



Otraco International  
Pty Ltd Enterprise  
Agreement - Coal  
2023

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## 1. Definitions

**Act:** Means the Fair Work Act 2009 (Cth).

**Agreement:** Means this enterprise agreement, being the Otraco International Pty Ltd – Coal 2023.

**Aggregated Annualised Salary:** Means the all-inclusive salary which includes allowances under the award, leave loading and penalty rates.

**Award:** Means the *Black Coal Mining Industry Award 2020 & Vehicle Repair, Services & Retail Award 2020*.

**Base Hourly Rate** Means the hourly rate of pay which forms the basis of the calculations to determine the Aggregated Annualised Wage.

**Casual Employee:** Has the meaning given by section 15 of the Act and shall mean an Employee who was offered and accepted employment on the basis that there is no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

**Coal Mine:** Means a Coal mine where the Company is contracted to perform Operational Mining Work.

**Company or Employer** Means Otraco International Pty Ltd ABN 72 008 809 265 of 491 Abernethy Rd, Kewdale WA 6105 as described at clause 3.1.a) of this Agreement.

**Continuous Roster:** Means an Employee who, over the Roster Cycle may be rostered to work on any of the seven days of the week.

**Employee:** Means an Employee of the Company within the description of clause 3.1.b) of this Agreement.

**Flat Hourly Rate:** Means the amount the aggregated annualised salaries are derived from. This is inclusive of their Rostered Shifts including the Base Hourly Rate of pay, rostered overtime, weekend and shift penalties, public holidays and any other payment, allowance or penalty unless provided for elsewhere.

**FWC:** Means the Fair Work Commission.

**IFA:** Means an Individual Flexibility Arrangement.

**NES:** Means the National Employment Standards.

**Non-Continuous Roster:** Means regularly worked roster cycles in which day/night shifts are rostered to work over five (5) or six (6) days per week.

**Non-Rostered Overtime:** Means overtime, which is worked in addition to the Employee's Rostered Hours.

**Operation:** Means work associated with the Otraco Operations.

**Ordinary Hours:** Means for a full-time employee, 35 hours per week averaged over the roster cycle. .

**Rostered Hours:** Means the ordinary hours of work and rostered overtime worked by Employees according to a regular work pattern.

**Roster Cycle:** Means the period over which a roster repeats and an Employee's ordinary hours average 35.

**Rostered Overtime:** Means overtime, which forms an integral part of the Employee's Rostered Hours which the Employee is required to work.

**Rostered Shift:** Means the shift length that comprises of the Employee's ordinary hours of work and rostered overtime hours.

**Trainee:** Means an Employee in training, not located at a mining site who will work a 5-day, Monday to Friday Roster (no public holidays). The Trainee is the only classification underpinned by the Vehicle Repair, Services & Retail Award 2020.

## **2. Title**

This Agreement shall be called the *Otraco International Pty Ltd Enterprise Agreement – Coal 2023*.

## **3. Parties to and Coverage of this Agreement**

3.1. The parties to this agreement are:

- a) Otraco International Pty Ltd (ABN 72 008 809 265) of 491 Abernethy Rd, Kewdale WA 6105 (the Company); and
- b) The Employees of the Company who are employed in the classifications specified in clause 21.1 working at a Black Coal Mine in the states of Queensland or New South Wales.

3.2. This Agreement covers:

- a) The Company; and
- b) The Employees described in 3.1 b);

3.3. This Agreement does not cover Supervisors or other Employees not detailed in the classifications of Clause 21.1.

## **4. Commencement and Term of the Agreement**

4.1. This Agreement will operate from seven (7) days after the date of its approval by the FWC (Commencement Date).

4.2. This Agreement will operate for three (3) years and has a nominal expiry date that will be three years from the date of approval.

4.3. After expiry, the terms and conditions of this Agreement will continue to operate unless it is terminated or replaced in accordance with the Act.

## **5. Relationship of the Agreement with the Modern Award and the NES**

5.1. This Agreement is a comprehensive Agreement. The Agreement will operate to the exclusion of the *Black Coal Mining Industry Award 2020, Vehicle Repair, Services and Retail Award 2020* or any other award (modern or otherwise).

5.2. The terms of this Enterprise Agreement are to 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.

5.3. Access to the Agreement and the NES - The Company shall ensure that Employees covered by this Agreement shall have access to copies of this Agreement and the NES by electronic means.

## **6. No Extra Claims**

This Agreement is in full and final settlement of all claims, and there will be no extra claims during the nominal term of the Agreement.

## **7. Aims & Objectives**

- 7.1. The Company provides operational services to the mining industry on a contract basis. It is critical that the Company provides its services in a safe, flexible and cost-effective manner to remain competitive. The demand for services fluctuates in accordance with the requirements of the mining industry. The Company therefore requires people who can work efficiently and flexibly within reasonable parameters to meet customer expectations.
- 7.2. The Company is committed to a process of continuous improvement in its competitiveness and the implementation of a best practice approach to work where it is a key component to safety, customer satisfaction, supply improvement and cost reduction.
- 7.3. The objective of this Agreement is to provide terms and conditions of employment for Employees of the Company to enable the provision of flexible and efficient solutions to our clients.

## **8. Employee Performance & Duties**

- 8.1. Employees are required to work to the best of their ability and will perform such work as reasonably required by the Company within the bounds of safety, competence, authorisation, training and the law including coal mine health and safety acts and regulations.
- 8.2. It is accepted that new technologies, systems and legislation may be introduced. The Company will provide Employees with the necessary training to acquire new skills and competencies that may reasonably be provided, subject to client business activities and operational requirements.
- 8.3. The Company may require the Employee to be flexible with respect to work practices including:
  - a) Undertaking further training and obtaining and maintaining licenses required to perform the generic requirements of the positions associated with Otraco Operations, including maintenance of a Heavy Rigid driver's license.
  - b) Acquiring knowledge and skills to operate the plant, equipment, and processes proficiently.
  - c) Undertaking work and duties as reasonably directed by the Company.
  - d) Working in any section of the Company's Operations, including transferring to other projects as directed.
  - e) Working a reasonable amount of overtime as required.
- 8.4. An Employee Performance Appraisal and Development Plan will be conducted formally on an annual basis as a minimum, in accordance with the relevant form located on the Company's Integrated Management System. Employees are required to participate fully in these conversations.

## **9. Company Policies and Procedures**

- 9.1. All Otraco policies, standards and procedures will be binding on Employees but are not incorporated into the Enterprise Agreement or into an Employee's contract of employment.

- 9.2. The Company may introduce new policies, standards and procedures or vary existing policies, standards, or procedures. Employees will be advised of such changes and, where necessary, trained in their application. Company policies, standards and procedures will be freely accessible via hard copy or electronic form.
- 9.3. Employees will comply with Company policies, standards, and procedures providing that they are not contrary to the provisions of this Agreement, the Act or any other legislation.
- 9.4. Employees will also comply with their host sites policies, standards and procedures that apply to them.

