



# DECISION

*Fair Work Act 2009*  
s 185—Enterprise agreement

**Matrix Composites And Engineering Ltd T/A As Above**  
(AG2024/1265)

## **MATRIX COMPOSITES & ENGINEERING LTD ENTERPRISE AGREEMENT 2024**

Manufacturing and associated industries

COMMISSIONER LIM

PERTH, 10 MAY 2024

*Application for approval of the Matrix Composites & Engineering Ltd Enterprise Agreement 2024*

[1] Matrix Composites and Engineering Ltd T/A As Above (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *name of agreement* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s 173(2) was 21 August 2023 and the Agreement was made on 10 April 2024. Accordingly, both the *genuine agreement* and the *better off overall* test requirements are those applying on and from 6 June 2023.

[3] The title of the agreement in the Notice of Employee Representational Rights differed from the title contained in clause 1 of the Agreement. Pursuant to s 188(5) of the Act, I am satisfied that the agreement would have been genuinely agreed to but for the minor technical errors made in relation to the requirements set out in s 174(1A) of the Act. I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the errors. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(5) of the Act.

[4] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] I note that the following clauses in the Agreement appear to be inconsistent with the National Employment Standards (NES):

- (a) Clause 14 (d) of the Agreement provides that to be entitled to sick leave an Employee must advise the Company as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever practicable, this should occur before the commencement of the Employee's shift, and they should indicate the duration/expected duration of the absence. This clause appears to provide a more stringent notice requirement than required by s 107(2)(a) of the Act, which provides that the notice must be given to the employer as soon as practicable (which may be a time after the leave has started).
- (b) Clause 28.3(a) of the Agreement states that if an Employee fails to give notice in accordance with clause 28.2 or otherwise fails to work out the required notice period, the relevant salary or wage in lieu of notice will be due and payable to the Company and will be set-off against any monies due to the Employee (for examples, outstanding salary and/or accrued annual leave). The effect of this clause is it appears to permit the employer to withhold monies owing to the employee under the NES (such as accrued but unused annual leave or long service leave on termination or redundancy payments). This raises the issue that clause 6.6(e) may be inconsistent with Chapter 2 Part 2.2 Division 2 of the Act.

[6] However, I am satisfied that under clause 3.4(b) of the Agreement, the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement was approved on **10 May 2024** and, in accordance with s 54, will operate from 17 May 2024. The nominal expiry date of the Agreement is 10 May 2027.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE524443 PR774347>



**MATRIX COMPOSITES & ENGINEERING LTD**  
**ENTERPRISE AGREEMENT 2024**

---

## TABLE OF CONTENTS

<b>1.</b>	<b>Title</b>	<b>1</b>
<b>2.</b>	<b>Scope and Application</b>	<b>1</b>
<b>3.</b>	<b>Definitions and Interpretation</b>	<b>1</b>
3.1	Definitions	1
3.2	Interpretation	1
3.3	Headings	2
3.4	National Employment Standards	2
<b>4.</b>	<b>Period of Operation</b>	<b>2</b>
<b>5.</b>	<b>Contract of Service</b>	<b>3</b>
5.1	Employment Categories	3
5.2	Probation	3
5.3	Duties	3
5.4	Notification of Absences	3
5.5	Location	4
5.6	Casual Conversion	4
<b>6.</b>	<b>Classifications and Rates of Pay</b>	<b>4</b>
<b>7.</b>	<b>Hours of Work</b>	<b>7</b>
<b>8.</b>	<b>Overtime</b>	<b>7</b>
<b>9.</b>	<b>Shift Work</b>	<b>7</b>
<b>10.</b>	<b>Distant Work – Onshore</b>	<b>8</b>
<b>11.</b>	<b>Distant Work – Offshore</b>	<b>8</b>
<b>12.</b>	<b>Health and Fitness</b>	<b>9</b>
<b>13.</b>	<b>Annual Leave</b>	<b>10</b>
<b>14.</b>	<b>Personal/Carer's Leave</b>	<b>11</b>
<b>15.</b>	<b>Family and Domestic Violence Leave</b>	<b>12</b>
15.1	Application	12
15.2	Definitions	12
15.3	Entitlement	13
15.4	Notice and Evidence	13
<b>16.</b>	<b>Compassionate Leave</b>	<b>13</b>
<b>17.</b>	<b>Unpaid Parental Leave</b>	<b>14</b>
<b>18.</b>	<b>Union Delegation Education</b>	<b>14</b>
<b>19.</b>	<b>Public Holidays</b>	<b>14</b>
<b>20.</b>	<b>Long Service Leave</b>	<b>14</b>
<b>21.</b>	<b>Superannuation</b>	<b>15</b>
<b>22.</b>	<b>Training</b>	<b>15</b>
<b>23.</b>	<b>Income Protection Insurance</b>	<b>15</b>
<b>24.</b>	<b>Occupational Health and Safety</b>	<b>15</b>
<b>25.</b>	<b>Protective Clothing and Equipment</b>	<b>15</b>
<b>26.</b>	<b>Licences</b>	<b>16</b>
<b>27.</b>	<b>Security</b>	<b>16</b>
<b>28.</b>	<b>Termination of Employment</b>	<b>16</b>

