

**Becker Mining
Australia Pty Ltd
Enterprise
Agreement 2022**

1. Title

This agreement is known as the *Becker Mining Australia Pty Ltd Enterprise Agreement 2022 (Agreement)*.

2. Arrangement

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3. Application

3.1. This agreement applies to:

- (a) Becker Mining Australia Pty Ltd (**Company**) in respect of its Thornton site, 46 Glenwood Drive, Thornton NSW 2322; and
- (b) Those Employees of the Company who:
 - i. are appointed by the Company to work principally in the workshop at the Thornton site, notwithstanding that they may be required to travel to client sites to perform work from time to time; and
 - ii. who fall within the classifications listed in Schedule 1 – Wages and Hourly Rates;

(**Employees**).

4. Period of operation

This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission (**FWC**) and will remain in force until 31 August 2025.

5. Objectives of this Agreement

5.1. The central aims and objectives of this Agreement, along with the other entitlements listed, are in recognition of the commitment given by all Employees to work in partnership with Management to improve the productivity and efficiency of the business. It is also accepted that the parties will continue to develop a stable workforce which is multi-skilled and committed to working toward a cooperative and harmonious working environment within the Company.

5.2. No Detriment

No Employee will suffer a reduction in their overall terms and conditions as a result of the making of this Agreement. This does not prevent the Company and Employee from altering the Employee's terms and conditions of employment, even if such an alteration results in a reduction in the overall terms and conditions of the Employee's employment, provided that the alteration is made in accordance with this Agreement.

6. Relationship with Award and National Employment Standards

6.1. The terms of the *Manufacturing and Associated Industries and Occupations Award 2020* (**Award**) as amended from time to time are incorporated into this Agreement.

6.2. If an incorporated Award term is inconsistent with a term of this Agreement, the term of this Agreement prevails to the extent of the inconsistency.

6.3. On incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the Award.

6.4. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is 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.

ENGAGEMENT AND TERMINATION

7. Full-time employment

A full-time Employee is an Employee who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.

8. Part-time employment

- 8.1. An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 8.2. A part-time Employee must be engaged for a minimum of four 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 less than four consecutive hours.
- 8.3. The terms of this Agreement will apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.

9. Casual employment

- 9.1. "Casual employee" has the meaning given by section 15A of the Fair Work Act.
- 9.2. A casual Employee for working ordinary time must be paid an hourly rate calculated on the basis of one thirty-eighth of the applicable minimum weekly wage for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all-purpose rate.
- 9.3. The casual loading is intended to compensate for entitlements a casual Employee does not receive, including paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay and any other entitlements under this Agreement that do not apply to casual Employees.
- 9.4. On each occasion a casual Employee is required to attend work the Employee must be paid for a minimum of four consecutive hours' work. In order to meet their personal circumstances a casual Employee may request and the Company may agree to an engagement of no less than three consecutive hours.
- 9.5. To avoid doubt, casual conversion is in accordance with the NES and the applicable Award.

10. Apprentices

- 10.1. The Company is committed to the employment and training of apprentices. Apprentice intakes will be examined on a yearly basis and be determined according to production requirements.
- 10.2. Apprentices who are under 21 years old at the commencement of their apprenticeship will receive a proportion of the C10 classification rate of pay in accordance with **Schedule 1** to this Agreement.
- 10.3. **Adult Apprentices**

Apprentices aged 21 years or over at the commencement of their apprenticeship will receive a proportion of the C10 classification rate of pay in accordance with **Schedule 1** to this Agreement.

10.4. Payment of fees and textbooks

- (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company’s technical library) incurred by an Employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within six (6) months from the commencement of the apprenticeship or the relevant stage of the apprenticeship or within three (3) months of the apprentice commencing training with the Registered Training Organisation (RTO), whichever is the later, unless there is unsatisfactory progress.
- (b) Direct payment of the fees and textbooks, within six (6) months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by the Company to the training provider satisfies the requirement for reimbursement in clause 10.4(a) above.

11. Termination of employment

11.1. Termination of employment by the Company

- (a) The Company can terminate the employment of an Employee by giving notice (or payment in lieu of all or part of the notice period) as follows:

Employee’s period of continuous service	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Employees who are at least 45 years of age and have had at least two years of service at the time of the giving of the notice are entitled to an additional week of notice beyond that specified in this clause.
- (c) In calculating any payment in lieu of notice, the wages to be used must be those an Employee would have received during the period of notice had the employee’s employment not been terminated.
- (d) The period of notice in clause (a) does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to Employees engaged for a specific period of time or for a specific task or tasks;

- (iii) an Employee (other than an Apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; and
- (iv) to casual Employees.

11.2. Termination of employment by an Employee

- (a) The notice of termination required to be given by an Employee on resignation is the same as that required to be given by the Company in clause 11.1.
- (b) If the required notice is not given, the Company has the right to withhold monies (other than payments in respect of the NES) due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 11.1.
- (c) Where the Company and Employee agree, the Employee may be released prior to the expiry of the notice period with payment of wages and accrued leave entitlements to the date of termination or as otherwise agreed.

11.3. Termination of employment for serious misconduct

- (a) The Company may dismiss any Employee without notice for serious misconduct.
- (b) In such cases, wages and applicable accrued leave entitlements are paid up to the time of dismissal only.