## **10. Individual Flexibility Arrangements**

- 10.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
  - a) the Agreement deals with 1 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 1 or more of the matters mentioned in paragraph (a); and
  - c) the arrangement is genuinely agreed to by the Employer and Employee.
- 10.2. The Employer must ensure that the terms of the individual flexibility arrangement:
  - a) are about permitted matters under section 172 of the Act; and
  - 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.
- 10.3. The Employer must ensure that the individual flexibility arrangement:
  - a) is in writing; and
  - b) includes the name of the Employer and Employee; and
  - c) is signed by the Employer 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 Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 10.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5. The Employer 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 Employer and Employee agree in writing — at any time.

## **11. Dispute Resolution**

- 11.1. The aim of this Dispute Resolution Procedure is to:
  - a) provide a mechanism to process grievances and or disputes in an orderly manner;
  - b) enable the processing of disputes expeditiously and without disruption to work or prejudice to the final settlement.
- 11.2. An Employee(s) may engage a representative at any stage of the dispute resolution process.
- 11.3. In the event of an Employee(s) or the Company raising a dispute or grievance arising out of this Agreement or the NES the following actions shall be taken:
  - a) In the event of an Employee having a grievance or dispute, the Employee shall in the first instance attempt to resolve the matter with his/her immediate supervisor, who shall respond to the matter as reasonably practicable under the circumstances. The Employee may, have a support person present at the meeting.
  - b) If the Supervisor does not resolve the grievance or dispute the matter shall be committed to writing by the Employee and the dispute/grievance shall be referred to the Superintendent or their representative if requested by the Employee.
  - c) If the grievance/dispute remains unresolved the matter shall be referred to the Area Manager and the Employee's nominated representative, if requested by the Employee.
  - d) If the grievance/dispute remains unresolved the matter shall be referred to the Operations Manager or General Manager and the Employee's nominated representative, if requested by the Employee.
  - e) Final Step If a dispute in relation to a matter arising under this Agreement or the NES, or employment generally, is unable to be resolved at the workplace and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by mediation and/or conciliation.
  - f) If the dispute remains unresolved, the parties must agree for the matter to be solved by arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective.
  - g) The decision of the member will bind the Parties, subject to either Party exercising a right of appeal against the decision to a Full Bench. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 11.4. Whilst the dispute / grievance procedure is being followed, work will proceed under the conditions prevailing before the dispute. Where those conditions are themselves disputed, work will continue in accordance with the reasonable direction of the Company, the Employee's recognised skills, competence, training and safe working practices.
- 11.5. Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to notify the FWC notwithstanding that the final step has not been reached.



## 12. Consultation

12.1. This term applies if the Employer:

- a) 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
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

12.2. For a major change referred to in paragraph 12.1.a)

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) subclauses 12.3 to 12.9 apply.

12.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

12.4. If:

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

the Employer must recognise the representative.

12.5. As soon as practicable after making its decision, the Employer must:

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

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

12.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

12.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 12.2.a) and subclauses 12.3 and 12.5 are taken not to apply.

12.9. In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:

- a) the termination of the employment of Employees; or
- b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain Employees; or
- f) the need to relocate Employees to another workplace; or
- g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

12.10. For a change referred to in paragraph 12.1.b):

- a) the Employer must notify the relevant Employees of the proposed change; and
- b) subclauses 12.11 to 12.15 apply.

12.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

12.12. If:

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

the Employer must recognise the representative.

12.13. As soon as practicable after proposing to introduce the change, the Employer must:

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

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

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

12.16. In this term:

**relevant Employees** means the Employees who may be affected by a change referred to in subclause 12.1.

### **13. Probationary Period**

- 13.1. All new Employees, other than Otraco Employees transferring from elsewhere within the Otraco business, shall have a probationary period of six (6) months. During this period the Employee's service will count for the purposes of accruing entitlements and benefits, which apply under this Agreement.
- 13.2. During this period, the performance of new Employees will be monitored and where there are any concerns regarding that performance, it will be discussed with them at the earliest convenience. Attempts will be made to correct any minor deficiencies prior to a decision being made on termination. The Employee has the right to request the presence of a support person during this process.
- 13.3. If the Company elects to terminate an Employee during this period, the Employee must be given the termination in writing. During this period either party may terminate employment by giving (1) one week's notice in writing.

### **14. Licenses and Tickets**

- 14.1. As a condition of employment, Employees are required to have a current manual driver's license and police clearance and any other license which is inherent for their role.
- 14.2. If an Employee's ability to meet any of these requirements changes throughout their employment, they must notify their Supervisor immediately.

### **15. Types of Employment**

- 15.1. Employees under this Agreement are to be employed in one of the following categories of employment:
  - a) Full-time; or
  - b) Part-time; or
  - c) Fixed-Term; or
  - d) Casual.
- 15.2. At the time of commencement, a new Full-time, Part-time, Fixed-term or Casual Employee will be provided with a letter of engagement which will specify the category of the Employee's employment. The letter of engagement will also provide the Employee with an outline of their conditions of employment.
- 15.3. A new Employee will be provided with a copy of or electronic access to a copy of this Agreement and the NES.

### **16. Full-Time Employment**

A full-time Employee is engaged to work an average of 35 ordinary hours per week.

## **17. Part-Time Employment**

- 17.1. A part time Employee is one who is engaged by the week to work regular hours less than an average of 35 hours per week. These hours are to be reasonably predictable and agreed in writing specifying at least the hours worked each day; which days of the week; and actual starting and finishing times each day. The regular pattern of work may be varied by agreement in writing.
- 17.2. All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in this Agreement.
- 17.3. Part-Time Employees will receive, unless specified differently, the same terms and conditions of employment as a Full-Time Employee on a direct pro-rata basis of their average ordinary hours to 35.

## **18. Fixed Term Employment**

- 18.1. Employees may be employed on a fixed term basis subject to the requirements of the Act. The fixed term may be for a specified period or project.
- 18.2. Fixed Term Employees can be employed on either a full-time or part-time basis.
- 18.3. Fixed term Employees will be entitled to the same terms and conditions of employment as full-time or part-time (as applicable) employed Employees.
- 18.4. Fixed-term Employees are not eligible to receive severance and/or retrenchment payments for the completion of their fixed period or specified task, unless required by the NES.

## **19. Casual Employment**

- 19.1. A Casual Employee shall be paid the appropriate Hourly Rate, inclusive of a casual loading of 25%. The casual loading is paid in lieu of any classification entitlement to leave as prescribed in this Agreement.
- 19.2. Casual Employees are entitled to some of the terms under this Agreement including overtime rates, weekend penalties, shift loadings, superannuation along with the following leave provisions:
  1. 2 days unpaid carer's leave per occasion;
  2. 2 days compassionate leave per occasion;
  3. paid family and domestic violence leave;
  4. unpaid community service leave.
- 19.3. Termination of a Casual Employee shall require one (1) hours' notice by either party given at any time during the shift or the payment or forfeiture of one (1) hour's pay as the case may be.
- 19.4. Casual Employees are not entitled to severance and retrenchment pay.
- 19.5. Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

## **20. Requests for Flexible Work Arrangements**

- 20.1. Requests for flexible working arrangements are as provided for in the NES.