---

28.1	Serious Misconduct	16
28.2	Termination with Notice	16
28.3	Failure to Give Notice	17
28.4	Return of Property/Debts	17
28.5	Final Payment	17
28.6	Statement of Service	17
<b>29.</b>	<b>Individual Flexibility</b>	<b>17</b>
<b>30.</b>	<b>Consultation Regarding Workplace Changes</b>	<b>18</b>
30.1	Major Workplace Changes	18
30.2	Changes to Regular Roster or Ordinary Hours of Work	19
<b>31.</b>	<b>Redundancy</b>	<b>20</b>
<b>32.</b>	<b>Dispute Resolution Procedure</b>	<b>20</b>
	<b>Signatures</b>	<b>22</b>

---

THIS AGREEMENT is made the 16th day of April 2024

**OPERATIVE PROVISIONS:**

**1. TITLE**

This Enterprise Agreement (hereinafter referred to as the "**Agreement**") will be known as the Matrix Composites & Engineering Ltd Enterprise Agreement 2024.

**2. SCOPE AND APPLICATION**

This Agreement will apply to the Company and all Employees employed in the positions and classifications specified in clause 6.

**3. DEFINITIONS AND INTERPRETATION**

**3.1 Definitions**

In this Agreement, unless the context otherwise requires:

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

**Award** means the *Manufacturing and Associated Industries and Occupations Award 2020*.

**Business Day** means any day other than a Saturday, Sunday, public holiday, or bank holiday in the State of Western Australia.

**Company** means Matrix Composites & Engineering Ltd (ABN 54 009 435 250).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Employee** means a person employed by the Company on either a full-time, part-time, fixed-term, or casual basis as more particularly described in clause 5.1.

**Fair Work Commission** means the body continued in existence by section 575 of the Act.

**National Employment Standards** has the meaning given in section 61 of the Act.

**3.2 Interpretation**

In this Agreement, unless the context otherwise requires:

(a) a reference to any party includes that party's executors, administrators, successors, substitutes and permitted assignees, including any person taking by way of novation;

(b) a reference to this Agreement or to any other agreement, deed or document, includes respectively, this Agreement or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

(c) the singular includes the plural and vice versa;

(d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;



- 
- (e) a reference to any gender includes all genders;
  - (f) a reference to a party, clause, schedule or annexure is a reference to a party, clause, schedule or annexure to, or of, this Agreement and a reference to this Agreement includes any schedule or annexure;
  - (g) a reference to currency is a reference to the legal currency of Australia;
  - (h) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
  - (i) if any day appointed or specified by this Agreement for the payment of any money or the doing of any thing falls on a day which is not a Business Day, the day so appointed or specified is deemed to be the next Business Day;
  - (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
  - (k) where an expression is defined anywhere in this Agreement, it has the same meaning throughout.

### **3.3 Headings**

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

### **3.4 National Employment Standards**

- (a) This Agreement must be read in conjunction with the National Employment Standards.
- (b) If there is any inconsistency between this Agreement and the National Employment Standards and the National Employment Standards provides a greater benefit to an Employee, the National Employment Standards will prevail to the extent of the inconsistency.

## **4. PERIOD OF OPERATION**

- (a) This Agreement will commence on the date that is 7 days after the date on which it is approved by the Fair Work Commission.
- (b) Subject to clause 4(c), the nominal expiry date of this Agreement is 3 years after the date on which it is approved by the Fair Work Commission (**Nominal Expiry Date**).
- (c) This Agreement will continue after the Nominal Expiry Date until it is replaced or terminated.
- (d) This Agreement operates to the exclusion of any other agreement, award, or industrial instrument.

---

## 5. CONTRACT OF SERVICE

### 5.1 Employment Categories

Employees are employed in one of the following categories:

- (a) **Full-time:** Employees who work an average of 38 hours per week.
- (b) **Part-time:** Employees who work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- (c) **Fixed-term:** Employees who work for a specified period of time for a specified task or for the duration of a specified season, capped at a maximum of 2 years.
- (d) **Casual:** Employees who work on a casual basis and are paid a 20% loading in lieu of the various entitlements provided to full-time, part-time, or fixed-term Employees under this Agreement.

### 5.2 Probation

- (a) Subject to clause 5.2(b), all new Employees will be employed on a probationary period of 3 months (**Probationary Period**).
- (b) The Company may extend the Probationary Period, in its absolute discretion, by a further period of up to 3 months by giving notice in writing to an Employee to that effect.

### 5.3 Duties

- (a) The Company may vary an Employee's duties and responsibilities provided they are within the Employee's range of skills, qualifications, competence, and training.
- (b) While performing their duties and responsibilities, Employees must, at all times:
  - (i) comply with any lawful and reasonable direction given by the Company;
  - (ii) use their best endeavours;
  - (iii) devote the whole of their time and attention to their work; and
  - (iv) ensure the highest level of safe working practices are adhered to and maintained.

### 5.4 Notification of Absences

- (a) Prior to any absence from work, Employees must notify the Company as soon as possible of their inability to attend work, the estimated duration of the absence, and the reason for the absence. Whenever practicable this should occur before the commencement of the Employee's shift.
- (b) If an Employee is absent from work for more than 3 workdays and they fail to contact the Company to explain the reasons for their absence, then the Employee will be deemed to have abandoned their employment with the Company.



---

## 5.5 Location

Due to the nature of the services provided by the Company, Employees may be requested to work at a variety of locations on either a temporary or permanent basis to meet the operational needs of the Company.

