

H2Flow Hire Enterprise Agreement 2023

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1 Title

This Agreement shall be known as the H2Flow Hire Enterprise Agreement 2023.

2 Application

2.1 This Agreement shall apply to all employees of H2Flow Hire who are:

- (a) engaged at the Company premises operating from 42-44 Frank Heck Close, Beenleigh, Queensland 4207 or at any depot or other location of the Company, and
- (b) engaged in a position which falls within the classification structure set out in clause 13- Classifications and rates of pay.

2.2 The parties to this Agreement are:

- (a) Water Trucks Pty Ltd Trading as H2Flow Hire (“the Company”); and
- (b) All employees employed by the Company who are described in clause 2.1 of this Agreement.

3 Date and period of operation

The Agreement will be lodged with Fair Work Australia and undergo the Better off Overall Test (BOOT). The Agreement shall operate from the 7th day after the date of issue of the notice advising that the agreement has passed the BOOT test. The nominal expiry date will be four (4) years from the date of approval of the Agreement.

4 Objectives of the agreement

The purpose of this Agreement is to improve the health, safety, security, efficiency, productivity and code compliance of the Company and its employees, the means by which are outlined in this Agreement.

5 Relationship to the National Employment Standards

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the Fair Work Act 2009. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

6 Anti-discrimination

- (a) It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer’s responsibilities, pregnancy, religion, political opinion, national extraction or social origin or any association with, or in relation to, a person identified on the basis of any of these attributes.
- (b) Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (c) Nothing in this clause is to be taken to affect:
 - i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
 - ii) any party to this Agreement, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal

Opportunity Commission.

7 Disputes settlement procedure

7.1 Application of Clause

If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

7.2 Representative

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

7.3 Resolution at First Instance

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

7.4 Dispute Not Resolved at First Instance

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

7.5 Referral to Fair Work Commission

The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

7.6 Appeal

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

7.7 During Dispute

While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

7.8 Abide by Decision

The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

8 Flexibility Provisions

8.1 Flexibility

An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement 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.

8.2 Terms of Flexibility Arrangement

The employer must ensure that the terms of the individual flexibility arrangement:

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

8.3 Requirements

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 enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 Employer to Provide Copy

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 Termination

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.

9 Consultative mechanism and procedures

9.1 Consultation Term

9.1.1 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.

9.1.2 For a major change referred to in paragraph 9.1.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 9.1.3 to 9.1.9 apply.

9.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.1.4 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.

9.1.5 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.

9.1.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

9.1.8 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 9.1.2(a) and subclauses 9.1.3 and 9.1.5 are taken not to apply.

9.1.9 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.

9.2 Change to regular roster or ordinary hours of work

9.2.1 For a change referred to in paragraph 9.1.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 9.2.2 to 9.2.7 apply.

9.2.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.2.3 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.

9.2.4 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).

9.2.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.2.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.2.7 In this term:

relevant employees means the employees who may be affected by a change

referred to in subclause 9.1.

10 Direction to carry out duties

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

11 Employment categories

All employees will receive a letter of employment, outlining who they are employed by, their commencement date, status, position, classification level, number of hours of work and relevant rate of pay.

11.1 Casual Employment

- 11.1.1 A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate listed in clause 13.1. The rate constitutes part of the casual employee's all-purpose rate which includes a 25% casual loading to compensate for annual leave, paid personal leave, public holidays not worked, redundancy and notice of termination.
- 11.1.2 On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of three hours work or for a pre-agreed period of time.
- 11.1.3 In order to meet his or her personal circumstances a casual employee may request, and the Company may agree, to an engagement for less than the minimum of three hours.
- 11.1.4 Casual employees will receive additional hours after specified standard hours, outlined in sub-clause 15.1, have been reached.
- 11.1.5 Casual employees will receive pro rata accrual of Long Service Leave for the hours worked.
- 11.1.6 Where possible, based on merit (not subject to term of employment), casuals will be offered permanent positions as they arise or in accordance with the NES.

11.2 Probation Period

- 11.2.1 Full time and Part time employees will complete a six (6) month probation period from the date they are appointed to full time or part time employment, for the purpose of determining the employee's suitability for ongoing employment.
- 11.2.2 The period of casual service does not count towards the employee's qualifying period unless:
 - (a) the employment as a casual employee was on a regular and systematic basis; and
 - (b) during the period of service as a casual employee, the employee had a reasonable expectation of continuing employment by the Company on a regular and systematic basis.

11.3 Full-time Employment

Any employee not specifically engaged as being a part-time, casual, apprentice or employee for a specific period of time or a specific task or tasks is for all purposes of this Agreement a full-time employee.

11.4 Part-time Employment

11.4.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.

11.4.2 In order to meet his or her personal circumstances a part-time employee may request, and the Company may agree to an engagement for less than the minimum of three hours.

11.4.3 Before commencing part-time employment, the employee and the Company must agree in writing:

- (a) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
- (b) The terms of this agreement reached in clause (a) above may be varied by consent.
- (c) The part-time employment agreement under clause 11.4 or any variation to it must be retained by the Company and a copy of the agreement and any variation to it must be provided to the employee by the Company.

11.4.4 The terms of this agreement shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

11.4.5 Additional hours

A part-time employee who is required by the Company to work in excess of their agreed hours shall be paid for all additional hours in accordance with the Additional Hours Clause in this agreement.

11.4.6 Public Holidays

Where the part-time employee's normal paid hours fall on a public holiday as outlined in this agreement and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with the Public Holiday Clause in the agreement.

11.5 Employment for a Specific Period of Time or a Specific Task or Tasks

11.5.1 An employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.

11.5.2 The details of the specific period of time or specific task/s shall be set out in writing and retained by the Company. The Company shall provide a copy to the employee.

11.5.3 Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a full-time, part-time or casual employee immediately following such contract of employment.

11.6 Definition of shiftworker for the purposes of the NES

11.6.1 For Mechanical, Administration and Workshop Employees, a shiftworker is an employee who is regularly rostered to work on Sundays and public holidays in a business in which the worker's shifts are continuously rostered 24 hours a day for seven days a week and is entitled to accrue five (5) weeks of annual leave per year.

- 11.6.2 For Driver Employees, a shiftworker is an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; who is regularly rostered to work on Sundays and public holidays, and is entitled to accrue five (5) weeks of annual leave per year.

12 Training

12.1 Increasing skill

The parties agree that the productivity of the Company will be improved by increasing the skills of individual employees.

12.2 Employee Agreement

Employees agree to co-operate with, and participate in, training required in the workplace. This involves both receiving training, and where necessary, assisting other employees in achieving additional skills in the job.

12.3 Training Plans

- 12.3.1 Training plans may be implemented as a result of a skills analysis of employees. This process will ensure a fully trained, and therefore fully utilised, workforce.
- 12.3.2 Training set down by the plan will be carried out as far as possible in ordinary time. Any payments over and above the ordinary time rate would be negotiated on an individual basis between the employees and Management.

12.4 Payment and Costs of Training

- 12.4.1 If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave. This shall not prevent the Company and employee(s) agreeing to paid leave for other relevant training.
- 12.4.1 Training undertaken at the direction of the Company outside of ordinary hours will be paid as overtime.
- 12.4.2 Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Subject to the presentation of reports of satisfactory progress, reimbursement may be on an annual basis.
- 12.4.3 Accommodation, meals and travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred shall be reimbursed.