## 21. Classification Structure

21.1. The Company's classification structure is detailed as follows:

Classification Level	Position Description
Trainee Tyre Fitter	Trainee Tyre Fitter based at the Tyre Training Facility or offsite location
Cert II - Transitional Tyre Serviceperson	4 to 6 months experience following the completion of the Training centre course
Cert II - Tyre Serviceperson	Typically up to 12 months experience as a Cert II - Tyre Serviceperson from leaving the training centre
Tyre Fitter	Greater than 12 months experience with OTR tyre fitting and holds a Cert II
Certificate II Tyre Technician	Can demonstrate a high level of proficiency in OTR tyre Management
Certificate II Tyre Technician – Leading Hand	Certified Tyre Technician, appointed as a Leading Hand

- 21.2. Classification levels are related to units of competency in the required qualification of AUR21920 Certificate II in Automotive Tyre Servicing Technology.
- 21.3. Progression through the classification levels is by appointment by the Company and is conditional upon achieving set units of competency, demonstrating aptitude and having obtained the required practical experience in the workplace.
- 21.4. The units of competency and practical experience required to progress through the different classification levels are outlined in the Otraco Transitional Training Procedure. This procedure is not incorporated into this Agreement.
- 21.5. Employees' appointment as Leading Hand may have their appointment revoked at the discretion of the Company.

## 22. Remuneration

- 22.1. Employees' remuneration is based on an aggregated annualised salary. The aggregated annualised salary is listed in Schedule 1.
- 22.2. Employees receive a 3% increase to their aggregated annualised salary year on year. This will be effective from the first full pay period in January 2024. Employees will receive a backdated payment. Additionally, the pay increases scheduled for 12 months and 24 months following will occur from the first pay period in January 2025 and January 2026.
- 22.3. The relevant increases to remuneration rates are detailed in Schedule 1.

## 23. Shift Penalties

- 23.1. Employees are paid an annualised salary as outlined in Schedule 1. Employees' aggregated annualised salary is all encompassing and includes the additional penalties in this clause.
- 23.2. Ordinary hours worked on the weekends will attract the following penalties:

- a) Saturday: First four hours paid at time and a half (150%); Double time (200%) paid for hours thereafter;
- b) Sunday: All hours paid at double time (200%).

**23.3. Night Shift Allowances:**

- a) Employees working a continuous roster will be paid a 15% night shift allowance for all ordinary hours worked on a night shift associated with a rotating day/night roster.
- b) Employees who work permanent nightshift will be paid a 25% permanent night shift allowance for all ordinary hours worked on a permanent night shift.
- c) Allowances detailed in 23.3 a) and b) are in addition to any applicable weekend penalty as detailed in clause 23.2.
- d) Employees working a Monday – Friday (5 Day) roster will be paid a 15%-night shift allowance for the ordinary hours worked on a night shift associated with this roster.

**24. Allowances**

24.1. Site Allowance: Employees may be entitled to a site allowance, dependent on their classification and the contractual details of their host site. These allowances may be altered:

- a) If the Employee changes classification;
- b) If the Employee changes host site;
- c) If the host site changes the contractual requirements for the company.

**25. Payment of Remuneration**

25.1. All remuneration payable pursuant to this Agreement shall be paid fortnightly in arrears by electronic transfer of funds into an account nominated by the Employee with a bank or other financial institution recognised by the Company.

25.2. Employees hereby authorise the Company to deduct any monies that are deemed as being owed by the Company from their final pay should their employment be terminated by either party.

**26. Ready, Willing and Able to Work**

26.1. An Employee must be ready, willing and able to work his/her rostered days or shifts.

26.2. An Employee shall be entitled to be paid for all Rostered Hours worked.

26.3. However an Employee is not entitled to remain at the workplace, and will not receive payment, for any unworked hours on a day or shift in the following circumstances:

- a) refusal of duty by the Employee;
- b) neglect of duty by the Employee;
- c) serious misconduct by the Employee; or
- d) the Employee being unfit for work (other than due to fatigue, illness or injury).

26.4. Additionally, the Employee is not entitled to be paid for absences, unless on authorised and approved leave.

## **27. Bonus Scheme**

- 27.1. You are invited to participate in a bonus scheme at the discretion of the Company. Details of the scheme will be advised to you. This bonus scheme does not form part of your Total Fixed Remuneration. Any payment or benefit under this bonus scheme does not form part of your salary for the purposes of calculating payment in lieu of notice or any other entitlements.

## **28. Superannuation**

- 28.1. The Company will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992*, into a qualifying superannuation fund.
- 28.2. The Company's default fund is IOOF Portfolio Service Superannuation Fund which can also provide for basic life and salary continuance insurance where the premium is paid from the Employee's superannuation fund.
- 28.3. Where the Employee does not nominate a superannuation fund and the Australian Taxation Office advises that the Employee does not have a stapled superannuation fund, contributions will be made to the Company's default fund.
- 28.4. Employees may elect to provide additional contributions to their complying Superannuation fund from either their gross or net remuneration.
- 28.5. The Company will not offset the statutory contribution against any salary sacrifice amounts Employees have made.

## **29. Salary Sacrifice Arrangements**

- 29.1. Employees are able to purchase the following items, which are currently determined to be Fringe Benefit Tax (FBT) exempt (subject to certain conditions). The items are considered to be exempt as they are classified as "eligible work related items". These currently include:
  - a) A tool of trade – for example, the purchase of workshop tools for a tradesperson
  - b) Novated leasing
  - c) Relocation costs are paid in alignment with the Relocation Procedure.
- 29.2. FBT exempt items are governed by legislation and may change accordingly. Should the legislation change the items in clause 29.1, the Company retains the ability to remove the ability to salary sacrifice these items.

## **30. Employee Travel**

- 30.1. The Company may provide accommodation (including camp accommodation) for Employees. The Company will not charge Employees for costs associated with the accommodation.
- 30.2. Whilst staying in any Company or client provided accommodation, the Employee must adhere to the relevant requirements or rules for the accommodation. Employees conduct whilst residing in company or client-provided accommodation will be considered as work-related conduct and will be managed in accordance with Otraco's policies and procedures.

- 30.3. The Company may require Employees to commute to site or the camp or accommodation by Company/Client-provided transport.
- 30.4. If Company or client provided transport or accommodation is not provided, Employees will be responsible for their own travel.
- 30.5. All travel will be undertaken in the Employees own time and will not be paid.
- 30.6. Travel requirements will be advised to new Employees by the Company at the commencement of employment. Travel requirements are site-specific and may change if an Employee is required to work at an alternative site.
- 30.7. The Company may amend or implement additional and or alternative travel arrangements. In the event this is being considered, the company will advise impacted Employees.

### **31. Mobility & Transfer**

- 31.1. Employees may be required to work at various locations during the course of their employment. The letter of offer will advise the Employee of their initial work location. Any permanent change to the Employee's place of work will be consulted with them, prior to implementation and will be confirmed in writing.
- 31.2. The Company may transfer an Employee from project to project to meet operational demands. The Annualised Aggregated Salary, hours of work, allowances and roster pattern will be as per the relevant conditions for the project or site at which the Employee is transferred to. This may result in a reduction of the Employee's Annualised Aggregated Salary.

### **32. Ordinary Hours**

- 32.1. The Company can determine the shift length to be worked, however the ordinary hours component of the shift will not exceed 10 hours.
- 32.2. For the purposes of determining and calculating shift and weekend penalty rates, the shift will be deemed to have all been worked on the day and shift as nominated in the shift roster.

