



**KOMATSU AUSTRALIA PTY LTD**

**MOUNT THORLEY ENTERPRISE  
AGREEMENT 2024**

## Table of Contents

<b>Part / Section</b>	<b>Clause</b>	<b>Page</b>
<b>Part 1</b>	<b>Preliminary</b>	<b>3</b>
1.1	Title	3
1.2	Application and Coverage	3
1.3	Period of Operation	3
1.4	Relationship with Other Agreements / Awards	3
1.5	Incorporation of National Employment Standards	3
1.6	No Extra Claims	3
1.7	Definitions	4
<b>Part 2</b>	<b>Contract of Employment</b>	<b>5</b>
2.1	Employment	5
2.2	Probationary Period	6
2.3	Work Location	6
2.4	Employee Duties	6
2.5	Termination of Employment	7
2.6	Transfer of Business	8
2.7	Statement of Service	9
2.8	Drivers Licence	9
2.9	Protective Clothing & Equipment	9
2.10	Faithful Service	11
<b>Part 3</b>	<b>Hours of Work</b>	<b>12</b>
3.1	Hours of Work	12
3.2	Rest Breaks	14
3.3	Overtime	14
3.4	On-Call – 24 Hour Coverage	15
3.5	Annualised Salary Employees	16
<b>Part 4</b>	<b>Remuneration</b>	<b>18</b>
4.1	Rates of Pay	18
4.2	Payment of Wages	18
4.3	Superannuation	18
4.4	Allowances	19
4.5	Training	21
4.6	Personal Tools	21
<b>Part 5</b>	<b>Leave</b>	<b>22</b>
5.1	Annual Leave	22
5.2	Personal / Carers Leave	22
5.3	Parental Leave	23
5.4	Compassionate Leave	23
5.5	Long Service Leave	24
5.6	Public Holidays	24
<b>Part 6</b>	<b>Employee Relations</b>	<b>26</b>
6.1	Dispute Settlement	26
6.2	Consultative Committee	26
6.3	Individual Flexibility Agreement	27
6.4	Workplace Consultation	28
6.5	Authorised Signatories	31
<b>Schedule 1</b>	<b>Agreement Classifications</b>	<b>32</b>
<b>Schedule 2</b>	<b>Excess Fares and Travel Allowance</b>	<b>33</b>
<b>Schedule 3</b>	<b>Annualised Salaries Tables</b>	<b>34</b>
<b>Schedule 4</b>	<b>Workplace Delegates Rights</b>	<b>35</b>

## PART 1 – PRELIMINARY

### 1.1 Title

This Agreement shall be known as the Komatsu Australia Mount Thorley Service Department Enterprise Agreement 2024 (“**the Agreement**”).

### 1.2 Application and Coverage

This Agreement will cover and when in operation apply to:

- (a) Komatsu Australia Pty Ltd (ABN 63 053 514 739) (“**the Company**”).
- (b) Employees of the Company who are employed to perform work within the classification structure of this agreement and who work from or report to the Mount Thorley Service Department at Thrift Close, Mount Thorley NSW 2330.
- (c) The ‘Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union’ known as the Australian Manufacturing Workers’ Union (“**the AMWU**”); and,
- (d) The Mining and Energy Union (“**the MEU**”).

### 1.3 Period of Operation

- (a) This Agreement shall take effect seven days after it is approved by the Fair Work Commission and shall remain in effect until 30 June 2028. This Agreement shall continue to operate after its nominal expiry date until terminated or replaced.
- (b) The Parties commit to commencing negotiations at least three months prior to the expiry of this Agreement.

### 1.4 Relationship with other Agreements / Awards

- (a) This Agreement is read and interpreted wholly in conjunction with the Manufacturing and Associated Industries and Occupations Award 2020 (“*the Award*”).
- (b) Where there is an inconsistency between the terms and conditions of the Award and the Agreement, the Agreement shall prevail.
- (c) This Agreement constitutes the entire arrangement between the parties and shall supersede in full any registered or unregistered agreements previously made between the Parties.

### 1.5 Incorporation of National Employment Standards

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

### 1.6 No Extra Claims

This Agreement settles all claims in relation to the terms and conditions of employment for the employees covered by it. The parties bound by this Agreement agree not to pursue any additional claims prior to the nominal expiry date of this Agreement.

## **1.7 Definitions**

For the purposes of this Agreement:

**Act** means the Fair Work Act 2009.

**Agreement** means the Komatsu Australia Mount Thorley Service Department Enterprise Agreement 2024.

**Company** means Komatsu Australia Pty Ltd (ABN 63 053 514 739).

**Employee** or **Employees**, unless otherwise stated, means all employees directly employed by the Company who are covered by this Agreement.

**Ordinary Hourly Rate** means the base hourly rate for the employee's classification specified in clause 4.1.

**Site** means any premises, location and establishment of the Company and any other Site where the Company is contracted to carry out work.

**NES** means the National Employment Standards.

## **PART 2 – CONTRACT OF EMPLOYMENT**

### **2.1 Employment**

Employment will be offered to Employees on a full time, part time or casual basis.

#### **(a) Full Time Employment**

All Employees not specifically engaged as a casual or part time Employees shall be employed as a weekly full-time Employee.

#### **(b) Part-Time Employment**

Part-time Employees may be engaged to regularly work less hours than a full time Employee and all entitlements to paid leave shall accrue on a pro-rata basis. Part-time employee must be engaged and paid for a minimum of 4 consecutive hours per shift. In order to meet their personal circumstances, a part-time Employee may request and the Company may agree to an engagement of less than the minimum three (3) consecutive hours. The agreement reached must be recorded by the Company on the employee's time and wages record.

Before commencing part-time employment, the employee and the Company must agree in writing on the hours to be worked by the employee, the days on which they will be worked, and the starting and finishing times for work and the classification applying to the work to be performed in accordance with Schedule 1 - Agreement Classifications. The terms of this agreement may be varied by consent in writing. The Company must retain a copy of any agreement or variation made under this clause and provide a copy to the employee.

Part-time Employees who are required by the Company to work in excess of the hours agreed must be paid overtime in accordance with clause 3.3 – Overtime.

