

IN THE FAIR WORK COMMISSION

AM2015/2 Family Friendly Work Arrangements

WITNESS STATEMENT OF JANET O'BRIEN

I, Janet O'Brien of 25 York Rd, Ingleburn, NSW, do solemnly and sincerely declare and state the following:

Employment History

1. I am employed as the National Manager – People & Performance of Conplant Pty Ltd (**Conplant**). I have been employed in this role for 9 years.
2. In this role, I am responsible for the development and implementation of frameworks and processes that facilitate the delivery of effective human resources services that support the business to deliver our operational requirements. I am also responsible for the same framework and processes across workplace health, safety and environmental issues.

Conplant's Operations

3. Conplant is a privately owned family business that has been in operation for over 50 years. We employ approximately 85 people across NSW, QLD, VIC, WA and SA. Conplant hires and sells new and used compaction equipment. Conplant also sells parts, provides retail services and it has its own transport fleet to facilitate responsive and timely delivery to customers. The hiring of compaction equipment forms the core element of Conplant's business, whilst the selling of equipment and the other aspects constitute an ancillary part of the business.
4. Compaction equipment is utilised across a wide range of ground preparation activities associated with civil, commercial and residential construction work. Examples of some of Conplant's customers include Lendlease, Boral, Leightons, and many Government agencies including Roads and Maritime Services and local and regional councils. Conplant is closely aligned to and services the wider construction industry throughout Australia.

5. Conplant ships new equipment from Europe (mainly to Sydney) both for use in its hire fleet and for sale directly to customers. This is done via sea freight. Once the equipment arrives in Australia, Conplant's employees undertake additional work to customize the equipment for inclusion in our hire fleet (a Conplant build) or to meet customer specifications (a customer build).
6. Some of Conplant's hiring business is won by tender, but this does not mean that there is a guarantee of business. It means that Conplant will aim to provide equipment within certain parameters, as and when needed by the customer. Conplant's success in winning a tender does not mean that Conplant will necessarily have notice as to when the customer will require certain equipment. Conplant's customers will generally contact Conplant for equipment as the need arises on a day-to-day basis. This means that Conplant often has to arrange for equipment to be supplied to its customers at very short notice.
7. Conplant's customers' needs determine how and when work is required to be performed by Conplant's employees. For example:
 - A customer will contact Conplant to hire equipment. Conplant's Hire Controller will take the order from the customer, normally over the phone. In order to do this, they must possess a thorough understanding of the technical nature of the equipment available for hire. The Hire Controller will, whilst speaking with the customer, use ConGo (Conplant's computer system) to identify whether the relevant equipment is available, and put in place the processes necessary to ensure that it reaches the customer within the specified timeframe (which could be as soon as the same morning or afternoon that the order is received). If Conplant does not have the relevant equipment available, the Hire Controller will take steps to determine whether it can be sourced from another Conplant branch or subleased from another business with whom Conplant has established relationships. The Hire Controller also identifies the location of Conplant's truck drivers to ascertain whether they are available to deliver the equipment to the customer in time or whether a contractor driver needs to be contacted. If a transport contractor is required, the Hire Controller will liaise with a number of reputable and approved transport providers to

identify whether they are available to complete the job and obtain a quote. Where a contractor is not available or they provide a quote that is not acceptable to the customer, the Hire Controller contacts other contractors. Once the customer's order is finalised, the relevant paperwork must be finalised and sent to the customer. All of these steps are taken consecutively and within as short a time period as possible.

- A customer who has hired equipment from Conplant may urgently require repair work to be performed. In those circumstances, Conplant's employees must quickly respond by telephone and/or by attending the relevant site (which can be up to 6 hours' drive away) to perform repair work. This is because our customers can face operational and financial consequences if Conplant does not repair or replace the equipment in reasonable timeframes (e.g. the customer may be working to a deadline or they may have other trades/equipment waiting to undertake the next step in the construction process). Where it is extremely time sensitive (e.g. an airport runway has been closed for resurfacing), Conplant may send another piece of the same equipment with a delivery driver to replace the faulty equipment. Conplant's customers expect prompt and timely service.
8. As a commodity based provider operating in a highly competitive industry, it is imperative to Conplant that its customer service offering differentiates us from our competitors. The industry is characterised by some major players and numerous smaller players including new entrants, who are all competing for the same type of work. Also, Conplant's customers are often aware of the products, services and rates offered by its competitors and will readily seek to use a competitor in lieu of Conplant if they can provide a more cost effective and efficient service.

Conplant's Employees

9. As at the time of drafting my statement, Conplant employs 85 employees, as follows:

	Male	Female	Total
Full-time	69	13	82
Part-time	1	1	2
Casual	1	0	1
Total	71	14	85

10. Conplant does not currently engage employees through a labour hire agency.
11. My understanding of the industrial instruments that Conplant applies to its employees is set out below.
12. Conplant applies the following two awards to certain employees:
- The *Commercial Sales Award 2010* (**Commercial Sales Award**); and
 - The *Clerks – Private Sector Award 2010* (**Clerks Award**).
13. There is no enterprise agreement applying to those employees.
14. It is my understanding that Conplant's salespeople are covered by the Commercial Sales Award. They are largely on the road and visit customers to sell Conplant's products and services.
15. The employees covered by the Clerks Award perform the following type of work:
- Hire controllers, who interact with Conplant's customers face to face and over the phone. They are responsible for providing advice and offering equipment to customers based on their needs, co-ordinating deliveries and pick ups of equipment, managing and controlling hire records etc.
 - Branch administrators, who perform general administrative duties associated with the day-to-day running of the branch, many of which are associated with the delivery of Conplant's safety calendar. Branch administrators are intimately involved in the organisation and administration of multiple safety requirements associated with our people,

plant, tools of trade and premises, for example, site induction of all contractors. There are a number of key policies and procedures relating to safety and risk management, such as contractor management, plant management and transport and logistics management, that determine the tasks carried out by Branch Administrators. The safety framework within which these policies operate is complex and the implementation of the various policies and procedures requires a thorough understanding and knowledge of Conplant's policies and processes, as well as the safety framework underpinning them. In my experience, it can take a branch administrator several months to acquire such a level of understanding.

- Accounts payable and accounts receivable.
 - Parts interpreters, who organise the provision of parts to both internal and external customers. These employees must have a thorough knowledge and understanding of the equipment hired and sold by Conplant. In my experience, it is difficult to find employees who can perform this work without substantial internal training.
16. All of Conplant's blue collar employees are employed under the *Conplant Pty Ltd Enterprise Agreement 2017 – 2019*. A copy of the agreement is **attached** to my statement. This includes:
- Qualified plant and motor mechanics who repair and service Conplant's equipment, including in the field whilst it is with Conplant's customers.
 - Truck drivers who transport equipment to Conplant's customers.
 - Unskilled employees including trades assistants and general labourers.
 - Welders and auto electricians who prepare equipment before it is leased or sold to customers in order to prepare it to their specifications. Auto electricians also repair/maintain electrical components of equipment.
 - Storepersons who work in Conplant's parts area and are responsible for receiving, storing and despatching parts nationally.

17. If the enterprise agreement was not in place, I understand that the following awards would be applied to the employees covered by the enterprise agreement:
- The *Manufacturing and Associated Industries and Occupations Award 2010*; and
 - The *Road Transport and Distribution Award 2010*.
18. I understand that any enterprise agreement made by Conplant with its employees must be approved by the Fair Work Commission (**Commission**). It is my understanding that the Commission will only approve an enterprise agreement if it passes the better off overall test. If an agreement does not pass that test, the Commission may reject the agreement or it may ask for undertakings.
19. For example, the *Conplant Pty Ltd Enterprise Agreement 2017 – 2019* was approved very recently, on 6 July 2017. Conplant was requested by the Commission to provide certain undertakings, which are attached to the agreement, because the Commission had concerns about whether the agreement would otherwise pass the better off overall test. For instance, the enterprise agreement does not contain minimum engagement periods for part-time and casual employees. Conplant was asked to provide an undertaking about that.
20. Based on this experience, I am concerned that the introduction of a significant new clause in the awards underpinning Conplant's enterprise agreement may impact the Commission's assessment of whether our next enterprise agreement passes the better off overall test.

The ACTU's Claim

21. I understand that that the ACTU is seeking a new clause in virtually all modern awards that would enable some employees with parenting and/or caring responsibilities a right to decide their days of work and starting/finishing times, without any ability for Conplant to refuse or modify their decision. The employee's position, status, location and remuneration would have to remain the same as what it was before their working hours were changed.

22. I also understand that the proposed clause would also give such employees the right to revert back to their former working hours within certain timeframes.

Conplant's Approach to Flexible Working Arrangements

23. I am aware of requests received by Conplant from its employees for flexibility due to their personal circumstances. These requests were for short-term changes or for leave from work, apart from one exception, which I deal with below.
24. Conplant takes a compassionate approach to its employees' personal circumstances and tries to accommodate them wherever possible.
25. For example, an employee of Conplant was found to have a brain tumour. The employee was absent from work for a period of 18 months. Conplant continued to pay him on full pay throughout that period and well after his leave entitlements had been fully utilised. It made the decision to do this on compassionate grounds in light of his personal circumstances (he had three children). Further, it reflected a very uncommon scenario for Conplant and a terribly acute situation for the employee. When the decision to continue paying him was made, Conplant was not aware (nor, of course, was the employee) that he would be absent for 18 months.
26. Conplant was of course hopeful that the employee would recover and be able to return to work in due course. His role was therefore back-filled during this time from existing employees so that it could be held open for his return. This often meant that the usual duties of those employees were not being undertaken by anyone or being undertaken on an ad hoc basis or during additional hours that had to be worked.
27. The employee sadly passed away at the end of the 18 month period in May 2011.
28. Over the course of my employment by Conplant, it has received only one formal request from an employee to work part-time due to caring responsibilities. This request was recently made by a female employee (**the Employee**) upon her return to work after 3 months of parental leave.