### **33. Rosters**

- 33.1. The current roster patterns that are in place at the commencement of this Agreement are detailed in Schedule 2.
- 33.2. The Company will advise prospective Employees prior to appointment of the initial work patterns. Employees may be required to work either a 5-day roster (Monday to Friday) or a 6 or 7-day roster to suit the operations and production requirements.

### **34. Change of Roster**

- 34.1. The Company may move Employees from one crew to another crew within the same roster to suit operational requirements by giving either a minimum of 7 days' notice, payment in lieu of overtime or by Agreement with the affected Employees.
- 34.2. Where a change from one existing roster pattern to another is required the Company shall consult with Employees in relation to the roster to be worked. The Company shall be required to provide 14 calendar days written notice of such roster change. A lesser period of notice may be agreed between the Company and the affected Employees.



- 34.3. Where Employees have booked flights and are required to change their roster, the Company will agree to compensate the Employee for any additional costs incurred by the changing of the Employee's flights.
- 34.4. In the event the company plans to implement a new roster that is not detailed in Schedule 2, the consultation provisions in clause 11 will apply.

### **35. Starting/Finishing Point**

- 35.1. The starting and finishing point of an Employee's shift will be the nominated area of the relevant site. Your nominated site will be outlined in your employment contract and could be subject to change.
- 35.2. Employees are required to be at the designated shift starting point, ready to commence work at the designated shift commencement time.
- 35.3. The Company will advise Employees in the event of requiring any changes to the normal starting and finishing times and/or normal starting and finishing points.

### **36. Meal Breaks**

- 36.1. Employees are entitled to one paid 30 minute meal for each 5 hours worked during rostered hours. For clarity, Employees that work less than a 10 hour shift will receive one meal break and shifts of 10 hours or greater will receive 2 meal breaks.
- 36.2. Meal breaks are to be taken at a time to suit the operation of the company, within the following parameters:
  - a) Employees are not to work more than five (5) hours without a paid break.
  - b) The first break is not to be taken before the third hour from the commencement of the shift.
  - c) The second break is to be taken within the last four (4) hours of the shift
  - d) Breaks may be taken at such times as agreed between Employees and their supervisors and will not interfere with continuity of work. Breaks may be staggered within a crew to enable continuity of work or production.
- 36.3. For shifts longer than 10 hours, Employees and the Company may agree to combine the meal breaks to a single one hour meal break, provided the requirements of 33.2 are met.
- 36.4. If an Employee is directed by their supervisor to work greater than five hours without a meal break, they will be paid at overtime rates for the period from five hours, until they have been able to commence their meal break.

### **37. Overtime**

- 37.1. Overtime is the work performed in addition to or outside of the ordinary hours. All Employees are expected to work reasonable overtime, having regard to personal circumstances, health and wellbeing.
- 37.2. Rostered Overtime may be rostered as part of an Employee's normal shift and/or may be required to be worked in addition to a normal shift and/or when an Employee is not rostered for work. Rostered overtime is included in the annualised salary.
- 37.3. Employees are entitled to overtime as follows:

- a) Overtime worked on a Monday to Saturday will be paid for each shift worked at the rate of time and a-half at the base hourly rate for the first three (3) hours and double the base hourly rate thereafter.
  - b) Overtime work performed on Sunday shall be paid at the rate of double the base hourly rate.
- 37.4. Employees working under a 6 or 7-day roster will be paid for all overtime at the overtime rate outlined in Schedule 1. Non-rostered overtime worked on a public holiday will be paid at triple (300%) the base hourly rate.
- 37.5. This clause is to be read in conjunction with clause 23.2.
- 37.6. Employees must receive approval to work non-rostered overtime.
- 37.7. Where an Employee is required to work non-rostered overtime of 1.5 hours before or after the designated shift starting or finishing times, they will be provided with a 30 minute break or pay in lieu thereof.
- 37.8. Where an Employee is recalled to perform duty after completion of the Employee's rostered shift and having left the job site or on a rostered day off shall be paid for minimum of four (4) hours work at the appropriate overtime rate. The Employee shall not be required to work the full four (4) hours if the job, which the Employee has been recalled to complete, is completed within a shorter period.
- 37.9. Rest Period after Overtime
- a) Where non-rostered overtime work is necessary, it will be arranged where possible for Employees to have at least ten (10) consecutive hours off duty between the work of successive days.
  - b) Where an Employee does not get at least ten (10) consecutive hours off duty prior to the start of their ordinary hours the next day, they will be released from duty without loss of pay until they have had ten (10) consecutive hours off duty.
  - c) Where an Employee resumes or continues work at the instruction of the Company without having had ten (10) consecutive hours off duty, the Employee will be paid at double the Base Hourly Rate during ordinary hours worked until the Employee is released from duty.

### **38. Annual Leave**

- 38.1. Employees will accrue leave on a fortnightly basis. They will accrue leave as follows:
- a) 5 or 6 day (non-continuous) roster Employees: 175 hours per annum (5 weeks).
  - b) 7 Day or continuous roster Employees: 210 hours per annum (6 weeks).
- 38.2. Annual leave will be paid at the Aggregated Annualised Salary for both leave taken and leave paid out on termination.
- 38.3. The ordinary hours of each rostered shift will be deducted from the accrual for each shift taken as annual leave.
- 38.4. An Employee may apply to the Company to cash out their accrued annual leave entitlements provided that a minimum of 140 accrued hours entitlement is retained after the cashing out. Any annual leave cashed out must be by separate agreement with the Company in writing. A maximum of 70 accrued hours per year only can be cashed out.

- 38.5. Unless otherwise agreed between the Employee and the Company, an Employee with accrued annual leave must give the Company at least 28 days' notice in writing of the amount of leave to be taken. The Company will grant that leave unless in the Company's opinion the operations will be affected. If the leave is requested in peak periods (e.g. Easter, School Holidays) then the period of response will be two (2) months prior to due date of leave commencement.
- 38.6. Employees with excessive leave balances may be directed to take Annual Leave. Excessive leave balances are defined as:
- a) 5 or 6 day (non-continuous) roster Employees: Ten (10) weeks or 350 hours
  - b) 7 Day or continuous roster Employees: Twelve (12) weeks or 420 hours

### **39. Personal/Carers Leave**

- 39.1. Personal / carer's leave is provided for Employees being unable to attend their rostered shift due to a genuine illness or personal injury; or an illness, injury or unexpected emergency of a member of the Employee's immediate family or household that requires the Employee to care for or support that person.
- 39.2. Full-time Employees will accrue 105 hours of personal / carer's leave on commencement of employment and on each anniversary of that date. Any personal / carer's leave which is not taken by an Employee will accumulate without limitation.
- 39.3. Personal / carer's leave will be paid at the Hourly Rate, based off the aggregated annualised salary for each rostered shift taken. The ordinary hours of the rostered shift length will be deducted from the accrual for each shift taken as personal / carer's leave.
- 39.4. Where the Employee takes personal / carer's leave for part of a rostered shift, the following will apply:
- a) If the absence is fewer than half of the ordinary hours, no deduction from their accrual;
  - b) In any other case, the full ordinary hours of the shift will be deducted.
- 39.5. Employees must notify their supervisor via telephone call, prior to the commencement of the shift, or as soon as reasonably practicable, where they are unable to attend work due to personal / carer's leave. Employees must state the reason for the leave, the nature of the illness or injury and the estimated duration of the absence. A text message or a message sent via another Employee is not an acceptable means of notification.
- 39.6. Employees will be required to provide a medical certificate or other evidence to the satisfaction of the Company where claiming paid personal / carer's leave in the following circumstances
- a) after two (2) or more consecutive days of personal / carer's leave;
  - b) if the absence is immediately before or after a period of Annual Leave;
  - c) if the absence is immediately before, during or after a Public Holiday that the Employee was rostered to work;
  - d) If reasonably requested by the company.
- 39.7. Circumstances where carers leave is requested outside the definition of 'immediate family' will be managed on a case by case basis.