#### **(c) Casual Employment**

- (i) Casual Employees may be employed at any time and the length of service may vary.
- (ii) The minimum engagement period for a casual Employee is four hours, however, a casual Employee may request and the Employer may agree to an engagement of less than the minimum for four hours
- (iii) Casual employees may be terminated with 1 hours' notice of termination on either side or with payment in lieu.
- (iv) Employees engaged as Casual employees will be paid a 25% casual loading on top of the applicable rate for their classification.
- (v) Casual employees shall have no entitlement to any paid leave or severance benefits contained in this Agreement, however, statutory

leave provisions which apply to casual employees may continue to apply.

- (vi) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES. Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 6.1 – Dispute Settlement.

## **2.2 Probationary Period**

- (a) Employees who commence employment other than as casual employees will serve a probationary period of 6 months.
- (b) Employees will not be subject to a probationary period where those Employees have commenced full time or part time having previously been employed directly by the Company as casual employees on a regular and systematic basis for at least six months.
- (c) If an Employee is not dismissed during probation, at the expiry of the probationary period the Employee will be deemed to have satisfactorily completed probation and the employment will continue subject to the provisions of this Agreement.

### **Dismissal during Probation**

- (d) An Employee dismissed during probation must be provided one week's notice of dismissal.
- (e) Where it is reasonable to do so, the Company will advise the Employee of its concerns about the Employee's performance or conduct prior to dismissal.
- (f) Where appropriate, the Company will provide the Employee with the opportunity to improve their performance or conduct prior to dismissal.

## **2.3 Work Location**

The Company and an Employee may agree that the Employee works at other Company Sites for an agreed duration.

## **2.4 Employee Duties**

- (a) The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling;
- (b) The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment;
- (c) Any direction issued by the Company pursuant to paragraphs above shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

**2.5 Termination of Employment**

**(a) Termination by Company**

(i) The Company may dismiss an Employee by providing written notice of the day of termination in accordance with the following table:

<b>Period of Continuous Service</b>	<b>Notice Period</b>
Not more than one year	1 week
More than one year but not more than three years	2 weeks
More than three years but not more than five years	3 weeks
More than 5 years	4 weeks

(ii) Employees over 45 years old with not less than 2 years continuous service at the time of giving notice shall be entitled to an additional week's notice.

(iii) When calculating payment in lieu of notice the Employee shall be paid all amounts the Employee would have received if their employment had continued until the end of the required notice period worked out on the basis of the Employee's rostered hours of work (even if they are not standard hours) and the amounts ordinarily payable to the Employee in respect of those hours, including allowances, loadings and penalties.

(iv) The Company may dismiss any Employee without notice for any act of Serious Misconduct.

**(b) Termination by Employee**

An Employee terminating their employment of their own accord will be required to provide the Company with the same notice period as specified in sub-clause 2.5(a) or less by mutual agreement with their manager.

**(c) Redundancy**

(i) Redundancy occurs when the Company decides that it no longer wishes the job the Employee has been doing to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

(ii) The Company will investigate the possibility of transferring affected Employees to other Branches and will discuss these possibilities with the Employees. An Employee who accepts a transfer will not break length of service or accumulated entitlements. The transfer will be in accordance with normal Company policies.

**(e) Notice Period**

(i) Employees will be given notice or payment as specified in sub-clauses 2.5(a) and (b).

- (ii) The Company may make a payment in lieu of notice in respect of all or any part of the notice period.

**(f) Severance Pay**

Employees who are made redundant shall be paid in accordance with the NES or two (2) weeks' pay for each year of service or part thereof, whichever is the greater. The maximum payment will be 20 weeks.

Redundancy will be based on merit and not on the principle of last on first off. A matrix of skills, classification, qualifications and performance reviews will be used to determine Employees to receive redundancy. However the Company may call for volunteers in the first instance.

Employees made redundant will be entitled to accrued Annual Leave and Leave Loading as well as any applicable Long Service Leave entitlements.

**(g) Employees Exempted**

Clause 2.5(f) shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including malingering, inefficiency or neglect of duty, or the case of casual Employees, Apprentices or Employees engaged for a specific period of time or for a specific task or tasks, for a period of less than twelve months.

**2.6 Transfer of Business**

- (a) Where a business is before or after the date of this Agreement, transferred from the Employer (in this sub clause called "the older Employer") to another Employer (in this sub-clause called "the new Employer") and an Employee, who at the time of such transfer was an Employee of the old Employer in that business, becomes an Employee of the new Employer:
  - (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transfer; and
  - (ii) the period of employment which the Employee has had with the old Employer shall be deemed to be service of the Employer with the new Employer.
- (b) In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transfer" includes transfer, transmission, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.
- (c) An Employee is not entitled to redundancy or severance pay under this Agreement or the NES if:
  - (i) the Employee rejects an offer of employment made by another Employer that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Company, and which recognises the Employee's service with the Company for the purposes of severance pay; and



- (ii) had the Employee accepted the offer, there would have been a transfer of employment in relation to that Employee within the meaning of the Act; and
- (iii) the Employer obtains the offer of employment in clause 2.6 (c) (i).

## **2.7 Statement of Service**

The Company will, on receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of employment and the classification of the type of work performed by the Employee.

## **2.8 Drivers Licence**

- (a) All Employees who possess or are required to operate a Company vehicle must hold a current and valid NSW Driver's Licence, free from suspension or disqualification. Employees must report any changes to the validity or conditions of their licence to the Manager or Supervisor immediately. A copy of the Drivers Licence must be provided for Company records.
- (b) Where an Employee holds a position that requires a valid driver's licence, and that Employee's licence is suspended or revoked, the Employee will be transferred to another available role within the Company and will lose any allowances or remuneration which were based on the Employee having a valid drivers' licence. Where no other role is available, or the Employee refuses a transfer to the new role, the Employee may be dismissed from the Company with notice.

## **2.9 Protective Clothing & Equipment**

Employees will receive the following clothing items upon appointment with the Company, and subsequently, on an annual basis. Clothing distributions will occur in either March or September:

- One (1) pair of safety boots (value \$250);
- One (1) jumper and winter jacket every two (2) years (issues will alternate). On approval of the Manager, new employees may be issued with a winter jacket prior to the biannual order date;
- One (1) sun hat;
- One (1) set of wet weather clothing for each full-time Field Service employee.