12. Redundancy

- 12.1.** This clause applies if an Employee's employment is terminated because their job has been made redundant. This means that the Company no longer requires the job done by the Employee to be done by anyone and that decision leads to the termination of employment of the Employee (except where this is due to the ordinary and customary turnover of labour) or the job no longer exists because of the insolvency of the Company.
- 12.2.** In the event that an Employee's employment is terminated by the Company due to redundancy, in addition to notice, the redundancy pay provisions of the *Fair Work Act 2009* (Cth) (**Act**) will apply.
- 12.3.** An Employee is not entitled to any redundancy entitlements under this clause if the employee:
 - (a) Resigns from employment prior to a definite decision being made about their position being made redundant and that decision being notified to the Employee;
 - (b) Is offered a position with the Company which is substantially the same in terms of job content and terms and conditions, and the Employee rejects the offer; or
 - (c) As a consequence of a transfer of a business:
 - (i) The Employee accepts employment with the new employer which recognises the period of continuous service which the Employee had with the Company (and any prior Company) to be continuous service of the Employee with the new employer; or

- (ii) Where the Employee rejects an offer of employment with the new employer:
- (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Company;
 - (B) which recognises the period of continuous service which the Employee had with the Company (and any prior Company) to be continuous service of the Employee with the new employer; and
 - (C) had the Employee accepted the offer, there would have been a transfer of employment (as defined in the Act) in relation to the Employee.

12.4. The Company will consider whether it can obtain acceptable alternative employment for an Employee whose position is, or is proposed to be, made redundant. In determining whether alternative employment is acceptable for the purposes of this sub-clause, the factors that will be relevant include, but are not limited to, the following:

- (a) the specific circumstances of the actual or proposed redundancy;
- (b) the extent to which the alternative position is substantially the same in terms of job content, terms and conditions; and
- (c) the location of the new position being not unreasonably distant.

13. Abandonment of employment

13.1. The Company may regard an Employee as having abandoned their employment in the following circumstances:

- (a) The Employee is absent from work for a continuous period of two (2) days or more and the Employee has not provided notice to the Company or obtained the Company's consent to be absent from work;
- (b) Within a period of fourteen (14) days from the Employee's last attendance at work, the Employee has not provided an explanation for their absence to the satisfaction of the Company; and
- (c) During the period of fourteen (14) days from the Employee's last attendance at work, the Company has taken all reasonable steps to contact the Employee to seek an explanation from the Employee for their absence.

13.2. If the conditions in clause 13.1(above) are met, then subject to the notice of termination provisions in the NES, the Company may terminate the Employee's employment.

WAGES AND RELATED MATTERS

14. Wages

- 14.1. Rates of pay are contained in **Schedule 1** to this Agreement.
- 14.2. The rates of pay contained in Schedule 1 are intended to compensate Employees for all allowances and penalties otherwise payable under the Award except those contained in this Agreement.

15. Wage increases

- 15.1. The following wage increases will be paid during the nominal term of this Agreement:

First pay period commencing on or after the date the Agreement is approved by FWC	5%
First pay period commencing on or after 31 August 2023	5%
First pay period commencing on or after 30 April 2024	5%

16. Payment of wages

16.1. Method of payment

Payment of wages will be by electronic funds transfer to each Employee's nominated Australian financial institution account.

16.2. Time of payment

Wages will be paid fortnightly on a day designated by the Company.

16.3. Payment on termination

When notice of termination is given in accordance with this Agreement, all monies due to the Employee pursuant to this agreement, where practicable, will be paid at the time of termination, but no later than the next normal pay period.

17. Timecards / Signing On & Off

- 17.1. Employees are required to clock/sign on at the time of commencing work and to clock/sign off at the time of ceasing work.
- 17.2. Each Employee is to clock/sign themselves on and off only. Clocking/signing on and off by Employees for other Employees without the Company's approval may result in disciplinary action up to and including dismissal of Employees knowingly involved in such actions.
- 17.3. If an Employee leaves work during work hours for any reason and intends to return on the same day, they must notify the area leading hand prior to doing so and must clock/sign off at the time of ceasing work and clock/sign on at the time of recommencing work.

- 17.4.** If an Employee does not clock/sign on and off (for example, because they forget to do so or because they are working at a remote location where clock/sign on and off facilities are not available) they must have their timesheets marked up and signed by the supervisor.
- 17.5.** Repeated failure to clock/sign on or off, or have timesheets marked up and signed by the supervisor, as applicable, may result in disciplinary action.

18. Timesheets

- 18.1.** Timesheets are critical to the job costing and wage systems. Employees are to record job hours on timesheets at the end of each day.
- 18.2.** Timesheets are to be completed daily before leaving the premises.

19. Superannuation

- 19.1.** Employees are entitled to superannuation in accordance with the Superannuation Guarantee Legislation and the Award.
- 19.2.** Superannuation contributions will be paid into a complying superannuation fund nominated by the Employee or the Employee's stapled fund or the Company's nominated superannuation fund on the Employee's behalf where the Employee has not nominated a fund.
- 19.3.** The Company's nominated default superannuation must offer a MySuper product consistent with the requirements in section 194(h) of the Act.

20. Performing duties of a higher classification

- 20.1.** If the Company requests an Employee to perform the duties of a higher classification in this Agreement on a temporary basis for a period of four or more days, and the Employee agrees to perform those duties:
- (a) the Employee will be paid at the rate applicable to the higher classification in accordance with Schedule 1; and
 - (b) the Company will confirm the temporary appointment in writing, specifying the period of the appointment, the classification level to which the Employee is temporarily appointed and the rate of pay that the Employee will be paid for the period of the temporary appointment.

21. Allowances

21.1. AS/NZS 3800 Payment

- (a) A payment of \$100.00 per week will be paid to Employees who:
- (i) have fulfilled the requirements of the AS/NZS 3800 (Ex 'd'); and
 - (ii) are certified competent to sign off FLP Documentation after having satisfied all criteria; and
 - (iii) are appointed in writing by the relevant Manager / Supervisor to sign such documentation.

- (b) Payment of this allowance will be made only where the Employee is willing to utilise all aspects of the requirements under the AS/NZS 3800 accreditation.

21.2. First aid allowance

- (a) An Employee holding a Senior First Aid certificate of Industrial First Aid from St John Ambulance Association or equivalent certificate from the Australian Red Cross or similar body, appointed in writing by the Company to perform first aid duties, will be paid a flat allowance of \$17.16 per week.
- (b) First Aid allowance will increase in line with the Award increase for this allowance.