## 5.6 Casual Conversion

The right of a Casual Employee to request to convert to permanent employment will be in accordance with the National Employment Standards of the Fair Work Act 2009 (Cth).

## 6. CLASSIFICATIONS AND RATES OF PAY

- (a) The classification structure and minimum adult rates of pay of Employees covered by this Agreement are as follows:

<b>Classification Structure</b>	
Level 1	Matrix Process Worker (new appointment), includes General Worker, Painter, Quality, Logistics, Yard
Level 2	Process Worker – as above (after probation)
Level 3	Level 3 (as above)
Level 4	Level 4 (as above) – includes Process Workers with Crane Operating duties
Level 5	Level 5 (as above)
Level 6	Level 6 (as above), Team Leader
Level 7	Level 7 (as above), Leading Hand up to 4 people
Level 8	Level 8 (as above), Leading Hand 5 or more people
<b>Trades</b>	[Tradespersons Electricians, Mechanical Trades, Welders, Fitters, Boilermakers, Shipwright & Boatbuilder, Carpenters]
	Trades Assistant
Maintenance Trades Grade 1	Mechanical Tradesperson
	Electrical Tradesperson
Maintenance Trades Grade 2	Mechanical Tradesperson
	Electrical Tradesperson
Maintenance Trades Grade 3	Mechanical Tradesperson
	Electrical Tradesperson
Maintenance Trades Grade 4	Mechanical Tradesperson
	Electrical Tradesperson
Maintenance Trades Grade 5	Mechanical Tradesperson
	Electrical Tradesperson
Maintenance Trades Grade 6	Mechanical Tradesperson
	Electrical Tradesperson

<i>Classification</i>	<i>Minimum Hourly Rate of Pay</i>			
	<i>Current</i>	<i>4% From 1/10/23</i>	<i>3% From 1/10/24</i>	<i>2.5% From 1/10/25</i>
Level 1	\$21.77	\$24.00 <sup>1</sup>	\$24.72	\$25.34
Level 2	\$26.13	\$27.18	\$27.99	\$28.69
Level 3	\$28.74	\$29.89	\$30.79	\$31.56
Level 4	\$30.04	\$31.24	\$32.18	\$32.98
Level 5	\$32.65	\$33.96	\$34.97	\$35.85
Level 6	\$33.93	\$35.29	\$36.35	\$37.25
Level 7	\$35.26	\$36.67	\$37.77	\$38.71
Level 8	\$36.77	\$38.24	\$39.39	\$40.37
<b>TRADES PERSONNEL</b>				
Trades Assistant	\$32.65	\$33.96	\$34.97	\$35.85
<u>Maintenance Trades Grade 1</u>				
Mechanical Tradesperson	\$40.56	\$42.18	\$43.45	\$44.53
Electrical Tradesperson	\$41.58	\$43.24	\$44.54	\$45.65
<u>Maintenance Trades Grade 2</u>				
Mechanical Tradesperson	\$42.69	\$44.40	\$45.73	\$46.87
Electrical Tradesperson	\$43.76	\$45.51	\$46.88	\$48.05
<u>Maintenance Trades Grade 3</u>				
Mechanical Tradesperson	\$44.94	\$46.67	\$48.14	\$49.34
Electrical Tradesperson	\$46.07	\$47.91	\$49.35	\$50.58
<u>Maintenance Trades Grade 4</u>				
Mechanical Tradesperson	\$47.31	\$49.20	\$50.68	\$51.95
Electrical Tradesperson	\$48.50	\$50.44	\$51.95	\$53.25
<u>Maintenance Trades Grade 5</u>				
Mechanical Tradesperson	\$49.80	\$51.79	\$53.35	\$54.68
Electrical Tradesperson	\$51.04	\$53.08	\$54.67	\$56.04

<sup>1</sup> For clarity, the increase for level 1 will be in excess of 4% for the pay increment from 1 October 2023.

Maintenance Trades Grade 6				
Mechanical Tradesperson	\$52.53	\$54.63	\$56.27	\$57.68
Electrical Tradesperson	\$53.80	\$55.95	\$57.63	\$59.07

- (b) The above tables set out minimum rates of pay only. The Company may, at its sole discretion, elect to pay Employees a higher rate on an individual basis.
- (c) Any decisions of the Fair Work Commission Minimum Wage Panel or other safety net increases will be offset and absorbed by any increases implemented by the Company.
- (d) The minimum ordinary hourly rate for an apprentice will be calculated as a percentage of the base tradespersons rate in accordance with the table below:

4 Year Term	3.5 Year Term	3 Year Term	Percentage
First year	First six months		42%
Second year	Next year	First year	55%
Third year	Next year	Second year	75%
Fourth year	Final Year	Third year	88%

- (e) The minimum rate of pay for an adult apprentice over the age of 21 years will be 75% of the tradespersons rate / paid at the third-year rate for a 4-year term.
- (f) Employees engaged under a registered traineeship, full-time or part-time, will be paid in accordance with the schedule below:
  - (i) AQF Certificate Level I – III
    - 1 – 3 years out of school will be paid at Level 1, as per clause 6(a).
    - 3 years or more out of school will be paid at Level 2, as per clause 6(a).
  - (ii) AQF Certificate Level IV
    - Will be paid at Level 2, as per clause 6(a).
- (g) Where the terms and conditions of this Agreement conflict with other terms and conditions of the Award dealing with traineeships, and the Agreement is a lesser term or condition, the term or condition of the Award will prevail.



