.62	\$2.71	\$2.80	\$2.87	\$2.95

## 65. Tool Allowance

Included in the all-purpose hourly rate.

## 66. ACMA (Austel) Allowance

- a) KONE will provide funding for a limited number of Employees to have or maintain Austel Lift Cabling Licences.
- b) The number of Employees funded for Austel Lift Cabling Licences will be based on business requirements and varied by KONE as required.
- c) Employees holding these licences and receiving a weekly allowance will be required to carry out works when requested, subject to any limits of that licence.
- d) The current amount is \$24.11 per week and will increase in line with Wage Adjustments, Clause 47.

## 67. Queensland Lift Industry Allowance

- a) The Queensland Industry Allowance of \$106.20 per week, all purpose, is payable to Employees and is not included in the base rate for this Agreement or future Agreements.
- b) This allowance shall be paid to all Employees, except for the following:
  - i. for apprentices, the allowance will be paid as per the Apprentice Rate percentages. This percentage calculation of the allowance includes adult apprentices (as per the percentages in Clause 49) with the exception of 4th Year Adult Apprentice who will receive the full allowance.
- c) This allowance is in recognition of current Electrical Contracting, Supply and Mining industry market rates in Queensland.

## 68. Queensland Multistorey Allowance

- a) A Multistorey Allowance will be paid to all Employees on-site whilst engaged in construction of a multistorey building to compensate for the disabilities experienced in, and which are peculiar to, construction or renovation of a multistorey building. The allowance in accordance with the following table must be paid to all Employees on the building site.
- b) For clarity, Multi-Storey Allowance is payable on NBS sites only.
- c) This allowance will be paid to Employees when one of the following components of the building:
  - iii. structural steel
  - iv. reinforcing steel
  - v. boxing, or
  - vi. wallsrises above the floor level in the following table:

From commencement of the agreement up to 30 June 2025	
Level	Hourly Rate
16-30	\$1.50
31-45	\$1.87
46-60	\$2.30
61+	\$2.70

Effective from 1 July 2025, below table and terms will apply:

	From 1 July 2025	From 1 July 2026
0-15	\$1.60	\$1.68
16-30	\$1.90	\$1.99
31-45	\$2.95	\$3.10
46-60	\$3.82	\$4.01
61+	\$4.67	\$4.90

A multi-storey allowance in accordance with the table set out above will be payable to all Employees engaged on construction on-site from the commencement of the project where the Project is to exceed four storeys.

To be clear, a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).

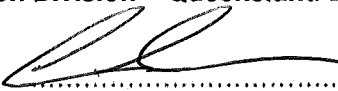

The commencing point of measurement will be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.

The allowance payable at the highest point of the building will continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete.

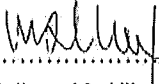
Part F Signatories

We the undersigned agree to be bound by the terms and conditions set out in this Agreement.

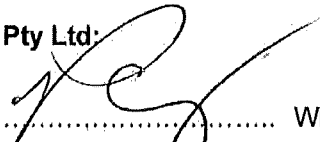
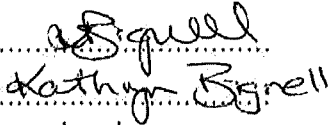
**Bargaining Representative: The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Trades Union Division – Queensland Branch (ETU):**

Signature:  ..... Witness Signature:  .....  
Full Name: ADAM GRANDO ..... Witness Full Name: CHRIS VALENTINE .....  
Address: 325 FISON AVE ..... Date: 02.08.2024 .....  
FRAGLIZ FARM, QLD

**Bargaining Representative: Automotive, Food Metals, Engineering, Printing and Kindred Industries Union (AMWU):**

Signature:  ..... Witness Signature:  .....  
Full Name: Rohan Webb ..... Witness Full Name: Melissa McAllister .....  
Address: 366 Upper Roma Street ..... Date: 29 July 2024 .....  
Brisbane QLD 4000

**KONE Elevators Pty Ltd:**

Signature:  ..... Witness Signature:  .....  
Full Name: Peter Ong ..... Witness Full Name: Kathryn Egnell .....  
Address: 41 Peel St. ..... Date: 02/08/2024 .....  
South Brisbane QLD  
Job Title: Divisional Branch Secretary.