



KOMATSU FORKLIFT AUSTRALIA PTY LTD

PERTH ENTERPRISE AGREEMENT 2024

CONTENTS

1	TITLE	3
2	PARTIES AND PERSONS BOUND AND COVERED	3
3	TERM OF THE AGREEMENT.....	3
4	INCORPORATION OF AWARD PROVISIONS.....	3
5	NATIONAL EMPLOYMENT STANDARDS.....	3
6	OBJECTS.....	3
7	DEFINITIONS	4
8	NO EXTRA CLAIMS	4
9	EMPLOYMENT ARRANGEMENTS.....	4
10	HOURS OF WORK.....	6
11	WAGES AND RELATED MATTERS.....	10
12	OVERTIME	11
13	SHIFT PENALTIES.....	12
14	WEEKEND AND PUBLIC HOLIDAY WORK.....	12
15	TERMINATION OF EMPLOYMENT	13
16	REDUNDANCY.....	14
17	LEAVE	15
18	PUBLIC HOLIDAYS	18
19	UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT	18
20	WORK HEALTH AND SAFETY.....	19
21	CONSULTATION AND CHANGE	19
22	CONSULTATIVE COMMITTEE.....	21
23	DISPUTE RESOLUTION PROCEDURE	22
24	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	23
25	CLASSIFICATION REVIEW	24
26	NEGOTIATION OF NEW AGREEMENT	24
27	SCHEDULE A - CLASSIFICATIONS & DEFINITIONS.....	25
28	SCHEDULE B - AUTHORISED SIGNATORIES.....	28
29	SCHEDULE C - FAIR WORK INFORMATION STATEMENT	29

1 TITLE

This Agreement shall be known as the Komatsu Forklift Australia Pty Ltd Perth Enterprise Agreement 2024.

2 PARTIES AND PERSONS BOUND AND COVERED

- 2.1 Komatsu Forklift Australia Pty Ltd ABN 71 080 792 730 (hereinafter referred to as “the Company”).
- 2.2 Employees of Komatsu Forklift Australia Pty Ltd who work at 42 Wildfire Road, Maddington WA 6109. Employed in the classifications contained in Schedule A performing work covered by the Manufacturing and Associated Industries and Occupations Award 2020, as amended (hereinafter referred to as “the Employees”).

3 TERM OF THE AGREEMENT

- 3.1 This Agreement shall commence to operate 7 days after the date upon which it is approved by the Fair Work Commission, and shall have a nominal expiry date 3 years after the date of commencement of operation.
- 3.2 This Agreement shall continue to operate after its nominal expiry date until terminated or replaced.

4 INCORPORATION OF AWARD PROVISIONS

- 4.1 The Manufacturing and Associated Industries and Occupations Award 2020 (the “Award”) as varied from time to time, is incorporated into and forms part of this Agreement.
- 4.2 In the event of an inconsistency between an express provision of this Agreement and a provision of the Award, the provision of this Agreement shall prevail to the extent of any inconsistency.

5 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.

6 OBJECTS

The objects of this Agreement include the following:

- 6.1 promoting job security, fairness, effective workplace representation and training for Employees;
- 6.2 enhancing the safety of the Company’s operations;

6.3 enhancing the productivity and efficiency of the Company's operations; and

7 DEFINITIONS

“**Act**” means the *Fair Work Act 2009* (Cth).

“**Award**” means the Manufacturing and Associated Industries and Occupations Award 2020, as amended from time to time.

“**Company**” means Komatsu Forklift Australia Pty Ltd ABN 71 080 792 730

“**FWC**” means the Fair Work Commission.

“**NES**” means the National Employment Standards contained in the *Fair Work Act 2009*.

“**Ordinary hourly wage rates**” means the ordinary hourly rates specified in clause 11 for the classifications contained in the clause.

“**Parties**” means Komatsu Forklift Australia Pty Ltd and Employees.

“**Employee**” means a person employed by Komatsu Forklift Australia Pty Ltd and who is covered by this Agreement and Employed in the classifications contained in Schedule A of this Agreement.

“**Union**” means the Australian Manufacturing Workers' Union (AMWU).

8 NO EXTRA CLAIMS

The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

9 EMPLOYMENT ARRANGEMENTS

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

9.2 Employees may be engaged on a fixed term basis where the employment is for a specified period of time, which period is known at the commencement of the contract; or for a specified task such as a project or replacement of an absent employee.

9.3 Each employee shall receive a written contract of employment confirming their employment category status at the time of engagement.

9.4 Where practicable, the Company will offer additional hours or shifts to permanent employees in the first instance, followed by casual employees, before offering them to any labour-hire employees.

9.5 Full time employment

- (i) All Employees not specifically engaged as a part time or casual Employees shall be engaged as full time Employees.

- (ii) A full time Employee is an Employee who is engaged to work an average of 38 ordinary hours per week over the relevant roster cycle.

9.6 Part time employment

- (i) A part time Employee is one who is rostered to work:
 - (i) less than 7.6 hours on a given shift; or
 - (ii) less than an average 38 hours in a week over the relevant roster cycle.
- (ii) Part time employees receive on a pro rata basis equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (iii) On the commencement of employment, the Company and the part time Employee will agree on the hours and days each week that the Employee will work.
- (iv) A part time employee will 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 for no less than 3 consecutive hours per day or shift.
- (v) Part-time employees will have a reasonably predictable number of hours of work in accordance with a roster.
- (vi) The arrangements for working hours and days, classification and period of part time employment will be specified in the Employee's contract of employment. The Company and the Employee may vary these arrangements by written agreement.

9.7 Casual employment

- (i) A casual Employee's ordinary hours of work are the agreed hours to be worked on any specific engagement or 38 hours per week. For clarification, a casual Employee is entitled to the benefits of the overtime provisions in clause 12, but only in circumstances where the Employee is required to perform work beyond the hours agreed for any specific engagement or beyond 38 hours in any week.
- (ii) On each occasion a casual Employee is required to attend for work the Employee shall be engaged and paid for a minimum 4 hours work, provided that in order to meet their personal circumstances a casual Employee may request and the Company may agree to an engagement for no less than 3 consecutive hours.
- (iii) For each hour worked, a casual Employee will be paid no less than the applicable ordinary hourly wage rate for their classification, plus a casual loading of 25%.