29. The Employee is a Branch Administrator. Her duties include Hire Controlling and various branch administration duties (e.g. contractor management).
30. The Employee requested that she not be required to work on Monday each week and that she also not be required to work every second Wednesday and Thursday afternoon between 2.30 pm and 3.30 pm. That request was granted by Conplant on a temporary, trial basis for eight weeks, in order to assess whether her request can be accommodated on an ongoing basis. She was advised of this in writing.
31. The Employee works in a very small branch of Conplant, in the Hunter Valley where there are 9 employees, of whom only two are based in the office (including the Employee). Conplant therefore needed to ascertain whether it was viable to convert the Employee's hours to part-time from an operational and safety perspective. This is why a trial period was implemented.
32. Conplant reviewed the arrangement over the eight week period and held a meeting with the Employee on 24 August 2017 to discuss it with her. At that meeting, Conplant advised her that the arrangement could be accommodated.
33. Whilst Conplant has decided to grant the employee's request, this is not without various difficulties for the business. The Branch Manager now fulfils the Employee's responsibilities on the days and times at which she is not at work. This is because he is the only other employee employed by Conplant at the same location who is based in the office. However:
 - In my experience, requiring a skilled and experienced managerial employee to undertake tasks that do not properly utilise that employee's skills and experience can have an adverse impact on that employee's morale over time as well as their attitude towards their work and the workplace. This can affect the employee's overall well-being, productivity and efficiency. It is undesirable for both the individual and Conplant.
 - The Branch Manager's workload has increased and this has a bearing on his ability to perform his other duties. For example, a Branch Manager will often need to be offsite to interact with customers, but he is not able to do

so on days that the Employee is not working. He also has less time to undertake tasks that he would otherwise have performed such as proactively making contact with customers or business development related duties. As at the time of drafting this statement, the Branch Manager has shown a willingness to undertake the additional duties of the part-time Branch Administrator, but I do not consider that all of Conplant's employees would necessarily be happy to do so.

- The Employee's role involves operational aspects that cannot necessarily wait until she next returns to work. For instance, on a Wednesday morning she may commence making certain arrangements for a customer that need to be completed that afternoon while she is not at work. As a result, the Employee and the Branch Manager undertake a handover process, however this is time consuming and it risks tasks being completed incorrectly. It also impacts on Conplant's productivity and efficiency.

34. If there is an overall increase in the work to be performed at the Hunter Valley office while the Employee's arrangement is in place, and that work can no longer reasonably be absorbed by the Branch Manager, Conplant will need to find an alternate means of resourcing the work. Based on my experience of working with Conplant for nine years, I consider that it is unlikely that the workload would increase so suddenly that an additional full-time employee would be a financially viable option. Instead I consider that the employment of a part-time casual employee (potentially through a labour hire agency) would be considered. This creates additional cost and complexity.
35. If Conplant decides to hire a new employee to work at the times that the Employee is not working, based on my experience I consider that it would be very difficult to find an employee who is suitably skilled and qualified to perform the work and is willing to work the specific hours that are available (i.e. every Monday and every second Wednesday and Thursday afternoon for one hour), especially in regional areas such as the Hunter Valley. In addition, Conplant would be exposed to the time and expense of training a new employee.

36. Further, if a new employee was working so few hours, I expect that it would take them longer to settle into the role and reach optimal productivity as compared to, for example, a new full-time employee.
37. If Conplant did not hire a new employee to cover the excess workload, this could result in an excessive and potentially unreasonable workload for its existing employees. It would also make it more difficult to manage staff absences due to leave, particularly unplanned personal/carer's leave.

The Impact of the ACTU's Claim

38. The work undertaken by Conplant's front line employees is largely customer-facing. For this reason, it is necessary for them to be physically available at the workplace to respond to customer issues and to interact with customers face to face and with contractors who attend Conplant's branches to work on and transport Conplant's equipment.
39. There are also certain times of the day during which it is essential that employees be present. For example, a large proportion of our hire equipment is dispatched prior to or at 7.00 am each day. Conplant does not have any control over this. It is dictated by our customers, who are in the construction industry and consistently start work early in the morning. As a result, certain Conplant employees (e.g. its truck drivers) must be available to perform work at or before 7am.
40. Some roles also require continuity day to day. This is because the performance of tasks on a certain day requires a knowledge and/or understanding of what occurred the previous day. For example, Hire Controllers and Branch Administrators perform tasks that involve coordinating various different people including customers and contractors, which has a direct bearing on the tasks that they need to fulfil the following day.
41. If such a role is shared between two part-time employees, it requires a handover process between those employees. Depending on the precise hours worked by each employee, this might need to occur multiple times in a week. I consider that a handover process can be time consuming and its efficacy depends at least in

part on whether the two employees communicate with one another effectively. If a handover process is not effective, it can affect Conplant's service delivery. For example, it can result in a customer having to provide the same information twice to two different Conplant employees.

42. As another example; certain tasks need to be performed that are associated with the hiring of our equipment as it relates to the *Personal Properties Securities Act 2009*; this legislation is associated with the ownership of property in the event of insolvency of the person in possession of the property. Non-completion of certain tasks associated with this legislation impacts our ability to retain ownership of our property, regardless of title.
43. I believe that Conplant has a responsibility to ensure that it maintains a safe workplace for all its employees. This includes psychological safety. Specifically, I believe Conplant has a responsibility to ensure that flexible working arrangements for certain employees do not unfairly impact other employees by, for example, creating a bigger workload or additional stressors for them.
44. Hiring additional employees generates various costs to Conplant. This includes:
 - **Recruitment:** Conplant plays a fee of over 10% of the employee's base salary plus superannuation to the recruitment agencies it utilises each time it employs a new employee. I have not included the precise fee paid by Conplant because I consider it to be commercially sensitive information. In addition, job descriptions are prepared; shortlisted candidates undertake certain online tests, the results of which are reviewed by myself and/or someone else in a management position; two rounds of interviews are conducted and potential candidates are required to undergo a medical check (by an external provider costing \$250 per person). Recruitment is costly and time consuming.
 - **Training:** virtually all training provided to new employees is administered by Conplant's more experienced or senior employees. It is not outsourced as it is specific to our business. New employees either fly to Sydney for induction and/or local employees provide workplace induction. Outsourcing would result in additional costs.

- For example, ConGo (Conplant's computer system which I have referred to earlier) has been written specifically for Conplant. A new employee undertaking Hire Controller duties will be trained in using the system and Conplant's Safety Calendar. Conplant's National Workplace Health and Safety Manager will also train a new Hire Controller regarding all safety-related issues.
- **Productivity and efficiency:** typically, for the first three months, a new employee will work under the supervision of a more experienced employee or manager. This affects the productivity of the senior employee. The new employee will also generally not be as productive and efficient as an existing employee because they are new to the role and to Conplant.

45. It is my understanding that under the ACTU's clause:

- After converting to part-time employment, the Conplant Employee working in the Hunter Valley (who I have previously mentioned) can again request a change to her hours whilst her child is under school age and Conplant would have to allow her to do so; and
- The Employee would have a right to return to her previous number of working hours (i.e. full-time hours).

46. The Employee has already tentatively indicated to Conplant that she may need to change her working hours due to the availability of childcare.

47. In either of the scenarios above, if Conplant hired another part-time employee to work the hours left vacant by the Employee, this would give rise to another set of complications:

- In the first scenario; I am concerned that Conplant would need to re-negotiate with the replacement employee to try to reach agreement with them to change their hours of work and that if agreement cannot be reached, it would be very problematic for Conplant.

- In the second scenario; I am concerned that Conplant would no longer have any work for the replacement employee and would therefore need to make them redundant. It is my understanding that Conplant may have to pay such an employee redundancy / severance pay and would have to manage the redundancy process in accordance with Conplant's various obligations.



Janet O'Brien

Date: 30 October 2017



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Conplant Pty Ltd
(AG2017/2188)

CONPLANT PTY LTD ENTERPRISE AGREEMENT 2017 - 2019

Manufacturing and associated industries

COMMISSIONER JOHNS

SYDNEY, 6 JULY 2017

Application for approval of the Conplant Pty Ltd Enterprise Agreement 2017 - 2019.

[1] On 10 June 2017 Conplant Pty Ltd (**Applicant**) made an application for approval of the *Conplant Pty Ltd Enterprise Agreement 2017 - 2019* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the employee representatives have indicated their acceptance of the undertakings.

[4] Subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of ss 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 13 July 2017. The nominal expiry date of the Agreement is 20 May 2019.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code G, AE424825 PR594292>

ANNEXURE A



Application for Approval of
Conplant Pty Ltd Enterprise Agreement 2017 - 2019

File No AG2017/2188

Undertaking given by Conplant Pty Limited

1. In relation to a part-time employee, any hours worked in excess of those agreed to be worked, shall be regarded and paid as overtime in accordance with clause 4.5.
2. Part time employees shall be engaged by the employer for a minimum period of three hours per day. Casual employees shall be engaged by the employer for a minimum period of four hours per day.
3. Where overtime is worked on a non-working day, Clause 4.5.3, the minimum overtime payment payable will be 4 hours.
4. For a Junior Apprentice Year 1, who has completed year 12, the rate of pay will be \$12.48 per hour.

Dated: 4 July 2017



Janet O'Brien
National Manager – People & Performance

conplant.com.au

Head Office & Administration
Telephone (02) 8933 3100 / Facsimile (02) 8933 3199 / PO Box 1013 Ingleburn NSW 1890 / Conplant Pty Ltd ABN 15 000 372 151

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



**Conplant Pty Ltd
Enterprise Agreement
2017 – 2019**

1.0

GENERAL

Clause	Topic	Page Number
1.1	Title of Agreement	3
1.2	Agreement Index	3
1.3	Definitions	5
1.4	Application and parties bound	5
1.5	Commencement date, period of operation and coverage	5
1.6	Relationship with other Awards	5
1.7	Consultation between parties	5

1.0 General

1.1 Title of Agreement

This Agreement will be known as the Conplant Pty Ltd Enterprise Agreement 2017 - 2019 ('Agreement').