All Employees will be supplied with thirteen (13) sets of Hi-Vis clothing. All dirty clothes must be available for collection Thursday morning for washing. Any uniforms requiring repairs should be returned with the same process. Employees are responsible for keeping their uniforms in good condition.

In addition, the following items will be available to all Employees on request:

- Sun Screen;
- PPE including safety glasses;

- Insect repellent.

Should an Employee leave the employment of the Company, all personal clothing and equipment provided by the Company will be returned to the Company, with the exception of prescription safety glasses.

(a) Personal Protective Equipment (PPE)

All Employees engaged to work on Site will be supplied with appropriate PPE before commencing work on a job. The provided PPE shall be used / worn by the employee in accordance with the instructions provided during a Site Induction, other training or as instructed. Employees are to take all reasonable steps to maintain the provided PPE in good working order. The employee must not intentionally misuse or damage PPE and must notify the Company of any damage, defects or the need for repair / replacement of the PPE.

(b) Safety Boots

All Employees will be issued with one (1) pair of approved lace up Safety Boots through the Company preferred supplier. A range of boots from different manufacturers will be available for selection on the approved PPE list through the Company preferred supplier.

Employees who wish to purchase boots not listed on the approved PPE list or outside of the Company preferred supplier will be liable for any charges, unless the Safety Boots have been pre-approved and / or authorised by the Department Manager.

These boots will be replaced on a fair wear / tear basis on approval by the Department Manager.

(c) Prescription Safety Glasses

The Company will authorise the supply of Prescription Safety Glasses as provided by the Company's preferred designated provider of prescription glasses.

Prescription glasses ordered outside the approved range will not be authorised and, any orders made outside of the preferred range will be the responsibility of the Employee. The lens and frames must meet AS / NZS 1337 and include side shields. Claims for changed prescriptions, damage or fair wear and tear must be authorised by the Department Manager (or their representative).

(d) Return of PPE

Should an Employee leave the employment of the Company for any reason, all protective clothing and equipment provided by the Company must be returned to the Company, with the exception of safety glasses.

(e) Maintenance of Uniform

The Company is responsible for the laundry service of uniforms for all Employees either through Supply & Laundry at Branches and Supply & Allowance for Resident Technicians.

**2.10 Faithful Service**

Employees shall not, without prior Company consent, enter into the service, nor be employed by any person, firm or employer carrying on any business that would be competing with the Company's business interests.

## PART 3 – HOURS OF WORK

### 3.1 Hours of Work

#### Definitions

**Rostered Shift** means any shift of which the employee concerned has had at least 48 hours' notice.

**Day Shift** means any shift starting after 6.00am and finishing before 6.00pm.

**Afternoon Shift** means any shift finishing after 6.00pm and at or before midnight.

**Night Shift** means any shift finishing after midnight and at or before 8.00am.

**Continuous Shift** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least five consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

(a) For Employees who commenced work with the Company at Mount Thorley prior to 20 August 2024, clause 3.1 should be read in conjunction with clause 3.1.1.

#### (b) Ordinary Hours of Work

- (i) The ordinary hours of work for full time Employees shall be an average of 38 hours per week but not exceeding 152 hours in 28 days.
- (ii) The ordinary hours of work for day workers will not exceed 7.6 per day unless otherwise agreed or varied in accordance with this Agreement.
- (iii) The span of hours for day shift will be between 6am and 6pm, Monday to Friday, unless otherwise agreed or varied in accordance with this Agreement.
- (iv) An employee who works ordinary hours on Saturdays and/ or Sundays shall be paid shift penalties in accordance with this Agreement.
- (v) Employees are entitled to a break of ten (10) hours from the time they conclude work on one Shift and commence work on another Shift, with the exception of Call Backs when the time worked is less than 4 hours.

#### (c) Methods of Arranging Hours of Work

- (i) The Company may introduce new work rosters, vary hours of work, and/or vary the method by which ordinary hours of work are averaged or arranged to meet the changing needs of the business and customers in consultation with Employees in accordance with clause 6.4.
- (ii) Nothing in this Agreement restricts the ability of the Company and a group of Employees, or the Company and an individual Employee, to agree on variations to ordinary hours of work and rosters.

- (iii) Where agreement cannot be reached about changes to rosters, shifts, hours of work, or the arrangement or averaging of ordinary hours of work, the Company may implement a change providing it has consulted with affected employees in accordance with clause 6.4 and provided the relevant employees with two weeks' notice.

**(d) Shift Penalties**

Employees working on an Afternoon or Night Shift shall, except on Saturday, Sunday or a Public Holiday, be paid a penalty rate on their ordinary hourly rate as follows:

- (i) **Afternoon Shift:** 15% on the ordinary hourly rate for all ordinary hours worked;
- (ii) **Non-Continuous Afternoon Shift:** An afternoon shift which does not continue for at least three successive afternoon shifts or for at least 22.8 ordinary hours will be paid at double time for all hours worked, in lieu of the 15% Afternoon Shift Penalty.
- (iii) **Night Shift:** 30% on the ordinary hourly rate for all ordinary hours worked.
- (iv) **Non-Continuous Night Shift:** A night shift which does not continue for at least three consecutive night shifts or for at least 22.8 ordinary hours will be paid at double time for all hours on the Night Shift in lieu of the 30% Night Shift Penalty.

**(e) Weekend Penalties**

- (i) **Saturday Work:** Employees shall receive one and a half times their ordinary hourly rate for working ordinary hours on a Saturday.
- (ii) **Sunday Work:** Employees shall receive double their ordinary hourly rate for all work performed on a Sunday.

**3.1.1 Grandfathered Hours of Work Clause – Night Shift Restriction**

- (a) Clause 3.1.1 only applies to Komatsu Employees who were employed at Mount Thorley on or before 20 August 2024 (“Grandfathered Employees”).
- (b) Clause 3.1.1 does not apply to Employees employed after 20 August 2024.
- (c) Clause 3.1.1 does not apply to Komatsu Employees who work in embedded roles or in roles where they have already accepted to work more than four weeks of night shift in a 12-month period.
- (d) Grandfathered Employees cannot be required to work more than four weeks of night shift in any 12-month period.
- (e) Grandfathered Employees will only work more than four weeks of night shift in a 12-month period where they agree to do so.