21.3. Underground allowance

If an Employee is required by the Company to work underground, the Employee will receive an allowance of \$10 per hour in addition to the Employee's ordinary hourly rate for each hour the Employee works underground. This rate is a flat rate and is not to be included in any calculation of overtime, penalty or other additional rates.

21.4. Site work

- (a) An Employee required to undertake work on a client's site away from their usual place of work, will be paid an allowance of \$5.00 per hour in addition to the Employee's ordinary hourly rate for each hour the Employee is undertaking required work on site. This rate is a flat rate and is not to be included in any calculation of overtime, penalty or other additional rates.
- (b) The allowance for site work will be paid from the time of entering the client's site and will continue until the time the Employee leaves the client's site.

21.5. Travel allowance

An Employee required by the Company to spend the night away from home, will be paid a travel allowance of \$105.75 for each night as a payment for breakfast, lunch and dinner. The Company will organise and pay for accommodation.

21.6. Tool allowance

A payment of \$400.00 will be paid in the first full pay cycle, in September each year, to Employees who:

- (i) Are classified as a Trades person within the Company; or
- (ii) Are appointed as a Trades Assistant within the Company; or
- (iii) Are appointed as an Apprentice within the Company.

22. Reimbursement of expenses

- 22.1.** If an Employee incurs an expense authorised by the Company in performing work duties the Employee must retain and provide the receipt to the Employer in order to be reimbursed by the Company. Any traffic infringements including speeding and parking fines will not be reimbursed.

22.2. Other than in the circumstances identified in clause 32.2(d)(i) of the Award, any costs relating to hand tool replacement will not be reimbursed. Any claims for compensation in accordance with clause 32.2(d)(i) must be substantiated by such evidence as may reasonably be required by the Company.

23. Clothing and PPE

23.1. The Company provides all personal protective equipment Employees require as part of their employment.

23.2. Clothing issued by the Company will be replaced when no longer suitable for protection as a result of "fair wear and tear".

23.3. Employees are required to wear the supplied work clothing whilst at work and are expected to dress neatly and adhere to acceptable standards of cleanliness and hygiene.

23.4. When working on sites external to the Company's premises the Company's work uniform must be worn and be in a clean and tidy condition.

23.5. The laundering of all clothing is the responsibility of the Employee.

24. Use of Company vehicles

24.1. At times it will be necessary for Employees to use Company motor vehicles. Employees must comply with the following requirements in relation to Company motor vehicles:

- (a) Smoking is not permitted in Company vehicles;
- (b) All damage to vehicles is to be reported immediately to Management;
- (c) All motor vehicles are to be returned clean and filled with fuel;
- (d) The Employee is responsible for any speeding and / or parking infringements or fines that are incurred while the Employee has responsibility or control of the vehicle;
- (e) Employees must log the use of Company vehicles in the Company register and maintain log books;
- (f) Company vehicles are not to be used for personal activities unless prior authorisation is obtained from the National Electrical and Production Manager or CEO.

25. Job sheets and work orders

Employees are to ensure all work order job steps, when provided, are properly signed off as each job step is completed.

26. Drug and alcohol testing

26.1. Employees agree to undergo drug and alcohol testing when deemed appropriate by the Company.

26.2. This testing will be conducted in accordance with the Company's policies and procedures. The Company's policies and procedures are not incorporated into this Agreement in any way.

27. Miscellaneous provisions

27.1. Smoking

Smoking is not permitted on the Company site or in Company vehicles.

27.2. Mobile phones

The use of personal mobile phones is not permitted during work hours, other than in exceptional circumstances such as responding to a family emergency or urgent work matter.

27.3. Food, coffee and other beverages

- (a) Food, coffee and other beverages must not be consumed:
 - (i) on or near equipment that may be damaged by spillages; or
 - (ii) where a safety risk may be created.
- (b) Consumption of food, coffee or other beverages must not interfere with the performance of Employees' work.
- (c) For the avoidance of doubt, this clause does not prevent Employees from eating and drinking where required to ensure their health, safety and welfare at work.

HOURS OF WORK AND RELATED MATTERS

28. Ordinary hours of work and rostering

- 28.1.** The ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.
- 28.2.** The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the majority of Employees concerned. Agreement in this respect may also be reached between the Company and an individual Employee.
- 28.3.** Typically, the working day will be scheduled as follows:

10 Hour Day		8 Hour Day	
6:00AM	Clock On	6:00AM	Clock On
9:00AM	Morning Tea Start	9:00AM	Morning Tea Start
9:15AM	Morning Tea End	9:15AM	Morning Tea End
1:00PM	Lunch Start	1:00PM	Lunch Start
1:20PM	Lunch End	1:20PM	Lunch End
4:20PM	Clock Off	2:20PM	Clock Off

However, the start and finish times of hours of work and breaks may be altered in accordance with this Agreement.

- 28.4.** Except in the case of shiftworkers, the ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 am and 6.00 pm.
- 28.5.** Any work performed outside the spread of ordinary hours will be paid for at overtime rates. However, any work performed by an Employee prior to the spread of ordinary hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- 28.6.** Where agreement is reached in accordance with clause 28.2, the rate to be paid to a day worker for ordinary time worked:
- (a) Between midnight on Friday and midnight on Saturday is 150% of the ordinary hourly rate; and
 - (b) Between midnight on Saturday and midnight on Sunday is 200% of the ordinary hourly rate.
- 28.7.** Employees are expected to remain in their work area during defined working hours. The ordinary working hours referred to in this Agreement do not include personal washing up and / or showering time.

28.8. For the avoidance of doubt, and without detracting from clause 6 of this Agreement, the provisions of the Award dealing with shiftwork will apply, except as provided otherwise in this Agreement.