13 Classifications and rates of pay

13.1 Rates of Pay for Adult Employees

Classification and Rates of Pay

DRIVERS

Classification	Description	Ordinary Hours Mon-Fri	Additional Hours Rate Mon-Fri	Additional hours Rate Saturday	Additional hours Rate Sunday	Public Holiday Rate
Driver Permanent-day shift	Level 4	\$30.01	\$34.67	\$52.50	\$56.40	\$65.50
Driver Permanent-night shift	Level 4	\$34.10	\$45.54	\$54.30	\$56.40	\$65.50
Driver Casual	Level 4	\$35.76	\$41.40	\$52.50	\$56.40	\$73.00
Driver Casual- night shift	Level 4	\$44.12	\$49.68	\$53.30	\$64.17	\$73.00
Driver Permanent-day shift	Level 5	\$33.12	\$41.75	\$55.89	\$57.96	\$69.58
Driver Permanent-night shift	Level 5	\$36.81	\$55.00	\$55.89	\$57.96	\$69.58
Driver Casual	Level 5	\$39.95	\$55.00	\$55.89	\$57.96	\$76.69
Driver Casual- night shift	Level 5	\$50.42	\$55.00	\$59.30	\$68.06	\$76.69

Classification	Allowances						
	12 hours or more Monday-Friday	10 hours or more Saturday	12 hours or more Saturday	50 hours or more per week	60 hours or more per week	72 hours or more per week	Meal Allowance (=>12 hours)
Driver Permanent (L4)- day shift	\$45.00	\$75.00	N/A	N/A	\$220.00	\$270.00	\$20.02
Driver Permanent (L4)- night shift	\$45.00	\$75.00	\$125.00	N/A	\$355.00	\$410.00	\$20.02
Driver Casual (L4)	\$45.00	\$125.00	N/A	\$50.00	\$260.00	\$315.00	\$20.02
Driver Casual (L4)- night shift	\$45.00	\$75.00	\$250.00	\$50.00	\$355.00	\$410.00	\$20.02
Driver Permanent (L5)- day shift	\$45.00	\$75.00	N/A	N/A	\$230.00	\$285.00	\$20.02
Driver Permanent (L5)- night shift	\$45.00	\$75.00	N/A	N/A	\$380.00	\$460.00	\$20.02
Driver Casual (L5)	\$45.00	\$125.00	N/A	N/A	\$270.00	\$325.00	\$20.02
Driver Casual (L5)- night shift	\$45.00	\$75.00	\$250.00	N/A	\$365.00	\$420.00	\$20.02

WORKSHOP EMPLOYEES

Classification	Description	Ordinary Hours Mon-Fri	Additional Hours Rate Mon-Fri
Workshop Employees	Level 1- Permanent	\$25.87	\$43.30
	Level 1- Casual	\$31.05	\$50.90
	Level 2- Permanent	\$26.39	\$44.50
	Level 2- Casual	\$33.12	\$52.30
	Level 3- Permanent	\$27.42	\$46.20
	Level 3- Casual	\$33.63	\$54.20
	Level 4- Permanent	\$28.46	\$47.80
	Level 4- Casual	\$34.67	\$56.00
	Level 5- Permanent	\$29.23	\$49.00
	Level 5- Casual	\$35.19	\$57.40
	Level 6- Permanent	\$29.75	\$50.00
	Level 6- Casual	\$36.12	\$59.00
	Level 7- Permanent	\$33.12	\$53.00
	Level 7- Casual	\$39.84	\$64.50

Classification	Allowances		
	12 hours or more Mon-Fri	60 hours or more/week	Meal Allowance (=>12 hours)
Workshop Permanent (L1)	\$45.00	\$175.00	\$20.02
Workshop Casual (L1)	\$45.00	\$175.00	\$20.02
Workshop Permanent (L2)	\$45.00	\$175.00	\$20.02
Workshop Casual- Level 2	\$45.00	\$175.00	\$20.02
Workshop Permanent- Level 3	\$45.00	\$175.00	\$20.02
Workshop Casual- Level 3	\$45.00	\$175.00	\$20.02
Workshop Permanent- Level 4	\$45.00	\$175.00	\$20.02
Workshop Casual- Level 4	\$45.00	\$175.00	\$20.02
Workshop Permanent- Level 5	\$45.00	\$175.00	\$20.02
Workshop Casual- Level 5	\$45.00	\$175.00	\$20.02
Workshop Permanent- Level 6	\$45.00	\$175.00	\$20.02
Workshop Casual- Level 6	\$45.00	\$175.00	\$20.02
Workshop Permanent- Level 7	\$45.00	\$175.00	\$20.02

Workshop Casual- Level 7	\$45.00	\$175.00	\$20.02
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ADMINISTRATION EMPLOYEES

Classification	Description	Ordinary Hours Mon-Fri	Additional hours Rate Mon-Fri
Administration Assistants	Level 1-1 Permanent	\$25.22	\$30.86
	Level 1-1 Casual	N/A	N/A
	Level 1-2 Permanent	\$26.26	\$31.40
	Level 1-2 Casual	N/A	N/A
	Level 1-3 Permanent	\$27.31	\$31.95
	Level 1-3 Casual	N/A	N/A
	Level 2-1 Permanent	\$28.36	\$33.06
	Level 2-1 Casual	N/A	N/A
	Level 2-2 Permanent	\$29.89	\$39.48
	Level 2-2 Casual	\$35.72	\$50.70
Administration Co-Ordinators	Level 3- Permanent	\$30.46	\$43.48
	Level 3- Casual	\$37.47	\$50.70
Allocations Co-Ordinators	Level 4- Permanent	\$31.52	\$47.60
	Level 4- Casual	\$38.57	\$53.70

	Level 5- Permanent	\$32.49	\$60.45
	Level 5- Casual	N/A	N/A

Junior employees must be paid the following percentage of the appropriate wage rate in Admin Level 1, Level 2 & Level 3.

Age	%
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

13.2 Higher Duties

Where an employee is requested to undertake duties that carry a higher rate than his or her ordinary classification, then they shall be paid at the higher rate.

The employee who works 4 hours of less on a day shall be paid higher duties for the time worked and employee required on higher duties for more than 4 hours shall receive the higher duties for the entire shift.

13.3 Annual Increase

Your pay rate will not fall below the FWA standard. H2Flow Hire management will undertake to review wage levels each year to ensure the BOOT test is met against the underlying awards. Any wage increases will be subject to company profitability and productivity levels.

13.4 No Standby

The Company does not and will not require staff to be on call or standby.

14 Payment of wages

14.1 Period of Payment

14.1.1 Wages shall be paid fortnightly.

14.1.2 The pay week starts on a Monday and finishes on a Sunday.

14.1.3 The payroll will be processed and transmitted on a Tuesday.

14.1.4 If the payroll processing day falls on a Public Holiday, the payroll will be processed on the day after (Wednesday).

14.2 Method of Payment

14.2.1 Wages shall be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.

14.2.2 The company will not be responsible for Bank delays in transfer or receipt of pays.

14.3 Payment of Wages on Termination of Employment

14.3.1 On termination of employment, wages will be paid within 2 business days. Documentation shall be posted immediately thereafter.

14.3.2 Termination pay will include:

- (a) Payment for hours worked;
- (b) Payment for annual leave accrual;
- (c) Payment of long service leave accrual, if the employee has worked 7 consecutive years; and
- (d) If applicable payment in lieu of notice.