- (f) Night shifts worked pursuant to an on-call roster are included in the definition of night shift for the purpose of this clause. For example: Where a Grandfathered Employee who is covered by this clause has, in any 12-month period, worked 2 weeks of night shift, and another 2 weeks of night shift while on call, that Employee will be deemed to have worked 4 weeks of night shift.

### **3.2 Rest Breaks**

- (a) **Meal Breaks – Day Workers**

Day Shift Employees shall be entitled to an unpaid meal break of 30 minutes per day which is to be taken after 5 hours work.

- (b) **Meal Break – Shift Workers**

Afternoon and Night Shift Employees shall be entitled to a paid meal break of 30 minutes duration which will be taken at a time convenient to the business.

- (c) **Tea Break**

All Employees shall receive one paid 20-minute tea break inclusive of wash up time.

- (d) **Overtime Rest Break**

Where overtime is to be worked immediately after the completion of ordinary hours on any shift and the period of overtime is to be more than one and a half hours, an Employee is entitled to a paid rest break of 20 minutes at ordinary hourly rates before starting overtime.

- (e) **Additional Overtime Rest Breaks**

An Employee working overtime is entitled to a paid rest break of 20 minutes after each four hours of overtime worked if the Employee is to continue work after the overtime rest break.

- (f) **Variation to Meal Breaks**

The Company and Employee may agree to any variation of this sub-clause to meet the circumstances of the work in hand provided that the Employer is not required to make any payment in excess of or less than what would otherwise be required under this sub-clause.

- (g) **Paid Meal Break – Embedded Rosters**

Where an Employee in field service or on an embedded roster works a shift of 12 hours or more on the site of an external customer, and the Company is able to recover the full cost of the job including the full cost of the meal break, that Employee is entitled to have their 30-minute meal break paid. This paid meal break does not apply to internal, warranty or rental jobs, or where the work is performed for a related entity of Komatsu Australia Pty Ltd. The break will still be payable if the Employee was prevented from completing the 12 hours only due to Komatsu's fatigue policy.

### 3.3 Overtime

- (a) The Company may require an Employee to work a reasonable amount of overtime at applicable overtime rates.
- (b) All overtime will be paid at the rate of double the Employee's ordinary hourly rate (double time).
- (c) Employees are entitled to a break of ten (10) hours from the time they conclude overtime on one shift and commence work on another shift, with the exception of Call Backs when the time worked is less than 4 hours. Where the Company requires an Employee to resume work without a ten hour break, the Employee will be paid double time until released from duty.
- (d) Upon returning to work after a ten (10) hour break, the regular start of the shift will be recognised as the commencement of the shift. Consequently, the Employee will work reduced hours during the shift without loss of pay.
- (e) Any overtime worked will require authorisation in order for payment.

- (f) **Saturday Overtime**

A Day Worker required to work unrostered overtime on a Saturday shall be provided a minimum engagement of four hours work or paid for four hours at the rate of double time for all overtime hours worked. Employees will receive double time for all overtime worked on Saturdays.

- (g) **Sunday Overtime**

Employees required to work unrostered overtime on Sundays shall be paid for a minimum of four hours work at double time. Employees are entitled to double the ordinary hourly rate for all work performed on Sundays.

- (h) **Public Holidays**

Employees required to work on Public Holidays shall be paid at the rate of double time and one half for all time worked with a minimum payment of 3 hours.

### 3.4 On Call – 24 Hour Coverage

All Field Service Employees may be rostered to be On-Call.

If any changes are required to the On-Call roster, the Field Service Employee must ensure the Supervisor is notified 48 hours prior to such roster change.

On-Call Employees will be supplied with a mobile telephone which they are required to carry at all times when On-Call.

All Field Service Employees filling the On-Call roster will be paid in accordance with Clause 4.1 K4 Classification, and Clause 4.5(e) On-Call Allowance. It is the responsibility of the Field Service Employees to ensure 24 / 7 coverage is available, should the On-Call person become unavailable for any reason other than call out work

commitments, then another Field Service Employee shall take over the call out responsibilities.

The Company may determine how many people are required to fill the On-Call roster at its discretion.

### **3.5 Annualised Salary Employees**

- (a) Employees who work on shift rosters, alternative or lifestyle rosters, continuous shift arrangements, or who work rosters based on the requirements of customers, may be paid an Annualised Salary.
- (b) The Annualised Salary shall constitute a total package and are calculated by taking into account all aspects of work arrangements and entitlements under this Agreement including:
  - (i) Ordinary hours based on an average of 38 hours per week averaged over a 28 day cycle;
  - (ii) Overtime in accordance with the relevant roster;
  - (iii) Penalty Rates for all shift and/or weekend work applicable under the roster;
  - (iv) All applicable allowances;
  - (v) Public Holiday pay; and
  - (vi) Annual Leave loading.
- (c) Annualised Salary Employees may be required to work ordinary hours on any day of the week, plus any reasonable additional hours necessary to complete their roster.
- (d) Clauses 3.1(d)(ii) and 3.1(d)(iv) will not apply to Annualised Salary Employees, who will instead be entitled to the Afternoon or Night Shift penalties of 15% and 30% respectively which will be included in their Annualised Salary.
- (e) Where future Annualised Salaries need to be implemented due to a new roster pattern, the Annualised Salary will be composed of the applicable rates of pay, allowances, and penalties provided by this Agreement, and the Company will ensure that where new annualised salaries are implemented for new rosters, these will be paid at higher rates than the Employee would receive for the same work performed under the Award.
- (f) During the life of this Agreement, Employees on Annualised Salaries will be paid in accordance with the table set out in Appendix 3 which is relevant to their roster, and which sets out the Annualised Salary for each current roster and classification within the business.
- (g) Annualised Salaries may be paid an all-purpose hourly rate which is inclusive of all penalties, allowances, loadings, and other remuneration



payable for their rostered hours.

**Reconciliation**

- (h) At no time during any pay cycle will an employee not receive an aggregate payment which is not at least equivalent to the amount they would have been entitled to under the Agreement if they would not be paid an aggregate payment.
- (i) In this regard the Employer will conduct a reconciliation of annualised salaries every six months to ensure this clause is adhered to.
- (j) If the employer identifies a shortfall in wages during any reconciliation, the Company will immediately process a payment to the Employee for any wages owed.