29. Overtime

29.1. Payment for overtime

- (a) The Company may require an Employee to work reasonable overtime, which will be paid at overtime rates for all work done outside of ordinary hours on any day or shift.
- (b) For the purposes of this clause, **ordinary hours** means the hours fixed in accordance with clause 28 – ordinary hours of work and rostering.
- (c) The overtime rate (including for shiftworkers) is time and a half (150%) for the first two hours and double time (200%) thereafter until the completion of the overtime work.
- (d) Overtime will be calculated on a weekly basis.

29.2. Overtime Shifts

From time to time, the Company may require Employees to work overtime shifts Where this occurs, the start, finish and break times for overtime shifts will typically be as follows:

Rostered Day Off (Monday or Friday) and Weekends

Length of Shift	Start	Break(s)	Finish
Six (6) Hour Shift	6:00am	9:00 – 9:20am	12:00pm
Eight (8) Hour Shift	6:00am	9:00 – 9:20am 1:00 – 1:20pm	2:20pm
Ten (10) hour Shift	6:00am	9:00 – 9:20am 1:00 – 1:20pm	4:20pm

However, the start and finish times of overtime shifts and breaks may be altered in accordance with this Agreement.

29.3. Saturday work

A day worker required to work overtime on a Saturday must be afforded at least four hours work or be paid for four hours at the applicable overtime rate in accordance with clause 29.1(c).

29.4. Sunday work

An Employee required to work overtime on a Sunday must be paid for a minimum of three hours work at double time. The double time is to be paid until the Employee is relieved from duty.

29.5. Late Starts

Where Employees are late to work for acceptable reasons, time lost may be made up at the end of that day or the next roster day as ordinary time, upon approval of the National Electrical and Production Manager or in the Manager's absence the Leading Hand.

Employees who are consistently late may be subject to disciplinary action.

29.6. Travel Time

- (a) The rate of pay for travelling time is ordinary time and on Sundays and public holidays is time and a half. The maximum travelling time to be paid for is 12 hours out of every 24 hours or, when a sleeping berth is provided by the employer for all night travel, 8 hours out of every 24 hours.
- (b) For the avoidance of doubt, and without detracting from clause 6 of this Agreement, the provisions of the Award dealing with travel payments will apply except as provided otherwise in this Agreement.

29.7. One in, all in does not apply

The assignment of overtime by the Company to an Employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

30. Rostered Day Off (RDO)

An Employee engaged, and appointed, by the Company to work in the Stonedust area of the workshop will be eligible to accrue one (1) paid rostered day off every 28 days when ordinary hours have been worked by the Employee in accordance with this Agreement.

- (i) In normal circumstances the roster day will be taken on either a Monday or a Friday in consultation with the National Operations Manager.
- (ii) When an Employee's RDO falls on a public holiday, in accordance with Clause 41.1 of this Agreement, prior consultation will take place between the Employee and Company to determine whether the RDO will be taken on, either the following or previous ordinary working day.
- (iii) An Employee may accrue a maximum of five (5) RDO's, or 38 hours. All hours accrued in excess of this limit will be paid at the applicable overtime rates.

31. Call back

- 31.1.** An Employee who is required by the Company to return to work for additional work after leaving the Company's enterprise (whether notified before or after leaving the enterprise) will be paid for a minimum of four hours work at the appropriate overtime rate.

- 31.2. Except where unforeseen circumstances arise, the Employee will not be required to work the full four hours if the job to be performed is completed within a shorter period.
- 31.3. This sub-clause will not apply in cases where it is customary for an Employee to return to work to perform a specific job outside the Employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 31.4. Where the actual time worked during the recall is less than four hours, the overtime hours paid but not worked will not be counted for the purposes of an overtime rest break as described in clause 32.

32. Rest period after overtime

- 32.1. When overtime work is necessary it will, wherever reasonably practicable, be arranged so that an Employee has at least 10 consecutive hours off duty between the work of successive working days.
- 32.2. An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the Employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released after completion of the overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- 32.3. If on the instructions of the Company an Employee resumes or continues work without having had the 10 consecutive hours off duty, the Employee must be paid at the rate of double time until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- 32.4. The provisions of this clause will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
 - (a) for the purpose of changing shift rosters; or
 - (b) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (c) where a shift is worked by arrangement between the Employees themselves.

33. Time off in lieu of payment for overtime

An Employee may elect, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company, provided that:

- (a) overtime taken as time off during ordinary hours must be taken at the ordinary time rate; that is, an hour for each hour worked; and
- (b) the Company will, if requested by an Employee, provide payment, at the overtime rate applicable at the time the hours were worked, for any overtime worked under clause 29 of this Agreement which has not been taken as time off instead of payment for overtime within four weeks of accrual.

34. Breaks

34.1. Breaks during ordinary hours

- (a) Day workers are entitled to the following breaks during their regular rostered hours:
 - (i) **Paid morning tea break** of 15 minutes
 - (ii) **Unpaid lunch break** of 20 minutes
- (b) An Employee must not be required to work for more than five hours without a break for a meal.
- (c) The Company may stagger the time of taking breaks to meet operational requirements.

34.2. Overtime breaks

- (a) An Employee working overtime must be provided a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the Employee is to continue work after the rest break.
- (b) Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the Employee's ordinary time rate.
- (c) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the applicable overtime rate.
- (d) The Company and an Employee may agree to any variation of clause 34.2 to meet the circumstances of the work in hand provided that the Company is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

35. Meal Allowance

- (a) An Employee must be paid a meal allowance in accordance with the Award on each occasion the Employee is entitled to a rest break in accordance with clause 34.2, except in the following circumstances:
 - (i) if the Employee was notified no later than the previous day that they would be required to work such overtime; or
 - (ii) if the Employee is provided with an adequate meal by the Company.
- (b) 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 must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

- (c) Meal allowance will increase in line with the with the Award increase for this allowance.