15 Hours of Work

15.1 Ordinary hours of work

15.1.1 Ordinary hours of work are 38 hours per week, excluding unpaid meal breaks.

15.1.2 The 5 shifts of ordinary hours of work may be worked on any day of the days of the week, Monday to Sunday.

15.1.3 The span of ordinary hours is:

- (a) For day shift drivers, mechanics, administration and workshop supervisor:

between 6 am and 6pm daily; and

- (b) For night shift drivers: between 6pm and 6am Monday to Sunday. By agreement between the employer and affected employee(s), the span of ordinary hours referred to in clause 15.1.3 may be altered by up to two hours at either end of the span but will not be greater than 12 hours.

15.1.4 The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company.

15.1.5 A worker required to work on a public holiday must be paid for a minimum of four hours work at the public holiday rate.

15.1.6 Casual Mechanical and Workshop Employees will not be required to work solely on a Saturday.

15.1.7 Driver employees will not be required to work solely on a Sunday.

15.2 Requests for flexible working arrangements

15.2.1 Employee may request change in working arrangements if:

- (a) any of the circumstances referred to in subsection 15.2.2 apply to an employee; and
- (a) the employee would like to change his or her working arrangements because of those circumstances;

then the employee may request the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

15.2.2 The following are the circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (a) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (b) the employee has a disability;
- (c) the employee is 55 or older;
- (d) the employee is experiencing violence from a member of the employee's family;
- (e) the employee provides 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 the member is experiencing violence from the member's family.

15.2.3 To avoid doubt, and without limiting subclause 15.2.1 an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (a) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

15.2.4 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee--the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or

(a) for a casual employee--the employee:

(i) is a long-term casual employee of the employer immediately before making the request; and

(ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

15.2.5 Formal requirements

The request must:

(a) be in writing; and

(b) set out details of the change sought and of the reasons for the change.

15.2.6 Agreeing to the request

The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

15.2.7 The employer may refuse the request only on reasonable business grounds.

15.2.8 Without limiting what are reasonable business grounds for the purposes of subclause 15.2.7, reasonable business grounds include the following:

(a) that the new working arrangements requested by the employee would be too costly for the employer;

(b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;

(c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;

(d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;

(e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

15.2.9 If the employer refuses the request, the written response under subclause 15.2.6 must include details of the reasons for the refusal.

15.3 Make up time

An employee may elect, with the consent of the Company, to work make up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this EA.

15.4 Meal breaks

15.4.1 An employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:

(a) in cases where other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee must not be required to work for more than six hours without a break for a meal break; or

(b) by agreement between the Company and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the ordinary time rate without a meal break. The time of taking a scheduled meal break or rest break by one or more

employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.

15.4.2 The Company may stagger the time of taking meal and rest breaks to meet operational requirements.

15.5 Meal Allowance

This clause 15.5 does not apply to Administration employees.

Driver and workshop employees will be paid a meal allowance of \$20.02 if it is mutually agreed that the total hours worked in a continuous shift exceeds 12 hours.

15.6 Travel Allowance

This clause 15.6 does not apply to Administration or Workshop employees.

Where the usual home depot is temporarily changed then the employee will be paid a daily travel allowance for each day that the employee is required to travel more than 30km from the usual home depot to the relocated site.

The daily travel allowance payable pursuant to this clause is as follows:

(a) Where the temporary home depot is between 30km and 60km from the usual home depot:

	Daily Travel Allowance
Level 4 Permanent	\$26.18
Level 4 Casual	\$32.70
Level 5 Permanent	\$27.82
Level 5 Casual	\$34.75

or

(b) Where the temporary home depot is more than 60km from the usual home depot:

	Daily Travel Allowance
Level 4 Permanent	\$39.27
Level 4 Casual	\$49.09
Level 5 Permanent	\$41.73
Level 5 Casual	\$52.12

15.7 Rest Breaks During Shift

15.7.1 An employee is entitled to 2 paid rest breaks of 15 minutes, for each 8-hour shift.

15.7.2 The company is guided by the National Heavy Vehicle Regulator with regards to Fatigue Management Guidelines.

15.8 Footwear Allowance

15.8.1 Employees are entitled to an annual footwear allowance of \$100.00 for the purpose of purchasing safety boots or suitable footwear. The footwear allowance is payable in the first pay cycle after the first 12 months of service and every 12 months thereafter.

16 Additional and Excess Hours

16.1 Payment for working additional hours

16.1.1 For all work done outside ordinary hours on any shift, the Additional Hours rate is listed in clause 13 and is paid until the completion of the additional hours work.

16.1.2 The hourly rate, when computing additional hours, is listed in the table at clause 13 and only payable after the completion of 2 additional hours at the normal rate. E.g. an employee works 38 ordinary hours plus 6 additional hours they are paid at 38 hours Normal Rate first 2 additional hours at normal rate then the remaining 4 hours at the additional hours rate.

16.1.3 In computing additional hours each week's work stands alone.

16.2 Requirement to work reasonable additional hours

16.2.1 The Company may require an employee to work reasonable additional hours at additional hours rates.

16.2.2 The requirement to work additional hours shall be limited as follows:

- i) Administration: no more than 2 additional hours per week;
- ii) Workshop Supervisor: no more than 15 additional hours per week;
- iii) Drivers: no more than 20 additional hours per week unless mutually agreed in advance in writing, provided that it will be an average of no more than 128 hours in each 4-week cycle for day shift and an average of 80 hours for night shift.
- iv) Mechanics: no more than 20 additional hours per week unless mutually agreed in advance in writing, provided that it will be an average of no more than 128 hours in each 4-week cycle.

16.2.3 An employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable having regard to:

- i) any risk to employee health and safety;
- ii) the employee's personal circumstances including any family responsibilities;
- iii) the needs of the workplace or enterprise;
- iv) the notice, if any, given by the Company of the additional hours and by the employee of their intention to refuse it; and
- v) any other relevant matter.

16.3 One in, all in does not apply

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

16.4 Rest period after additional hours

16.4.1 When additional hours work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.

16.4.2 By agreement between the Company and individual employee, the 10-hour break provided for in clause 16.4.1 may be reduced to a period of no

less than eight hours.

16.5 Saturday work

An employee required to work additional hours on a Saturday must be afforded at least three hours work or be paid for three hours at the Saturday hours rate.

16.5.1 Mechanical, Administration and Workshop Employees are not required to work on Saturday.

16.6 Sunday work

An employee required to work additional hours on a Sunday must be paid for a minimum of three hours work at the Sunday hours rate.

16.6.1 Mechanical, Administration and Workshop Employees are not required to work on Sunday.

16.7 Public holiday work

16.7.1 An employee requested to work additional hours on a public holiday must be paid for a minimum of four hours work at the public holiday rate.

16.7.2 An employee is entitled to reasonably refuse a request to work on a public holiday as set out in the National Employment Standards.

16.7.3 Mechanical, Administration and Workshop Employees are not required to work on Public Holidays.

16.8 Payment for working excess hours: Workshop employees

This clause 16.8 does not apply to Administration or Driver employees.

Workshop employees will be paid a fixed rate allowance as listed in clause 13 if the hours worked:

- (a) Are equal to or more than 12 hours Monday to Friday;
- (b) Are equal to or more than 8 or 12 hours on a Saturday; and
- (c) Are equal to or more than 60 hours over a 7-day roster period.