## PART 4 - REMUNERATION

### 4.1 Rates of Pay

(a) The ordinary hourly rates of pay applicable to Employees covered by this agreement are provided by the following table. For Employees on Annualised Salaries, the ordinary hourly rates in this table have been used to calculate their Annualised Salary:

<b>Tradespeople</b>	<b>FFPPAA* (5.5%)</b>	<b>2025 (5%)</b>	<b>2026 (4.5%)</b>	<b>2027 (4.5%)</b>
K1	\$39.25	\$41.21	\$43.06	\$45.00
K2	\$40.67	\$42.70	\$44.63	\$46.63
K3	\$51.43	\$54.00	\$56.43	\$58.97
K4	\$52.88	\$55.52	\$58.02	\$60.63
K5	\$54.34	\$57.06	\$59.63	\$62.31
<b>Apprentices</b>				
1 <sup>st</sup> Year	\$21.60	\$22.68	\$23.70	\$24.65
2 <sup>nd</sup> Year	\$28.29	\$29.70	\$31.04	\$32.28
3 <sup>rd</sup> Year	\$38.57	\$40.50	\$42.32	\$44.02
4 <sup>th</sup> Year	\$41.14	\$43.20	\$45.15	\$46.95

(b) Adult Apprentices will be paid at the K1 rate until their fourth year, at which point they will be paid the 4<sup>th</sup> Year Apprentice Rate.

### 4.2 Payment of Wages

Wages shall be paid by Electronic Funds Transfer on a fortnightly pay cycle into a bank account nominated by the Employee.

The fortnightly pay cycle commences on Monday and finishes on Sunday, fourteen days later. Pays will be processed every other Tuesday. Should the Company wish to change the pay cycle or the pay day, it will give three (3) months' notice and consult with Employees, who will not unreasonably refuse to accept the changes by way of a majority agreement.

The Company will do its utmost to ensure that all Employees are paid on time. If under any unforeseen circumstances pays are delayed, through no fault of the Employee, the Company will identify and remedy the problem as soon as possible and the Employee will be paid within two (2) days from notification of such a problem.

#### Payroll Deductions

The Company will make deductions from wages for any purpose authorised by an Employee covered by the Agreement. The Employee will be required to complete an Authority to Deduct Form and forward to the Payroll Department.

Employees will provide the Company with a personal email address, so that the Company can forward E-Payslips to the Employee.

### **4.3 Superannuation**

The Company will contribute superannuation payments on behalf of Employees in accordance with the requirements of the Superannuation Guarantee Legislation to a Superannuation fund designated by the Employee, alternatively the Employee may join the Company's default Superannuation Fund (Australian Super) that offers a MySuper Product.

### **4.4 Allowances**

#### **(a) Meal Allowance**

- (i) A Meal Allowance is payable when overtime commences immediately after the completion of ordinary work on a shift and the period of overtime is to be more than 1.5 hours. This clause does not apply if notice of the requirement to work overtime was given to an Employee on the day prior to the working of overtime.
- (ii) An Employee is entitled to a Meal Allowance of \$20.00 on each occasion that the Employee is entitled to a rest break in accordance with Clause 3.3 (Overtime), except in the following circumstances:
  - (aa) if the Employee is a Day worker and was notified no later than the previous day that they would be required to work such overtime;
  - (bb) if the Employee is a Shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
- (iii) If an Employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, they shall be paid the prescribed Meal Allowance for the meal or meals which they have provided but which are surplus.
- (iv) The Company and the Employee may agree to any variation of this sub-clause to meet the circumstances of the work in hand provided that the Employer is not required to make any payment in excess of or less than what would otherwise be required under this sub-clause.

#### **(b) First Aid Allowance**

- (i) Employees who are appointed by the Company to the position of First Aid Officer, and who hold the relevant qualifications, will be paid a First Aid Allowance of \$35 per week.
- (ii) All Employees shall have the opportunity to attend First Aid training courses. First Aid training may be scheduled outside of normal hours and the training course paid for by the Company. Should the

course be scheduled outside of normal hours, Employees will be paid at normal rate of pay.

- (iii) The Company will coordinate First Aid training activities after liaising with the Employees. Wherever possible, the Company will endeavour to organise First Aid training within normal working hours.

**(c) Higher Duty Allowance**

A Higher Duty Allowance of \$1.50 per hour will be payable where a Tradesperson is appointed to act as a Leading Hand or a Team Leader.

**(d) Supervisor Allowance**

A Supervisor Allowance of \$5.50 per hour will be payable where an Employee is appointed to cover a Supervisor.

**(e) On-Call Allowance**

An On-Call Allowance of \$300.00 per week will be paid to Employees who are on the On-Call roster and detailed in Clause 3.4 On Call – 24 Hour Coverage. If an Employee who is On-Call becomes unavailable during their On-Call roster for reasons outside of work commitments, the On-Call allowance for that roster period is not payable.

**(f) Off Site Work Allowance**

No allowance will be payable to Employees required to work Off Site. Instead, the Company will organise for the booking and payment of any accommodation and / or meals for any Employee required to work off Site.

The Company recognises that Employees may be required from time to time to purchase incidental items associated with working Off Site and will reimburse Employees for any reasonable out-of-pocket expenses through the submission and approval of an Expense Claim.

**(g) Electrical Licence Allowance**

An Electrical Licence Allowance of \$100.00 per week will be paid to any Employee employed in the capacity of an Electrician (excluding Auto-Electricians) who holds either a current Qualified Supervisor Certificate for Electrical Work or a current Qualified Contractors Certificate for Electrical Work, issued by the NSW Department of Fair Trading. The Allowance will be paid while the Certificate is current and it is the responsibility of the Employee to demonstrate to the Company that the Licence is current and valid during the course of their employment.

**(h) Workshop Technicians Performing Field Service Work**

A Workshop Technician required to perform Field Service work will be paid at the minimum K4 classification for the duration of Field Service work performed (minimum 1 shift).

**(i) Living Away From Home Allowance**

Any Field Service Technician required to stay overnight will be entitled to receive a \$95.00 per day LAFHA allowance. This allowance is paid in lieu of meal reimbursement.