LEAVE AND PUBLIC HOLIDAYS

36. Annual leave

36.1. Entitlement to annual leave

- (a) Annual leave is provided for in the NES.
- (b) In summary, under the NES:
 - (i) A full-time Employee is entitled to 4 weeks of paid annual leave for each year of service; and
 - (ii) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
 - (iii) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Fair Work Act, a "shiftworker" is a seven day shiftworker who is regularly rostered to work Sundays and public holidays.

36.2. Annual leave loading

- (a) Day workers are entitled to a 17.5% annual leave loading on the wages for their classification prescribed in Schedule 1.
- (b) Leave loading will be paid on unused annual leave that is paid out on termination of employment.

36.3. Taking paid annual leave

- (a) An Employee must request to take a period of annual leave no later than two (2) weeks before the start of the annual leave period.
- (b) In the interest of maintaining productivity and efficiency it is agreed that the Company may restrict the number of Employees who can take annual leave during the same period. However, the Company will not unreasonably withhold or withdraw approval for annual leave.

36.4. Annual close down

- (a) The Company may require an Employee to take annual leave by giving at least four (4) weeks' notice in writing of a close-down of its operations.
- (b) If an Employee has insufficient leave for a period of close down, the employee will be required to take leave without pay for the period of the close down.

36.5. Excessive annual leave

The Company can require an Employee to take annual leave by giving not less than four weeks' notice at the time when such leave is to be taken if:

- (a) at the time the direction is given, the Employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the Employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

36.6. Cashing out of annual leave

An Employee may, by written agreement with the Company, cash out an amount of accrued annual leave provided that:

- (a) The Employee retains an accrued annual leave entitlement of at least four (4) weeks after the cashing out occurs;
- (b) A separate written agreement is made between the Company and the Employee in respect of each separate occasion that the Employee wishes to cash out annual leave. For the avoidance of doubt neither the Company or the Employee can be compelled to enter into a cashing out arrangement; and
- (c) The Employee must, under the cashing out arrangement, be paid at least the full amount that would have been payable to the Employee had the Employee taken the annual leave that the Employee has forgone.

37. Personal/Carer's leave

37.1. The term "personal/carers leave" refers to both sick leave and carer's leave.

37.2. Entitlement to personal leave

- (a) For each year of service with the Company, an Employee is entitled to 10 days of paid personal/carers leave.
- (b) An Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- (c) Personal leave will not be paid out on termination.

37.3. Personal/carers leave requirements

- (a) An Employee may take personal/carers leave if the leave is taken:
 - (i) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (ii) 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 personal injury, affecting the member; or
 - (B) an unexpected emergency affecting the member.
- (b) Employees taking personal leave must provide the Company evidence that would satisfy a reasonable person, which in most circumstances will be:
 - (i) **For sick leave:** A doctor's certificate that the employee was unable to attend for duty on the day or days for which leave is claimed. Alternatively, a statutory declaration may be provided to substantiate three sick leave days each year (a year being 12 months from the anniversary date of the Agreement).
 - (ii) **For carer's leave:**

Where the carer's leave is required for the Employee to provide care or support for a member of the Employee's immediate family or a member of the Employee's household because of a personal illness or injury affecting the member, evidence that would satisfy a reasonable person will usually include:

- a doctor's certificate for the member, or
- a statutory declaration indicating that the member is ill or injured and as a result, requires care or support to be provided by the Employee.

Where the carer's leave is required for the Employee to provide care or support for a member of the Employee's immediate family or a member of the Employee's household because of an unexpected emergency affecting the member, evidence that would satisfy a reasonable person will usually include a statutory declaration containing the details of the unexpected emergency.

- (c) In normal circumstances, an Employee must not take carer's leave where another person has taken leave to care for the same person.
- (d) Employees are entitled to take three single days of personal leave in each calendar year without being required to produce any evidence to the Company.
- (e) If an Employee wishes to take personal leave, the Employee must, give the Company notice as soon as practicable (which may be a time after the leave has started):
 - (i) Contact the Electrical Production Manager or in their absence the Leading Hand and speak to her or him directly.
 - (ii) If unable to speak to the Electrical Production Manager or Leading Hand directly, the Employee must leave a voicemail.
- (f) If an Employee does not have the phone numbers of the Electrical Production Manager or Leading Hand, they must call reception and ask to be put through to the Electrical Production Manager.
- (g) The Employee must provide the Electrical Production Manager / Leading Hand with the following information:
 - (i) whether the employee is taking sick or carer's leave;
 - (ii) the estimated length of the absence;
 - (iii) if the employee is taking carer's leave, the name of the person requiring care and the person's relationship to the Employee.
- (h) Employees must not:
 - (i) Send a text message;
 - (ii) Have someone else call on the Employee's behalf without a reasonable excuse;

- (iii) Tell someone else, such as a colleague, instead of calling the Electrical Production Manager or in their absence the Leading Hand.

37.4. Unpaid carer's leave

- (a) An Employee may take unpaid leave for the purpose of providing care and support to a member of their immediate family or household. Such leave will be taken and granted in accordance with the Act.
- (b) Casual Employees are entitled to unpaid carer's leave in accordance with the Act.

38. Parental Leave

An Employee is entitled to take parental leave in accordance with the NES.

39. Compassionate Leave

- (a) Compassionate leave is provided for in the NES.
- (b) Employees are entitled to two days compassionate leave per permissible occasion without loss of pay when a member of the Employee's immediate family (as defined at clause 444), or member of the Employee's household:
 - (i) has contracted or developed a personal illness, or sustained a personal injury that poses a serious threat to their life; or
 - (ii) after the death of the member of the Employee's immediate family or household.
 - (iii) Has a miscarriage.