- (iv) Shift penalties are not payable where casual employees receive penalty rates for working overtime, weekends or public holidays.
- (v) The casual loading is paid in lieu of annual leave, personal/carer's leave, disaster leave, redundancy benefits, public holidays and the other attributes of full-time or part-time employment, except as otherwise provided by applicable legislation.
- (vi) In the case of casual Employees, each period of work is a separate engagement and there is no expectation of or commitment to further engagements or ongoing employment.

9.7.1 Casual Conversion

- (a) Offers and requests for casual conversion will apply in accordance with the NES.
- (b) Disputes about casual conversion may be addressed in accordance with the dispute resolution procedure in this Agreement.

9.8 Probation period

- (i) Employees who commence employment other than as a casual employee on or after the commencement date of this Agreement will serve a probation period of 6 months.
- (ii) An Employee will not be subject to a probation period where that Employee commences full time or part time employment having at that time been employed directly by the Company as a casual on a regular and systematic basis for at least 6 months.
- (iii) If an Employee is not terminated during probation, at the expiry of the probation period the Employee will be deemed to have satisfactorily completed probation and the employment will continue subject to the provisions of this Agreement.

10 HOURS OF WORK

10.1 Definitions

For the purposes of this Agreement:

“Day shift” means a shift starting at or after 6am and finishing at or before 6pm.

“Afternoon shift” means a shift finishing after 6.00 pm and at or before midnight.

“Night shift” means a shift finishing after midnight and at or before 8.00

am

“Saturday shift” means a rostered shift that commences at or after midnight Friday and before midnight Saturday.

“Sunday shift” means a rostered shift that commences at or after midnight Saturday and before midnight Sunday.

“Public holiday shift” means a rostered shift that commences at midnight of the day immediately preceding a public holiday, or later at any time before midnight on the public holiday.

10.2 **Saturday, Sunday and public holiday night shifts**

For the identification of a Saturday, Sunday or public holiday night shift for the purposes of payment arrangements, the day on which the shift commences is the day of that shift. For clarification, when a shift commences at 10.00 pm on Saturday and completes at 6.00 am on Sunday, the payment for the entire shift will be calculated on the basis of rates, penalties and allowances applicable to a Saturday shift and not a Sunday shift.

10.3 **Ordinary hours and shifts**

- (a) The ordinary hours of work of full time Employees shall be an average 38 hours per week but not exceeding 152 hours in 28 days.
- (b) Employees may be required to work reasonable overtime in accordance section 62 of the *Fair Work Act 2009* (Cth).
- (c) Employees will cease work at the completion of the ordinary hours of work for the day, unless overtime is required.
- (d) Employees will not work overtime unless they are first authorised to do so.
- (e) The ordinary hours of work for day workers will not exceed 7.6 per day unless otherwise agreed in accordance with this Agreement.
- (f) The ordinary hours of work of part time Employees shall be less than an average 38 hours per week over the relevant roster cycle to be worked on any of the days Monday to Sunday each week, as agreed in writing between the Company and the Employee.
- (g) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- (h) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.

- (i) An Employee who works ordinary hours on Saturdays and / or Sundays shall be paid in accordance with clause 12 Shift Penalties for the hours worked.
- (j) Under this Agreement, a person engaged to perform shift work on a rotating roster covering 24 hours each day over seven days each week including Saturdays, Sundays and public holidays and who is regularly rostered to work those shifts is a shift worker for the purposes of the NES.
- (k) Start times for day workers may be staggered and rosters may include, but not be limited by, the following start and finish times:
 - 6am to 2:30pm;
 - 7:30am to 4pm; and
 - 9:30am to 6pm.

10.4 **Start Times**

Time taken to travel to the Customer's premises, to allow an on-site start at the nominated start time, which is in excess of the time normally taken by the Service person to travel from his usual place of residence to the branch will be paid at the employee's ordinary rate of pay. The same conditions would apply when travelling from the Customer's premises at the end of the day.

10.5 **Methods of arranging ordinary working hours**

- (a) The Company reserves the right to change the rosters, and/or hours of work of employees by Agreement with a majority of the employees in the enterprise or part of the enterprise concerned. Agreement in this respect may also be reached with individual employees.
- (b) Nothing in this Agreement restricts the ability of the Company and an employee to mutually agree on ordinary hours of work and rosters.
- (c) Where agreement cannot be reached about changes to rosters, shifts, or hours of work, the Company may implement a change providing it has consulted in accordance with clause 23 of this Agreement and provided the relevant employees with two weeks' notice.
- (d) At the discretion of the Company, ordinary hours of work may be arranged to allow employees to accrue rostered days off ('RDOs').
- (e) Where RDOs are implemented in accordance with 10.4(d), employees will work 8 hours per day of which 0.4 hours per day (or two hours per week on a 40 hour work week) will accrue towards an RDO.
- (f) Employees who take an RDO will be paid 7.6 hours per RDO which will be deducted from their accrued RDO hours.
- (g) Employees will be able to accrue a maximum of 12 RDOs, after which each RDO accrued in excess of 12 days will be cashed out at 7.6 hours ordinary time.
- (h) Employees can cash out their RDOs or elect to salary sacrifice their cashed out RDO

payments into their superannuation fund.

- (i) Employees who seek to take an RDO are required to apply using the Company's leave approval process.

10.6 **Call Outs**

- (a) Field employees may be required to participate in a call-out roster system.
- (b) Employees may be rostered to be on-call for a period of one week, during which time they are expected to respond to requests for after-hours call-outs.
- (c) The Company will normally post the call-out roster 6 weeks in advance. Employees may swap with each other by mutual agreement and with the Company's consent on the understanding that all arrangements and responsibilities for the call-out coverage remain that of the employee listed on the roster.
- (d) Employees will receive a \$200 per week allowance each week they are rostered for call outs. If any call outs are not actioned by the on call technician the allowance will not be paid unless the technician can demonstrate a valid reason as to why the call was not actioned, or why the call was passed to another technician not on call.