16.9 Payment for working excess hours: Driver employees

This clause 16.9 does not apply to Administration or Workshop employees.

Driver employees will be paid a fixed rate allowance as listed in clause 13 if the hours worked:

- (a) Are equal to or more than 12 hours Monday to Friday;
- (b) Are equal to or more than 8 or 12 hours on a Saturday; and
- (c) Are equal to or more than 60 or 72 hours over a 7-day roster period.

16.10 Payment for working excess hours: Administration employees

(a) Administration Employees are not required to work on Public Holidays. In the unlikely event that Administration Employees are required to work on a Public Holiday, they will be paid at the rate of double time and a half of the Ordinary Hours rate.

(b) Administration Employees are generally not required to work Additional Hours.

In the unlikely event that Administration Employees are required to work overtime they will be paid as follows:

- (i) All additional hours worked Monday to Friday will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (ii) All work done on a Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) All work done on a Sunday must be paid for at the rate of double time.
- (iv) An employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided the employee is available for work for four hours.

17 Public holidays

Public Holidays payments apply to employees other than casual employees. Part time employees are paid pro-rata.

17.1 Prescribed Holidays

Full-time and part time employees under this Agreement are entitled to the following public holidays, without loss of pay:

New Year Day

Australia Day

Good Friday

Easter Monday

Anzac Day

Kings Birthday

Labour Day

Show Day

Christmas Day

Boxing Day

Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

17.2 Part-time Employees

Refer to Part-Time Employee clause.

17.3 Substitution of Certain Public Holidays Which Fall on a Weekend

17.3.1 Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.

17.3.2 Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.

17.3.3 Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

17.4 Rostered day off falling on public holiday

If an employee is rostered to work Tuesday to Saturday and the Public Holiday falls on a Monday, the employee will be given an alternate day off in the pay week.

17.5 Payment for Time Worked on a Public Holiday

Refer to Clause 13 of this agreement.

17.6 Public Holidays Falling During a Period of Annual Leave

Refer to the Annual Leave clause in this agreement.

18 Absence from duty

Unless a provision of this agreement states otherwise (e.g. sick leave), an employee not attending for duty will lose their pay for the actual time of such non- attendance.

19 Standing down employees

19.1 Application of Clause

19.1.1 This clause 19 does not apply to Administration and Workshop Supervisor employees.

19.1.2 The Company has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible. E.g. inclement weather.

19.2 Consideration towards wet day stand-down allowance

19.2.1 Where a full-time employee is not able to perform any work at any location in accordance with this clause 19, the employee will receive payment at the ordinary award rate for ordinary hours. Payment for time lost is subject to a maximum of 34 hours pay in any four-week period for each employee and is subject to adherence to the terms of this clause.

19.2.2 If an employee commences employment during a four-week period, the employee will be credited with:

- (a) 32 hours where the employee commences on any working day within the first week;
- (b) 24 hours where the employee commences work on any working day within the second week;
- (c) 16 hours where the employee commences work on any working day within the third week; and
- (d) 8 hours where the employee commences work on any working day within the fourth week on any four-week period.

19.2.3 A part-time employee will be entitled to payment on a pro rata basis according to the number of ordinary hours agreed to be worked in the four-week period. The method of calculation of a part-time daily hire employee's proportionate employment will be:

$$\frac{2}{152} \times \text{Number of agreed hours during the four-week period}$$

152

19.2.4 Standing down occurring during overtime will not be taken into account for the purposes of this clause and employees will not be entitled to any payment for stoppages that occur outside of ordinary hours.

20 Personal / carers leave

Paid personal/carer's leave entitlements are provided in accordance with the National Employment Standards and apply to employees other than casual employees. Part time employees are pro-rata.

20.1 Entitlements

20.1.1 Maximum ten (10) days of paid personal/carer's leave per year (includes sick leave and carer's leave).

20.1.2 Two (2) days of unpaid carer's leave per occasion (a permissible occasion)

20.1.3 Two (2) days of paid compassionate leave per occasion

20.2 Accrual Rate

20.2.1 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

20.3 Taking paid personal/carer's leave

20.3.1 An employee may take paid personal or carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness or injury affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
- (c) a personal illness, or personal injury, affecting the member; or
- (d) an unexpected emergency affecting the member.

20.3.2 Definition of Immediate Family

Employee's spouse (including de facto spouse, former spouses, or former de facto spouses), child, parent, grandparent, grandchild or sibling. In addition, immediate family includes the child, parent, grandparent, grandchild or sibling of the employee's current or former spouses (including de facto spouses).

20.3.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

20.3.4 Payment for paid personal/carer's leave

If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the Company must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

20.4 Unpaid carer's leave

20.4.1 Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

20.4.2 Taking unpaid carer's leave

20.4.2.1 An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in Entitlement to unpaid carer's leave

20.4.2.2 An employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the employee and his or her Company agree.

20.4.2.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

20.5 Compassionate leave

20.5.1 Entitlement to compassionate leave

20.5.1.1 An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

20.5.2 Taking compassionate leave

20.5.2.1 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Entitlement to Compassionate Leave; or
- (b) after the death of the member of the employee's immediate family or household referred to in Entitlement to Compassionate Leave.

20.5.2.2 An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2-day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and his or her Company agree.

20.5.2.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

20.5.3 Payment for compassionate leave (other than for casual employees)

If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the Company must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

20.6 Notice and evidence requirements

20.6.1 Notice

When taking personal/carer's leave an employee must notify the company that they are unable to attend work for the period, or expected period, of the leave as follows;

Shift Start Time	Must Call	Contact
Any Shift	As soon as practicable	Your Supervisor.

20.6.2 Evidence

20.6.2.1 An employee who has given his or her Company notice of the taking of leave under this Division must, if required by the Company, give the Company evidence that would satisfy a reasonable person that:

- (a) if it is paid personal/carer's leave—the leave is taken for a reason specified in Taking Paid Personal/Carer's Leave; or
- (b) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Taking Unpaid Carer's leave or
- (c) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Taking Compassionate Leave
- (d) Two days of personal /carer's leave can be taken per anniversary year, without presenting evidence that would satisfy a reasonable person.

20.6.3 Compliance

An employee is not entitled to take leave under this Division unless the employee complies with the notice and evidence requirements.

21 Annual leave

- (a) Annual leave applies to employees other than casual employees. Part time employees are pro-rata.
- (b) Subject to the terms of this clause, full time and part time (pro-rata) employees are entitled to accrue four weeks annual leave per year.
- (c) The rate of pay that an employee receives while on annual leave must be at least equal to the employee's basic periodic rate of pay immediately before the period of leave begins.

21.1 Accrual rate

An employees' 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.

21.2 Loading on Annual Leave

Annual leave loading is included in your rate of pay.

21.3 Taking paid annual leave

21.3.1 Paid annual leave may be taken for a period agreed between an employee and the Company.

21.3.2 The Company must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

21.4 Public Holidays Falling in a Period of Leave

If any public holiday outlined in this Agreement falls within an employee's period of annual leave, the public holiday is paid as a public holiday and annual leave is not used to cover the public holiday.

21.5 How to Apply for Annual Leave

A Leave Application is to be completed by the employee and submitted to their Supervisor.

The approval process is as follows

- Supervisor's approval
- Group General Manager

Annual leave is approved if it does not interfere with the running of the business.