**4.5 Training**

- (a) Where the Company requires an Employee to undertake mandatory training courses, the Employee's time shall be paid as time worked.
- (b) Where an Employee attends training courses which are approved by the Company, but which are not mandatory, those courses will be paid at single time at the Employee's ordinary hourly rate.
- (c) The Company will reimburse an Employee's course and textbook expenses for training or education where the Company views it is relevant to the business and to the Employee's skill development, provided that the training or education is not offered by the Company, and that both the arrangements, including the timing, and the terms of reimbursement, are agreed upon in advance.

**4.6 Personal Tools**

The Company will cover replacement costs for personal tooling and full tool kits either stolen or destroyed under genuine circumstances. Employees are responsible for locking and securing their tools and vehicles. To be eligible for this insurance, the Employee must provide evidence of their ownership of their tools to the Company through Komserv or otherwise as directed by the Branch Manager. The Employees will be provided with reasonable time to upload their proof of ownership to Komserv and will use their best efforts to ensure that they do so in a timely manner.

## PART 5 - LEAVE

### 5.1 Annual Leave

The Company will provide Employees with Annual Leave entitlements in accordance with the provisions of National Employment Standards.

For full time Day Shift Employees this is the equivalent of 4 weeks leave per annum. This leave accrues on a daily pro-rata basis and is cumulative.

For the purpose of the additional week of Annual Leave as provided for in s.87(1)(b) of the Act, a **shiftworker** is a seven-day shiftworker who is regularly rostered to work on Sundays and Public Holidays. Such shiftworkers are entitled to an additional one (1) week of Annual Leave in accordance with the Act (or a pro-rata amount for any periods so engaged).

Payment for any period of Annual Leave will be on the basis of the ordinary time rate applying to the Employee at the time of taking the leave, plus a 17.5 % Annual Leave Loading.

The Company may direct the taking of Annual Leave in instances where there is a Company Shutdown, for example during the Christmas / New Year period or at other times, up to 2 times per year. Any such direction must be in writing and must be reasonable. The Company will allow Employees to utilise unpaid leave during Company Shutdowns if they have pre-approved Annual Leave at another time in the year.

### 5.2 Personal / Carer's Leave

(a) Personal/carers' leave are provided for in the NES. This clause supplements these entitlements.

(b) Full time Employees are entitled to 10 days of paid personal / carers' leave per annum at their rostered hours.

(c) Personal / Carer's Leave is provided at the commencement of employment, then on the service anniversary for employees each year.

(d) Paid Personal / Carer's Leave accumulates from year to year.

(e) Where a full time or part time Employee has exhausted their paid Carer's Leave entitlement and in the case of Casual Employees, up to two days unpaid Carer's Leave per occasion is available.

(f) Employees are required to promptly notify the Company of any illness or injury that will cause the Employee to be absent from work and the approximate period of that absence. The Company may ask for supporting evidence for Personal / Carer's Leave on each occasion.

(g) Evidence supporting a claim for Personal / Carers Leave required by the Company is as follows:

- (i) Absences greater than one day in duration require the production of a Medical Certificate or Statutory Declaration stating the Employee is unfit to attend work;
- (ii) Single day absences that exceed 2 per year require the production of a Medical Certificate or Statutory Declaration stating the Employee is unfit to attend work.

### **Definition of Personal / Carer's Leave**

Personal / Carer's Leave is:

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

The term "**immediate family**" includes:

- (a) a spouse or defacto partner, child, parent, grand-parent, grand-child or sibling of the Employee; and
- (b) a child, parent, grand-parent, grand-child or a sibling of the Employee's spouse or defacto partner.

### **5.3 Parental Leave**

Employees shall be entitled to Parental Leave in accordance with Komatsu's parental leave policy as varied.

### **5.4 Compassionate Leave**

- (a) An Employee is entitled to a period of up to 2 days of paid Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or

- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

## **5.5 Long Service Leave**

Employees who are not eligible for long service leave under the Black Coal Long Service Leave Scheme will be entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW). At present, the Long Service Leave Act provides the following:

- (a) Long Service Leave will accrue at the rate of 13 weeks for 15 years service.
- (b) After 10 years service, pro-rata entitlement of 8.66 weeks is available, together with pro-rata entitlement on termination for any reason after 10 years.
- (c) Pro-rata Long Service Leave will be paid if an Employee is made redundant after the completion five (5) years continuous service.
- (d) In cases of pressing domestic circumstances, after five (5) years continuous service, the Company shall approve the granting of paid Long Service Leave up to the pro-rated amount due at the time of application. The granting of this leave will be assessed on a case-by-case basis.

### **5.5(A) Coal Mining Long Service Leave**

- (a) Employees who work in coal mines may be eligible to receive long service leave entitlements in accordance with the *Coal Mining Industry (Long Service Leave) Administration Act 1992* (Cth) and associated legislation (the Scheme).
- (b) Komatsu will register eligible employees with the Scheme and will provide long service leave to eligible employees in accordance with the Scheme.

## **5.6 Public Holidays**

### **(a) Entitlement**

Employees shall be entitled to Public Holidays on the following occasions:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday;
- Easter Monday;
- Easter Tuesday (recognised in lieu of any other Union Picnic Day);
- Anzac Day;
- Queen's Birthday;
- Labour Day;
- Christmas Day;
- Boxing Day;
- Any other days gazetted as Federal or State holidays.



**(b) Payment for Public Holidays**

An Employee rostered to work on a public holiday who chooses not to work on the public holiday shall be entitled to 7.6 ordinary hours' pay.

Where an Employee is required to work on a Public Holiday, they shall be paid for all time worked at the rate of double time and one half.

**6.1 Dispute Settlement**

**Dispute Settlement Procedure**

In the event of a dispute arising between the Parties in relation to the employment relationship or the National Employment Standards, the Parties shall follow the following procedure.

An Employee who is a party to the dispute may appoint a representative for the purposes of the steps in this procedure.

**Step 1**

The matter shall be discussed and every effort shall be made to resolve the dispute at the workplace level between the Employee concerned and the appropriate Komatsu Supervisor;

**Step 2**

If any matter remains in dispute after it has been considered jointly by the appropriate Supervisor and by the Employee concerned, the dispute shall then be examined by the officer appointed by Komatsu to deal with industrial matters, who shall attempt to help the parties at the workplace to resolve the matter;

**Step 3**

If the dispute remains unresolved, Komatsu's representative shall ensure that the matter is recorded in writing in pertinent detail while the Employee may notify a representative of their choice of the nature and details of the dispute. The Komatsu representative and the Employee representative shall then make every effort to resolve the dispute.