---

## **7. HOURS OF WORK**

- (a) The ordinary hours of work per week for full-time Employees will average 38 over a period of up to 26 weeks. Ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- (b) In addition to ordinary hours, Employees may be required to work reasonable additional hours to meet the operational needs of the Company. For the purposes of this clause 7(b), the words 'reasonable additional hours' are interchangeable with the term 'overtime' as used in clause 8.
- (c) Employees are entitled to an unpaid 30-minute meal break to be taken either approximately in the middle of their shift or after not more than 6 hours of work, except where otherwise agreed between an Employee and the Company.
- (d) The Company may stagger the time of taking meal and rest breaks to meet the operational needs of the Company.
- (e) Employees working Monday to Friday will be entitled to one rest period of 15 minutes.

## **8. OVERTIME**

- (a) Employees may be required to work a reasonable amount of overtime if deemed necessary by the Company or whenever an emergency requires overtime.
- (b) All overtime must be approved by the Company in writing.
- (c) Subject to this clause 8, Employees who work overtime:
  - (i) beyond the ordinary working hours on any day, Monday to Friday and on Saturday before 12:00pm (noon), will be paid 150% of the ordinary hourly rate for the first 2 hours and 200% of the ordinary hourly rate thereafter;
  - (ii) on Saturday after 12:00pm (noon) and on Sunday will be paid 200% of the ordinary hourly rate; and
  - (iii) on public holidays will be paid 250% of the ordinary hourly rate.
- (d) An Employee who is recalled to work overtime after completing their shift, whether notified before or after leaving, will be paid for a minimum of 4 hours work at the rate of time and a half for the first 2 hours and double time thereafter.

## **9. SHIFT WORK**

- (a) Employees may be required to work either a day, afternoon, or night shift.
- (b) Employees may be rotated from day to afternoon, or to night shift and vice versa to meet the operational needs of the Company.
- (c) Afternoon shift means any shift where the ordinary hours finish after 6:00pm and at or before 12:00am (midnight); and night shift means any shift where the ordinary hours finish after 12:00am (midnight) and at or before 8:00am. Where an employee

---

works overtime on any day, the overtime hours will not be taken into account as to whether any shift allowance is payable under this clause.

- (d) Employees who are rostered to work on afternoon or night shift are currently paid 15% and 30% shift loading respectively calculated on the Employee's base rate of pay for ordinary hours worked.
- (e) Where shifts fall partly on a Sunday or public holiday, the day which has the majority of the hours will be regarded as the day on which the shift is worked.
- (f) The shift allowances specified in clause 9(d) will be adjusted as follows:
  - (i) Afternoon shift: 15% continues throughout the term of this Agreement; and
  - (ii) Night shift: 30% continues throughout the term of this Agreement;

#### **10. DISTANT WORK – ONSHORE**

- (a) Where an Employee is assigned to work outside the Perth metropolitan area on a site/project, all reasonable travel expenses to and from Perth or other agreed point of hire and the site/project will be paid by the Company.
- (b) Travel to and from the site/project will be paid at the Employee's base ordinary rate of pay.
- (c) Where an Employee is directed by the Company to proceed to work at such a distance that they cannot return home each night, then the Company will:
  - (i) provide the Employee with suitable board and lodging; or
  - (ii) pay the Employee a living away from home allowance.
- (d) On specific projects the Company may offer to pay a rate loading to an Employee, the quantum and structure of which must be agreed by the Employee prior to deployment.
- (e) A meal allowance of \$105 per day will be paid for onshore work only for every day including travel days. Meal allowances will not be paid if meals are supplied. An Employee working onshore who is required to work a 12-hour shift or greater without 24 hours' notice will be entitled to a \$15 meal allowance (subject to annual quantum wage increase) payable in advance out of petty cash or reimbursable by the Company upon production of a valid receipt.

#### **11. DISTANT WORK – OFFSHORE**

- (a) Employees will be paid 12 hours per day for every day of deployment including travelling days.
- (b) The hourly rate of pay for Employees while employed on offshore work will be set at the ordinary hourly rate for the first 7.6 hours, 150% of the ordinary hourly rate for the next 2 hours (after 7.6 hours), 200% of the ordinary hourly rate for the next 2.4 hours (after 10 hours), plus 35% on all hours worked.

- 
- (c) The equivalent of one hour at the ordinary hourly rate will be paid for each day worked offshore, which will be used for paid time off upon return from the offshore deployment.
  - (d) Weekends and public holidays will be treated on the same basis with no extra payments applying.
  - (e) Superannuation payments will be made on standard ordinary 7.6 hours worked per day, equivalent to 38 hours per week.
  - (f) The Company will pay or reimburse all reasonable travel costs properly incurred by an Employee in connection with their employment upon production of a valid receipt.
  - (g) Travelling time payments are limited to a maximum of one day for each direction of travel. The Company will use its best endeavours to minimise travelling time wherever possible.
  - (h) On specific sites where terms and conditions have been established for the specific nature of work to be carried out, the Company may agree to pay a set daily site allowance to the Employee. The quantum and structure of this allowance must be agreed prior to deployment.