21.6 Payment for period of annual leave

- 21.6.1 Before going on annual leave, employees must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 21.6.2 The wages to be paid must be worked out on the basis of what the employee would have been paid under this agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the agreement, first aid allowance and any other wages payable under the employee's contract of employment including any over-award payment.
- 21.6.3 The employee is not entitled to payments in respect of additional hours, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

21.7 Shut Down Period

- 21.7.1 The Company will provide no less than four weeks' notice of a shutdown period.
- 21.7.2 The Shut Down Period does not relate to strike or any unforeseen circumstances, which is covered in clause 19 Standing Down Employees.
- 21.7.3 The Company may direct employees to take paid annual leave for a particular period when the Company shuts down the business (e.g. Christmas).
- 21.7.4 An employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and will be requested to take unpaid leave for the remainder of the closedown;
- 21.7.5 When an employee starts as a full time or part time employee they will be advised in writing that the company has shut down periods. At this time the employee will be requested to take leave without pay during these shut down periods if they have not accrued sufficient leave.

21.8 Direction to Take Leave

If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving not less than four weeks' notice of 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.

21.9 Cashing Out Leave

- 21.9.1 Employees may request in writing, each 12-month anniversary period, to cash out any credited annual leave entitlement, as long as the remaining accrued annual leave entitlement is greater than 4 weeks. Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 21.9.2 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee.
- 21.9.3 The Company prohibits from exerting undue influence or undue pressure

on the employee to cash out the employee's leave.

21.9.4 The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave, which includes any leave loading.

21.9.5 The amount will be taxed at the employee's marginal rate not taking into consideration the tax-free threshold.

21.9.6 The Company's preference is that employees take their accrued annual leave as annual leave and not to cash the money out.

22 Long service leave

22.1 Provision of Long Service Leave

22.1.1 The provision of the Industrial Relations Act 2016 will apply.

22.1.2 This is currently 8.667 weeks after 10 years.

22.2 Access to Long Service Leave

Long Service Leave will be able to be taken, subject to the other provisions of the Act, when the employee's entitlement to long service leave is greater than or equal to 10.0 weeks or has achieved 10 years' service.

22.3 Access to Long Service Leave on Termination

Pro-rata Long Service Leave will be paid out on termination in accordance with the Industrial Relations Act 2016 after seven years or more of employment.

23 Community service leave

23.1 Entitlement to be absent for eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

- (a) time when the employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity; and
- (d) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

23.2 Meaning of eligible community service activity

23.2.1 General

23.2.1.1 Each of the following is an eligible community service activity:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity.

23.2.2 Voluntary emergency management activities

23.2.2.1 An employee engages in a voluntary emergency management activity if, and only if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for

engaging in the activity); and

c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and

d) either:

i) the employee was requested by or on behalf of the body to engage in the activity; or

ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

23.2.2.2 A recognised emergency management body is:

(a) a body, or part of a body, that has a role or function under a plan that:

i) is for coping with emergencies and/or disasters; and

ii) is prepared by the Commonwealth, a State or a Territory; or

(b) a fire-fighting, civil defence or rescue body, or part of such a body; or

(c) any other body, or part of a body, a substantial purpose of which involves:

i) securing the safety of persons or animals in an emergency or natural disaster; or

ii) protecting property in an emergency or natural disaster; or

iii) otherwise responding to an emergency or natural disaster; or

(d) a body, or part of a body, prescribed by the regulations, but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under Community Service.

23.2.3 Notice

23.2.3.1 An employee who wants an absence from his or her employment to be covered by Community Service must give the Company notice of the absence.

23.2.3.2 The notice:

a) must be given to the Company as soon as practicable (which may be a time after the absence has started); and

b) must advise the Company of the period, or expected period, of the absence.

23.2.4 Evidence

An employee who has given the Company notice of an absence under Community Service must, give the Company evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

23.2.5 Compliance

An employee's absence from his or her employment is not covered by Community Service unless the employee complies with the Community Service clause.

23.3 Jury Service

23.3.1 This section applies if:

(a) in accordance with Community Service, an employee is absent from his or her employment for a period because of jury service; and

(b) the employee is not a casual employee.

23.3.2 Meaning of jury service summons

Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

23.3.3 Meaning of jury service pay

Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

23.3.4 Declaring the jury service payment:

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
- (b) 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.

23.3.5 Make-up payment:

The employee is not entitled to make-up payment unless:

- (a) the employee provides the evidence; and
- (b) if the employee provides the evidence—the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

23.3.6 Employee to be paid base rate of pay

The Company will make up the difference between the Jury Service payment and the employee's base rate of pay for the employee's ordinary hours of work for the first 10 days of jury service.

23.4 Witness Leave

23.4.1 Crown Witness

Where an employee received a subpoena or is called by the Crown as a Crown Witness, the employee will be granted leave with pay.

Reimbursement for lost remuneration from the Court to the employee will be refunded to the Company against the remuneration paid.

23.4.2 Non-Crown Witness

Where an employee has received a private subpoena or has been called as a private witness, the employee will not be paid by the Company, and should advise the Court that reimbursement for the loss of remuneration is required. Such leave will count as service for all purposes.

24 Parental leave

24.1 Overview

24.1.1 To be eligible for parental leave the employee needs to be employed for at least 12 months continuous service.

24.1.2 Non-Casual employees are entitled to one week's paid Parental Leave.

24.1.3 Parental leave can be taken as maternity, paternity or adoption leave.

24.1.4 Maximum of 52 weeks of unpaid parental leave, shared between both parents at the time of the birth of a child or the adoption of a child under five (5) years of age.

24.2 General rule—employee must have completed at least 12 months of service

24.2.1 Employees other than casual employees

An employee, other than a casual employee, is not entitled to leave under this Division (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subsection 24.2.3.1.

24.2.2 Casual employees

24.2.2.1 A casual employee is not entitled to leave (other than unpaid pre-adoption leave) under this Division unless:

- (a) the employee is, or will be, a long-term casual employee of the employer immediately before the date that applies under subsection 24.2.3.1; and
- (b) but for:
 - (i) the birth or expected birth of the child; or
 - (ii) the placement or the expected placement of the child; or
 - (iii) if the employee is taking a period of unpaid parental leave that starts under subsection 24.7.5 or paragraph 24.8.3.1.b or 24.8.4.1.b the taking of the leave;

the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

24.2.3 Date at which employee must have completed 12 months of service

24.2.3.1 For the purpose of subsections 24.2.1.1 and 24.2.2.1, the date that applies is:

- (a) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or
- (b) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or
- (c) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subsection 24.7.5 - the date on which the employee's period of leave is to start; or
- (d) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 24.8.3.1.b or 24.8.4.1.b after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee's period of leave is to start.

24.2.4 Definitions

24.2.4.1 **Birth-related leave** means leave of either of the following kinds:

- a) unpaid parental leave taken in association with the birth of a child (see section 24.6);
- b) unpaid special maternity leave (see section 24.16).

24.2.4.2 **Adoption-related leave** means leave of either of the following kinds:

- a) unpaid parental leave taken in association with the placement of a child for adoption (see section 24.6);
- b) unpaid pre-adoption leave (see section 24.21).

24.2.4.3 The **day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following days:

- a) the day on which the employee first takes custody of the child for the adoption;
- b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

24.3 General rule for adoption-related leave

24.3.1 An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

24.4 Transfer of employment situations

24.4.1 If:

- (a) there is a transfer of employment in relation to an employee; and
- (b) the employee has already started a period of leave under this Division when his or her employment with the first employer ends;

the employee is entitled to continue on that leave for the rest of that period.