1.2 Agreement index

<i>Clause No.</i>	<i>Clause Title</i>	<i>Page</i>
1.0	General	3
1.1	Title of Agreement	3
1.2	Agreement index	3
1.3	Definitions	5
1.4	Application and parties bound	5
1.5	Commencement date, period of operation and coverage	5
1.6	Relationships with other Awards	5
1.7	Consultation between parties	5
2.0	Change Management	6
2.1	Job security and workplace change	7
2.2	Workplace change process	7
3.0	Wages and other related matters	8
3.1	Wage and allowances increases – fixed and variable	9
3.2	Deferred payment	10
3.3	Apprentices and trainees	10
3.4	Allowances	10
3.5	Higher duties allowance	11
3.6	Meal allowance	12
3.7	Medical assistance for employees	12
3.8	Repairs, replacement, reimbursement	12
3.9	Travel expenses	12
3.10	Periodic 'on call' allowance	13
3.11	Incremental progression	13
3.12	Payment of wages	13
4.0	Hours of work	15
4.1	Span of ordinary hours	16
4.2	Rostered Days Off (RDO)	16
4.3	Shift work	16
4.4	Callouts	17
4.5	Overtime	17
5.0	Employment categories and workplace management	19
5.1	Full and part time employment	20
5.2	Casual employment	20
5.3	Qualifying period	20
5.4	Termination of employment and misconduct	20
5.5	Redundancy	22

5.6	Recovery of monies owed	23
5.7	Remedies	23
5.8	First aid	23
5.9	Employee participation in safety	23
6.0	Performance management, development and training	24
6.1	Performance management and reward	25
6.2	Management of unacceptable performance levels	25
6.3	Supervision and training	25
6.4	Training and development	25
6.5	Leadership and responsibility	26
6.6	Mentoring	26
6.7	Multi-skilling	26
7.0	Leave	27
7.1	Annual leave	28
7.2	Long service leave	28
7.3	Personal/carer's leave	28
7.4	Accessing personal leave	29
7.5	Unpaid carer's leave	29
7.6	Compassionate leave	29
7.7	Public holidays	29
8.0	Miscellaneous	30
8.1	Employee personnel files	31
8.2	Dispute resolution	31
8.3	Signatories to the Agreement	32
9.0	Schedules	36
1.0	Employee Classification – Wage Rates for Workshop, Stores and Transport	38
2.0	Location Loading and Trades Loading	39
3.0	Employee Classifications – Workshop Roles	40

1.3 Definitions

In this Agreement, unless the context otherwise states, the following terms are defined as:

'The Act' - The Fair Work Act 2009.

'Base Rate' - For the purpose of this Agreement 'Base Rate' means employee's base hourly rate plus location or trades loading.

'Company' - Conplant Pty Ltd.

'Employee' - Employees of Conplant Pty Ltd who are subject to this Agreement.

'FWC' – Fair Work Commission.

'National Manager – People & Performance' - The National Manager – People & Performance or his/her nominee of Conplant Pty Ltd.

'Location Loading' - The loading applied to each non-trades employee's base hourly rate in respect to the cost of living for employees based at a particular site/location.

'NES' – National Employment Standards.

'On Call' - Period of time outside the 'Span of Ordinary Hours' when an employee is asked to hold him or herself in readiness for work.

'Ordinary rate of pay' - the applicable wages set out in Schedule 1.0 of this Agreement, plus any shift loading, including weekend and public holiday penalty rates earned by an employee employed on regularly rostered shifts forming the ordinary hours of duty and not worked as overtime.

'Trades Loading' - The loading applied to each trades employee's base hourly rate in respect to the cost of living for employees based at a particular site/location and the market forces being exerted on recruitment of that particular trade.

'Wages' - The gross wage remuneration an employee is entitled to receive for performing his/her ordinary hours of work and does not include overtime, shift allowances, penalty rates, disability allowances, higher duties allowances, special rates or any other allowance type payments.

1.4 Application and parties bound

This Agreement is binding on:

- (i) The Company
- (ii) Employees of the Company in any of the classifications set out at Schedule 1.0.

1.5 Commencement date, period of operation and coverage

This Agreement will operate from seven days after approval by FWC. Its Nominal Expiry Date is **20 May 2019**.

- 1.5.1 This Agreement will continue to operate after its nominal expiry date unless terminated or replaced by a new agreement
- 1.5.2 No further claims for increases in wages or conditions will be made during the period of this Agreement except where provided for in this Agreement.
- 1.5.3 This Agreement covers employees of the Company referred to in clause 1.4 no matter where they are engaged throughout Australia.

1.6 Relationships with other Awards

The provisions of Awards which cover the employees this Agreement covers are excluded in their entirety and have no effect in relation to the employment of persons covered by this Agreement.

1.7 Consultation between parties

1.7.1 Consultation with employees

The Company's current practice of consultation regarding policy and procedure development where appropriate will continue through various committees and meetings as set out below:

- (i) Management open door policy
- (ii) Toolbox meetings
- (iii) WHS Committees

2.0

CHANGE MANAGEMENT

Clause	Topic	Page Number
2.1	Job security and workplace change	7
2.2	Workplace change process	7

2.0 Change management

2.1 Job security and workplace change

- (a) This clause sets out processes to be followed during workplace change and addresses job security issues associated with that change.
- (b) Employees shall have the right to seek outside advice and representation during a workplace change process.

2.2 Workplace change process

2.2.1 Consultation in respect of workplace change

- (a) This term applies if:
 - (i) the employer has made a definite decision to introduce a major change to production, the organizational structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; and
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (b) The employer must notify the relevant employees of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative
- (e) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion -- provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (i) In this term **relevant employees** mean the employees who may be affected by the major change.
- (j) For a change referred to in paragraph 2.2.1 (a) ii) above:

- (i) The employer must notify the relevant employees of the proposed change; and
- (ii) Subclauses (k) – (o) below apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If a relevant employee appoints or relevant employees appoint, a representative for the purposes of consultation and the employee/s advise the employer of the identity of the representative;
the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change and for the purposes of the discussion provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees;
 - information about any other matters that the employer reasonably believes are likely to effect the employees; and
 - 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).
- (n) However the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to the matters raised about the change by the relevant employees.
- (p) In this term relevant employees means the employees who may be affected by a change referred to in subclause 2.2.1 (a) i) and ii).

3.0

WAGES AND OTHER RELATED MATTERS

Clause	Topic	Page Number
3.1	Wage and Allowance Increases – Fixed	9
3.2	Deferred payment	10
3.3	Apprentices and trainees	11
3.4	Allowances	11
3.5	Higher duties allowance	11
3.6	Meal allowance	12
3.7	Medical assistance for employees	12
3.8	Repairs, replacement, reimbursement	12
3.9	Travel expenses	12
3.10	Periodic 'on call' allowance	13
3.11	Incremental progression	13
3.12	Payment of wages	13
3.13	Other duties as required	13
3.14	Work clothing	13
3.15	Individual Flexibility Agreements (IFAs)	13

3.0 Wages and other related matters

3.1 Wage and Allowance Increases – Fixed

Year 1

- (a) A fixed increase to base pay of 2% payable from the first full pay week after 1 July 2017 as per Schedule 1 except the Sydney Trades Loading. This will increase in Year 1 to \$1.65 (an increase of 25%) and to \$2.15 in Year 2 (an increase of 30.3%). The Perth Trades Loading will reduce to \$2.47 (from \$6.5840).
- (b) A fixed and guaranteed bonus payment of 1% applied to the 2016/17 salary payable in the first full pay week of December 2017.
- (c) A one-off fixed increase of 4% will be applied to all allowances except tool allowance from the first full pay week after 1 July 2017. No further increase will apply to these allowances for the duration of the Agreement, unless otherwise specified.
- (d) Tool allowance will increase from \$809.64 to \$965.64 an increase of 19.26% on the same date.
- (e) Increases in Year 1 as described above, relate to previous rates of pay as defined in the Conplant Pty Ltd Enterprise Agreement 2013 – 17 for the financial year ending 30 June 2017. For the avoidance of doubt, Year 1 increases have been applied in Schedule 1 and throughout the Agreement.

Year 2

- (f) A fixed increase of 2% to base pay payable from the first full pay week after 1 July 2018.
- (g) A fixed and guaranteed bonus payment of 1% applied to the 2017/18 salary payable in the first full pay week of December 2018.

Conditions associated with the Payment of the Fixed Bonuses

- (h) Salary for the purposes of calculating fixed bonuses will include base pay (hourly rate and trade or location loading) and overtime for permanent employees only. Additionally Superannuation will be paid on any fixed bonuses that may be due. Allowances and other items not mentioned are excluded. The salary used for the purposes of any fixed bonus calculation will be as follows:
 - Year 1 is salary paid between 1 July 2016 to 30 June 2017
 - Year 2 is salary paid between 1 July 2017 to 30 June 2018
- (i) Superannuation paid on any fixed bonuses that may be due, will be paid at the prevailing statutory Superannuation rate at the time the payment is made:
 - Year 1 is 9.5%
 - Year 2 is 9.5%
- (j) For fixed bonuses to be payable, employees must be employed as at the date the bonus payment is made or due:
 - First full pay week December 2017
 - First full pay week December 2018
- (k) In the case of redundancy (compulsory or voluntary) prior to the payment date, fixed bonuses will be paid on a pro-rata basis up to the date of the redundancy. For the purpose of clarity, the timing of any fixed bonus that will or may be due will remain as per the terms of the Agreement.
- (l) In the event that the business is closed or sold during the duration of the Agreement, payment of fixed bonus payments will be made on a pro-rata basis up to and including the date of sale or closure.

3.2 Deferred payment

- (a) In extreme circumstances where the Company considers that increases and bonus payments listed under Clause 3.1 would jeopardise the security of employment for its employees, or the viability of the Company, the Company may choose to defer such payments.
- (b) Should this clause be used by the Company, the Company will consult with employees as soon as possible but not less than 30 days prior to payments and/or increases becoming due.
- (c) Should this clause be used by the Company, the Company will do all reasonable things to minimize the period of deferral.

3.3 Apprentices and trainees

The company commits to continuing its support for all apprentices and trainees during the life of the Agreement.

- (a) All apprentices/trainees covered by this Agreement will continue to be paid for all time spent at TAFE/ trade school. Apprentices will not be disadvantaged by any changes to any government policy on training, trainees or apprenticeships. Where it is not possible to employ a full time apprentice, apprentice/s will only be engaged on accredited training programs.

3.4 Allowances

- (a) The allowances which will continue to be payable as well as those in Schedule 1 in addition to wages are:

Allowance	Amount per year
First aid	\$14.55 paid on a weekly basis (\$756.60 annually)
Tool	\$19.19 paid on a weekly basis (\$965.64 annually)

- (b) **Other Licences**

An employee who holds licenses additional to their employed trade and deemed by the Company as increasing the employee's scope of employment within the Company will be eligible to have the licence fee/s either paid or reimbursed by the Company. The licence/registration fees eligible for reimbursement are:

- Electrician's Licence;
- Plumber's Licence/Registration;
- Refrigeration and Air-conditioning Licence;

- (c) **Supply of boots**

Employees have two options:

Option 1: The Company will supply safety boots conforming to AS/NZS 2210.3. Replacement of unserviceable boots is on an 'as required' basis. When boots require replacement they are to be presented to the Workshop Manager who will request supply of new boots.

Option 2: An Employee can instead choose to be given a payment to purchase suitable safety boots conforming to AS/NZS 2210.3. The employee may be required to present the new boots for inspection to ensure they meet the Standard. An amount paid will be of the equivalent value the company will pay for bulk purchase of company supplied boots. Payment will be approved up to a maximum of \$166.40 by the Workshop Manager on presentation of unserviceable boots and a receipt for the new boots.