## **12. HEALTH AND FITNESS**

- (a) Employees under the influence of alcohol and/or drugs are not considered fit to perform assigned duties.
- (b) It is the Employee's responsibility to report for work in a condition that will enable them to safely perform all assigned duties. If an Employee believes that their ability to work is impaired or is likely to cause an unsafe working environment, the onus is on the Employee to report this to an appropriate representative/supervisor of the Company on arrival at work and prior to commencing any work. Employees must advise the Company as soon as practical if they are taking prescription medicines that may affect their work performance.
- (c) To ensure that Employees are medically fit to carry out their duties in a satisfactory and safe manner, they may be required to undertake drug and alcohol testing for cause and/or randomly from time to time. If a positive reading is obtained, or an Employee refuses or fails to undertake the required test, they will be stood down without pay until such time that they are in a fit state to resume duties.
- (d) Employees that work on client sites will also be required to participate in:
  - (i) any pre-deployment to site drug and alcohol screening/testing process;
  - (ii) any on site random drug and alcohol screening/testing process; and
  - (iii) any mandatory post incident drug and alcohol screening/testing process, conducted by either the Company or the client.



---

### 13. ANNUAL LEAVE

- (a) Employees are entitled to annual leave in accordance with the National Employment Standards.
- (b) Without limiting clause 13(a), the following rules will apply:
  - (i) Full-time Employees accrue 4 weeks annual leave after 12 months of completed service. Shift workers accrue 5 weeks annual leave. For the purposes of this clause a "shift worker" is defined as a 7-day shift worker who is regularly rostered to work on Sundays and public holidays.
  - (ii) Part-time Employees accrue leave on a pro-rata basis.
  - (iii) Annual leave accrues progressively during a year of service but does not accrue during any period of unpaid or unauthorised leave (other than community service leave or period of stand down).
  - (iv) Annual leave is paid at the Employee's ordinary rate of pay.
  - (v) An Employee proceeding on annual leave will receive a loading of 17.5% on annual leave pay, which is in lieu of any applicable shift loading.
  - (vi) Where an Employee is entitled to a public holiday or other period of leave under the National Employment Standards (other than unpaid parental leave) which falls during a period of annual leave, then that day (or part day) will not be considered to be part of the period of annual leave.
  - (vii) Leave must be applied for online via the Company payroll software and approved by the Company. Employees must provide at least 2 weeks' notice for leave requests. Authorisation is subject to the operational needs of the Company.
  - (viii) Any unused leave in one year is carried over to the next year and any unused accrued leave is paid out on termination. At termination the leave loading will also be payable on unused leave that has been accrued during the employment.
  - (ix) Where the Company decides to shut down all or part of its business for a limited period, Employees may be directed to take accrued annual leave subject to the Company giving not less than 2 months' notice in writing. If Employees do not have sufficient accrued annual leave for the period of temporary shutdown, they will be entitled to take unpaid leave.
  - (x) The Company may direct an Employee to take annual leave if they have 8 or more weeks of accrued annual leave provided that the Employee will not be directed to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given per clause 34.10(b)(iii) of the Award.

---

#### 14. PERSONAL/CARER'S LEAVE

- (a) Employees are entitled to personal/carer's leave in accordance with the National Employment Standards.
- (b) Without limiting clause 14(a), the following rules will apply:
  - (i) Full-time Employees accrue 10 days personal/carer's leave each year.
  - (ii) Part-time Employees accrue personal/carer's leave on a pro-rata basis.
  - (iii) Personal/carer's leave accrues progressively during a year of service but does not accrue during any period of unpaid or unauthorised leave (other than community service leave or a period of stand down).
  - (iv) Paid personal/carer's leave is cumulative (ie, unused leave accumulates from year to year) provided that Employees are only entitled to take such leave which has been credited to them. Where Employees are entitled to paid personal/carer's leave they will be paid the ordinary hours that they would have worked during that period. Unused accrued personal/carer's leave is not paid out on termination.
  - (v) This clause 14 will not operate to the extent that an Employee is receiving worker's compensation.
- (c) If an Employee is unable to attend or remain at work during the ordinary hours of work for reasons of personal ill health or injury, they are entitled to payment during such absences in accordance with this clause 14. Paid sick leave will be deducted from an Employee's accrued entitlement to personal/carer's leave.
- (d) To be entitled to sick leave an Employee must advise the Company as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever practicable this should occur before the commencement of the Employee's shift, and they should indicate the duration/expected duration of the absence.
- (e) An Employee may be required to provide a medical certificate indicating that they are unfit to attend work due to illness or injury after absences of 2 days or more on 2 separate occasions in any year. If it is not reasonably practicable to obtain a medical certificate, a statutory declaration which includes a statement that they are unfit to attend work due to illness or injury must be provided by the Employee to the Company as soon as reasonably practicable.
- (f) Carer's leave is paid or unpaid leave taken to provide care and support to a member of an Employee's immediate family or household because of:
  - (i) personal illness or injury of the member; or
  - (ii) an unexpected emergency affecting the member.
- (g) Paid carer's leave is deducted from an Employee's accrued personal/carer's leave.