24.4.2 If:

- (a) there is a transfer of employment in relation to an employee; and
- (b) the employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this Division in relation to taking a period of leave;

the employee is taken to have taken the step in relation to the second employer.

24.5 Entitlement to one week's unpaid leave

An employee is entitled to take up to one week of unpaid leave within a week of the birth of his child.

24.6 Entitlement to unpaid parental leave

An employee is entitled to 12 months of unpaid parental leave if:

- (a) the leave is associated with:
 - i) the birth of a child of the employee or the employee's spouse or de facto partner; or
 - ii) the placement of a child with the employee for adoption; and
- (b) employee has or will have a responsibility for the care of the child.

24.7 The period of leave—other than for members of an employee couple who each intend to take leave

24.7.1 Application of this section

This section applies to an employee who intends to take unpaid parental leave if:

- (a) the employee is not a member of an employee couple; or
- (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

24.7.2 Leave must be taken in single continuous period

The employee must take the leave in a single continuous period.

24.7.3 When birth-related leave must start

24.7.3.1 If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child but must not start later than the date of birth of the child.

24.7.3.2 If the leave is birth-related leave but subsection 24.7.4.1 does not apply, the period of leave must start on the date of birth of the child.

24.7.4 When adoption-related leave must start

If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

24.7.5 Leave may start later for employees whose spouse or de facto partner is not an employee

Despite subsections 24.7.2.1 to 24.7.4.1, the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:

- (a) the employee has a spouse or de facto partner who is not an employee; and
- (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

24.8 The period of leave—members of an employee couple who each intend to take leave

24.8.1 Application of this section

This section applies to an employee couple if each of the employees intends to take unpaid parental leave.

24.8.2 Leave must be taken in single continuous period

Each employee must take the leave in a single continuous period.

24.8.3 When birth-related leave must start

If the leave is birth-related leave, one employee's period of leave must start first, in accordance with the following rules:

- (a) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;
- (b) if subparagraph (a) does not apply—the period of leave must start on the date of birth of the child, and the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 24.11 or 24.12).

24.8.4 When adoption-related leave must start

If the leave is adoption-related leave:

- (a) one employee's period of leave must start on the day of placement of the child; and
- (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 24.11 or 24.12).

24.8.5 Limited entitlement to take concurrent leave

24.8.5.1 If one of the employees takes a period (the **first employee's period of leave**) of unpaid parental leave in accordance with paragraph (24.8.3a) or (24.8.4a), the other employee may take a period of unpaid parental leave (the **concurrent leave**) during the first employee's period of leave, if the concurrent leave complies with the following requirements:

- (a) the concurrent leave must be for a period of 3 weeks or less;
- (a) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:
 - i) if the leave is birth-related leave—the date of birth of the child; or
 - ii) if the leave is adoption-related leave—the day of placement of the child;
- (b) if the employer agrees, the concurrent leave may (subject to paragraph (a)):
 - i) start earlier than is permitted by paragraph (b); or
 - ii) end up to 3 weeks later than is permitted by paragraph (b).

24.8.6 Concurrent leave taken by an employee:

- (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection 24.8.2.1); and
- (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection 24.8.3.1 or 24.8.4).

24.9 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth

24.9.1 Employer may ask employee to provide a medical certificate

If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 24.10) continues to work during the 6-week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):

- (a) a statement of whether the employee is fit for work;
- (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - (c) illness, or risks, arising out of the employee's pregnancy; or
 - (d) hazards connected with the position.

24.9.2 Employer may require employee to take unpaid parental leave

The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:

- (a) the employee does not give the employer the requested certificate within 7 days after the request; or
- (b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
- (c) the following subparagraphs are satisfied:
 - i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph 24.9.1b or

- ii) section 24.17 does not apply to the employee.

24.9.3 When the period of leave must end

The period of leave must not end later than the earlier of the following:

- (a) the end of the pregnancy; or
- (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

24.9.4 Special rules about the period of leave

24.9.4.1 The period of leave:

- (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 24.7.2 or 24.8.2); and
- (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 24.7.4 and 24.7.5 or subsection 24.8.3).

- 24.9.4.2 The employee is not required to comply with section 24.10 in relation to the period of leave.

24.10 Notice and evidence requirements

24.10.1 Notice

- 24.10.1.1 An employee must give his or her employer written notice of the taking of unpaid parental leave under section 24.7 or 24.8 by the employee.

24.10.1.2 The notice must be given to the employer:

- (a) at least 10 weeks before starting the leave; or
- (b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).

- 24.10.1.3 The notice must specify the intended start and end dates of the leave.

24.10.2 Confirmation or change of intended start and end dates

At least 4 weeks before the intended start date specified in the notice given under subsection (24.10.1.1), the employee must:

- (a) confirm the intended start and end dates of the leave; or
- (b) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.

24.10.3 Evidence

- 24.10.3.1 An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:

- (a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
- (b) if the leave is adoption-related leave:
 - i) of the day of placement, or the expected day of placement, of the child; and
 - ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.

- 24.10.3.2 Without limiting subsection (24.10.3.1), an employer may require the

evidence referred to in paragraph (24.10.3.a) to be a medical certificate.

24.10.4 Compliance

An employee is not entitled to take unpaid parental leave under section 24.7 or 24.8 unless the employee complies with this section.

24.11 Extending period of unpaid parental leave—extending to use more of available parental leave period

24.11.1 Application of this section

This section applies if:

- (a) an employee has, in accordance with section 24.10, given notice of the taking of a period of unpaid parental leave (the **original leave period**); and
- (b) the original leave period is less than the employee's available parental leave period; and
- (c) the original leave period has started.

24.11.2 The employee's **available parental leave period** is 12 months, less any periods of the following kinds:

- (a) a period of concurrent leave that the employee has taken in accordance with subsection 24.8.5.1;
- (b) a period of unpaid parental leave that the employee has been required to take under subsection 24.9.2 or 24.18.2;
- (c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 24.12.4(c);
- (d) a period of special maternity leave that the employee has taken.

24.11.3 First extension by giving notice to employer

24.11.3.1 The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.

24.11.3.2 Only one extension is permitted under subsection 24.11.3.1.

24.11.4 Further extensions by agreement with employer

If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

24.11.5 No entitlement to extension beyond available parental leave period

The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.

24.12 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period

24.12.1 Employee may request further period of leave

An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

24.12.2 Making the request

The request must be in writing and must be given to the employer at least 4 weeks before

the end of the available parental leave period.

24.12.3 Agreeing to the requested extension

24.12.3.1 The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

24.12.3.2 The employer may refuse the request only on reasonable business grounds.

24.12.3.3 If the employer refuses the request, the written response under subsection 24.12.3.1 must include details of the reasons for the refusal.

24.12.4 Special rules for employee couples

The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:

- (a) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 24.6 in relation to the child is reduced by the period of the extension.

24.12.5 No extension beyond 24 months after birth or placement

Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

24.13 Reducing period of unpaid parental leave

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

24.14 Employee who ceases to have responsibility for care of child

This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.