10.7 **Breaks**

- (i) An employee who works more than five hours in one day is entitled to one paid meal break of 20 minutes which shall be counted as time worked. The meal break should be taken in the first five hours of work, or if this is not reasonably practicable, at a time which is operationally convenient.
- (ii) Each employee rostered who works 7.6 hours or more is entitled to take a meal break per shift of 30 minutes, which shall be unpaid.

10.8 **Overtime Meal Break and Allowance**

Where overtime is to be worked immediately prior to the commencement or after the completion of 7.6 or more ordinary hours on a day or shift, and the period of overtime is to be 2 hours or more, an employee is entitled to a meal break of 20 minutes to be paid at the rate of pay applying to the employee for the ordinary hours of work on that day. On each occasion an employee is entitled to a meal break in accordance with this clause, an overtime meal allowance of \$15.59 is payable, unless the employee has been given 24 hours' notice of the requirement to work overtime, in which case the overtime meal allowance is not payable.

10.9 **Working Away From Home Allowance**

Where an employee works three consecutive days or more away from home. Then that employee shall be entitled to a 10% loading on their gross weekly wage for the period they worked away from home.

WAGES AND RELATED MATTERS

11.1 Wages Table:

Effective 1 May 2023, employees shall be paid no less than the following rates of pay which shall be known as the Company Base Rate of Pay. The Company Base Rate of Pay incorporates the ordinary hourly rate, and is inclusive of amounts previously paid for company margin, trade skills, and proficiency:

The Company Base Rate of Pay excludes; tool, years of service, leading hand, pink slip and first aid allowances.

K1 T/A	K2	K3	K4	K5	K6	K7	K8
\$30.00	\$40.14	\$41.55	\$42.96	\$44.37	\$45.78	\$47.18	\$50.00

11.2 The following wage increases shall be payable to each employee covered by this agreement in the following circumstances:

- (i) If the branch service department achieves its net profit target in full for the period April 2025 to March 2026, employees will receive a 1.5% increase to the Company Base Rate of Pay in April 2026.
- (ii) If the branch service department achieves its net profit target in full for the period April 2026 to March 2027, employees will receive a 1.5% increase to their Company Base Rate of Pay in April 2027.

11.3 Profitability Bonus

In each year of the agreement, each Employee who has been employed with the Company for a minimum of 12 months shall be paid a one-off bonus payment if the yearly net profit for the service department exceeds budget as follows:

- (i) If the yearly net profit exceeds 15% of budget, \$1000; or
- (ii) If the yearly net profit exceeds 25% of budget, \$1500.

11.4 Years of Service Allowance

- (a) All existing years of service allowances will be reset to zero, and from the approval date of this agreement, employees will only receive a years of service allowance in accordance with this clause.
- (b) In addition to the Company Base Rate, employees will receive an allowance when working their ordinary hours of work in accordance with the following table:

Period of continuous service	Allowance per week
4 years or less	\$3.00
Over 4 years (capped at 20 years)	\$2.00

- (c) Apprentices will be entitled to receive a years of service allowance in accordance

with clause 11.4.

11.5 Apprentices

Adult Apprentices shall be paid an additional \$2 per hour over the applicable award hourly rate.

All other apprentices shall be paid an additional \$0.50 per hour over the applicable award hourly rate.

11.6 Payment of wages

- (i) Wages shall be paid fortnightly by electronic funds transfer to the Employee's nominated financial institution.
- (ii) If the day on which Employees are usually paid falls on a public holiday, payment of wages in that week will be made on the working day prior to the public holiday, but where this is not possible payment may be deferred until the next working day (but only where this is the day immediately after the public holiday).

11.7 Superannuation

- (i) The Company will make superannuation contribution payments on behalf of Employees in accordance with the requirements of the Superannuation Guarantee Legislation.
- (ii) The payments shall be made by the Company on the Employee's behalf to a complying superannuation fund of the Employee's choice, provided that where the Employee does not nominate a fund of choice, the payments shall be made to the Company's default superannuation fund that offers a MySuper product.

12 OVERTIME

12.1 The Company may require an employee to work reasonable overtime. Overtime will be paid in accordance with this clause.

12.2 Overtime payments will be calculated using the ordinary hourly rates referred to in Clause 11.

12.3 All work performed by full time and part time Employees outside of their ordinary hours will be overtime and will be paid for at the rate of time-and-one-half for the first two hours, and double time thereafter.

12.4 All work performed beyond the agreed hours on any day or beyond 38 hours in any week by a casual Employee will be overtime and paid at the rate of time-and-one-half for the first two hours, and double time thereafter.

- 12.5 Saturday overtime rates will be time and a half for the first two hours, and double time thereafter for all hours worked.
- 12.6 Sunday overtime rates will be double time for all hours worked.
- 12.7 Public holiday overtime rates will be double time and a half for all hours worked.
- 12.8 There shall be a minimum 8 hour break between the completion of one shift and the commencement of another. Where an employee commences work without having been granted an 8 hour break the Employee will be entitled to payment of overtime rates until released from work.
- 12.9 Overtime rates payable under this agreement shall be in substitution for, and not cumulative upon shift penalties; and not applicable to ordinary hours worked on a Saturday or Sunday.

13 SHIFT PENALTIES

- 13.1 Employees working on an afternoon or night shift except on a Saturday, Sunday or public holiday shift, shall be paid a loading on their ordinary hourly rate referred to in clause 11 as follows:

Night shift:	30%
Afternoon shift:	17.5%

- 13.2 Employees who are required to work ordinary hours on a Saturday, Sunday or Public Holiday shall be paid a loading on their ordinary hourly rate referred to in clause 11 as follows:

Saturday:	50%
Sunday:	100%
Public Holiday:	150%

- 13.3 Shift penalties outlined in this clause are not applicable when overtime rates are being paid in accordance with clause 12.