- 
- (h) Employees are entitled to a period of up to 2 days unpaid carer's leave per occasion specified. Such unpaid leave must be taken as a single unbroken period unless otherwise agreed between the Employee and the Company. Full-time, part-time, and fixed-term Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
  - (i) To be entitled to carer's leave (either paid or unpaid) an Employee must advise the Company as soon as reasonably practicable of their inability to attend work in order to provide care and support. Whenever practicable this should occur before the commencement of the Employee's shift, and they should indicate the duration (or expected duration) of their absence.
  - (j) For all absences the following must be provided:
    - (i) in the case of illness or injury of an immediate family member or member of an Employee's household:
      - (A) a medical certificate indicating that an immediate family member or household member has, had, or will have a personal illness or injury during a period of the leave; or
      - (B) a statutory declaration which includes a statement that the leave is required to provide care or support to an immediate family member or household member because of personal illness or injury; and
    - (ii) in the case of an unexpected emergency, a statutory declaration which includes a statement that the leave is required to provide care or support to a member of the immediate family or household because of an unexpected emergency affecting that person.
  - (k) The Company may require proof to satisfy a reasonable person of the relationship between the Employee and the person the Employee is taking carer's leave to provide care and support to.
  - (l) Except for unpaid carer's leave, this clause 14 does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements specified.

## **15. FAMILY AND DOMESTIC VIOLENCE LEAVE**

### **15.1 Application**

This clause 15 applies to all Employees, including casuals.

### **15.2 Definitions**

In this clause 15:

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

**family member**, in relation to an Employee, means:



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

### **15.3 Entitlement**

- (a) An Employee is entitled to 10 days paid leave each year to deal with family and domestic violence if the Employee:
  - (i) is experiencing family and domestic violence; and
  - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (b) Leave under this clause 15 is available in full at the start of each 12-month period of the Employee's employment. The leave does not accumulate from year to year and the time an Employee is on paid leave to deal with family and domestic violence does not break the Employee's continuity of service with the Company.

### **15.4 Notice and Evidence**

- (a) An Employee must give notice of taking leave under this clause 15 as soon as reasonably practicable and must advise the Company of the period, or expected period, of the leave.
- (b) An Employee who has given notice of taking leave under this clause 15 must, if required by the Company, provide satisfactory evidence that would satisfy a reasonable person that the leave is taken for the purpose required.

## **16. COMPASSIONATE LEAVE**

- (a) Employees are entitled to 2 days compassionate leave per occasion in accordance with the National Employment Standards where a member of their immediate family or household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life or dies.
- (b) Compassionate leave is payable at the Employee's base rate of pay for the ordinary hours the Employee would have worked had they not taken leave.
- (c) To be entitled to compassionate leave an Employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury, or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person he/she is taking compassionate leave for.
- (d) Employees are entitled to Community Service Leave in line with the National Employment Standards.

---

## **17. UNPAID PARENTAL LEAVE**

After 12 months of continuous service with the Company, full-time, part-time, and eligible casual Employees are entitled to unpaid parental leave following the birth or adoption of a child in accordance with the National Employment Standards.

## **18. UNION DELEGATION EDUCATION**

The Company will provide, to 2 full-time Employees who are union delegates, up to 4 days paid time off per calendar year to attend accredited union education. This paid time off is non-accumulative and cannot be used for any other purpose. The Employees will be required to provide satisfactory evidence that the leave is taken for the purposes required.

## **19. PUBLIC HOLIDAYS**

- (a) The following days will be observed as public holidays:
  - (i) New Year's Day (1 January);
  - (ii) Australia Day (26 January);
  - (iii) Labour Day;
  - (iv) Good Friday;
  - (v) Easter Monday;
  - (vi) Anzac Day (25 April);
  - (vii) Western Australia Day;
  - (viii) Sovereign's Birthday (provided that where another day is declared a public holiday in the district or locality Employees are primarily based to work, then that day will be observed in lieu);
  - (ix) Christmas Day (25 December);
  - (x) Boxing Day (26 December); and
  - (xi) any other day (or part-day) declared or prescribed as a public holiday by or under any applicable law.
- (b) Except for casual Employees, if an Employee is not required to work on a day that they are normally rostered to work because it is a public holiday, they will be paid for the ordinary hours they would normally work on that day, excluding shift loading.
- (c) Where an Employee is required to work on a public holiday, they will be paid 250% of their ordinary hourly rate for each hour worked on that day.

## **20. LONG SERVICE LEAVE**

The *Long Service Leave Act 1958 (WA)* will apply to long service leave entitlements under this Agreement.

---

## **21. SUPERANNUATION**

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If an Employee does not choose a superannuation fund, the current default fund for the Company will be Australian Super.
- (c) The rights and obligations in this clause supplement those in superannuation legislation.

## **22. TRAINING**

- (a) From time to time, the Company may direct or authorise an Employee to attend training in respect of any aspect of his or her employment, whether conducted by the Company or an external provider.
- (b) The Company will pay the Employee for time spent in respect of such training under subclause (a) in line with the rates in pay in clause 6 above and under this Agreement generally.

## **23. INCOME PROTECTION INSURANCE**

If an Employee wishes to take out an income protection insurance policy, the Company agrees to facilitate the administration of such policy on behalf of the Employee including, but not limited to, deducting amounts authorised in writing by the Employee and transferring those payments to an insurance provider nominated by the Employee.

## **24. OCCUPATIONAL HEALTH AND SAFETY**

- (a) Employees must adhere to all relevant occupational health and safety rules and procedures at all times including, but not limited to, the correct use of safety and/or protective clothing provided by the Company.
- (b) Employees must report all hazards, concerns, incidents, and accidents to the Company as soon as possible.