3.5 Higher duties allowance

- (a) An employee (hereinafter called the relieving employee) who is appointed temporarily to perform all of the duties of a higher classified position will, subject to this clause, be paid an allowance at a rate determined in accordance with subclause 3.5 (b) for all the time during which he/she performs such duties.
- (b) The rate of the allowance referred to in subclause 3.5 (a) will be an amount equal to the difference between the relieving employee's substantive wage and the minimum wage/salary of the higher classified position.
- (c) No allowance will be payable pursuant to this clause unless the relieving employee performs the duties of the higher classified position as follows:
- (q) trade qualified employees for two consecutive working days;
- (ii) other Agreement covered employees 5 consecutive working days or more
- (d) An allowance may vary during the period the relieving employee is required to temporarily perform the duties of the higher classified position to take into account changes of wages, or salary if applicable, during that period.
- (e) Where the employee working Higher Duties is on a wage and the Higher Duties is a salaried position an average of the preceding 3 months (including overtime) wages will be calculated and the difference between this figure and the salary will constitute the Higher Duties Allowance.

- (f) A relieving employee will be entitled to be paid a 100% higher duties allowance unless it is specified at the commencement of the higher duties allowance that the employee has only been appointed to undertake part of the duties of the higher position. In such circumstances, 50% of the full amount will be paid.
- (g) An employee who is in receipt of a higher duties allowance will be paid the allowance for all paid leave taken during the period that the higher duties allowance is paid.

3.6 Meal allowance (day shift)

- (a) Where an employee is entitled to a meal allowance, the meal will be purchased from the employees own funds and a sum of \$16.54 for breakfast and \$16.54 for lunch will be reimbursed via payroll. A receipt is not required. A \$33.07 dinner allowance is allocated to overnight stays only and will be reimbursed by the Company in the same manner.
- (b) Meal allowances will be paid when employees:
 - (i) Are required to continue working beyond 2 hours immediately after his/her normal finishing time (except when the overtime work ceases no later than 6.00pm); or
 - (ii) Are required to commence duty before 5.00am.
 - (iii) Travel away from home base where an overnight stay is required in which case;
 - An employee has stayed overnight away from home the following day a breakfast meal will be paid.
 - If the employee arrives back to his/her home base after 3pm a lunch meal will also be paid.
 - If the employee arrives back after 8pm a dinner meal will be included.
- (b) Where the cost of accommodation includes breakfast and this is paid for by company credit card, an additional allowance for breakfast cannot be claimed via payroll.
- (c) Where an employee is required to be away from home for overnight stays, meals can either be paid for in full on the company credit card or paid for by employees from their own funds and the appropriate meal allowances claimed via payroll.

3.6.1 Meal Allowance (afternoon shift)

- (a) If employee/s are required to continue working for more than 2 hours immediately after their normal finishing time (except when the overtime work ceases no later than 12 midnight), meal allowances for afternoon shifts (where applicable) will be paid at the rates specified in subclause 3.6.

3.7 Medical assistance for employees

- (a) Due to the nature and close work engaged in by employees, those who wish to undertake annual influenza injections can do so at the expense of the Company, provided that appointments with medical practitioners are managed by supervisors. Employees claim back from Medicare and then Company pays the balance.
- (b) Where an employee's performance or absence record may indicate a diminished ability to perform the inherent requirements of their role they may be required to attend a medical practitioner to undergo an examination to determine their fitness for that particular role. Should a qualified practitioner determine an employee as unfit for their current job role the employee may be required to work with management in determining a more suitable scope of duties.
- (c) Prior to the cessation of employment an employee may be required to undertake a post-employment medical examination to determine their level of fitness at the end of their term of employment with the Company.
- (d) In each instance of subclause 3.7 (a) (b) and (c) the Company will bear the costs of the examinations.

3.8 Repairs/replacement

- (a) The Company will reimburse an employee to the extent of damage sustained to his or her personal property where such damage is sustained:
 - (i) Due to the negligence of the Company, another employee, or both, in the discharge of their duties;
 - (ii) By a defect in the Company's materials or equipment; or
 - (iii) Where an employee has protected or attempted to protect the Company's property from loss or damage.

- (b) The provisions of sub-clause 3.8 (a) will not apply where an employee is entitled to compensation for such damage under the Workers' Compensation Act in the state or territory where the incident occurred.

3.9 Travel expenses

An employee directed by the Company to travel on behalf of the Company will be reimbursed for all approved travel expenses excluding those already covered by Company credit card or other payment methods. For information relating to approved credit card usage see the Credit Card Policy.

3.10 Periodic 'on call' allowance

An employee required by the Company to be 'on call' as defined in clause 1.3 shall be paid \$55.12 per twenty-four (24) hour period whilst 'On call'.

3.11 Incremental progression

- 3.11.1 Progression through the incremental scale shall be subject to the employee meeting the criteria identified for the position, Key Performance Indicators (KPI's) and overall a satisfactory and sustained performance level. This would include competencies as outlined in the Metal & Engineering Training Package.
- 3.11.2 The employee and their manager will review the employee's performance and other competencies as and when required. At that time the employee and his/her manager will also determine training required in order for the employee to achieve competence and continue on their career path.

3.12 Payment of wages

Employees at all sites will be paid on a weekly basis into a nominated bank account.

3.13 Other duties as required

An employee who cannot be utilized in their normal duties must be prepared to perform other duties for which they are competent, e.g. cleaning of workshop or trucks etc.

3.14 Work clothing

- (a) The employee is responsible for cleaning and maintenance of work clothing.
- (b) Work clothing will be replaced by Conplant on a fair wear and tear and/or safety basis in accordance with Company policy. In order to obtain fair wear and tear replacement clothing, you must return the old set to Conplant whose decisions on whether they should be replaced will be final.
- (c) Casual employees, part time employees will be supplied with work shirts etc.
- (d) Each employee is responsible for the good care of the issued uniform and protective equipment.

Workshop clothing supply

- Orange and navy long sleeved collared shirts (as supplied)
- Navy work pant (as supplied)
- Orange overalls (as supplied)
- Work boots as per AS/NZS 2210.3 and supply options as per clause 3.4 (c)

Initial workshop uniform issue – quantity options (post qualifying period)

Initial uniform issue can be taken within the scope of the following options:

- 5 high visibility long sleeved shirts, 3 trousers.
- 4 high visibility long sleeved shirts, 2 trousers and 1 pair high visibility overalls.
- 3 high visibility long sleeved shirts, 2 trousers and 2 pair high visibility overalls.
- 4 pair high visibility overalls

Subsequent replacement issue

Managers will be responsible for the requisitioning of all initial and replacement issue of uniforms. All items of uniform deemed by branch managers to require replacement will be ordered and exchanged as soon as is practicable.

Qualifying period issue

Employees within their qualifying period will be issued high visibility shirts or overalls as determined necessary by managers. Whilst on probation one pair of approved work boots will be supplied by the company to facilitate immediate compliance with Occupational Health and Safety requirements.

3.15 Individual Flexibility Arrangements

- (a) 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:
- (i) the agreement deals with 1 or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009* ; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009* ; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - 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
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing at any time.

4.0

HOURS OF WORK

Clause	Topic	Page Number
4.1	Span of ordinary hours	16
4.2	Rostered Days Off (RDO)	16
4.3	Shift work	16
4.4	Call outs	17
4.5	Overtime	17
4.6	Meal breaks	18
4.7	Rest breaks	18

4.0 Hours of work

4.1 Span of ordinary hours

The span of ordinary hours to be worked is:

Day Shift 38 hours per week, 7.6 hours per day	6.00 am - 6.00 pm Monday to Friday 6.00 am - 12.00 noon Saturday
Afternoon Shift 38 hours per week, 7.6 hours per day	12.00 noon – 12.00 midnight Monday to Friday 11.00 am – 5.00 pm Saturday

Employees will only be paid for actual hours of work authorised by the Company.

4.2 Rostered Days Off (RDO)

- (a) The ordinary working hours shall be an average of 38 per week, worked in a 20 day cycle, with 8 hours worked for each of nineteen days, and with 0.4 of an hour of each of those days accruing and credited by the Company towards the twentieth day, which shall be taken as a paid day off. The twentieth day of the cycle will be known as the Rostered Day Off (hereinafter called the 'RDO'). For the purpose of clarity time worked to accrue RDO and any payment of RDO due to termination of employment for any reason shall be at the employee's base rate of pay.
- (b) RDO's will be rostered locally and where possible with agreement with priority given to ensuring that operational capability is maintained at all times. Employees will not be permitted to accumulate RDO's and must take them within the 12 month period except in exceptional circumstances.
- (c) All paid leave, including public holidays as prescribed in clause 7.7 - Public Holidays, shall be regarded as a day worked for accrual purposes. RDO accrual will not occur when RDO are taken.
- (d) Upon commencement of employment, employees who have not worked a full twenty day cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDO falling after the commencement of employment. Thereafter, for the duration of employment with the Company, RDO will accrue as stated in this clause.

4.3 Shift work

4.3.1 Shift work

The company may require that shifts be worked in particular circumstances.

Shift roster arrangements, the duration of shifts and other matters associated with the introduction of shift work may, be developed in consultation with the relevant section of affected employees.

4.3.2 Shift rosters

Where an employee is required to work according to a roster, the following arrangements will apply:

- (a) Work rosters will be posted in a readily accessible place.
- (b) All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- (c) Changes or variations to shift rosters will be notified as soon as possible prior to the upcoming shift to becoming operative.
- (d) A shift roster may be changed at any time to enable the functions of the Company to be carried on, where another employee is absent from duty because of illness or in an emergency. However, if such an alteration involves an employee working on a day that would have been the employee's day off, such time worked on that day will be paid at overtime rates.
- (e) Places in shift rosters may be interchanged by agreement between the employees and the Company, provided that the Company will not incur additional shift or overtime penalties as a consequence of the interchange.

4.3.3 Afternoon shift

An employee rostered to work on a shift of which ordinary hours commence after 12 noon or finish prior to midnight is on an Afternoon Shift

A penalty rate of 15% of the ordinary rate of pay will apply to Afternoon shift work.

4.4 Call outs

This clause sets the rates of pay for all employees 'called out' after "ordinary hours of work" as part of their duties.

- (a) 'Call Outs' refers to the period where the employee is recalled back to work overtime after leaving the employer's enterprise.
- (b) Where an employee is sent on a 'call-out', they are to be paid for a minimum of 4 hours at double time. This does not apply if it is customary for an employee to return to the Company to perform pre-arranged overtime or where the overtime is continuous (provided there is a reasonable meal break) with the start or end of normal working time.
- (c) If an employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next working day or outside the span of hours, each call out will be deemed as separate unless the call outs overlap.