14 WEEKEND AND PUBLIC HOLIDAY WORK

An Employee required to work a weekend or public holiday will be provided with at least four hours' work or be paid for four hours at the rate applicable under this agreement.

14.1 Casuals

- (i) If a casual Employee is required to work on a Saturday, Sunday or public holiday, they shall be paid as follows:
 - (i) Saturday: time and one half the casual ordinary hourly wage rate for all hours worked;

- (ii) Sunday: double time the casual ordinary hourly wage rate for all hours worked; and
 - (iii) Public holiday: double time their ordinary hourly wage rate for all such hours worked.
- (ii) Where a casual employee receives a penalty rate for working a weekend or public holiday in accordance with clause 14.1, that penalty rate will apply to the casual ordinary hourly rate as defined by the Award.

15 TERMINATION OF EMPLOYMENT

15.1 Termination by the Company

- (i) In order to terminate the employment of an Employee the following period of notice will apply:

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

- (ii) In addition to the notice in (i) above Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (iii) Payment in lieu of the prescribed notice in (i) and (ii) above may be made if the Company does not require the Employee to work during the appropriate notice period. Employment may be terminated by the Employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- (iv) The period of notice in this clause does not apply to casual Employees, in which case the notice required is one hour.

15.2 Termination by an Employee

- (i) An employee may terminate their employment with the Company at any time by providing the notice period referred to in 15.1 (i) above.
- (ii) The Company may make a payment in lieu of the whole or part of the notice period referred to in 15.1 (i) above.

15.3 Recovery of overpayments on termination

Subject to the Act and any other applicable legislation, the Company may deduct from any wages due to an employee on the termination of their employment

any amounts which the Employee then owes to the Company including:

- (i) overpayments of wages; and
- (ii) any other amounts owing for which the employee has provided the Company with a written authority to deduct.

16 REDUNDANCY

16.1 A redundancy occurs where the Company decides that it no longer requires the position that an Employee has been doing to be done by anyone and that decision leads to the termination of the Employee's employment.

16.2 In a redundancy situation the Company will:

- (i) undertake consultation in accordance with clause 23;
- (ii) in consultation with the affected employee(s) and if required by the employee(s), their appointed representative, explore opportunities for suitable alternative employment for the affected Employee(s);
- (iii) provide such re-training or outplacement support to the employee(s) as may be reasonable in the circumstances; and
- (iv) provide the Employee(s) with reasonable paid time off work to seek alternative employment.

16.3 In the event that a redundancy occurs, the affected Employee will be entitled to severance payments calculated as below:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years' service or more	3 weeks' pay for each year of service, capped at a maximum of 52 weeks' pay.

16.4 An Employee will not be entitled to receive a severance payment if the Company obtains for them suitable alternative employment. For the avoidance of doubt, such suitable alternative employment can include employment with an employer other than the Company but only in circumstances where the new employer recognises all previous service of the employee with the Company and all employee entitlements are transferred with the employee to the new employer.

16.5 The severance payment in clause 16.3 is:

- (i) in addition to notice or payment in lieu of notice in accordance with clause 15 of this Agreement;
- (ii) in addition to payment for any accrued but untaken leave or days which are payable on termination;
- (iii) not payable to casual employees, or to employees who have been engaged for a specific period of time or for a specific task or tasks; and
- (iv) in substitution for any payments prescribed by the NES in respect of redundancy, provided that entitlements provided by this Agreement shall not be less than those provided by the NES.

17 LEAVE

17.1 Annual leave

(i) Entitlement

Employees are entitled to four weeks' paid annual leave to be paid in accordance with the NES unless those employees are defined as shiftworkers in accordance with clause 10.3 of this Agreement, in which case they will receive 5 weeks of annual leave.

(ii) Direction to take annual leave

The Company may direct an employee to take annual leave, provided that:

- (i) The employee has accrued more than 8 weeks of annual leave; and
- (ii) The direction is reasonable considering the employee's personal circumstances and wishes; and
- (iii) the direction does not result in the Employee having a balance of accrued annual leave of less than the amount of annual leave that the Employee would accrue in 1 year.

(iii) Cashing out annual leave

An employee may cash out accrued annual leave in accordance with the clause, provided that any minimum conditions specified by the NES are met. For clarification:

- (i) the Company and an employee may agree on reasonable conditions as to when and to what extent an employee may cash out annual leave, provided that any cashing out of annual leave must comply with the NES;
- (ii) payment in lieu of annual leave will be calculated on the full amount that would have been payable to the Employee had the Employee taken the leave in respect of which payment is made;

- (iii) The Company will not agree to an employee's request to cash out annual leave if it would result in the Employee's accrued annual leave entitlements being less than 4 weeks.

(iv) **Annual leave loading**

Employees will receive annual leave loading of 17.5%; provided that if an employee would have received a shift loading for the period for which leave is taken which is higher than 17.5%, the Employee will receive an annual leave loading at that higher amount.

17.2 Personal / carer's leave

- (i) For each year of service, an employee, other than a casual employee, is entitled to 10 days of paid personal/carer's leave in accordance with the NES.
- (ii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee) according to the employee's ordinary hours of work, and accumulates from year to year.

17.2.1 An employee may take paid personal/carer's leave if the leave is taken:

- (a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) 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:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (iii) An employee must provide notice of the taking of the leave.
- (iv) The notice:
 - (i) Must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) Must advise the employer of the period, or expected period, of the leave.
- (v) An employee who has given notice of the taking of personal / carer's leave must, if required by the Company, provide evidence in the form of a medical certificate from a registered health practitioner or a statutory declaration stating that the employee was unable to attend for duty on account of personal illness, on account of injury, or for a purpose which would authorise the taking of personal / carer's leave.

17.3 Compassionate Leave

An employee is entitled to 2 days of Compassionate leave per year as per the NES.

17.4 Parental Leave

Parental leave entitlement is as per the NES.

17.5 Long Service Leave

Long service leave entitlement is per relevant applicable legislation.