## **25. PROTECTIVE CLOTHING AND EQUIPMENT**

- (a) The Company will provide all required corporate clothing and personal protective equipment (PPE) at no cost to the Employee.
- (b) Employees will be required to comply with any dress standards or directives issued by the Company in relation to the nature and type of corporate clothing and/or PPE to be worn on shift.
- (c) Employees are required to maintain the corporate clothing and PPE and are also responsible for its safe keeping. Corporate clothing and PPE remain the property



---

of the Company and must be returned if the Employee's employment is terminated for any reason. The Company will issue replacement items of corporate clothing and PPE as a result of reasonable use and wear however any unreasonable loss or damage will be recovered by payroll deduction from the relevant Employee.

- (d) Employees may have contact with members of the public in the course of carrying out their duties. Accordingly, they must be of a neat and tidy appearance when they present for work and must ensure that they maintain a neat appearance during the day. Employees will be required to comply with dress standards or directives issued by the Company in relation to the nature and type of clothing to be worn on shift.

## **26. LICENCES**

- (a) If an Employee is required to hold a specific licence, registration or permit as part of their employment with the Company, then the Employee must ensure the licence, registration, or permit (as the case may be) is maintained.
- (b) If any such licence, registration, or permit is suspended or cancelled, the Employee must immediately inform the Company of that fact. A failure to maintain the required licence, registration, or permit may result in termination of employment.

## **27. SECURITY**

Employees may be required, upon request from the Company or the Company's representative, to present for inspection any bags, containers, vehicles, or other personal property brought onto, or to be removed from, the Company property.

## **28. TERMINATION OF EMPLOYMENT**

### **28.1 Serious Misconduct**

The Company may terminate the Employee's employment without notice if, in the reasonable opinion of the Company, the Employee commits serious misconduct. For the purposes of this clause 28.1, "serious misconduct" has the meaning prescribed by Regulation 1.07 of the *Fair Work Regulations 2009* (Cth).

### **28.2 Termination with Notice**

- (a) Without limiting clause 28.1, either the Company or an Employee may terminate the Employee's employment by giving notice (or payment in lieu of notice) in accordance with the following prescribed periods:

<b>Employee's period of continuous employment</b>	<b>Period of notice</b>
Casual Employees	1 day
Not more than one year	1 week
More than one year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 
- (b) The period of notice specified in clause 28.2(b) is increased by one week if the Employee is over 45 years of age and has completed at least 2 year's continuous service with the Company. For the avoidance of doubt, the Employee will not be required to give additional notice because of their age.
  - (c) For fixed-term Employees, their contract of employment with the Company will automatically terminate upon expiration of the relevant fixed-term. For the avoidance of doubt, a fixed-term contract of employment may also be terminated in accordance with clause 28.1 or this clause 28.2.
  - (d) If the Company terminates an Employee's employment under this clause 28.2, the Employee is entitled to up to one day's time off without loss of pay for the purposes of seeking other employment. The time off must be taken at a time that is convenient to the Company after consultation with the Company.

### **28.3 Failure to Give Notice**

- (a) If an Employee fails to give notice in accordance with clause 28.2 or otherwise fails to work out the required notice period, the relevant salary or wage in lieu of notice will be due and payable to the Company and will be set-off against any monies due to the Employee (for example, outstanding salary and/or accrued annual leave). Notice may be provided by giving a part period of notice and part payment in lieu.
- (b) Clause 28.3(a) does not limit the Company and an Employee mutually agreeing to a greater or lesser period of notice provided that such agreement is in writing.

### **28.4 Return of Property/Debts**

- (a) Upon termination of employment all property belonging to the Company must be returned to the Company (for example, books, documents, papers, materials, credit cards or any other property of or relating to the Company which may be in the Employee's possession or under their control).
- (b) All monies/debts that may be owing to the Company by the Employee will be set-off against any amounts payable to the Employee by the Company provided that any such set-off must be consistent with section 324 of the Act.

### **28.5 Final Payment**

The final payment due to an Employee in respect of salary, allowances and/or accrued leave will be paid in the Employee's normal pay period and in any event no later than one Business Day after the Employee's last day of work.

### **28.6 Statement of Service**

Upon request, the Company will provide an Employee who has ceased employment with the Company with a written statement of service specifying the period of employment and classification and/or details of the type of work performed by the relevant Employee.

## **29. INDIVIDUAL FLEXIBILITY**

- (a) Despite any other term of this Agreement, the Company and an Employee may agree to vary the application of certain terms relating to hours of work, overtime,



---

penalty rates, and time off in lieu for the purposes of meeting the genuine individual needs of the Employee.

- (b) Any agreement under clause 29(a) must be genuinely agreed by the Employee and must be in writing signed by the Company and the Employee (including the Employee's parent or guardian where the Employee is under 18 years of age). A copy of the relevant agreement must be given to the Employee within 14 days.
- (c) The Company must ensure that the terms of any agreement under clause 29(a):
  - (i) relate to permitted matters under section 172 of the Act;
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the Employee being better off overall than they would have been had no such agreement been made.
- (d) An agreement under clause 29(a) may be terminated:
  - (i) by the Employee or the Company giving 28 days' notice of termination in writing to the other party; or
  - (ii) at any time by written agreement between the Employee and the Company.