4.5 Overtime

All time worked outside, or in excess of the ordinary working hours prescribed in Clause 4.1 of this Agreement is overtime and will be paid for at the employee's ordinary hourly rate multiplied by the factor indicated below as follows:

DAYWORKERS - Day Shift	
All overtime worked Monday to Friday, inclusive, and prior to 12.00 Noon on Saturdays or public holidays.	- first 4 hours multiply by 1.5 - all time thereafter multiply by 2.0
All overtime worked on Saturdays after 12.00 noon, or on Sundays:	- all time multiply by 2.0
Shift Workers – Afternoon Shift	
All overtime Monday to Sunday, inclusive	- all time multiply by 2.0
Mandatory or Discretionary Training	
All overtime where Clause 6.4.2 (e) exists	- all time multiply by 1.5

4.5.1 Reasonable overtime may be required

The Company may require an employee to work reasonable overtime at the applicable rates prescribed in this Agreement. An employee will not be required to work overtime if the employee satisfies the Company that he/she cannot work that overtime.

4.5.2 Break after overtime

- (a) The Company will ensure that employees have at least 10 hours break between rostered shifts. If such a break cannot be achieved prior to the next rostered start time for the employee, the employee will not be required to report to work until he/she has had a 10-hour break. However, the employee will be paid as if they had commenced work at the normal rostered time, provided they report to work after the 10-hour break. If the employee does not report to work after the 10 hour break then the company will only be obliged to pay for the actual hours an employee has worked.

Should the company require an employee to report for work without a 10 hour break since completing their previous shift then the employee will be paid at double time rates until they have had a 10 hour break.

4.5.3 Minimum overtime payment

If an employee is instructed to report for overtime on a day when he/she would not have to work, and on reporting for duty finds that there is no work, the employee will be paid 3 hours overtime at that day's overtime rate.

4.5.4 Calculation of overtime

Each day's overtime is calculated separately to the nearest one tenth of an hour (6 minutes).

4.5.5 No overtime payment for flexible hours

An employee who has the permission of the Company to work flex-time and who works in excess or outside of the prescribed ordinary hours of work in a day under that arrangement will not be paid overtime for those hours worked unless thirty-eight hours of normal time have been accrued in that week.

4.6 Meal breaks

Meal breaks will be of 30 minutes duration. Meal breaks will generally be taken after the fifth hour of work and no later than the sixth hour. The timing of meal breaks can be varied outside of these hours by agreement between the employer and employee to ensure continuity of operational capability.

There is no requirement for all workshop employees to take their meal breaks simultaneously. Meal breaks will generally be rostered however these breaks may change according to operational requirements.

Shift	Start time	Meal break
Early day	06:30	12:30
Late day	08:00	13:00
Afternoon	13:00	18:30

4.7 Rest breaks

- (a) Rest breaks will be of ten (10) minute duration and shall count as time worked.
- (b) Employees will be entitled to two rest breaks per shift.
- (c) Rest breaks will be taken in the closest, safest and most convenient place.
- (d) Hot water, tea, coffee, milk and sugar will be supplied and coordinated within each Company site.
- (e) An adequate supply of cool drinking water will be provided on each Company site.

5.0

EMPLOYMENT CATEGORIES AND WORKPLACE MANAGEMENT

Clause	Topic	Page Number
5.1	Full and part time employment	20
5.2	Casual employment	20
5.3	Qualifying period	20
5.4	Termination of employment and misconduct	21
5.5	Redundancy	22
5.6	Recovery of monies owed	23
5.7	Remedies	23
5.8	First aid	23
5.9	Employee participation in safety	23

5.0 Employment categories and workplace management

An employee will only be employed by the Company in accordance with the employment categories in this clause.

5.1 Full and part time employment

- a) Both continuing and fixed-term employment may be either full time or part time.
- b) Full time employment means employment for 38 hours per week.
- c) Part time employment means employment for ordinary hours of work less than those of a full time employee.
- d) The hours and days to be worked by a part time employee will be agreed on prior to the commencement of the employment.
- e) Part time employees will be paid an hourly rate calculated by dividing the weekly rate appropriate to their classification as prescribed in Schedule 1.0 of this Agreement by 38.
- f) A part time employee will be entitled to payments in respect of annual leave, personal/carer's leave, long service leave and all other authorised leave on a proportional basis.
- g) Subject to this clause, all other provisions of this Agreement relevant to full time employees will apply to part time employees on a pro-rata basis.

5.2 Casual employment

- a) Casual employment means a person engaged by the hour and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible.
- b) A casual employee will be paid an hourly rate calculated by dividing the weekly rate appropriate to their classification as prescribed in Schedule 1.0 of this Agreement by 38 ("base rate").
- c) A casual employee will be entitled to a casual loading which is in lieu of payments for personal/carer's leave, annual leave, long service leave and other entitlements for which a casual employee is not eligible. The casual loading will be 25 percent.
- d) A casual employee who works in excess of 10 hours on any day is entitled to payment calculated at:
 - (i) the base hourly rate; plus
 - (ii) the applicable overtime penalty rate on the base hourly rate; plus
 - (iii) the casual loading applicable to the base hourly rate.
- e) A casual employee who is engaged to perform shift work is entitled to payment calculated at:
 - (i) the base hourly rate; plus
 - (ii) the applicable shift loading; plus
 - (iii) the casual loading applicable to the base hourly rate or each rostered shift.
- f) The employment of a casual employee may be terminated by the giving of one hour's notice by either the employee or the Company.

5.3 Qualifying period

- a) New employees will be required to serve a qualifying period to determine their suitability. The qualifying period will be six (6) months unless specified otherwise in the employment contract.
- b) During the qualifying period employees will be afforded the opportunity to undergo regular performance reviews with management to assist in their development and to enable management to determine their suitability for full time employment.

5.4 Termination of employment and misconduct

5.4.1 Management of allegations of misconduct or serious misconduct

A team leader or supervisor may seek to resolve an allegation of misconduct through guidance, counselling or other appropriate action in the first instance in accordance with the Company's Discipline and Termination Policy.

Where the steps in subclause 6.2.1(a) have been unsuccessful or are inappropriate due to the serious nature of the allegation(s), a team leader or supervisor may report the situation to their Branch or Workshop Manager detailing the allegation(s) of misconduct or serious

misconduct against the employee. The employee will be given an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.

Management will consider the employee's response, and any other relevant material. The manager and/or HR Manager will advise the employee of any proposed action which may include summary dismissal in accordance with clause 5.4.3

5.4.2 Recommendation to terminate employment

The National Manager - People & Performance or their nominated representative,, in consultation with other relevant manager/s, will make a final determination as to whether the employment should be terminated.

5.4.3 Summary dismissal

- (a) The employer 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.

5.4.4 Abandonment of employment

- (a) Where an absence of an employee from work exceeds a continuous period of 3 working days without the consent of the Company and without notification to the Company, the Company shall assume that the employee has abandoned their employment.
- (b) The Company will endeavour to contact the employee by phone and/or by post.
- (c) If the employee has not responded within two weeks of the Company's attempts at contact, the Company will deem the employee has abandoned their employment
- (d) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day of authorised absence.

5.4.5 Notice of termination by employer

In order to terminate any employment agreement the employer or employee will give the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 - 3 years(completed)	2 weeks
3-5 years (completed)	3 weeks
5 years and over	4 weeks

- (a) In addition to the above, employees over the age of 45 years at the time of giving notice with not less than 2 years service are entitled to an additional 1 weeks notice.
- (b) Payment may be made in lieu of notice and must equal the total of all amounts that, if the employee's employment had continued to the end of the required period of notice, the employer would have been liable for that amount.
- (c) This amount will be calculated including the employees ordinary hours, allowances, loading and penalties and any other sum payable under the employee's contract of employment.

5.4.6 Notice of termination by employee

- (a) The notice of termination required to be given by an employee will be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned.
- (b) If the employee fails to give the notice set out in 5.4.5 then the employer has the right to withhold monies due to the employee to a maximum amount equal to the notice not given.

5.5 Redundancy

- 5.5.1 An employee's role will be deemed to be redundant if the employer no longer requires the role due to the reorganization of work, technological change or a down turn in business.

- 5.5.2 In addition to the period of notice prescribed in Clauses 5.4.5 of this Agreement, an employee whose employment is terminated by the Company for reasons set out in subclause 5.5.1 shall be entitled to the following amount of severance pay, at the employee's ordinary rate of pay, in respect of their continuous period of service with the Company.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
More than 1 year but less than 2 years	4 weeks
More than 2 years but less than 3 years	6 weeks
More than 3 years but less than 4 years	7 weeks
More than 4 years but less than 5 years	8 weeks
More than 5 years but less than 6 years	10 weeks
More than 6 years but less than 7 years	11 weeks
More than 7 years but less than 8 years	13 weeks
More than 8 years but less than 9 years	14 weeks
More than 9 years but less than 10 years	16 weeks
More than 10 years	12 weeks

- 5.5.4 During the period of notice of termination of employment given by the Company, for reasons set out in subclause 5.5 an employee shall for the purpose of seeking other employment be entitled to be absent from work during each week of the notice period up to a maximum of eight ordinary hours without deduction of pay. 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 the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 5.5.5 The provisions of this clause will not apply to casual employees; employees engaged for a specified term or specified task or in the event of a resignation or termination for misconduct or performance related reasons.
- 5.5.6 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 transferee), in any of the following circumstances:
- (i) Where the employee accepts employment with the transmitter which recognises the prior continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee; or
 - (ii) Where the employee rejects an offer of employment with the transferee:
 - In which the terms and conditions are substantially similar and no less favourable, considered in an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - 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 transferee.

5.6 Recovery of monies owed

In the event of an employee's employment being terminated, any monies owed to Conplant Pty Ltd by an employee/s by way of payment of wages or allowances in advance, overpayments or other payments arising out of the employer-employee relationship shall be recovered by Conplant Pty Ltd from any accrued entitlements owing to the employee.

Where an overpayment has been made to an employee, Conplant Pty Ltd shall consult with the employee and by mutual agreement the monies owing shall be recovered in the following pay period or in a timeframe that satisfies both parties.

5.7 Remedies

Nothing in this clause shall give rise to or be taken to give rise to any form or remedy additional to any statutory rights the employee might have for unfair dismissal or alleged unfair dismissal.

5.8 First aid

- (a) An employee, appointed by the Company as a First-Aid Officer, will be paid an allowance as prescribed in subclause 3.4 (a).
- (b) Each branch will have 2 qualified First Aid Officers appointed at all times when reasonably practicable.
- (c) The Company will ensure that employees who volunteer or are asked to be First-Aid Officers will be trained at the expense of the Company and where operationally appropriate during normal working hours.