17.6 Family and Domestic Violence Leave

An employee is entitled to Family and Domestic Violence Leave in accordance with the provisions of the NES.

17.7 Community Service Leave

An employee is entitled to Community Service Leave in accordance with the provisions of the NES.

17.8 Disaster leave

- (i) In this subclause, “**Natural Disaster**” means an extreme weather event or other natural occurrence which results in the relevant government minister or authority declaring the area in which the Employee lives and/or works to be a natural disaster zone.
- (ii) If an employee is unable to attend work due to a Natural Disaster, they are entitled to paid leave of up to 5 days. Payment for the leave will be at the Employee’s base rate of pay.
- (iii) In addition to any leave available to the Employee under this clause 16.6, the Employee will be entitled to take any accrued annual leave for any period for which the Natural Disaster prevents them from attending for work.
- (iv) In this clause, being “unable to attend work” includes the Employee requiring time to attend to the consequences of the Natural Disaster, such as performing emergency work on their home and the like.
- (v) The Company may request an employee to provide evidence that any absence for which leave is sought under this clause was caused by the Natural Disaster.
- (vi) A part-time Employee will be entitled to leave under this clause on a pro rata basis.
- (vii) A casual Employee will not be entitled to leave under this clause 16.6 unless the Employee:
 - (i) works an average of 38 hours per week; and
 - (ii) has been employed by the Company on a regular and systematic basis for at least 6 months.

18 PUBLIC HOLIDAYS

18.1 The following days are public holidays and Employees not required for work on public holidays shall be entitled to the day off work without loss of payment for ordinary hours at ordinary hourly wage rates or annualised wage rates as applicable:

New Years
Australia Day
Labour Day
Good Friday
Easter Monday
Anzac Day
Western Australia Day
King's Birthday Christmas
Day Boxing Day

18.2 This clause does not apply in the case of casual Employees.

18.3 If for any of the above public holidays another day is proclaimed or substituted for that public holiday either generally or in a specific locality, the substituted day shall be observed as the public holiday and the original holiday shall be worked normally.

19 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

19.1 The Company will provide Employees with appropriate uniforms, protective clothing and personal protective equipment (PPE) for the work the Employees are performing.

19.2 The Employees will wear the uniforms and protective clothing provided to them.

19.3 The Employees will utilise any PPE provided to them by the Company. However, if a Employee has an objection to doing so, the objection will be dealt with in accordance with the dispute resolution procedure in clause 23.

19.4 Employees will not alter, modify or change the appearance of uniforms, protective clothing and PPE provided to them by the Company in any manner contrary to operating instructions or training or in a manner which is likely to affect the performance of that clothing or PPE. Employees will not alter, modify or change the appearance of uniforms provided to them by the Company in a manner or to an extent which would hinder or deface Company identification.

19.5 Employees will keep all uniforms, protective clothing and PPE in a clean, neat and tidy condition.

19.6 Uniforms and protective clothing will be replaced by the Company on a fair wear and tear basis. In such circumstances, new clothing will be exchanged for the worn items.

20 WORK HEALTH AND SAFETY

- 20.1 The Company will provide Health and Safety Representatives access to reasonable facilities to perform their duties.
- 20.2 Health and Safety Representatives will have the right to nominate their own provider of Health and Safety Representative training, subject to the requirement that the training provider is duly accredited in accordance with relevant legislation and regulations.
- 20.3 The Company will ensure that at least one person trained in first aid is available at each shift.

21 CONSULTATION AND CHANGE

21.1 This clause applies if the Company:

- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

21.2 For a major change referred to in clause 21.1 (i):

- (i) The Company must notify the relevant Employees of the decision to introduce the major change; and
- (ii) subclauses 21.3 to 21.9 apply.

21.3 The relevant Employees may appoint a representative for the purposes of the procedures in respect of the changes referred to in clause 21.1 (a).

21.4 If:

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

the Company must recognise the representative.

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

- (i) discuss with the relevant Employees:

- i) the introduction of the change; and
 - ii) the effect the change is likely to have on the Employees; and
 - iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employee; and
- (ii) for the purposes of the discussion – provide in writing to the relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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

21.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

21.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 23.2, 23.3 and 23.5 are taken not to apply.

21.9 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) a major change to the composition, operation or size of the Company’s workforce or to the skills required of Employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the restructuring of jobs.

Change to regular roster or ordinary hours of work

21.10 For a change referred to in clause 23.1 (b):

- (i) the Company must notify the relevant Employees of the proposed change; and

(ii) subclauses 23.11 to 23.15 apply.

21.11 The relevant Employees may appoint a representative for the purposes of the procedures in respect of changes referred to in clause 21.1 (b).

21.12 If:

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

the Company must recognise the representative.

21.13 As soon as practicable after proposing to introduce the change, the Company 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:
 - (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 the relevant Employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to effect the Employees; and
 - (iv) 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).

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

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

21.16 In this clause, “relevant Employees” means the Employees who may be affected by the major change.

22 CONSULTATIVE COMMITTEE

Within three months of the approval of this Agreement by the Fair Work Commission, the Company will establish a Consultative Committee comprising of representatives of the employer and workplace representatives of equal numbers, unless otherwise agreed by the parties.

The Consultative Committee will determine its own operating procedures. The

Consultative Committee will meet at least once each quarter, unless otherwise agreed. The Consultative Committee will be a forum for the discussion of issues within the terms of this Agreement, improvements to the workplace, and any other workplace matters.

The company will consult with the Consultative Committee on major changes as defined in clause 23.