Compassionate leave is paid for full-time and part-time Employees, and unpaid for casual Employees.

- (c) The granting of leave and payment for the period of absence will be subject to the Employee providing the Company with evidence that would satisfy a reasonable person, that the Compassionate Leave is taken for a permissible occasion.

40. Community service leave

40.1. Community service leave is provided for in the NES.

40.2. Reimbursement for jury service

- (a) An Employee required to attend for jury service during their ordinary hours of work must be reimbursed by the Company an amount equal to the difference between the amount paid to the Employee in respect of the Employee's attendance for such jury service and the wages the Employee would have received in respect of the ordinary hours the Employee would have worked had the Employee not been on jury service.
- (b) The Company may require the Employee to provide evidence that would satisfy a reasonable person:

- (i) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- (c) The Employee is not entitled to payment for jury service unless the Employee provides the evidence requested by the Company under this clause.

41. Long service leave

All Employees covered by this Agreement are entitled to long service leave subject to, and in accordance with, applicable legislation.

42. Family and Domestic Violence Leave

42.1 Entitlement to paid and unpaid family and domestic violence leave

- (a) An employee is entitled to two days of paid family and domestic violence leave and three days of unpaid family and domestic violence leave in a 12 month period.
- (b) Paid and unpaid family and domestic violence leave:
 - (i) is available in full at the start of each 12 month period of the Employee's employment; and
 - (ii) does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual Employees.
- (c) For the purposes of subsection (b), if an Employee is employed:
 - (i) as a casual Employee; or
 - (ii) for a specified period of time, for a specified task or for the duration of a specified season;

The start of the Employee's employment is taken to be the start of the Employee's first employment.

- (d) The Employee may take paid and unpaid family and domestic violence leave as:
 - (i) a single continuous five day period; or
 - (ii) separate periods of one or more days each; or
 - (iii) any separate periods to which the Employee and the Employer agree, including periods of less than one day.
- (e) To avoid doubt, this section does not prevent the Employee and the Employer agreeing that the Employee may take more than 3 days of unpaid leave to deal with the impact of family and domestic violence.

- (f) If, in accordance with this sub-clause, an Employee takes a period of paid family and domestic violence leave, the Employer will pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- (g) For the avoidance of doubt, the leave entitlements in this clause are in addition to any other leave entitlements available to employees under this Agreement, the *Fair Work Act 2009* (Cth) or other legislation, including annual leave, personal/carer's leave and long service leave.

42.2 Taking paid and/or unpaid family and domestic violence leave

- (a) The Employee may take paid and/or unpaid family and domestic violence leave if:
 - (i) the Employee is experiencing family and domestic violence; and
 - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.

Note 1: Examples of actions, by an Employee who is experiencing family and domestic violence, that could be covered by paragraph (ii) are arranging for the safety of the Employee or a close relative (including relocation), attending urgent court hearings or accessing police services.

Note 2: The notice and evidence requirements in section 107 of the *Fair Work Act 2009* (Cth) must be complied with.

- (b) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of an Employee that:
 - (i) seeks to coerce or control the Employee; and
 - (ii) causes the Employee harm or to be fearful.
- (c) A **close relative** of the Employee is a person who:
 - (i) is a member of the Employee's immediate family; or
 - (ii) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: **Immediate family** is defined in clause 44 of this Agreement.

42.3 Confidentiality

- (a) The Employer will take steps to ensure information concerning any notice or evidence an Employee has given under section 107 of the *Fair Work Act 2009* (Cth) of the employee taking leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.

- (b) Nothing in this Subdivision prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information covered by this clause that is personal information may also be regulated under the *Privacy Act 1988*.

43. Public holidays

43.1 Entitlement to public holidays

- (a) The following are classified as public holidays for the purposes of this Agreement:
 - (i) New Year's Day;
 - (ii) Australia Day;
 - (iii) Good Friday;
 - (iv) Easter Saturday;
 - (v) Easter Sunday;
 - (vi) Easter Monday;
 - (vii) Anzac Day;
 - (viii) Queen's Birthday;
 - (ix) Labour Day;
 - (x) Christmas Day; and
 - (xi) Boxing Day,
 - (xii) Any other day, or part-day, declared or prescribed by or under a State or Territory law.

43.2 Payment for work on a public holiday

An Employee required to work a public holiday will be paid double time and a half (250%) of their ordinary hourly rate as set out in Schedule 1.

44. Definition of immediate family

For the purposes of this Agreement, **immediate family** means

- (a) a spouse or former spouse of an Employee;
- (b) a de facto partner or former defacto partner;
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling; or

- (d) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (e) a relative of the Employee who is a member of the same household, where for the purposes of this definition:
 - (i) **relative** means a person related by blood, marriage or affinity;
 - (ii) **affinity** means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) **household** means a family group living in the same domestic dwelling.

OTHER PROVISIONS

45. Individual flexibility arrangements

45.1 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:

- (a) The agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) The arrangement meets the genuine needs of the employer and Employee in relation to one or more of the matters mentioned in 43.1 (a).
- (c) The arrangement is genuinely agreed to by the Company and Employee.

45.2 The Company must ensure that the terms of the individual flexibility arrangement:

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

45.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (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;
 - (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 their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

45.5 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.