**Step 4**

If the dispute remains unresolved after Step 3, the matter shall be referred to Fair Work Commission. The matter shall be dealt with by conciliation in the first instance. If the matter cannot be resolved by conciliation, the Parties may jointly or individually seek to have the matter arbitrated. The Parties agree to accept any decision or direction given by the Fair Work Commission in relation to the dispute.

**Work to Continue**

While the procedures specified herein are being followed, all work shall continue normally, unless an Employee has a reasonable concern about an imminent risk to their health or safety. The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.

**6.2 Consultative Committee**

A Consultative Committee will be established for the purpose of discussing matters relating to improving employee experience, industrial relations, and other matters deemed relevant by the Committee.

The Committee shall consist of up to 3 Union Delegates and 3 Company Representatives and will meet quarterly or as regularly as agreed by the Committee.

### **6.3 Individual Flexibility Arrangements**

6.3.1 The Company and an Employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of the terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed; and
  - (ii) allowances.
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

6.3.2 The Company must ensure that the terms of the Individual Flexibility Arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

6.3.3 The Company must ensure that the Individual Flexibility Arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Employee; and
- (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

6.3.4 The Company must give the Employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.

6.3.5 The Company or Employee may terminate the Individual Flexibility Arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Company and Employee agree in writing – at any time.

6.3.6 Where the Company intends to reach any Individual Flexibility Arrangement under this Agreement, the Company must inform in writing, any Union(s) covered by this Agreement of the Company's intent to enter such an arrangement, at least seven days prior to entering that arrangement.

When informing the Union(s) under this sub-clause, the Company must:

- include details of the term(s) of the Agreement and / or incorporated Award(s), and which classification of Employees are proposed to be subject to such an arrangement.
- not disclose the name of any Employee who the Company proposes to be subject to the Individual Flexibility Arrangement, without the consent of that Employee.

For the avoidance of doubt, informing Union(s) under this sub-clause does not mean that those Union(s) must approve or consent to the Individual Flexibility Arrangement.

## **6.4 Workplace Consultation**

6.4.1 This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### ***Major Change***

6.4.2 The Company must notify the relevant Employees of the decision to introduce the major change.

6.4.3 The relevant Employees may appoint a representative for the purposes of the procedure in this term.

6.4.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Company of the identity of the Representative;

the Company must recognise the Representative.

6.4.5 As soon as practicable after making its decision, the Company must:

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

- (b) for the purposes of the discussion – provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.
- 6.4.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 6.4.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 6.4.8 If a term in this Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- 6.4.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
  - (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

***Change to Regular Roster or Ordinary Hours of Work***

- 6.4.10 For a change referred to in sub-clause 6.4.1(b):
  - (a) the Company must notify the relevant Employees of the proposed change; and
  - (b) sub-clauses 6.4.11 to 6.4.15 apply.
- 6.4.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 6.4.12 If:
  - (a) a relevant Employee appoints, or relevant employees appoint, a Representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Company of the identity of the Representative;the Company must recognise the Representative.

6.4.13 As soon as practicable after proposing to introduce the change, the Company must:

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

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



6.4.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

6.4.16 In this term:



relevant Employee means the Employees who may be affected by a change referred to in sub-clause 6.4.1.

## 6.5 AUTHORISED SIGNATORIES

### Signed for and on behalf of the Company:

Name: Fiona McBain  
Position: P&C Manager, Central Region and Business Support  
Address: 50-60 Fairfield Street, Fairfield East NSW 2165  
Signature:   
Witness Name: Maki Danalis  
Witness Signature:   
Date: 29 November 2024

### Signed for and on behalf of the Mining and Energy Union:

Name: Michael Taggart  
Position: District Vice President  
Address: 67A Aberdare Road, ABERDARE, NSW, 2325  
Signature:   
Witness Name: Kellie Sheehan  
Witness Signature:   
Date: 26 November 2024

### Signed for and on behalf of the NSW Branch of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers Union

Name:  
Position:  
Signature:  
Witness Name:  
Witness Signature:  
Date:

## **Schedule 1 – Agreement Classifications**

### **COVERAGE:**

Appendix 1 – Agreement Classifications provides for Employees Covered by this Agreement.

The Company reserves the right to consider any relevant qualifications and experience when assessing the classification level of an Employee and may in appropriate circumstances commence or advance an employee to any classification level.

### **DEFINITION:**

#### **K1 – Adult Apprentice**

An Adult who is undertaking an apprenticeship to become qualified as a tradesperson.

#### **K2 – Trades Assistant**

A Trades Assistant provides support to tradespersons in the performance of their duties, but is not trade qualified or undertaking an apprenticeship to become qualified as a tradesperson.

#### **K3 – Workshop Technician**

An employee who holds a trade qualification in a field such as Boilermaking, Electrical work, Auto Electrical work, Fitting, Mechanics, or other trade deemed acceptable by the business for employment at this level, and who performs their duties within the workshop environment.

#### **K4 – Field Service Technician**

An Employee who holds a trade qualifications of a K3 Workshop Technician but who performs their duties on customer sites.

#### **K5 – Leading Hand**

An Employee who holds a trade qualification and is appointed to supervise other trade qualified Employees.



**Schedule 2 – Excess Fares and Travel:**

- (a) Where an employee is required to start or finish work at a job away from the employee’s usual workplace, the employee is entitled to be paid an Excess Fares and Travel Allowance which is determined by which Zone the site falls into in accordance with the table below. For sites further than Zone E, the Excess Fares and Travel Allowance is calculated on time reasonably spent travelling from the branch to the site. The allowance will increase at the anniversary of the approval of the agreement each year in accordance with the following table. The amounts payable are as follows:

Zones	Allowance Each Way			
	Year 1	Year 2	Year 3	Year 4
A	\$0			
B	\$12	\$12.60	\$13.17	\$13.76
C	\$19	\$19.95	\$20.85	\$21.79
D	\$38	\$39.90	\$41.70	\$43.57
E	\$75	\$78.75	\$82.29	\$86.00
Allowance Per Hour				
Further than Zone E:	\$79.32	\$83.28	\$87.03	\$90.95

- (b) The Zones of current sites are listed in the following table:

Site	Zone
Mount Thorley Warkworth	A
Hunter Valley South	A
Bulga	B
UWJV***	C
Hunter Valley North	D
Ravensworth	D
Ashton Coal	D
Bayswater	D
Liddel Power Station	D
Thiess Mac	E
Mount Arthur Coal	E
Bengalla	E
Thiess MPO	E
Mangoola	E

\*\*\* UWJV is at a distance which would otherwise classify it as Zone A, however, it has been agreed that UWJV will be treated as an exception and will be paid as Zone C in accordance with the table above.