23 DISPUTE RESOLUTION PROCEDURE

- 23.1 In the event of a dispute in relation to a matter arising under this Agreement, the NES, or in relation to any other employment matter (the “dispute”), in the first instance the parties will attempt to resolve the dispute at the workplace by discussions between the Company and Employee or Employees concerned and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 23.2 At any stage, an employee who is a party to the dispute may appoint a person of their choice as their representative for the purposes of the dispute resolution procedures. Where the person appointed is another employee covered by this Agreement, that person will be released from work without loss of pay for ordinary hours in order to attend proceedings as the appointed representative.
- 23.3 If following discussions the dispute is unable to be resolved, any party may refer the dispute to the FWC. The FWC may deal with the dispute in 2 stages:
- (i) The FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination (decision) that is binding on the parties.
- 23.4 If the FWC arbitrates the dispute, in doing so it may use any and all powers that are available to it under the *Fair Work Act 2009*.
- 23.5 A decision that the FWC makes in arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009, and therefore an application for an appeal may be made against the decision.
- 23.6 While the parties are attempting to resolve the dispute using the procedures in this clause (including having the matter dealt with by the FWC):
- (i) An employee must continue to perform his or her work as normal unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and

- (ii) the Employee must comply with a direction of the Company to perform other available work at the same or another workplace, unless:
 - (i) the work is not safe to be performed by the Employee; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

23.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

24 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

24.1 The Company 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 one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) the arrangement of ordinary hours;
 - (iii) overtime rates;
 - (iv) penalty rates;
 - (v) allowances;
 - (vi) leave loading; and
- (ii) the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in (a) above; and
- (iii) the arrangement is genuinely agreed to by the Company and Employee.

24.2 The Company 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.

24.3 The Company must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Company and Employee; and
- (iii) 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
- (iv) includes details of:
 - (i) the terms of the 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
 - (iv) states the day on which the arrangement commences.

24.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

24.5 The Company or 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 the Company and Employee agree in writing – at any time.

25 CLASSIFICATION REVIEW

- (i) An employee may request a review of their classification.
- (ii) The review will be conducted by a panel consisting of two representatives of management, the employee, and a support person or representative of the employee's choice.
- (iii) Where the panel cannot agree on a decision, the matter can be addressed through the dispute resolution procedure in this Agreement.

26 NEGOTIATION OF NEW AGREEMENT

26.1 The Parties intend to commence negotiations for an agreement to replace this Agreement no less than 3 months before the nominal expiry date of this Agreement.

SCHEDULE A - CLASSIFICATIONS AND DEFINITIONS

The Company reserves the right to consider other 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.

It is expected that alongside the technical skills listed below, a technician can demonstrate the appropriate level of commercial and customer service skills commensurate with his/her level of seniority and experience. In addition, all technicians will be expected to comply with agreed KPI's & work in a safe manner at all times.

In each year of the agreement, each Employee who has been employed with the Company for a minimum of 12 months shall receive a review of their classification levels in the period January to March.

K1 - Trades Assistant

- Preferred experience in forklifts or deemed competent for the role being performed.
- Good reading, writing and clerical skills.
- Mechanical aptitude in operation of tooling.
- Must possess a current Drivers License and Forklift ticket.
- Employee is required to present themselves and any company property in an acceptable condition.
- Demonstrate commitment to HSE.
- Behavioural standards in line with Komatsu customer support charter.
- Adherence to HSE policies and procedures.
- Comply with agreed KPI's.

K2 – Tradesperson

- Meets all of the requirements applicable to K1.
- Appropriate trade qualification for position appointed.
- Carry out all PM services on all Komatsu IC & BE trucks.
- Completion of two (2) Approved Technical training courses. Assessed as competent by National Training Manager for each course.
- Basic troubleshooting skills across all forklift equipment systems.
- Ability to follow set instructions.
- Ability and desire to use hazard identification techniques (ie: Start Safe / Take 5, hazard reporting forms), demonstrate the skills to complete a JSEA.
- Welding and Fabrication: Demonstrate basic welding and fabrication skills.

K3 - Tradesperson

- Meets all of the requirements application to K2.
- Minimum of two (2) years post trade experience on forklift equipment.
- Carry out all PM services on all makes & models of IC & BE trucks
- Completion of four (4) Approved Technical training courses. Assessed as competent by National Training Manager for each course.
- Read and interpret Komatsu IC & BE truck electrical & hydraulic circuit diagrams and take relevant readings around the circuit
- Have a good understanding of the Komatsu diagnostic software – IC & BE.
- Ability to change traction and working hydraulics parameters on BE trucks
- Diagnose faults and repair Komatsu IC & BE using diagnostic software & shop manuals
- Install optional electrical equipment using the circuit diagram to determine the correct wiring and pin locations
- Have an understanding of the basic operation of the Komatsu hydrostatic systems & components
- Proven ability to work without close supervision.

- Competent with use of Komatsu system procedures and processes (ie: tablet operations, parts & shop manuals, pre delivery, condition reports, job sheets & PM reports, detailed and timely completion of timesheets & warranty reports).
- Demonstrate a positive attitude in the workplace.
- Possess strong troubleshooting skills in at least one machine system (ie: Engines, Hydraulics, Electrical, transmissions).
- Demonstrate willingness to train and mentor apprentices.
- Proven record of producing good quality, accurate and timely work.
- Ability to perform high quality PM services across all makes & models of lift trucks.
- Welding and Fabrication: Superior skills in welding and fabrication.

K4 – Tradesperson

- Meets all of the requirements applicable to K3.
- Minimum of three (3) years post trade experience on forklift equipment.
- Ability to work unsupervised.
- Working in field service for over 12 months.
- Completion of six (6) Approved Technical training courses. Assessed as competent by National Training Manager for each course.
- Promote HSE in the workshop or work environment with at least one level 2 safety hazard identified, in the prior twelve (12) months.
- Possess strong troubleshooting skills at least two of the following systems: Engines, Hydraulics, Electrical, transmissions.
- Have an comprehensive understanding & possess strong troubleshooting skills of Komatsu hydrostatic systems & components
- Demonstrate ability using Komatsu operating systems and Microsoft Office products.
- Welding & Fabrication: Ability to contribute towards design of components and drafting of technical drawings.