46. Dispute resolution procedure

46.1 In the event of a dispute arising from the application of this Agreement or the National Employment Standards (except for disputes related to reasonable business grounds for refusal of requests for flexible work arrangements or additional unpaid parental leave), the following procedure will apply:

(a) Resolution of the dispute at the workplace level

The focus of this disputes procedure is to resolve disputes at the workplace level.

i. Step 1: Grievance discussed with the Electrical Production Manager

In the first instance an Employee will raise the matter regarding a work related issue to the Electrical Production Manager. The intent is to resolve the issue through discussion or through the preparation of an action plan with defined dates and responsibilities. Any grievance raised must be brought to the attention of the Employee's supervisor as far as practicable within a reasonable timeframe but not later than 24 hours of the matter occurring or having been found to have occurred.

ii. Step 2: Grievance in writing to Electrical Production Manager

The Employee, or supervisor, may submit the grievance to the appropriate Manager for resolution. A summary of the grievance should be prepared by the Employee or a representative of the Employee raising the grievance and the person to whom the grievance is made should acknowledge receipt of such grievance. Within 48 hours of receiving the grievance the Electrical Production Manager will provide a response either resolving the matter or with a course of action and proposed timeframe if the matter cannot be resolved at that point.

iii. Step 3: Grievance submitted to Management Team

In steps 1 & 2, the parties to the dispute must try in the first instance to resolve the dispute at the workplace level, by discussion between the Employee or their representatives and relevant supervisors and/or management. If these initial discussions do not resolve the dispute, further discussions between Employee representatives and more senior levels of management will be held as appropriate.

46.2 Resolution of the dispute by FWC

- (a) The dispute may only be referred to FWC by the parties if they have first attempted to resolve the dispute at the workplace level.
- (b) If a dispute about a matter arising under this Agreement or a dispute in relation to the National Employment Standards (except for disputes related to reasonable business grounds for refusal of requests for flexible work arrangements or additional unpaid parental leave), is unable to be resolved at the workplace, and all appropriate steps under clause 44.1 have been taken, a party to the dispute may refer the dispute to FWC.
- (c) The parties may agree on the process to be utilised by FWC including mediation, conciliation and consent arbitration.

46.3 Work whilst a dispute is afoot

- (a) The Company or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (b) While the dispute resolution procedure is being conducted work must continue in accordance with this Agreement and the Act.
- (c) Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Company to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

46.4 Dispute Resolution Procedure Training Leave

Clause 44 of the Award, which deals with dispute resolution procedure training leave will apply.

47. Consultation

47.1 Company to notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must notify the Employees who may be affected by the proposed changes and their representatives, if any.

- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

47.2 Company to discuss change

- (a) The Company must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 46.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 46.1(a)
- (c) For the purposes of such discussion, the Company must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

47.3 Consultation about changes to rosters or hours of work

- (a) Where the Company proposes to change an Employee's regular roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Company must:
 - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

48. Consultative Committee

- (a) A Company consultative committee (**Committee**) will be established by the Company and Employees to consult about matters involving changes to the organisation and performance of work within the Company.
- (b) The principal objectives of the Committee is to:
 - (i) facilitate and monitor the implementation of the terms of the Agreement;
 - (ii) facilitate the process of workplace reform through consultation; and
 - (iii) develop, review and provide advice to the Company in relation to strategies aimed at improving efficiency, performance, productivity, career development and job satisfaction.
- (c) The composition of the Committee and the method for nominating and appointing members to the Committee will be determined by the Company in consultation with Employees.
- (d) Membership of the Committee is limited to directors, officers, managers and Employees of the Company.
- (e) The Company and Employee representatives on the Committee will develop a written procedure outlining the procedural matters relating to the Committee including the frequency of meetings, procedures to be adopted for meetings, standing agenda items and any other matters necessary for the efficient running of the Committee.
- (f) The Committee's activities will be structured and scheduled so as not to adversely affect the Company's operations.
- (g) The parties to this Agreement agree that a review of the TCMS and Classification Structure will be the Consultative Committee's first priority agenda item, with a goal to implementing recommendations within the first 12 months after FWC approval of this Agreement.

49. Training and Competency Management System

- (a) The Company intends to implement the recommendations of the Consultative Committee following the review of the existing Training and Competency Management System (**TCMS**) within the first 12 months after FWC approval of this Agreement in accordance with clause 47(g).
- (b) Once it is implemented:
 - (i) the TCMS, as amended from time to time in consultation with Employees, will form part of the criteria for classifying Employees in accordance with Schedule 2;

- (ii) no Employee's classification will be reduced as a result of the implementation of the TCMS; and
- (iv) appointment or progression to the next classification level will be subject to the Employee meeting the applicable requirements set out in the TCMS.

SCHEDULE 1: WAGES AND HOURLY RATES

Classification	% C10	Upon Approval 5%	FFPP* on or after 31 August 2023 5%	FFPP on or after 30 April 2024 5%
Supervisor Level 2	115%	\$ 46.03	\$ 48.33	\$ 50.75
Supervisor Level 1	110%	\$ 44.04	\$ 46.24	\$ 48.55
Tradesperson Level 2	107%	\$ 42.83	\$ 44.97	\$ 47.22
Tradesperson Level 1	105%	\$ 42.03	\$ 44.13	\$ 46.34
Tradesperson (C10 Rate)	100%	\$ 40.03	\$ 42.03	\$ 44.13
Production Employee Level 4	92.4%	\$ 36.99	\$ 38.84	\$ 40.78
Production Employee Level 3	87.4%	\$ 34.99	\$ 36.74	\$ 38.57
Production Employee Level 2	82%	\$ 32.82	\$ 34.46	\$ 36.19
Production Employee Level 1	78%	\$ 31.23	\$ 32.79	\$ 34.43
Stores Person Level 2	85%	\$ 34.03	\$ 35.73	\$ 37.52
Stores Person Level 1	78%	\$ 31.23	\$ 32.79	\$ 34.43

4 th Year Adult Apprentice	90%	\$ 36.03	\$ 37.83	\$ 39.72
1 st -3 rd Year Adult Apprentice	75%	\$ 30.02	\$ 31.52	\$ 33.10
4 th Year Apprentice	88%	\$ 35.23	\$ 36.99	\$ 38.84
3 rd Year Apprentice	75%	\$ 30.02	\$ 31.52	\$ 33.10
2 nd Year Apprentice	55%	\$ 22.02	\$ 23.12	\$ 24.28
1 st Year Apprentice	42%	\$ 16.81	\$ 17.65	\$ 18.53
2 nd Year Adult Trainee	74%	\$ 29.62	\$ 31.10	\$ 32.66
1 st Year Adult Trainee	67%	\$ 26.82	\$ 28.16	\$ 29.57
2 nd Year Trainee	60.94%	\$ 24.39	\$ 25.61	\$ 26.89
1 st Year Trainee	46.54%	\$ 18.63	\$ 19.56	\$ 20.54

*FFPP: first full pay period

NOTE:

The rates of pay for apprentices and trainees are calculated as a percentage of the C10 rate contained in this Agreement.