- 39.8. At the discretion of the Supervisor, Employees may be able to access annual leave accruals if they have insufficient personal / carer's leave accruals.
- 39.9. If an Employee whose employment is terminated for the following reasons will be entitled to payment of the Personal/Carers leave as part of their termination:
- a) due to redundancy;
  - b) because of ill health;
  - c) c. by death; or
  - d) d. Retirement (at or after the age of 60).
- The Employee will be paid for unused hours of personal / carer's leave, provided they have a minimum of seventy (70) hours leave owing.
- 39.10. Employees are also entitled to 2 days unpaid carer's leave as per the NES.

#### **40. Compassionate Leave**

- 40.1. Compassionate Leave is provided in accordance with the NES.
- 40.2. In addition to their NES entitlement, should an Employee be notified of the death or serious illness or injury while at work the amount of leave will be extended to include the balance of that shift.

#### **41. Long Service Leave**

- 41.1. Long Service Leave is as per the *Coal Mining Industry Long Service Leave Administration Act 1992* (LSL Act) as amended from time to time. This is currently an accrual long service leave at the rate of 13 weeks for each 8 years of continuous service in the Coal Mining Industry.
- 41.2. An Employee will be paid for long service leave at the aggregated salary on a weekly calendar basis.
- 41.3. Where a recognised public holiday falls within an Employee's long service leave and on a day which would have ordinarily been a working day for that Employee, one ordinary working day for each such holiday must be added to the period of leave.
- 41.4. Employees are entitled to payment of long service on termination in accordance with the LSL Act.

#### **42. Parental Leave**

- 42.1. Parental Leave is provided in accordance with the NES.
- 42.2. Employees' eligibility and entitlements for government paid parental leave shall be in accordance with the *Paid Parental Leave Act 2010* (Cth) and other applicable legislation.
- 42.3. Employees' eligibility and entitlements for any company paid parental leave shall be in accordance with the relevant policy or procedure.

#### **43. Community Service Leave**

- 43.1. Community Service Leave is provided in accordance with the NES.

#### **44. Jury Service Leave**

- 44.1. Where an Employee is required to attend for jury service leave during a rostered shift, the company shall pay the Employee the difference between the amount paid by the courts and their aggregated annualised salary pro-rata.
- 44.2. The Employee is required to advise the company of any payments made for their jury service. The company will then deduct this amount from their next fortnightly pay.

#### **45. Family and Domestic Violence Leave**

- 45.1. Family and Domestic Violence Leave provided for in accordance with the NES.

#### **46. Public Holidays**

- 46.1. The recognised Public Holidays are:
  - a) New Year's Day;
  - b) Australia Day;
  - c) Good Friday;
  - d) Easter Saturday (for those working a continuous roster)
  - e) Easter Monday;
  - f) ANZAC Day;
  - g) Labour Day;
  - h) King's Birthday;
  - i) Christmas Day;
  - j) Boxing Day; and
  - k) Any other day as prescribed by the relevant State or Territory legislation
- 46.2. Employees may be requested to work on public holidays as part of their normal shift roster. Where an Employee's shift roster requires them to work public holidays, payment for working such shifts is included in their aggregated salaries.
- 46.3. Employees rostered to work on a public holiday and who are absent on unapproved, unpaid leave are not entitled to any payment.
- 46.4. Employees whose roster or normal working days fall on a public holiday but are not required to work are entitled to payment of the ordinary hours at the applicable aggregated salary.

#### **47. Accident Pay**

- 47.1. An Employee in receipt of weekly payments under the provisions of applicable workers compensation legislation will be entitled to receive accident pay from the Employer subject to the following conditions and limitations:
- 47.2. An Employer must pay, or cause to be paid, accident pay during the incapacity of an Employee, within the meaning of the applicable workers compensation legislation:
  - a) until such incapacity ceases; or
  - b) until a period of:
    - i. 78 weeks has expired from the date of the injury for injuries that occurred before 1 November 2018; or

- ii. 52 weeks has expired from the date of the injury for injuries that occurred after 1 November 2018;

whichever event occurs first, even if the Employer terminates the Employee's employment within the period.

47.3. For the purposes of this clause, accident pay means:

- a) For the **initial period of 39 weeks** from the date of injury, the difference between the amount of compensation paid to the Employee and the Employee's pro-rata aggregated salary.
- b) For the subsequent period, the difference between the amount of compensation paid to the Employee and the Employee's aggregated salary. The subsequent period is:
  - i. For injuries that occurred before 1 November 2018: 39 Weeks
  - ii. For injuries that occurred after 1 November 2018: 13 Weeks

47.4. In respect of incapacity for part of a week the amount payable to the Employee as accident pay will be a direct pro rata.

47.5. An Employee will not be entitled to any payment under clause 18 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

47.6. In the event that an Employee receives a lump sum in redemption of weekly payments under the applicable workers compensation legislation, the liability of the Employer to pay accident pay as herein provided will cease from the date of such redemption.

47.7. Where the Employee recovers damages from the Employer or from a third party in respect of the said injury independently of the applicable workers compensation legislation, such Employee will be liable to repay to the Employer the amount of accident pay which the Employer has paid under clause 45 and the Employee will not be entitled to any further accident pay thereafter.

47.8. The period of incapacity for work starts on the first day of incapacity, which may be after the date of injury.

47.9. Intermittent absences arising from the one injury are cumulative when assessing the period of incapacity.

#### **48. Stand Down**

48.1. The Company may stand down an Employee, without pay, for all or part of a day in which the Employee cannot usefully be employed because of one of the following circumstances:

- a) industrial action (other than industrial action organised or engaged in by the Employer);
- b) A breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown;
- c) A stoppage of work for any cause for which the Employer cannot reasonably be held responsible.

48.2. For situations pertaining to 46.1 (b) and (c) an Employee may access annual leave provided that sufficient annual leave has been accrued by that Employee.

#### **49. Shut Down of Operations**

- 49.1. The Company may at its discretion, or at the Client's direction, declare either a partial or total shutdown of operations. In this instance the Company will allow an Employee to elect to take annual leave or leave without pay.
- 49.2. The Company will give Employees a minimum of twenty eight (28) days' notice in writing of any impending shut down. This notice period may be of a lesser period where agreed between the Company and majority of Employees concerned in emergency circumstances.
- 49.3. Any period of leave without pay shall not break an Employee's continuity of service but will not count as service for the purpose of annual and personal/carer leave accruals.
- 49.4. The Company may seek volunteers to remain at work during a shut-down period.