K5 – Tradesperson

- Meets all of the requirements applicable to K4.
- Minimum of four (4) years post trade experience working on forklift equipment.
- Full understanding of the electrical & hydraulic circuit diagrams used on Komatsu forklifts
- Full understanding of all electrical & hydraulic components used on Komatsu forklifts
- Completion of eight (8) Approved Technical training courses. Assessed as competent by National Training Manager for each course.
- Ability to coordinate planned repairs and achieve positive outcomes to meet customer delivery expectations.
- Have an comprehensive understanding & possess strong troubleshooting skills of Komatsu BE trucks systems & components
- Possess strong troubleshooting skills at least three of the following systems: Engines, Hydraulics, Electrical, transmissions.
- Demonstrated ability to act as a Team Leader over a combined period of four (4) months if the opportunity arises.
- Demonstrate leadership in promoting a positive workplace culture amongst colleagues and contractors.
- Ability to estimate job scopes and costs.
- Welding & Fabrication: External qualifications obtained and deemed competent. (MIG and Stick welding) in addition to those obtained during apprenticeship.

K6 – Tradesperson

- Meet all the requirements applicable to K5
- Minimum of five (5) years post trade experience working on forklift equipment.
- Ability to work unsupervised.
- Possess strong troubleshooting skills at all of the following systems: Engines, Hydraulics, Electrical, transmissions.
- Completion of ten (10) Approved Technical training courses. Assessed as competent

- by National Training Manager for each course.
- Demonstrate a positive attitude in the workplace.
- Promote HSE initiatives within the workshop and while on external sites.
- Ability to complete Warranty Documentation to an acceptable standard.
- Condition reports are completed with 100% accuracy.
- PM reports are completed with 100% accuracy & zero callbacks.
- Parts management is accurate and concise including credits.
- High level communication skills with the ability to address & resolve customer issues.
- Ability to quote customer repairs to a high level of accuracy.

K7 – Tradesperson

- Meets all of the requirements of K6
- Minimum of six (6) years post trade experience working on forklift equipment.
- Completion of twelve (12) Approved Technical training courses. Assessed as competent by National Training Manager for each course.
- Post trade qualifications in either Auto Electrician, or Hydraulics

K8 - Tradesperson – Master Technician

- Meets all of the requirements of K7.
- Ability to lead work groups.
- Leads by example in areas such as Safety, Attentiveness, Attitude, Work Ethic, Flexibility.
- Able to manage all facets of contractor management including inductions, authority to commence work documentation, JSEA.
- Promotes and manages 5S within their respective teams.
- Strong ability to manage performance within a work group.
- Ability to set and manage expectations with a work group.
- Ability to understand business KPI's and coach work groups so KPI's are realised.
- Demonstrated willingness to train and mentor technicians and apprentices.

KPI's For all technicians

- 100% of Take 5's completed (1 for every job)
- No training to be overdue by more than 1 month
- Van/Vehicle weekly checks completed 100% of time
- Van/Vehicle parts stock takes completed with less than -3% variance
- Van/Vehicle tooling stock takes completed with 0% variance
- Van/Vehicle to be washed weekly & kept in a tidy & clean state
- Van/Vehicle to be free from at fault damage

SCHEDULE B – SIGNATORIES PAGE

For the purposes of Section 185(2)(a) of the Fair Work Act 2009 (Cth) and Regulation 2.06A of the Fair Work Regulations 2009 (Cth), the following authorised persons certify that the preceding pages are a true copy of the Komatsu Forklift Australia Pty Ltd Perth Enterprise Agreement 2024 made on 5/4/2024 (the "Agreement"):

Company Representative:

I, Jack Socratous, c/- Komatsu Forklift Australia Pty Ltd, 50 – 60 Fairfield Rd, East Fairfield NSW 2165 am authorised by my position of General Manager - Operations to sign this Agreement on behalf of the Company for the purposes of Section 185(2)(a) of the Fair Work Act 2009 (Cth) and Regulation 2.06A of the Fair Work Regulations 2009 (Cth):

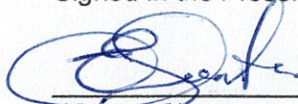


Jack Socratous
General Manager Operations
Komatsu Forklift Australia Pty Limited

8/4/24

Date

Signed in the Presence of:



Witness Signature

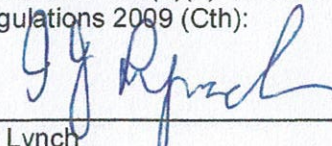
ERIN SOCRATOUS

Witness Name
8/4/24

Date

Employee Representatives:

I, Ian Lynch, c/- Komatsu Forklift Australia Pty Ltd, 42 Wildfire Road, Maddington WA 6109, as a bargaining representative for the Agreement, am authorised to sign this Agreement for the purposes of Section 185(2)(a) of the Fair Work Act 2009 (Cth) and Regulation 2.06A of the Fair Work Regulations 2009 (Cth):

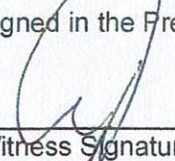


Ian Lynch
Technician
Komatsu Forklift Australia Pty Ltd

8.4.24,

Date

Signed in the Presence of:



Witness Signature

Tom Bryant

Witness Name
8/4/2024

Date



Important information about your pay and conditions

Employees in Australia have entitlements and protections at work, under:

Fair Work Laws	Awards	Enterprise agreements	Employment contracts
<ul style="list-style-type: none"> ▶ minimum entitlements for all employees ▶ includes the National Employment Standards 	<ul style="list-style-type: none"> ▶ set minimum pay and conditions for an industry or occupation ▶ cover most employees in Australia 	<ul style="list-style-type: none"> ▶ set minimum pay and conditions for a particular workplace ▶ negotiated and approved through a formal process 	<ul style="list-style-type: none"> ▶ provide additional conditions for an individual employee ▶ can't reduce or remove minimum entitlements

Find your award at fairwork.gov.au/awards

Check if your workplace has an enterprise agreement at fwc.gov.au/agreements

Other information statements

Depending on your employment type you may also need to be given other information statements when you start work or enter into a fixed term contract.

For **casual employees** that includes the Casual Employment Information Statement, available at fairwork.gov.au/ceis

For employees **engaged on a fixed term contract** that includes the Fixed Term Contract Information Statement available at fairwork.gov.au/ftcis

Your pay

Your **minimum pay rates** are in your **award or enterprise agreement**. If there is no award or agreement for your job, you must get at least the National Minimum Wage. Minimum pay rates are usually updated yearly.