1st Year Trainee and 2nd Year Trainee under Schedule 1: Wages and Hourly Rates is an employee under the age of 20 years old.

SCHEDULE 2: CLASSIFICATION CRITERIA

Supervisor Level 2	115%	<p>As per Supervisor Level 1, and additionally meets the requirements of the Becker Mining Australia Training & Competency Management System (TCMS).</p> <p>Prior to implementation of the TCMS:</p> <ul style="list-style-type: none"> • appointment or progression to this classification level will be at the Company’s discretion based on performance and business needs; and • Employees at this classification level will be required to meet the criteria of a Supervisor Level 1 and will exercise a greater level of skill and assume greater responsibility than a Supervisor Level 1.
Supervisor Level 1/Leading Hand	110%	<p>A tradesperson who at the discretion of the company is classified as a Leading Hand. A Leading Hand will assume added responsibilities in terms of personnel and resource management and will be issued with a position description outlining the requirements and expectations of the Company whilst performing the Leading Hand Role. Appointment or progression to this classification level will be at the discretion of the Company based on performance and business needs.</p>
Tradesperson Level 2	107%	<p>As per Tradesperson Level 1, and additionally meets the requirements of the TCMS.</p> <p>Prior to implementation of the TCMS:</p> <ul style="list-style-type: none"> • appointment or progression to this classification level is at the Company’s discretion based on performance and business needs; and • Employees at this classification level will be required to meet the criteria of a Tradesperson Level 1 and will exercise a greater level of skill and assume greater responsibility than a Tradesperson Level 1.
Tradesperson Level 1	105%	<p>As per Tradesperson (C10 Rate), and additionally meets the requirements of the Becker Mining Australia Training & Competency Management System.</p> <p>Prior to implementation of the TCMS:</p> <ul style="list-style-type: none"> • appointment or progression to this classification level is at the Company’s discretion based on performance and business needs; and • Employees at this classification level will be required to meet the criteria of a Tradesperson (C10 Rate) and will exercise a greater level of skill and assume greater responsibility than a Tradesperson (C10 Rate).

Tradesperson (C10 Rate)	100%	Tradesperson (C10 Rate) – Trade Qualifications in Electrical or Mechanical.
Production Employee Level 4	92.4%	An Employee who has served the requisite apprenticeship in an electrical or mechanical trade and holds a Craft Certificate or Completion Certificate or equivalent. The Employee will require more than 3 years' experience in the work performed by Becker Mining Australia and be able to demonstrate appropriate expertise.
Production Employee Level 3	87.4%	A production Employee engaged in assisting a tradesperson provided that such assistance will not include the carrying out of work to the full extent of a tradesperson. A Production Employee Level 3 classification will be made at the discretion of the company. Criteria that will be considered include where relevant formal qualifications that have been attained such as Work Cover recognised accreditations and completed non-core trade qualifications relevant to the business activities. The Employee will be required to have more than 18 months experience in the work performed by Becker Mining Australia and be able to demonstrate appropriate expertise in job role.
Production Employee Level 2	82%	A production Employee engaged in assisting a tradesperson provided that such assistance does not include the carrying out of work to the full extent of that of a tradesperson. A Production Employee Level 2 will be at the discretion of the company. Criteria that will be considered include where relevant formal qualifications that have been attained such as Work Cover recognised accreditations and the Employee has more than 12 months experience in the work performed by Becker Mining Australia and be able to demonstrate appropriate expertise in job role.
Production Employee Level 1	78%	A production Employee engaged in assisting a tradesperson provided that such assistance does not include the carrying out of work to the full extent of that of a tradesperson. A Production Employee Level 1 classification will be at the discretion of the company however it will generally apply where no formal relevant qualifications have been attained and the Employee has limited experience in the work performed by Becker Mining Australia. The Employee works in a team environment under routine supervision.
Stores Person Level 2	85%	An Employee engaged in stock and store duties. A Level 2 Classification will be at the discretion of the company. Indicative of the task which an Employee at this level may be required to perform include general labouring and cleaning duties, raising purchase orders, receiving and despatching of goods, loading/unloading of goods, pickup and delivery of items and basic inventory. The Employee will have Work Cover recognised accreditations to

		operate material handling equipment and co-ordinates work in a team environment, requires minimal supervision and assumes a level of responsibility for the performance and efforts of others.
Stores Person Level 1	78%	An Employee engaged in stock and store duties. A Level 1 classification will be at the discretion of the company. Indicative of the task which an Employee at this level may be required to perform include general labouring and cleaning duties, raising purchase orders, receiving and despatching of goods, loading/unloading of goods, pick and delivery of items and basic inventory. The Employee will have Work Cover recognised accreditations to operate material handling equipment and works in a team environment under routine supervision.

EXECUTED BY THE PARTIES AS AN AGREEMENT

Signed for and on behalf of **BECKER MINING AUSTRALIA PTY LTD**

.....
Signature Date

.....
Name Position

The above person is authorised by Becker Mining Australia Pty Ltd to sign this Agreement on its behalf.

Signed for and on behalf of the **EMPLOYEES**

.....
Signature Date

.....
Name Position

The above person is a bargaining representative for the Agreement / the above person is an employee covered by the Agreement.