5.9 Employee participation in safety

Conplant employees have a responsibility to protect their own safety and those of their fellow employees and observe all safety policies and procedures as a condition of their employment. Requirements as part of performing daily duties includes ensuring good site housekeeping is maintained and particularly work area(s) meaning: being clean, tidy, and hygienic and maintaining a safe working environment, behaviours and work practices.

Opportunities for input from employees in achieving and maintaining a safe workplace will be provided, examples include:

- (a) Safety toolbox meetings
- (b) Audit processes
- (c) WH&S Committee meetings
- (d) Engaging employees to participate in SWMS development & input. Employees are expected to adhere to the use of SWMS and if one does not exist a Risk Assessment must be undertaken.
- (e) Safety calendar implementation to ensure a safe work place.

Employees have an obligation not to harm themselves, or others in the workplace. This includes not engaging in bullying, skylarking or any other behaviour that puts other people at risk. Employees must not misuse and/or interfere with health and safety equipment. For example, removing a safety guard or disengaging an emergency stop button on an item of plant machine would be regarded as a serious infringement.

6.0

PERFORMANCE MANAGEMENT, DEVELOPMENT AND TRAINING

Clause	Topic	Page Number
6.1	Performance management and reward	25
6.2	Performance management and managing unacceptable performance Levels	25
6.3	Supervision and training	25
6.4	Training and development	25
6.5	Leadership responsibility	26
6.6	Mentoring	26
6.7	Multi-skilling	26

6.0 Performance management and reward

6.1 Performance management and reward

During the life of this Agreement the consultative processes will be used to continue the development and implementation of a performance management strategy.

The performance management strategy will provide a framework enabling an employee and his or her manager/supervisor to identify, evaluate and develop the work performance of the employee and assist in identifying career development or promotional opportunities.

It is intended to continue to encourage employees to adopt behaviours and work practices that Conplant believe are necessary to achieve a work culture based on high performance, quality and modern management and work practices.

6.2 Performance management and managing unacceptable performance levels

The Company's Discipline and Termination Policy is set out below:

6.2.1 Management of unacceptable performance levels

- (a) A team leader/supervisor should first make every effort to resolve instances of possible unsatisfactory performance through informal guidance, counseling, and/or appropriate work allocation. At this stage a verbal warning may be given regarding the potential seriousness of the performance concerns.
- (b) Where the steps in subclause 6.2.1 (a) have been unsuccessful, the team leader/supervisor should formalise the performance concerns in writing by making the employee aware of the perceived deficiencies in performance that have not been resolved by informal means and identifying the performance standard required.

A clear plan of action is to be developed with the following:

- performance improvement areas with goals and timeframes.
 - where applicable further training, opportunities or coaching/mentoring
 - Scheduled next meeting
- (c) The employee will be given an opportunity to respond to the supervisor's concerns and to raise any mitigating circumstances during formulation of the performance improvement plan.
 - (d) The team leader/supervisor should allow a reasonable timeframe for the employee to improve performance taking into account the circumstances and duties. The timeframe should be established in consultation with the employee and will not normally be more than one month after each warning where required. The team leader/supervisor should meet regularly with the employee during the review period. Written warnings will be provided once formal proceedings have begun.
 - (e) Where performance improves employees will be advised that no further action will be taken. Where performance remains unsatisfactory employees will be dismissed.

6.3 Supervision and training

Employees will assist in the training of other employees as required by the Company, provided that the employee is in the opinion of the Company passed as competent to do so.

All employees will participate as required by the Company in mandatory training programs applicable to the Company's operations.

6.4 Training and development

Training & Development at Conplant is a joint responsibility shared between Conplant and individual employees and will be integrated with the performance management strategy.

Regardless of anything contained in this Agreement, the entitlement for payment or paid time off in relation to training and development required by Conplant will be as follows:

Training will be categorized on the following basis:

Mandatory training – training required for employees to obtain or maintain licences which are necessary for their role or other training considered mandatory by Conplant in order to ensure that the employee is able to function in their role at a standard level. (1) Within the qualifying period (2) Induction related training e.g. Manual Tasks, Emergency Procedures.

Discretionary training – training required to enhance an employee's skills and abilities in their role. This training shall be at the direction of Conplant in consultation between employer and employee.

Self-development Training – an employee voluntarily undertakes training to improve their skills in order to enhance their opportunities for career development.

6.4.1 Day workers

- (a) Conplant shall be responsible for payment of the training course for mandatory and discretionary training.
- (b) Conplant shall not be obliged to contribute towards the cost of training an Employee for training categorized as self-development training.
- (c) Employees shall not suffer loss of ordinary penalties for mandatory and discretionary training.
- (d) Where possible, all mandatory and discretionary training will be conducted during ordinary working hours.

6.4.2 Shift workers

- (a) Conplant shall be responsible for payment of the training course for mandatory and discretionary training.
- (b) Conplant shall not be obliged to contribute towards the cost of training an Employee for training categorized as self-development training.
- (c) Employees shall not suffer loss of ordinary pay including shift penalties for mandatory and discretionary training.
- (d) Where possible, all mandatory and discretionary training will be conducted during ordinary working hours.
- (e) Where mandatory or discretionary training is required to be undertaken such that shift workers work and train beyond the length of time for which they would normally be rostered on that day, the extra time shall be paid at time and one half of the employees base rate of pay.

Nothing in this clause shall preclude management and employees agreeing to alternative arrangements. Any agreement reached shall be in writing and shall apply in lieu of this Agreement.

6.5 Leadership responsibility

The parties to this Agreement recognise leadership is crucial to this Agreement. Employees with leadership responsibility will strive to:

- Establish and maintain a safe and healthy working environment.
- Deal with each team member with fairness, equity and respect.
- Encourage and promote the development of employee skills.
- Promote the concept of mentoring.
- Promote the concept of self-direction and delegation.
- Recognise and acknowledge effort and good performance.
- Address issues raised by employees in a timely manner, and provide regular feedback
- Identify opportunities for improvement.
- Act in a manner consistent with the Appropriate Workplace Behaviour Policy.
- Engage in meaningful communication.

6.6 Mentoring

The parties recognise mentoring is key to establishing an environment that fosters teamwork and personal development. Every employee has a responsibility to share their knowledge and experience with fellow employees through mentoring.

6.7 Multi-skilling

Employees will perform all work within in their skill, competence, and training as required by the Company.

The parties to this Agreement recognise the need for the co-operative use of skills and competencies held by the workforce across the Company's operations.

7.0

LEAVE

Clause	Topic	Page Number
7.1	Annual leave	28
7.2	Long Service Leave (LSL)	28
7.3	Personal/carer's leave	28
7.4	Accessing personal leave	29
7.5	Unpaid carer's leave	29
7.6	Compassionate leave	29
7.7	Public holidays	29

7.0 Leave

7.1 Annual leave

7.1.1 Entitlement

- (a) Employees shall be entitled to annual leave in accordance with the National Employment Standards.
- In summary, the Standard provides for four weeks annual leave after each completed year of service for employees other than casuals, provided that when the employee is regularly engaged to work on continuous rostered shifts an additional week's annual leave shall accrue for each completed year of service.
- (b) Annual leave begins accruing at the commencement of employment and can be taken subject to operational requirements of the business and management authorisation.
- (c) Authorisation to take annual leave is subject to the operational requirements of the Company.
- (d) Annual Leave applications must be made as far in advance as possible and with at least 4 weeks notice. The parties recognise that, due to the operational requirements of the Company leave requests may not be granted.
- (e) Whilst on leave, employees will continue to be paid weekly unless otherwise requested by the employee on their leave application form.
- (f) Should a public holiday fall within the period of employees leave, and that day would be a day ordinarily worked e.g. Monday - Friday, the employee will be entitled to have the equivalent period added to their leave.
- (g) Annual leave will accrue progressively, provided that where the services of an employee terminate for any reason, credit will be given for periods of less than one week in calculating any leave that may be due.
- (h) Employees have the ability to cash in two weeks annual leave per 12 month period provided that:
- All cashed in annual leave shall attract the 17.5% loading as per normal annual leave taken.
 - Each cashing out is to be requested and approved in writing and not retrospective.
 - No cashing out is permitted where the leave balance after the cashing out would fall below four weeks leave.
- (i) In the event of the death of an employee, the monetary value of all annual leave for which the employee was eligible at the time of death will be paid to his/her legal personal representative, unless paid by the Company to the employee's widow or widower or to the guardian of the infant children of the employee.

7.1.2 Employee may be directed to take annual leave

The Company may direct an employee to take annual leave for which the employee has an entitlement for the purpose of a close down. Further, where an employee has accumulated more than two years' accrual the Company may direct the employee to take leave for up to two weeks per year. However, as far as practicable, the wishes of the employee will be taken into consideration when fixing the time for the taking of annual leave.

7.1.3 Annual leave loading

Employees other than casual employees will be granted an annual leave loading equivalent to 17.5% of the base rate. This will be paid at the time that the employee takes their leave.

7.1.4 Payment of leave loading on termination

- (a) Upon termination by the Company for any reason, an employee who has not been paid an annual leave loading to which they are entitled will be paid the loading that would have been payable had the termination not occurred.

7.2 Long service leave

Employees shall be entitled to Long Service Leave in accordance with the National Employment Standards. Currently Long Service Leave is to be determined by reference to the relevant Long Service Leave legislation in each state where Conplant has operations.

7.3 Personal/carer's leave

Employees shall be entitled to personal/carer's leave in accordance with the National Employment Standards. In summary, the Standard provides for an accrual of 10 days per annum as personal leave for all employees other than casuals. The leave may be accessed in the following circumstances:

- (a) Where an employee is not fit for work because of a personal illness or injury affecting the employee; and
- (b) Where leave (paid or unpaid) is taken by an employee to provide care or support to a member of the employee's 'immediate family' or household who requires care and support because of:
 - (i) A personal illness or injury affecting the immediate family member; or
 - (ii) An unexpected emergency affecting the immediate family member.

'Immediate family' covers:

- (a) A spouse (including a former spouse, a de facto partner, or same sex partner);
- (b) A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent-in-law, foster parent, grandparent, grandchild or sibling of the employee;

Leave can be accessed provided that reasonable evidence, such as a certificate from a registered health practitioner or, where that is not reasonably practicable, a statutory declaration, is provided.