Find out what you should get at fairwork.gov.au/minimum-wages

National minimum wage From 1 July 2023	\$23.23/hour or \$882.80/week (based on a 38 hour week) for full-time employees	\$23.23/hour for part-time employees	\$29.04/hour for casual employees
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This is the **adult minimum rate for employees with no award or enterprise agreement**. Lower rates may apply to juniors, apprentices, trainees and employees with disability whose disability affects their productivity. Lower rates may also apply under some awards, for example rates that apply for a limited time after an employee starts their job. **You can't agree to be paid less than the minimum pay rates that apply for your job.**

Use our free calculators to check your pay, leave and termination entitlements at: fairwork.gov.au/pact

Who can help?

Fair Work Ombudsman	Fair Work Commission
<ul style="list-style-type: none"> ▶ has information and advice about pay and entitlements ▶ provides free calculators, templates and online courses ▶ helps fix workplace problems ▶ enforces workplace laws and seeks penalties for breaches of workplace laws. 	<ul style="list-style-type: none"> ▶ deals with disputes about a range of issues, including unfair dismissal, bullying, sexual harassment, discrimination and 'adverse action' at work ▶ approves, varies and terminates enterprise agreements ▶ makes, reviews and varies awards ▶ issues entry permits and resolves industrial disputes ▶ regulates registered organisations.
fairwork.gov.au – 13 13 94	fwc.gov.au – 1300 799 675



National employment standards

The National Employment Standards (NES) are minimum entitlements that apply to all employees. The NES entitlements include the right to receive certain information statements, the right to request flexible working arrangements, and a right to be paid superannuation contributions from your employer. Other NES entitlements are summarised in the table below. Rules and exclusions may apply. **Your award or agreement may provide more.** Find more information on the NES at fairwork.gov.au/NES

	Full-time and part-time employees	Casual employees
Annual leave	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗ No entitlement to paid annual leave
Personal leave (Sick or carer's leave)	✓ 10 days paid leave per year (pro rata for part-time employees)	✗ No entitlement to paid personal leave
Carer's leave	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
Compassionate leave	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
Family and domestic violence leave	✓ 10 days paid leave per year	✓ 10 days paid leave per year
Community service leave Jury service Voluntary emergency management activities	<ul style="list-style-type: none"> ✓ 10 days paid leave with make-up pay + unpaid leave as required for jury service ✓ Unpaid leave to engage in other eligible community service (such as voluntary emergency management activities) 	<ul style="list-style-type: none"> ✓ Unpaid leave as required for jury service ✓ Unpaid leave to engage in other eligible community service (such as voluntary emergency management activities)
Long service leave	✓ May be entitled to long service leave under the NES, an enterprise agreement or under state or territory legislation. Amount and eligibility rules vary	✓ May be entitled to long service leave under the NES, an enterprise agreement or under state or territory legislation. Amount and eligibility rules vary
Parental leave Eligible after 12 months employment	✓ 12 months unpaid leave – can extend up to 24 months with employer's agreement	✓ 12 months unpaid leave for regular and systematic casuals – can extend up to 24 months with employer's agreement
Maximum hours of work	<ul style="list-style-type: none"> ✓ Full-time employees – 38 hours per week + reasonable additional hours ✓ Part-time employees – 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours 	✓ 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours
Public holidays	✓ A paid day off if you'd normally work. If asked to work you can refuse, if reasonable to do so	✓ An unpaid day off. If asked to work you can refuse, if reasonable to do so
Notice of termination	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗ No entitlement to notice of termination
Redundancy pay Eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment (some exclusions apply)	✗ No entitlement to redundancy pay
Casual conversion	✗ Not applicable	✓ The right to become a full-time or part-time employee in some circumstances



Flexibility

After 12 months employment, you may have the right to make a **written request for flexible working arrangements**. This includes if you're pregnant, 55 or over, a carer, have a disability, are experiencing family and domestic violence, are supporting a member of your immediate family or household who is experiencing family and domestic violence, or are the parent of, or have caring responsibilities for, a child of school age or younger. Employers need to follow certain rules for responding to a request for flexible work arrangements, including responding in writing within 21 days.

Find out more about these rules at:

fairwork.gov.au/flexibility

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and it must leave you better off overall.



Right of entry

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder, their organisation and your employer to protect your personal information. Find out more at:

fwc.gov.au/entry-permits



Agreement making

Enterprise agreements are negotiated between an employer (or one or more related employers), their employees, and any employee representatives (for example, a union). This process is called 'bargaining' and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

fwc.gov.au/agreements



Transfer of business

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within 3 months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

fairwork.gov.au/transfer-of-business



Protections at work

All employees have protections at work. You can't be treated differently or worse because you have or exercise a workplace right, for example, the right to request flexible working arrangements, take leave or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You have the right to talk about (or not talk about) your current or past pay, and the terms and conditions of employment that would be needed to work out your pay (such as your hours of work). You can also ask other employees the same thing (about their pay and terms and conditions of employment) but they don't have to tell you.

You also have protections when temporarily absent from work due to illness or injury, and from discrimination, bullying, sexual harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure.

Find out more at:

fairwork.gov.au/protections

fairwork.gov.au/bullying-harassment



Ending employment

When your employment ends, your final pay should include **all outstanding entitlements**, such as wages and unused annual leave and long service leave.

You may be entitled to **notice of termination**, or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. To check if notice is required and what should be in your final pay visit:

fairwork.gov.au/ending-employment

If you think your **dismissal was unfair or unlawful**, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more at:

fwc.gov.au

🔍 Did you know:

You can create a free **My account** to save your workplace information in one place:

fairwork.gov.au/register

You can find free **online courses** to help you start a new job or have difficult conversations at work:

fairwork.gov.au/learning

You can access a wide range of free **tools and resources**, such as templates, best practice guides and fact sheets:

fairwork.gov.au/tools-and-resources