#### **50. Wet and Other Weather Conditions**

- 50.1. Where the Company, or the Client, determines that normal work cannot be performed due to weather conditions the following will apply:
  - a) Employees on site will perform alternate duties as required, or undertake training sessions as directed, by their Supervisor. Where alternate duties and/or training is not available then the following options will be applicable:
    - i. Employees can remain on site for the remainder of the shift and receive payment for the full shift; or
    - ii. Take annual leave or unpaid leave for the duration of the work restrictions on that shift. In this instance Employees will be paid the greater of four (4) hours or the actual hours worked prior to leaving site.
  - b) Employees off site and who are directed not to attend for work, or who are unable to attend work, will either:
    - i. Be 'held in readiness' for work and receive payment for the normal rostered shift; or
    - ii. Take annual leave or unpaid leave for the duration of the work restrictions on that shift. In this instance Employees will be paid a minimum of four (4) hours work.
  - c) Where the wet weather event extends into the following shift/s once alternate duties and/or training sessions are exhausted the Company may stand the Employee down without pay in accordance with clause 47.

#### **51. Stand Aside**

- 51.1. If an Employee is involved in an operational incident or allegations of serious misconduct they may be suspended from duty with or without pay at the discretion of Otraco. The Employee may be assigned alternative duties within his/her skills, competency and training until the matter has been investigated and a decision has been made about returning to normal work or implementing disciplinary action or both.
- 51.2. During a period of being stood aside, an Employee must remain available for discussions or meetings as required by Otraco during their normal rostered period.

## 52. Abandonment of Employment

- 52.1. The absence of any Employee from work for a continuous period exceeding three (3) consecutive working days without the consent of the Company or without notification to the Company or any reasonable excuse may result in disciplinary action.
- 52.2. The Company will make a reasonable attempt to contact an Employee and any nominated emergency contact prior to taking any disciplinary action up to and including termination of their employment.
- 52.3. Termination of employment under this clause shall operate from the date of last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the latter.

## 53. Termination of Employment

- 53.1. The Employee must give a minimum of two (2) calendar weeks' notice to terminate employment. In the event the Employee does not provide a minimum of two (2) calendar weeks' notice the Company may withhold two (2) week's pay from any termination entitlements.
- 53.2. Notice of termination by the company shall be given as per the following table or compensation paid in lieu:

Employee's Period of Continuous Service with the Company on Termination	Period of Notice
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

If the Employee is 45 years of age, or older, with at least 2 years of continuous service they are entitled to an additional week of notice.

- 53.3. In the event an Employee is paid in lieu of notice, the following applies:
  - a) The amount of payment instead of notice must be at least the amount the Employee would have been paid if the employment had continued to the end of the required period of notice, calculated on the basis of:
    - i. The Employee's Rostered Hours of work; and
    - ii. The amounts payable to the Employee in respect of those hours, including (for example) allowances and penalties; and
    - iii. Any other amount payable under this Agreement or the Employee's contract of employment.
  - b) Provisions contained in this sub-clause shall not affect the right of the Company to dismiss an Employee summarily, without notice, for serious misconduct. Serious misconduct will be in accordance with *Fair Work Regulations 2009* (Cth).
- 53.4. Where terminations occur due to redundancy caused by:



- a) technological change.
- b) market forces; or
- c) diminution of reserves,

The Employees terminated are entitled to a minimum of four calendar weeks' notice of termination. The amount of payment in lieu of notice period is in accordance with the terms as outlined in clause 53.2.

## **54. Redundancy**

- 54.1. An Employee is made redundant where an Employee's employment is terminated at the Employer's initiative:
  - a) because the Employer no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or
  - b) because of insolvency or bankruptcy of the Employer.
- 54.2. Where contracts with clients come to an end the Company may no longer require the job done by Employees to be done by anyone as part of the ordinary and customary turnover of labour. Where employment comes to an end due to the completion or cancellation of a contract with a client, as ordinary and customary turnover of labour, in these circumstances, Employees are not entitled to redundancy payments and only notice of termination is payable.
- 54.3. Where redundancies are required to be undertaken, the company is required to consult with Employees, in accordance with clause 12.
- 54.4. Regardless of length of employment, the minimum payment due to Employees under this provision whose employment is terminated due to redundancy is two (2) weeks' pay.
- 54.5. When terminations occur due to redundancy the Employees terminated are entitled to severance pay equal to one week's pay for each completed year of employment.
- 54.6. Where redundancies occur due to:
  - a) technological change;
  - b) market forces; or
  - c) diminution of reserves,the Employees terminated are entitled to retrenchment pay equal to two week's pay for each completed year of employment. This payment is additional to the payment prescribed in 53.2, which gives a total of three weeks' pay for each completed year of employment.
- 54.7. For clarity, the meaning of a weeks' pay in this clause is equal to Annualised Aggregated Salary divided by 52 hours.
- 54.8. The Company is not liable for the payments in 53.2 or 53.3 if:
  - a) the Company obtains or causes to be made available for the Employee work:
    - i. that the Employee is competent to perform;
    - ii. in a position that carries the same, or a higher, Base Hourly Rate than the Employee's previous position;
    - iii. that can reasonably be regarded as permanent; and

- iv. allows the Employee to reside in the same general locality as the Employee's previous residence; or
- b) the Employee is transferred to another project.

54.9. Should a Trainee be made redundant, they will be entitled to the provisions of this clause or the NES, whichever is more beneficial.

## **55. Health, Safety and Environment**

- 55.1. The Health and Safety of all persons employed by the Company is considered to be of the utmost importance. Appropriate resources will be made available to ensure compliance with all relevant Acts, Regulations and Codes of Practice to make the workplace safe and without risk to health.
- 55.2. It is a requirement of all Employees to ensure that their jobs are performed safely and without injury to themselves or their workmates, to the environment or equipment.
- 55.3. Employees are required to adhere to all Otraco Health & Safety policies, procedures and work instructions. Where applicable, Employees must adhere to client's health and safety policies and procedures.

## **56. Workplace Training**

- 56.1. The Company will ensure that all Employees are suitably trained to carry out the functions and duties that the Company requires them to perform. Training will be provided at the reasonable direction of the company in accordance with the productive needs of the business.
- 56.2. Training conducted outside of the Employees ordinary hours will be paid for at the overtime rate as detailed in Schedule 1.
- 56.3. If the Employee is required to travel to training, they will follow the process outlined in clause 30.

## **57. Toolbox Talks**

- 57.1. Employees will be required to attend toolbox talks at the Company's discretion during scheduled working hours.

## **58. Fatigue Management**

- 58.1. Employees are required to effectively manage their own fatigue and to comply with the Company's Fitness for Duty and Fatigue Management Standards.
- 58.2. Otraco is required to comply with client site fatigue standards and policies. Should the client's fatigue management standard differ from the Company standard, the more restrictive standard will prevail"
- 58.3. Employees must manage their work and travel time to ensure that they do not exceed the maximum time identified in the Fatigue Management Standards within a 24 hour period.
- 58.4. A travel management plan must be completed by each Employee and submitted to their Manager for approval prior to their commencing employment. Should the Employee change site, or move residence they must complete a new travel management plan.

- 58.5. If Employees are likely to exceed the Fatigue Management Standard in their commute, they must arrange accommodation, at their own expense, to ensure they manage their fatigue.
- 58.6. Breaches of the Fatigue Management Policy are considered misconduct and may result in disciplinary action up to and including termination of employment.