7.4 Accessing personal leave

An employee absent from duty due to personal illness or personal incapacity must as soon as practicable:

- (a) personally inform his/her supervisor of his/her inability to attend for duty unless there is good reason that they are unable to do so, and
- (b) State the estimated duration of the absence.
- (c) A sick leave certificate is not required for individual days unless leave is on a Monday, Friday or any day adjoining a leave period (leave periods include RDOs) or public holidays.
- (d) An employee must produce a sick leave certificate for all sick leave periods of 2 days and above.

7.5 Unpaid carer's leave

In addition to paid carer's leave referred to above, in cases where paid personal/carer's leave entitlements are exhausted and in the case of casual employees, up to two days unpaid carer's leave (as described in Section 7.3 (b)) may be taken.

7.6 Compassionate leave

Employees shall be entitled to compassionate leave in accordance with the National Employment Standards.

In summary, the Standard provides for up to two days paid leave per occasion on the death or life-threatening illness or injury of a member of the employee's immediate family or household.

Access to leave to meet ceremonial or religious requirements regarding bereavement, may be made available with the approval of the line supervisor and the HR Manager or their nominated representative.

7.7 Public holidays

Employees shall be entitled to Public Holidays in accordance with the National Employment Standards. In summary, employees will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days, without loss of pay:

New Year's Day
 Australia Day
 Good Friday
 Easter Monday
 Anzac Day
 Queen's Birthday
 Labour Day
 Christmas Day
 Boxing Day

In addition any other public holiday proclaimed under State law as having general application to the whole of the State or region in which an employee is employed.

8.0

MISCELLANEOUS

Clause	Topic	Page Number
8.1	Employee personnel files	31
8.2	Dispute resolution	31
8.3	Signatories to the Agreement	32

8.0 Miscellaneous

8.1 Employee personnel files

An employee will be able to view their Personnel File and should be advised of any adverse reports or documents relating to performance placed on that file.

Access to personal files is to be restricted to authorised employees of the Company e.g. Managers/Site Supervisors/HR Department and the individual employee.

Employees will be given access to their personal file, provided their request is made through their Supervisor, who will arrange an appropriate and convenient time.

8.2 Dispute resolution

- (a) If a dispute relates to:
- (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) 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.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) Fair Work Commission may deal with the dispute in 2 stages:
- (i) 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
 - (ii) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - arbitrate the dispute; and
 - 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. 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. Any decision or outcome that is made in any arbitration must be consistent with the Code for the Tendering and Performance of Building Work 2016, or if it is replaced any successor Code.*
- (f) While the parties are trying to resolve the dispute using the procedures in this term:
- (i) 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
 - (ii) 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:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

8.3 Signatories to the Agreement

Signed for and on behalf of the Employees of Conplant Pty Ltd

(Signature)



(Print Name)

MICHAEL BRUTON

(Address)

37 CECILIA ST

BEZMARE

Job Title

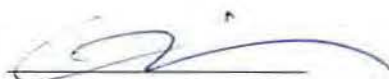
STORE PERSON

Date:

23/6/17

In the presence of

(Witness Signature)



(Witness print name)

Gina Dreis

(Address)

6 Gindurra Close

Hammondville NSW

Job Title:

CFO - Chartered
Accountant 50960

Date:

23-6-17

Signed for and on behalf of Conplant Pty Ltd

(Signature)



(Print Name)

JANET O'BRIEN

(Address)

1511/153 KENT STREET
SYDNEY 2000

In the presence of

Job Title:

National Manager - People Performance

Date:

23/06/17

(Witness Signature)

[Signature]

(Witness print name)

Sonia Gilbert

(Address)

25 Tallow-Wood Ave

Narellan Vale 2567

Job Title:

Assistant Accountant.

Date:

23/06/17

9.0

SCHEDULES

Clause	Topic	Page Number
Schedule 1	Employee Classifications - Wage rates	35
Schedule 2	Location Loading and Trades Loading	36
Schedule 3	Employee Classifications	37

9.0 Schedules

Schedule 1.0 Employee Classifications - Wage Rates, Workshop, Stores and Drivers

Role	Classification	Hourly Rate	Weekly base	Special Allowance (Weekly Rate)
	Level 1			
Unskilled Junior	Grade 1	15.72	597.36	
Unskilled Senior	Grade 1	22.16	842.708	
Unskilled/Operator	Grade 1	22.16	842.08	24.57
	Level 2			
Trades Assistant	Grade 1	26.09	991.42	
Trades Assistant	Grade 2	26.23	996.74	
Trades Assistant	Grade 3	27.51	1045.38	
	Level 3			
Junior Apprentice	Year 1	10.72	407.36	
Junior Apprentice	Year 2	14.30	543.02	
Junior Apprentice	Year 3	20.37	774.06	
Junior Apprentice	Year 4	22.87	869.06	
	Level 3.1			
Adult Apprentice	Year 1	17.15	651.70	
Adult Apprentice	Year 2	19.30	733.40	
Adult Apprentice	Year 3	21.44	814.72	
Adult Apprentice	Year 4	23.58	896.04	
	Level 4			
Tradesman	Grade 1	31.03	1179.14	
Tradesman	Grade 2	32.24	1225.12	
Tradesman	Grade 3	33.45	1271.10	
Tradesman	Grade 4	34.26	1301.88	
	Level 5			
Field Service Technician	Grade 1	32.24	1225.12	127.30
Field Service Technician	Grade 2	34.26	1301.88	127.30
Team Leader	Level 6			
Team Leader	Grade 1	34.26	1301.88	175.03
Stores	Level 1			
Store Person	Grade 1	22.16	842.08	

Employee Classifications - Wage Rates, Transport

Role	Classification	Hourly Rate	Weekly base
Driver	Level 4 (HR)	26.89	1021.82
Driver	Level 7 (HC)	29.38	1116.44

Schedule 2.0 Location and Trades Loading

Location Loading	Hunter Valley/ Coffs Harbour/ Adelaide	Sydney	Brisbane	Sunshine Coast	Perth
This loading is to be applied to the employee's base rate	0.43	2.15	0.87	0.87	1.04

The Location Loading as defined in clause 1.3 is to be applied to employee's base rate when calculating overtime and superannuation. These loadings apply to non - trade employees only including Trade Assistants.

Trades Loading	Hunter Valley/ Coffs Harbour/Adelaide	Sydney	Brisbane	Sunshine Coast	Perth
This loading is to be applied to the employee's base rate	0.54	1.65	2.15	2.15	2.47

The Trades Loading as defined in clause 1.3 is to be applied to employee's base rate when calculating overtime and superannuation. These loadings apply to Trade qualified employees only.

Schedule 3.0

Employee Classifications – Workshop Roles

Job Title	Level	Grade	General Description	Qualifications & Experience
Unskilled Labourer (Junior)	1	1	<p>Skills and Knowledge: Employees in this class perform unskilled tasks in and around the workshop requiring no knowledge in the area of mechanics and other related fields. Some tasks may take the employee off site however these tasks will be accompanied by detailed instruction. Employees are required to use a variety of relatively simple hand tools with limited control adjustments.</p> <p>Supervision: Requires general supervision to ensure that tasks are completed.</p>	Under 18 years of age
Unskilled Labourer (Senior)	1	1	<p>Skills and Knowledge: Employees in this class perform unskilled tasks in and around the workshop. Generally requiring no knowledge in the area of mechanics and other related fields. Some tasks may take the employee off site however these tasks will be accompanied by detailed instruction. Employees are required to use a variety of relatively simple hand tools with limited control adjustments.</p> <p>Supervision: Requires general supervision to ensure allocated tasks are completed</p>	Over 18 years of age
Unskilled Labourer/Plant Operator (Senior)	1	1	<p>Skills and Knowledge: Employees in this class perform unskilled tasks in and around the workshop. Generally requiring no knowledge in the area of mechanics and other related fields. Some tasks may take the employee off site however these tasks will be accompanied by detailed instruction. Employees are required to use a variety of relatively simple hand tools with limited control adjustments. This position may require the incumbent to operate Conplant equipment in a wet hire situation.</p> <p>Supervision: Requires general supervision to ensure allocated tasks are completed</p>	<p>Over 18 years of age</p> <p>More than 2 years operator experience with applicable licences and/or verification/referees where required.</p>
Trades Assistant	2	1	<p>Knowledge: Employees in this class perform unskilled work, washing machines, general yard duties and assisting tradesman in connection with the maintenance and repair of general workshop items. Guidance and instruction in the principles and techniques involved are provided by a tradesperson, adjusting the degree of supervision given to employees based on the scope and difficulty of the assignment.</p> <p>Supervision: Can work independently dependent on the complexity of the task but generally requires supervision and progress checks.</p>	<p>Low to Medium level knowledge of trade/s.</p> <p>More than 2 years experience in the relevant field.</p>

Trades Assistant	2	2	<p>Skills and Knowledge: Employees in this class perform semi skilled work in connection with the maintenance and repair of general workshop items. Employee can carry out basic general servicing. Guidance and instruction in the principles and techniques involved are provided by a tradesperson, adjusting the degree of supervision given to employees based on the scope and difficulty of the assignment.</p> <p>Supervision: Can generally work independently dependent on the complexity of the task but can perform duties with little assistance. May still require supervision and checking on progress.</p>	<p>Medium level knowledge of trade/s</p> <p>More than 5 years experience in the relevant field</p>
Trades Assistant	2	3	<p>Skills and Knowledge: Employees in this class can perform skilled tradesman tasks/activities independently in connection with the maintenance and repair of general workshop items. Will be able to identify and escalate where additional, more complex work is required and take proactive steps to resolve identified issues where necessary.</p> <p>Supervision: Can work independently dependent on the complexity of the task but generally requires little supervision.</p>	<p>Medium to High level knowledge of trade/s</p> <p>More than 5 years experience in the relevant field</p>
Mechanic Apprentice Junior	3	1	<p>Skills and Knowledge: Employees in this class will study at TAFE and gain practical knowledge of aspects relating to basic OHS, customer relations, mechanical, electrical and hydraulic systems and principals.</p> <p>Supervision: Constant to regular supervision dependent on the complexity of the task. Works at the direction of other trades people to learn and demonstrate levels of understanding.</p>	1st year Apprentice
Mechanic Apprentice Junior	3	2	<p>Skills and Knowledge: Employees in this class will continue study at TAFE (2nd year level) covering hydraulics, steering, hydrostatic transmission, cooling systems, engine testing and suspension service and repair.</p> <p>Supervision: Regular supervision on more complex tasks while some independence in the workshop regarding basic tasks is expected at this level. Still requires teaming with other trades people to learn and demonstrate understanding.</p>	2nd Year Apprentice
Mechanic Apprentice Junior	3	3	<p>Skills and Knowledge: Employees in this class will study 3ra year units at TAFE and attain practical knowledge and on the job training in areas covering but not limited to diesel systems and service, exhaust, brake, steering and ignition systems.</p> <p>Supervision: Employees at this level will still require regular supervision but will perform many day to day workshop activities with limited oversight. At this stage of training the apprentice will seek advice and support for more complex jobs however begin to work more independently.</p>	3rd Year Apprentice