24.14.1 The employer may give the employee written notice requiring the employee to return to work on a specified day.

24.14.2 The specified day:

- (a) must be at least 4 weeks after the notice is given to the employee; and
- (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (c) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

24.15 Interaction with paid leave

24.15.1 This Subdivision (except for subsections 24.15.2 and 24.15.3) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of

unpaid parental leave.

24.15.2 An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.

24.15.3 An employee is not entitled to any payment under community service leave in relation to activities the employee engages in while taking unpaid parental leave.

24.16 Unpaid special maternity leave

24.16.1 Entitlement to unpaid special maternity leave

A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

- (a) she has a pregnancy-related illness; or
- (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

24.16.2 Notice and evidence

24.16.2.1 An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.

24.16.2.2 The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

24.16.2.3 An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection 24.16.1.

24.16.2.4 Without limiting subsection 24.16.2.3, an employer may require the evidence referred to in that subsection to be a medical certificate.

24.16.2.5 An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections 24.16.2.1 to 24.16.2.3.

24.16.3 Taking of special maternity leave reduces entitlement to unpaid parental leave

A female employee's entitlement to 12 months of unpaid parental leave associated with the birth of a child (see section 24.6) is reduced by the amount of any unpaid special maternity leave taken by the employee while she was pregnant.

24.17 Transfer to a safe job

24.17.1 Application of this section

This section applies to a pregnant employee if:

- (a) she is entitled to unpaid parental leave; and
- (b) she has already complied with the notice and evidence requirements of section 24.10 for taking unpaid parental leave; and
- (c) she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the *risk period*) because of:
 - i) illness, or risks, arising out of her pregnancy; or
 - ii) hazards connected with that position.

24.17.2 Without limiting paragraph 24.17.1c, an employer may require the evidence referred to in that paragraph to be a medical certificate.

24.17.3 Employee entitled to appropriate safe job or paid no safe job leave during risk period

This section applies to an employee:

- (a) if there is an appropriate safe job available—the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment; or
- (b) if there is no appropriate safe job available—the employee is entitled to take paid no safe job leave for the risk period.

24.17.3.1 An **appropriate safe job** is a safe job that has:

- (a) the same ordinary hours of work as the employee's present position; or
- (b) a different number of ordinary hours agreed to by the employee.

24.17.4 Payment to employee if transferred to appropriate safe job

Without limiting paragraph 24.17.3a, if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

24.17.5 Payment to employee if on paid no safe job leave

If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

24.17.6 Risk period ends if pregnancy ends

If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

24.18 Employee on paid no safe job leave may be asked to provide a further medical certificate

24.18.1 Employer may ask employee to provide a medical certificate

If an employee is on paid no safe job leave during the 6-week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

24.18.2 Employer may require employee to take unpaid parental leave

The employer may require the employee to take a period of unpaid parental leave (the **period of leave**) as soon as practicable if:

- (a) the employee does not give the employer the requested certificate within 7 days after the request; or
- (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

24.18.3 Entitlement to paid no safe job leave ends

When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

24.18.4 When the period of leave must end etc.

Subsections 24.9.3 to 24.9.4.2 apply to the period of leave.

24.19 Consultation with employee on unpaid parental leave

24.19.1 If:

- (a) an employee is on unpaid parental leave; and
- (b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

24.19.2 The employee's pre-parental leave position is:

- (a) unless paragraph 24.16.1b applies, the position the employee held before starting the unpaid parental leave; or
- (b) if, before starting the unpaid parental leave, the employee:
 - (i) was transferred to a safe job because of her pregnancy; or
 - (ii) reduced her working hours due to her pregnancy,the position the employee held immediately before that transfer or reduction.

24.20 Return to work guarantee

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

24.21 Unpaid pre-adoption leave

24.21.1 Entitlement to unpaid pre-adoption leave

24.21.1.1 An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

24.21.1.2 However, an employee is not entitled to take a period of unpaid pre-adoption leave if:

- (a) the employee could instead take some other form of leave; and
- (b) the employer directs the employee to take that other form of leave.

24.21.1.3 An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the employee and the employer agree.

24.21.2 Notice and evidence

24.21.2.1 An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.

24.21.2.2 The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

24.21.2.3 An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the

employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection 24.21.1.1.

24.21.2.4 An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections 24.21.2.1 to 24.21.2.3.

25 Leave to deal with Family and Domestic Violence

25.1 Application

This clause applies to all employees, including casuals.

25.2 Definitions

25.2.1 In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

25.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 25.2.1(a) includes a former spouse or de facto partner.

25.3 Entitlement to paid leave

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

- (a) the leave is available in full at the start of each 12-month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

25.4 Taking paid leave

An employee may take paid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

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

25.5 Notice and evidence requirements

25.5.1 Notice

An employee must give their employer notice of the taking of leave by the employee under clause 25. The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

25.5.2 Evidence

An employee who has given their employer notice of the taking of leave under clause 25 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 25.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

25.6 Confidentiality

25.6.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 25.6 is treated confidentially, as far as it is reasonably practicable to do so.

25.6.2 Nothing in clause 25 prevents an 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 concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

25.7 Compliance

An employee is not entitled to take leave under clause 25 unless the employee complies with clause 25.

26 Superannuation

26.1.1 Employees have a choice of fund provider for their Superannuation contributions. The default fund is ART - Australian Retirement Trust.

26.1.2 An employee commencing his or her employment with the Company after the date on which this Agreement comes into operation shall be presented with this option at their induction. They will be supplied with information provided by each Superannuation Fund to assist them in making their selection. Advice should be sought from either independent sources or the plans financial advisor.

26.1.3 A new employee has 14 days to make a selection. If this is not done, then the default fund will be ART - Australian Retirement Trust.

26.1.4 Existing employees will be briefed in the same regard, and those employees wishing to transfer their benefits will be provided with the necessary paperwork to do so.

26.1.5 Employees will have the opportunity to change their investment choice or fund provider once per year during the month of July.

27 Summary Dismissal

27.1.1 The Company has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this

agreement are to be paid up to the time of dismissal only.

27.1.2 Provided that the employee's rights to notice, unfair dismissal protection and other rights under the Fair Work Act 2009 and the National Employment Standards are not reduced, it is agreed that the following examples represent serious acts of misconduct, and may constitute instant dismissal:

- (a) Wilful or deliberate behaviour against the company
- (b) Conduct causing imminent and serious risk to a person's health or safety or the Company's reputation, viability or profitability
- (c) Clocking "on" or "off" for another employee
- (d) Theft
- (e) Fraud
- (f) Assault (threatening verbal and or physical behaviour)
- (g) Tampering with, or abuse of, machinery
- (h) Tampering with, or abuse of, Company property
- (i) Defacing of Company facilities/amenities
- (j) Under the influence of intoxicating liquor or drugs
- (k) Serious breaches of Health and Safety
- (l) Refusal to follow lawful and reasonable instructions.

27.1.3 Each case will be investigated and judged on its individual merits. The onus is then on Management to advise the employee that their employment is terminated, and if necessary, why. The incident is to be fully documented and placed in the employees personnel file.

28 Termination of employment

28.1 Notice of Termination by the Company

28.1.1 In order to terminate the employment of an employee the Company must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

28.1.2 In addition to the notice in 28.1.1 employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to an additional week's notice.

28.1.3 Payment in lieu of the notice prescribed in 28.1.1 and 28.1.2 must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued

until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work; and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

28.1.5 the period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

28.2 Notice of Termination by Employee

28.2.1 The notice of termination required to be given by an employee shall be the same as that required of the Company, except that there is no additional notice based on the age of the employee concerned.