### **30. CONSULTATION REGARDING WORKPLACE CHANGES**

#### **30.1 Major Workplace Changes**

- (a) If the Company decides to introduce a major change in production, program, organisation, structure, or technology that is likely to have a significant effect on Employees covered by this Agreement, the Company will give at least 2 weeks' notice to all Employees who may be affected by the proposed change.
- (b) For the purposes of this clause 30.1, the term "significant effect" includes:
  - (i) termination of employment;
  - (ii) major changes in the composition, operation or size of the Company's workforce or in the skills required;
  - (iii) the elimination or diminution of job opportunities, promotion opportunities, or job tenure;
  - (iv) the alteration of hours of work;
  - (v) the need for retraining; or
  - (vi) the transfer of Employees to other work or locations; and
  - (vii) the restructuring of jobs,

provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have a significant effect.

- 
- (c) At any time after notice is given to affected Employees under clause 30.1(a), an Employee may appoint a representative of their choice in writing. The Company is not obliged to consult with, or provide information to, the representative until notice of their appointment is given to the Company.
  - (d) The Company will discuss with the affected Employees and their representatives (if appointed) the introduction of the major changes, the effects that the changes are likely to have on Employees, and any measures the Company proposes to avert or mitigate any adverse effects of such changes on Employees.
  - (e) The Company will give prompt consideration to matters raised by the Employees and/or their representatives in relation to the major changes.
  - (f) Subject to clause 30.1(g), as part of the discussions the Company will provide in writing to the affected Employees and their representatives all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees.
  - (g) The Company is not required to disclose confidential or commercially sensitive information to affected Employees.

#### **30.2 Changes to Regular Roster or Ordinary Hours of Work**

- (a) If the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Company will notify the relevant Employees of the proposed change in writing.
- (b) Subject to clause 30.2(c), the Company will discuss with the affected Employees the introduction of the change, all relevant information about the change, including the nature of the change, information about what the Company reasonably believes will be the effects of the change on the Employees, and information about any other matters the Company reasonably believes are likely to affect the Employees.
- (c) The Company is not required to disclose confidential or commercially sensitive information to affected Employees.
- (d) The discussions will commence as soon as practicable after proposing to introduce the change and Employees will be invited to give their views about the impact of the change.
- (e) The Company will give prompt and genuine consideration to matters raised about the change by the affected Employees.
- (f) Temporary changes to an Employee's roster will be made by mutual agreement.
- (g) The Company will give at least 2 weeks' notice for permanent changes to an Employee's roster.

- 
- (h) At any time after notice is given to affected Employees under clause 30.2(g), an Employee may appoint a representative of their choice in writing. The Company is not obliged to consult with, or provide information to, the representative until notice of their appointment is given to the Company.

### **31. REDUNDANCY**

- (a) Redundancy entitlements will be determined in accordance with the National Employment Standards. Subject to any exclusions expressly set out in the National Employment Standards, eligible Employees will be entitled to severance pay in accordance with the table below:

Employee's period of continuous employment	Severance pay
At least one year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- (b) For the purposes of clause 31(a), severance pay will be calculated by reference to the Employee's ordinary hourly rate multiplied by 38 and will not include loadings or penalties.

### **32. DISPUTE RESOLUTION PROCEDURE**

- (a) This clause 32 applies to any dispute between the Company and an Employee covered by this Agreement in relation to any matter arising under this Agreement or in relation to the National Employment Standards (hereinafter referred to as a "**Dispute**").
- (b) If a Dispute arises:
- (i) in the first instance, the relevant Employee and/or a duly nominated representative of their choice will refer the Dispute to the Employee's immediate supervisor who will endeavour to resolve the Dispute;
  - (ii) if the Dispute is not resolved, the relevant Employee and/or a duly nominated representative of their choice will refer the Dispute to a designated manager of the Company who will endeavour to resolve the Dispute;




- 
- (iii) if the Dispute remains unresolved, the relevant Employee and/or a duly nominated representative of their choice will document a written statement of the Dispute and the Company will document a written response;
  - (iv) if the Dispute remains unresolved, a party to this Agreement may refer the Dispute to an independent third party (agreed by both parties) for mediation or conciliation. If the parties to the Dispute do not agree on the appointment of a third party for mediation or conciliation, then either party may refer the Dispute to the Fair Work Commission for mediation or conciliation;
  - (v) if the Dispute remains unresolved, then either party may request that it be dealt with by arbitration; and
  - (vi) in any event, the resolution of the Dispute must comply with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry.
- (c) For the avoidance of doubt:
- (i) all parties covered under this Agreement will have the right to appoint another person or organisation to represent or assist them in resolving a Dispute;
  - (ii) reasonable time limits will be allowed for each stage of the Dispute resolution procedure under this clause 32;
  - (iii) each stage of the Dispute resolution procedure under this clause 32 must be completed before proceeding to the next stage; and
  - (iv) at all times while a Dispute is subject to the resolution procedures under this clause 32 normal work will continue without interruption whether from stoppages, bans or any other form of limitation.



---

## SIGNATURES

Signed for and on behalf of the  
Company by:

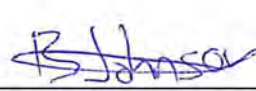
)  
)  
)   
(Signature)

Mairead Freeburn  
(Full Name of person authorised to sign)

HR Manager  
(Position and authority to sign)

150 Quill Way Henderson 6166  
(Address)

Signed for and on behalf of the  
Employees by:

)  
)  
)   
(Signature)

BRETT JOHNSON  
(Full Name of person authorised to sign)

YARD TEAM LEADER  
(Position and authority to sign)

150 QUILL WAY HENDERSON 6166  
(Address)