- (c) Where an Employee is required to work on a new site which isn’t listed in the table above, the Excess Fares and Travel allowance payable will be determined by the distance of the new site from the Mount Thorley branch in accordance with the principles used to establish the table in paragraph (b) above. That is, the site will be allocated a Zone from A to E or further depending on how its distance from the branch corresponds to existing sites. For example, a site which is the same distance from the Branch Office as Liddel Power Station will be classified as Zone D and paid

accordingly.

**Schedule 3: Annualised Salary Tables**

1. The below Annualised Salary tables show the total Annualised Salary payable for the roster for the life of this agreement, with the exception of allowances (such as excess fares travel and electrical).

- (a) All rosters include annual leave loading, and 80% of Public Holidays worked, unless specifically excluded.
- (b) The rosters below compensate employees for all amounts payable for working the rostered hours including payment for ordinary hours, overtime built into the roster, penalty rates, shift loadings, weekend penalties, etc, with the exception of allowances.
- (c) For administrative ease, Annualised Salaries pursuant to the tables below may be expressed as an all-in rate for rostered hours on Employee payslips which will be the amount payable according to the tables below divided by the hours worked in the pay period. This amount will exclude allowances (such as the electrical allowance) which will appear separately.
- (d) Where Employees are required to work overtime in excess of their rostered hours, they will receive the overtime rate payable in accordance with clause 3.3 which will apply to the ordinary hourly rate for the Employee’s K Rate in accordance with clause 4.1.

**2. Annualised Salaries Per Roster**

**Roster 1: Even Time Day-Only Rosters based on 12 hours per shift (7D7O/6D6O/4D5O5D4O5D5O, etc):**

<b>Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
K1	\$119,132.79	\$125,090.19	\$130,718.38	\$136,601.38
K2	\$123,443.12	\$129,615.58	\$135,447.62	\$141,543.63
K3	\$156,102.33	\$163,907.60	\$171,283.77	\$178,991.19
K4	\$160,503.37	\$168,528.79	\$176,112.88	\$184,037.40
K5	\$164,934.98	\$173,181.58	\$180,974.62	\$189,118.27

**Roster 2: Even Time Day-Night Rosters based on 12 hours per shift (7D7O7N7O/6D6O6N6O 2D3N4O3D2N5O2D2N3O, etc):**

<b>Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
K1	\$127,597.50	\$133,977.88	\$140,006.63	\$146,307.52
K2	\$132,214.62	\$138,825.35	\$145,072.21	\$151,600.38
K3	\$167,193.60	\$175,553.33	\$183,453.38	\$191,709.15
K4	\$171,907.54	\$180,502.71	\$188,625.98	\$197,114.13
K5	\$176,654.10	\$185,486.75	\$193,833.23	\$202,555.81

## **Schedule 4 – Workplace Delegates Rights**

### **1. Workplace Delegates' Rights**

- (a) Clause 1 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
- (b) Definitions for the purpose of this clause:
  - (i) Employer means the employer of the workplace delegate;
  - (ii) Delegate's organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected; and
  - (iii) Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- (c) Before exercising entitlements under clause 1, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- (d) An employee who ceases to be a workplace delegate must give written notice to the employer as soon as practicable.
- (e) **Right of Representation**

A workplace delegate may represent the industrial interests of eligible employees in matters including but not limited to:

  - (i) Consultation about major workplace change;
  - (ii) Consultation about changes to rosters or hours of work;
  - (iii) Resolution of individual or collective grievances or disputes;
  - (iv) Performance management and disciplinary processes;
  - (v) Enterprise bargaining; and
  - (vi) Any process or procedure in which employees are entitled to be represented.

**(f) Entitlement to Reasonable Communication**

- (i) A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of the employees under clause 1(e). This includes discussing membership of the delegate's organisation with the employees and consulting the delegate's organisation in relation to matters in which the workplace delegate is representing employees.
- (ii) A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

**(g) Entitlement to Reasonable Access to the Workplace and Workplace Facilities**

The employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the employer does not have them:

- (i) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (ii) a physical or electronic noticeboard;
- (iii) electronic means of communication that are ordinarily used by the employer to communicate with eligible employees in the workplace;
- (iv) a lockable filing cabinet or other secure document storage area; and
- (v) office facilities and equipment including printers, scanners, photocopiers and wi-fi.

**(h) Entitlement to Reasonable Access to Training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and 5 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (i) The employer is not required to provide the 5 days or 1 day of paid time during normal working hours, to more than two workplace delegates per 50 eligible employees.
- (ii) A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered or required to work on a day on which the delegate is absent from work to attend the training.
- (iii) The workplace delegate must give the employer as much notice as is practicable, and not less than 5 weeks' notice, of the dates, subject matter and the daily start and finish times of the training.
- (iv) The workplace delegate must, on request, provide the employer with an outline of the training content.

- (v) The employer must advise the workplace delegate as soon as is practicable, and not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (vi) The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

**(i) Exercise of Entitlements under clause 1**

- (i) A workplace delegate's entitlements under clauses (e) to (g) are subject to the conditions that the workplace delegate must:
  - (aa) comply with their duties and obligations as an employee;
  - (bb) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (cc) not hinder, obstruct or prevent the normal performance of work; and
  - (dd) not hinder, obstruct or prevent employees exercising their rights to freedom of association.
- (ii) Clause 1 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (iii) Clause 1 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE 1: Under section 350A of the Act, the employer must not: (a) unreasonably fail or refuse to deal with a workplace delegate; or (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 1.

NOTE 2: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 1.