28.2.2 If an employee fails to give the notice set out in 28.1.1 then the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 28.1.4.

28.3 Job Search Entitlement

Where the Company has given notice to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

28.4 Transmission of Business

Where a business is transmitted from one employer to another, as set out in clause 28 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

29 Redundancy

29.1 Definitions

29.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

29.1.2 **Redundancy** occurs where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing 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.

29.1.3 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

29.1.4 **Week's pay** means the ordinary time rate of pay for the employee

concerned. Provided that such rate shall exclude:

- (a) additional hours
- (b) penalty rates;
- (c) disability allowances;
- (d) shift allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) bonuses; and
- (h) any other ancillary payments of a like nature.

29.2 Voluntary redundancy

The Company may invite people to volunteer for redundancy and they will be considered in the final decision, subject to skill requirements.

29.3 Severance pay

29.3.1 Severance pay amount

An employee whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

*Week's pay is defined in 29.1.4

29.3.2 Continuity of service shall be calculated from the first day of employment.

29.4 Access to Long Service Leave

Refer to the sub-clause - Access to Long Service Leave on Termination, under the clause - Long Service Leave.

29.5 Transmission of business

29.6 Application of clause

The provisions of this clause are not applicable where a business is before or after the

date of this agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:
 - i) 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 transmitter; and
 - ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

29.7 Employees exempted

This clause does not apply to:

- (a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary employees;
- (c) employees engaged for a specific period of time or for a specified task or tasks; or
- (d) casual employees.

29.8 Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in 28.1.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice but will not be entitled to payment in lieu of notice.

29.9 Job Search Entitlement

- 29.9.1 During the period of notice of termination given by the Company in accordance with 28.1.1 an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 29.9.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 29.9.3 The job search entitlements under this subclause apply in lieu of the provisions of 29.9.

29.10 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still

owing.

30 Health and safety

- 30.1.1 The parties to this Agreement recognise that addressing this issue is in the interests of all persons who enter these premises. It is the responsibility of the Company and its employees to operate safely and within the agreed safety policies.
- 30.1.2 Reporting of near misses and/or accidents on the Incident Notification Forms is required by law. The Group General Manager should be notified within 24 hours of the incident. Reporting of such incidents should be carried out by the observer of the near miss, or in the case of an accident, the First Aid Officer in consultation with the Supervisor.
- 30.1.3 Employees agree to utilise all appropriate safety and protective equipment prescribed by law and/or provided by the Company, including hearing, eye, body and respiratory protection, to ensure the alleviation of any unnecessary pain, suffering and trauma. First Aid Officers and Occupational Health and Safety Representatives will be properly trained.
- 30.1.4 The Company and all its employees, working through the Occupational Health & Safety Committee, are committed to, wherever possible, removing and/or controlling hazards in the workplace. In addition, the Company considers blatant and deliberate breaches of safety procedures a disciplinary matter, to be dealt with in accordance with the Counselling and Disciplinary Procedures.

31 Clothing

- 31.1.1 The Company will provide all employees with appropriate work clothes.
- 31.1.2 After commencement employees' will receive clothing as required within reason. To receive a replacement item of clothing the employee is to present the item to the Operations Supervisor who will take the old item and issue a new item. All issued items will be recorded, and excessive replacements will be reviewed.

32 Personal Protective Equipment (PPE)

The Company needs to reduce the excessive costs associated with PPE. To reduce the wastage of PPE the following system will be implemented:

- (a) Upon commencement all employees will be issued with a tool kit of PPE. Replacement items will be exchanged (within reason) for worn out or damaged items, through normal wear. Lost items or wilfully damaged items will be at the employee's expense at the cost price to the company.
- (b) Additional items will be issued to minimise risks as they are identified or employee changes section.

33 Smoking

- 33.1.1 It is the aspiration of the Company to make all worksites smoking free. The Company will provide access to quit smoking programs.
- 33.1.2 To protect employees from second hand smoke the company will establish one only protected area away from buildings for employees to smoke in during designated breaks.
- 33.1.3 Smokers will be required to sign a document confirming that they will only smoke in the designated smoking area during designated breaks and are responsible for keeping the area clean.

34 Alcohol and Substance abuse

- 34.1.1 The company takes seriously the problem of drugs and alcohol abuse and is committed to providing a substance free workplace for its employees.
- 34.1.2 Due to established business practices and requirements of contracts, and for the health and welfare of our employees the company has a zero tolerance to substance abuse. This is highlighted further in our H2Flow Hire staff management policy. Employees who are found to be in violation of this clause or the policy will be subject to disciplinary action, including termination.

35 Housekeeping

The parties will develop the guidelines for proper housekeeping for their individual work areas. The parties recognise that poor housekeeping can lead to inefficiency and safety problems. All employees agree to maintain good housekeeping standards as part of their normal tasks to ensure a safe, clean and productive working environment.

36 Communication

- 36.1.1 The parties agree effective communication needs to be promoted within the Company.
- 36.1.2 It is understood that Management is governed by an open-door policy, which applies to all employees.
- 36.1.3 The parties agree that the continued use of various meetings will enable the flow of information within the business.

37 Agreement Prevails

Any documents referenced in this Agreement do not form part of this Agreement and do not change or alter the content of this Agreement.

38 Monitoring of the Agreement

The parties shall continuously monitor the application of this Agreement to ensure that the objectives of this Agreement are met.

H2FLOW HIRE ENTERPRISE AGREEMENT 2023

SIGNATORIES TO AGREEMENT

SIGNED FOR THE COMPANY:

Signature



Full Name of Signatory (please print)

Matthew Nightingale

Address of Signatory

42-44 Frank Heck Close, Beenleigh, QLD, 4207

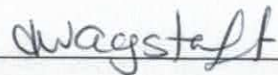
Position of Signatory

Group General Manager

Date Signed

25/03/2024

Signature



Full Name of Signatory (please print)

Johannah Wagstaff

Address of Signatory

42-44 Frank Heck Close, Beenleigh, QLD, 4207

Position of Signatory

Administration Manager

Date Signed

25/03/2024

SIGNED FOR BY THE EMPLOYEES - DRIVERS:

Signature



Full Name of Signatory (please print)

William Parsons

Address of Signatory


42-44 Frank Heck Close, Beenleigh, QLD, 4207

Position of Signatory


Senior Driver

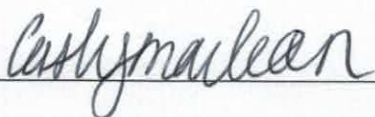
Date Signed

25/3/24

Signature 
Full Name of Signatory (please print) Max Fischer
Address of Signatory 42-44 Frank Heck Close, Beenleigh, QLD, 4207
Position of Signatory Driver
Date Signed 25-3-24

SIGNED FOR BY THE EMPLOYEES – CLERICAL AND WORKSHOP:

Signature 
Full Name of Signatory (please print) Joshua Macpherson
Address of Signatory 42-44 Frank Heck Close, Beenleigh, QLD, 4207
Position of Signatory Workshop Supervisor
Date Signed 25.03.2024

Signature 
Full Name of Signatory (please print) Carly MacLean
Address of Signatory 42-44 Frank Heck Close, Beenleigh, QLD, 4207
Position of Signatory Plant Coordinator
Date Signed 25/03/2024