### **59. Fitness for Duty**

- 59.1. Otraco recognises that the misuse or abuse of alcohol and other drugs or engaging in any illegal activities in the workplace can seriously affect workplace safety, work performance and conduct. To achieve the highest safety performance standards Otraco requires all Employees to be free from the influence of alcohol and other drugs (as defined below) when presenting themselves for work and while at work.
- 59.2. Employees must not use, misuse or abuse alcohol or other drugs (legal or illegal) at work, or arrive at or resume work under the influence of such substances. An alcohol and drug testing procedure, including appropriate confidentiality standards will be implemented by Otraco. All Employees must comply with this policy.
- 59.3. Host sites may also have an alcohol and/or drug testing policy and/or procedure. Employees must comply with these policies and procedures.
- 59.4. Host sites may apply a no smoking policy which requires all Employees, customers, contractors and visitors not to smoke on their site. Employees must comply with the host sites requirements.
- 59.5. If any results of tests are above the prescribed level of the assessment criteria specified in the Fitness for Work Standard, and in accordance with the relevant Australian Standard, Employees will be subject to the disciplinary process, up to and including termination of employment.

### **60. Work Clothing & PPE**

- 60.1. Each Employee shall receive one (1) pair of safety boots, four (4) sets of industrial outer clothing and one (1) winter jacket on commencement of employment.
- 60.2. Employee's are entitled to an annual reissue of one (1) pair of safety boots and four (4) sets of industrial outer clothing.
- 60.3. Employees are additionally able to have work boots, clothing or jacket replaced on a fair wear and tear basis upon production of the unserviceable items to the nominated Company representative.
- 60.4. Employees will also be provided personal protective equipment (PPE) as required for their role. Employees are required to utilize the provided PPE.
- 60.5. PPE will be replaced on a fair wear and tear basis on proof of damage.

### **61. First Aid**

- 61.1. Where an Employee successfully completes a recognised Senior First Aid course in their own time the Company will upon production of receipts and their certificate of attainment will reimburse the Employee for the cost of the course.
- 61.2. The Employee will not be paid for the time spent attending the course.

## **62. Medical/Health Checks**

- 62.1. Employees will be required to undertake a full pre-employment medical, and ongoing medicals as required, to obtain clearances to meet the Company's standards and regulations relevant to the Employee's role and to establish fitness for work.
- 62.2. Employees will not be paid for their time attending medical appointments for the purposes of determining their fitness for work.

## **63. Confidential Information**

- 63.1. Employees must not disclose any confidential information to any other person or use any confidential information for their own benefit, or of any other person's, without the prior consent in writing of the Company.
- 63.2. Confidential Information means any information, however communicated or recorded, relating to the businesses of Otraco International Pty Ltd, or any associated entity to which the Employee gain access, whether before or during employment, and includes but is not limited to:
  - a) any trade secret or other commercially sensitive or confidential information of or possessed by any member of Otraco International Pty Ltd, or any associated entity.
  - b) any techniques, methods, computer software, materials, documents or manuals of any member of Otraco International Pty Ltd, or any associated entity used in its business;
  - c) technical information or research concerning products developed or used by any member of the Otraco International Pty Ltd, or any associated entity, its customers and suppliers;
  - d) inventions, improvements or products discovered or developed by any Employee, officer or consultant of any member of the Otraco International Pty Ltd, or any associated entity.;
  - e) any information relating to the business affairs, accounts, market research, marketing plans, sales plans, customer lists, prospects, management or finances of any member of the Otraco International Pty Ltd, or any associated entity.
  - f) the identity of the customers, suppliers, consultants, distributors, agents, contractors and Employees of any member of Otraco International Pty Ltd, or any associated entity and the arrangements between any member of the Otraco International Pty Ltd, or any associated entity and its customers, suppliers, consultants, distributors, agents, contractors and Employees.

## **64. Intellectual Property**

- 64.1. Employees shall inform the Company of results of all work done and of all systems, methods and procedures, which may improve the results of the work undertaken.
- 64.2. The Company shall have full and exclusive rights to innovations developed by Employees, including benefits from letters or patents.

## **65. Workplace Surveillance**

- 65.1. Employees acknowledge that the Company and the Company's clients uses video surveillance equipment in strategically located internal and external areas of the workplace, to monitor movements. Cameras operate continuously and surveillance is therefore ongoing.

65.2. Employees also acknowledge that the Company monitors computer and network use by Employees on an ongoing and regular basis to ensure compliance with relevant laws and Company policies and procedures. The Company may at any time access, monitor, filter and record any communication or information developed, used, received, stored or transmitted by Employees using Company resources. Filtering systems are installed in the Company's network which restrict the flow of certain types of material, including emails and viruses, in and out of the network. Accordingly, some email traffic may be blocked.

## 66. Signatories

SIGNED for and on behalf of:

*Otraco International Pty Ltd*

*M. Galanopoulos* ..... (Signature)

Ms Mary Galanopoulos

Executive Manager – People, Culture and Governance  
Authorised representative of Otraco International Pty Ltd  
223 Rookwood Rd, Chullora NSW 2190.

Signed in the presence of:

*Victor Gordon* ..... (Signature)

*Marlene Victor Gordon* ..... (Name/Title)

*03/05/24* ..... (Date)

SIGNED for and on behalf of **Employees**:

..... (Signature)

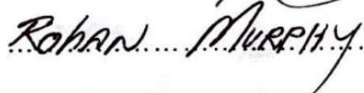
Mr Mitchell Pettigrew  
Of 91 Rudd Street Oxley, QLD, 4075.

Mr Pettigrew is an authorised bargaining representative and in that capacity is authorised to sign the Agreement on behalf of the Employees.

Mr Pettigrew is employed by Otraco International Pty Ltd in the position of Relief Site Supervisor.

Signed in the presence of:

..... (Signature)

..... (Name/Title)

..... (Date)

# Schedule 1: Remuneration Rates

Table 1: Annualised Aggregated salaries: from commencement – Year 1:

Classification Level	Dayshift 12 Hr Shifts, (4 Days on, 3 Days off)	Even-time 12Hr Shift Day (7 Days on, 7 Days off)	Even-time 12.5Hr Shift, Day/ Night (7 Days_on, 7 Days off)	Even-time 12Hr Shift, Day/ Night (4 Panel)	Even-time 12Hr Shift, Day/ Night (7 Days_on, 7 Days off)
Cert II - Transitional Tyre Serviceperson	\$107,328.00	\$93,912.00	\$97,825.00	\$93,912.00	\$93,912.00
Cert II - Tyre Serviceperson	\$114,192.00	\$99,918.00	\$104,081.25	\$99,918.00	\$99,918.00
Cert II - Tyre Fitter	\$123,402.24	\$107,976.96	\$112,476.00	\$107,976.96	\$107,976.96
Certificate II Tyre Technician	\$140,624.64	\$123,046.56	\$128,173.50	\$123,046.56	\$123,046.56
Certificate II Tyre Technician – Leading Hand	\$154,252.80	\$134,971.20	\$140,595.00	\$134,971.20	\$134,971.20

Table 2: Annualised Aggregated salaries: Year 2:

Classification Level	Dayshift 12 Hr Shifts, (4 Days on, 3 Days off)	Even-time 12Hr Shift Day (7 Days on, 7 Days off)	Even-time 12.5Hr Shift, Day/ Night (7 Days_on, 7 Days off)	Even-time 12Hr Shift, Day/ Night (4 Panel)	Even-time 12Hr Shift, Day/ Night (7 Days_on, 7 Days off)
Cert II - Transitional Tyre Serviceperson	\$110,547.84	\$96,729.36	\$100,759.75	\$96,729.36	\$96,729.36
Cert II - Tyre Serviceperson	\$117,611.52	\$102,910.08	\$107,198.00	\$102,910.08	\$102,910.08
Cert II - Tyre Fitter	\$127,096.32	\$111,209.28	\$115,843.00	\$111,209.28	\$111,209.28
Certificate II Tyre Technician	\$144,044.16	\$126,038.64	\$131,290.25	\$126,038.64	\$126,038.64
Certificate II Tyre Technician – Leading Hand	\$158,870.40	\$139,011.60	\$144,803.75	\$139,011.60	\$139,011.60



Table 3: Annualised Aggregated salaries: **Year 3:**

<b>Classification Level</b>	Dayshift 12 Hr Shifts, (4 Days on, 3 Days off)	Even-time 12Hr Shift Day (7 Days on, 7 Days off)	Even-time 12.5Hr Shift, Day/ Night (7 Days_on, 7 Days off)	Even-time 12Hr Shift, Day/ Night (4 Panel)	Even-time 12Hr Shift, Day/ Night (7 Days_on, 7 Days off)
Cert II - Transitional Tyre Serviceperson	\$113,867.52	\$99,634.08	\$103,785.50	\$99,634.08	\$99,634.08
Cert II - Tyre Serviceperson	\$121,130.88	\$105,989.52	\$110,405.75	\$105,989.52	\$105,989.52
Cert II - Tyre Fitter	\$130,915.20	\$114,550.80	\$119,323.75	\$114,550.80	\$114,550.80
Certificate II Tyre Technician	\$148,362.24	\$129,816.96	\$135,226.00	\$129,816.96	\$129,816.96
Certificate II Tyre Technician – Leading Hand	\$163,637.76	\$143,183.04	\$149,149.00	\$143,183.04	\$143,183.04

Table 4: Annualised Aggregated salaries: **Trainees:**

<b>Classification Level</b>	Monday – Friday, Day Shift Only Roster: 45Hr Week, no public holidays worked
Trainee Tyre Fitter: <b>from commencement – Year 1:</b>	\$60,278.40
Trainee Tyre Fitter: <b>Year 2:</b>	\$62,103.60
Trainee Tyre Fitter: <b>Year 3:</b>	\$63,975.60

Table 5: **Base** Rates of Pay:

Classification Level	Base Rates of Pay		
	From commencement – Year 1:	Year 2:	Year 3:
Trainee Tyre Fitter	\$25.76	\$26.54	\$27.34
Cert II Transitional Tyre Serviceperson	\$28.52	\$29.38	\$30.26
Cert II Tyre Serviceperson	\$30.20	\$31.11	\$32.04
Cert II Tyre Fitter	\$32.75	\$33.74	\$34.75
Certificate II Tyre Technician	\$37.39	\$38.51	\$39.67
Certificate II Tyre Technician – Leading Hand	\$40.99	\$42.22	\$43.49

Table 6: **Overtime** Rates of Pay:

Classification Level	Overtime Rates		
	From commencement – Year 1:	Year 2:	Year 3:
Trainee Tyre Fitter	\$51.52	\$53.08	\$54.68
Cert II Transitional Tyre Serviceperson	\$57.04	\$58.75	\$60.52
Cert II Tyre Serviceperson	\$60.40	\$62.21	\$64.08
Cert II Tyre Fitter	\$65.51	\$67.47	\$69.50
Certificate II Tyre Technician	\$74.78	\$77.02	\$79.33
Certificate II Tyre Technician – Leading Hand	\$81.99	\$84.45	\$86.98

# Schedule 2: Rosters

This schedule details all rosters currently worked on Otraco Coal projects. Refer to your contract of employment for your current allocated roster.

Even-time 12.5Hr Shift, Day/ Night (7 Days\_on, 7 Days off)

Start times:

Day Shift:                      Night Shift:  
05:30 – 18:00              18:00 – 5:30

Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues
12.5D	12.5D	12.5D	12.5D	12.5D	12.5D	12.5D								12.5N	12.5N	12.5N	12.5N	12.5N	12.5N	12.5N							

Even-time 12Hr Shift, Day/ Night (7 Days on, 7 Days off)

Start times:

Day Shift:                      Night Shift:  
06:00 – 18:00              18:00 – 06:00

Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed
12D	12D	12D	12D	12D	12D	12D								12N	12N	12N	12N	12N	12N	12N							

Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon
12D	12D	12D	12D	12D	12D	12D								12N	12N	12N	12N	12N	12N	12N	12N						

Even-time 12Hr Shift, Day/ Night (4 Panel)

Day Shift:                      Night Shift:  
06:30 – 18:30              18:30 – 06:30  
05:30 – 17:30              17:30 – 05:30

Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues
	12N	12N					12D	12D		12N	12N	12N				12D	12D	12D		12N	12N					12D	12D
12D	12D		12N	12N	12N				12D	12D	12D		12N	12N				12D	12D		12N	12N					
		12D	12D	12D		12N	12N				12D	12D		12N	12N				12D	12D		12N	12N		12N	12N	12N
12N				12D	12D		12N	12N					12D	12D		12N	12N	12N						12D	12D	12D	

Even-time 12.33Hr Shift Day/ Night: 7 shifts on, 7 shifts off.

Start times:

Day Shift:                      Night Shift:  
06:45 – 19:00              18:45 – 07:00

Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed
12.33D	12.33D	12.33D	12.33D	12.33D	12.33D	12.33D								12.33N	12.33N	12.33N	12.33N	12.33N	12.33N	12.33N							

Even-time 12Hr Shift Day (7 Days on, 7 Days off)

Start times:

Day shift:                      Day shift:                      Day Shift:  
6:00 - 18:00              6:30 - 18:30              5.30 - 17:30

Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed
12D	12D	12D	12D	12D	12D	12D							

Even-time 12Hr Shift Day (7 Days on, 7 Days off)

Start times:

Day shift: 6:00 - 18:00    Day shift: 6:30 - 18:30    Day Shift: 5.30 - 17:30

Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues
12D	12D	12D	12D	12D	12D	12D							

Even-time 12Hr Shift Day (7 Days on, 7 Days off)

Start times:

Day shift: 6:00 - 18:00    Day shift: 6:30 - 18:30    Day Shift: 5.30 - 17:30

Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon
12D	12D	12D	12D	12D	12D	12D							

Dayshift 12Hr Shifts, (4 Days on, 3 Days off)

Start times:

Day shift: 5:00 – 17:00

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12D	12D	12D	12D			

Even-time 12Hr Shift Day/ Night (Lifestyle roster)

Day Shift:            6:00 – 18:00            Night Shift: 18:00 – 06:00  
                           6:30 – 18:30                            18:30 – 06:30  
                           05:30 – 17:30                            17:30 – 05:30

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12D	12D	12N	12N							12D	12D	12N	12N	12N						12D	12D	12D	12N	12N			

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12D	12D	12D	12D							12N	12N	12N	12N	12N						12D	12D	12D	12D	12D			