Mechanic Apprentice Junior	3	4	<p>Skills and Knowledge: Employees in this class will attain on the job training in areas covering but not limited to diesel systems and service, (exhaust, brake, steering and ignition systems).</p> <p>Supervision: Employees at this level will require supervision but will perform many day to day workshop activities with limited oversight. At this stage of training the apprentice will seek advice and support for more complex jobs and begin to work more independently.</p>	4th Year Apprentice
Mechanic Apprentice Adult	3.1	1	<p>Skills and Knowledge: Employees in this class will study at TAFE and gain practical knowledge of aspects relating to basic WHS, customer relations, mechanical, electrical and hydraulic systems and principals.</p> <p>Supervision: Constant to regular supervision dependent on the complexity of the task. Works at the direction of other trades people to learn and demonstrate levels of understanding.</p>	1st Year Apprentice
Mechanic Apprentice Adult	3.1	2	<p>Skills and Knowledge: Employees in this class will continue study at TAFE (2na year level) covering hydraulics, steering, hydrostatic transmission, cooling systems, engine testing and suspension service and repair.</p> <p>Supervision: Regular supervision on more complex tasks while some independence in the workshop regarding basic tasks is expected at this level. Still requires teaming with other trades people to learn and demonstrate understanding.</p>	2nd Year Apprentice
Mechanic Apprentice Adult	3.1	3	<p>Skills and Knowledge: Employees in this class will study 3ra year units at TAFE and attain practical knowledge and on the job training in areas covering but not limited to diesel systems and service, exhaust, brake, steering and ignition systems.</p> <p>Supervision: Employees at this level will still require regular supervision but will perform many day to day workshop activities with limited oversight. At this stage of training the apprentice will seek advice and support for more complex jobs and begin to work more independently.</p>	3rd Year Apprentice
Mechanic Apprentice Adult	3.1	4	<p>Skills and Knowledge: Employees in this class will attain on the job training in areas covering but not limited to diesel systems and service, exhaust, brake, steering and ignition systems.</p> <p>Supervision: Employees at this level will require supervision but will perform many day to day workshop activities with limited oversight. At this stage of training the apprentice will seek advice and support for more complex jobs and begin to work more independently.</p>	4th Year Apprentice
Tradesman - Electrical, Fitter, Welder, mechanic, plant mechanic	4	1	<p>Skills and Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and implementation of the principals of OHS and risk management should be clearly demonstrated on a day to day basis.</p> <p>Supervision: Works under the direction of the workshop supervisor. Requires regular progress checks to ensure procedures and standards are being met.</p>	<p>Certificate or license relating to the specific trade - TAFE or equivalent trade.</p> <p>Less than 5 years industry relevant experience.</p>

Tradesman - Electrical, Fitter, Welder, mechanic, plant mechanic	4	2	<p>Skills and Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and implementation of the principals of OHS and risk management. Ability to work from oral and written directions and drawings. Ability to perform relevant trade specific duties with minimal direction. Employee actively seeks more complex, challenging tasks with appropriate support.</p> <p>Supervision: At this level the employee requires minimal supervision and seeks support regarding resources required to complete tasks in allotted timeframes. Tasks are completed efficiently and effectively meeting or exceeding set work standards.</p>	<p>Certificate or license relating to the specific trade - TAFE or equivalent trade.</p> <p>Greater than 5 years relevant industry experience.</p>
Tradesman - Electrical, Fitter, Welder, mechanic, plant mechanic	4	3	<p>Skills and Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and implementation of the principals of OHS and risk management. Ability to work from oral and written directions and drawings. Ability to perform relevant trade specific duties with no direction from supervisor.</p> <p>Supervision: At this level the employee requires limited supervision and seeks support regarding resources required to complete tasks in allotted timeframes. Tasks are completed efficiently and effectively meeting or exceeding set work standards.</p>	<p>Certificate or license relating to the specific trade - TAFE or equivalent trade.</p> <p>Greater than 5 years relevant industry experience with evidence of suitable additional technical training of value to the business which should be in progress or completed to enhance flexibility and underlying skill set.</p>
Tradesman - Electrical, Fitter, Welder, mechanic, plant mechanic	4	4	<p>Skills and Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and implementation of the principals of OHS and risk management. Ability the work from oral and written directions and drawings. Ability to perform relevant trade specific duties with no direction.</p> <p>Supervision: At this level the employee requires limited supervision and seeks support regarding resources required to complete tasks in allotted timeframes. Tasks are completed safely, efficiently and effectively meeting or exceeding work standards. Employee takes pro active steps to develop self and others in day to day activities and to lead by example.</p>	<p>Certificate or license relating to the specific trade - TAFE or equivalent trade with additional certificates detailing a high level of related technical skill, knowledge and a significant level of practical experience.</p> <p>Greater than 7 years relevant industry experience</p>
Tradesman - Field Service Technician	5	1	<p>Skills and Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and implementation of the principals of OHS and risk management. Employees in this class need to demonstrate high level skills in all aspects of repairs, diagnosis and maintenance of all types of plant equipment. Employees in this class need to demonstrate sound verbal communication skills and a high level of customer focus. Additionally computer literacy is an essential part of the role.</p> <p>This position will generally be the first step for a workshop mechanic moving into field service.</p>	<p>Certificate or license relating to the specific trade - TAFE or equivalent trade and a Construction Induction Card.</p> <p>Greater than 5 years relevant industry experience with evidence of suitable additional technical training of value to the business which should be in progress or completed to enhance flexibility and underlying skill set. This could</p>

			<p>Supervision: No supervision in the field is required, but is supported by and under regular supervision of the Workshop Manager and where necessary National Manager - Service, Technical Support & Training.</p>	include a HR truck licence.
Tradesman - Field Service Technician	5	2	<p>Skills and Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and implementation of the principals of OHS and risk management. Employees in this class need to demonstrate high level skills in all aspects of repairs, diagnosis and maintenance of all types of plant equipment. Employees in this class need to demonstrate a high level of customer focus. Additionally computer literacy is an essential part of the role.</p> <p>Supervision: No supervision in the field is required, but is supported by and under regular supervision of the workshop manager.</p>	<p>Certificate or license relating to the specific trade - TAFE or equivalent trade and a Construction Induction Card.</p> <p>Minimum 5 years relevant industry experience in a workshop environment and minimum of 2 years experience as a Field Service Technician. Field Service Technicians should have practical experience and specialist technical skills and/or training of value to the business, this could include an HR truck licence. This should be in progress or completed to enhance flexibility and underlying skill set.</p>
Team Leader	6	1	<p>Skills & Knowledge: Employees in this class require formal qualifications and knowledge in their relevant trade. Skill in the operation of the tools and equipment of the relevant trade. Understanding and ability to assist with the development and implementation of company procedures including induction, risk management processes and SWMS to ensure a safe working environment and compliance with all associated legislation. Employees in this role must be able to develop effective internal and external workplace relationships, allocate work effectively and manage customer expectation. The ability to prioritise, multi task and escalate issues where appropriate is essential. Additionally computer literacy is an essential part of the role.</p> <p>Supervision Work is performed under supervision of Workshop Manager in accordance with established workshop procedures and is evaluated through review of W/O Labour Efficiency Reports showing employee productivity (Reporting, Operations, Service) 70% workshop 30% administration labour split</p>	<p>High level knowledge of trade/s</p> <p>More than 5 years experience in the relevant field.</p> <p>Relevant management certificates desirable before a move to this position and / or a willingness and ability to participate in a Cert 1V in Frontline Management or Training & Assessment</p>

Employee Classifications – Transport and Stores Roles

Job Title	Level	Skills/Knowledge	Qualifications and Experience
Storeperson	Level 1	<p>Skills & Knowledge: Employees would typically undertake a range of duties in a safe, responsible manner including moving/packing materials, liaison with suppliers, allocating and retrieving goods, use of a small vehicle, operation of a telephone and VDU and housekeeping and stock checks.</p> <p>Supervision: Employees in this type of role are required to take responsibility for their own work and be subject to routine supervision whilst exercising some discretion within their skill level.</p>	Employees at this level require no formal qualifications.
Driver (3 axle rigid vehicle exceeding 13.9 tonnes gross vehicle mass GVM)	Level 4	<p>Skills & Knowledge: Employees would typically undertake a range of unsupervised tasks associated with the safe loading and unloading of equipment at Conplant and customer sites. They would be expected to utilise their industry knowledge and experience to assist hire controllers in the organisation of their work schedules and customer communication. Drivers would be expected utilise good verbal communication skills and to follow procedures and take the initiative where necessary to flag any customer or technical issues that may arise during the transit of machinery.</p> <p>Supervision: Employees in this type of role typically take responsibility for their own work and are not subject to routine supervision.</p>	Heavy Rigid licence and Construction Induction Card with at least 2 years practical experience at this level, ideally within the earthmoving, mobile plant or construction industry.
Driver (driver of a low loader with a GCM exceeding 43 tonnes).	Level 7	<p>Skills & Knowledge: Employees would typically undertake a range of unsupervised tasks associated with the safe loading and unloading of equipment at Conplant and customer sites. They would be expected to utilise their industry knowledge and experience to assist hire controllers in the organisation of their work schedules and customer communication. Drivers would be expected utilise good verbal communication skills and to follow procedures and take the initiative where necessary to flag any customer or technical issues that may arise during the transit of machinery.</p> <p>Supervision: Employees in this type of role typically take responsibility for their own work and are not subject to routine supervision.</p>	Heavy Combination licence and Construction Induction Card with at least 2 years practical experience at this level, ideally within the earthmoving, mobile plant or construction industry.

Application for Approval of
Conplant Pty Ltd Enterprise Agreement 2017 - 2019

File No AG2017/2188

Undertaking given by Conplant Pty Limited

1. In relation to a part-time employee, any hours worked in excess of those agreed to be worked, shall be regarded and paid as overtime in accordance with clause 4.5.
2. Part time employees shall be engaged by the employer for a minimum period of three hours per day. Casual employees shall be engaged by the employer for a minimum period of four hours per day.
3. Where overtime is worked on a non-working day, Clause 4.5.3, the minimum overtime payment payable will be 4 hours.
4. For a Junior Apprentice Year 1, who has completed year 12, the rate of pay will be \$12.48 per hour.

Dated: 4 July 2017



Janet O'Brien
National Manager – People & Performance