



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Pybar Mining Services Pty Ltd**  
(AG2014/9291)

### **PYBAR MINING SERVICES PTY LTD EMPLOYEE AGREEMENT 2014**

Mining industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 12 NOVEMBER 2014

*Application for approval of the Pybar Mining Services Pty Ltd Employee Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Pybar Mining Services Pty Ltd Employee Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.


[2] Clause 7 of the Agreement (Consultation on Major Workplace Change) does not fully meet the requirements of ss.205(1) and 205(1A) of the Act. Pursuant to s.205(2), the model consultation term is taken to be a term of the Agreement. A copy of the model term is attached at Annexure A.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Australian Workers' Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved. In accordance with s.54(1) it will operate from 19 November 2014. The nominal expiry date of the Agreement is 19 November 2018.



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## Annexure A

### Schedule 2.3 Model consultation term

(regulation 2.09)

#### Model consultation term

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:  
**relevant employees** means the employees who may be affected by a change referred to in subclause (1).

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



**PYBAR MINING SERVICES Pty  
Ltd  
EMPLOYEE AGREEMENT 2014**

1. TITLE .....	3
2. COMMENCEMENT AND DURATION .....	3
3. PARTIES TO THE AGREEMENT .....	3
4. APPLICATION AND SCOPE .....	3
5. INTERACTION WITH AWARD AND THE NES .....	3
6. INDIVIDUAL FLEXIBILITY AGREEMENTS .....	4
7. CONSULTATION ON MAJOR WORKPLACE CHANGE .....	5
8. DISPUTE RESOLUTION .....	6
9. EMPLOYMENT OBLIGATIONS .....	7
10. PERFORMANCE OF DUTIES .....	8
11. TYPES OF EMPLOYMENT .....	9
12. PROBATIONARY PERIOD .....	10
13. TERMINATION OF EMPLOYMENT .....	10
14. HOURS OF WORK .....	13
15. LEAVE ARRANGEMENTS .....	14
16. SUPERANNUATION .....	17
17. PAYMENT OF WAGES .....	17
18. MOTOR VEHICLE LICENCES .....	17
19. PRODUCTIVITY PAYMENT .....	18
20. CONFIDENTIALITY .....	18
21. FITNESS FOR WORK PROCEDURE .....	18
22. CLOTHING, FOOTWEAR AND PPE .....	18
SIGNATORIES .....	20
SCHEDULE A: CLASSIFICATIONS & RATES OF PAY .....	21
SCHEDULE B: DEFINITIONS .....	27

## **1. TITLE**

This Agreement shall be known as the Pybar Mining Services Pty Ltd Employee Agreement 2014 ("Agreement").

## **2. COMMENCEMENT AND DURATION**

2.1. This Agreement will commence operation on the seventh day after the Agreement is approved by the Fair Work Commission ("FWC") in accordance with the *Fair Work Act 2009* (Cth) ("Act"). The Agreement has a nominal expiry date of four years from that date.

2.2. It is agreed that after the nominal expiry date of this Agreement, its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Act.

## **3. PARTIES TO THE AGREEMENT**

3.1. The parties to this Agreement are Pybar Mining Services Pty Ltd (ABN96 060 589 433) ["Company" or "Employer"] and all Employees employed by the Company within the application and scope of this Agreement and engaged in the classifications set out in Schedule A of this Agreement ["Employee(s)"].

## **4. APPLICATION AND SCOPE**

4.1. This Agreement applies to those Employees of the Company employed to work in the classifications specified in Schedule A of this Agreement at any Site in each State and Territory of Australia operated by the Company, or any Site in each State and Territory of Australia where the Company has been engaged to provide services covered by classifications contained in this Agreement.

### **4.2. Offer of Employment**

The position, terms and conditions of employment, (including whether an Employee is engaged on a permanent, part time, casual or fixed term or fixed task basis) will be provided to Employees in a letter of offer forming part of the Contract of Employment.

4.3. This Agreement shall not apply to Employees permanently appointed to management, administrative, clerical and/or contract and consultancy positions at any Site.

## **5. INTERACTION WITH AWARD AND THE NATIONAL EMPLOYMENT STANDARDS**

5.1. This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, this Agreement represents a complete statement of the mutual rights and obligations between the Company and Employees to the exclusion (to the extent permitted by law) of other awards, agreements, custom and practice and like instruments or arrangements.

Except as specifically provided, the terms of this Agreement shall operate to the exclusion of any modern award that would otherwise operate to regulate wage rates and conditions of employment covered by this Agreement.

The National Employment Standards ("NES") applies at all times to the Employees covered by this Agreement. Where the Standard is varied to provide a benefit higher than that contained in

this Agreement, the lower benefit contained in this Agreement shall be null and void and the benefit contained in the NES shall apply.

The parties to this Agreement do not intend (either recklessly or otherwise) to incorporate any terms which are deemed unlawful under the Act.

In the event that unlawful terms have been included in this Agreement the parties agree that the affected provisions are void and should be severed from this Agreement.

## **6. INDIVIDUAL FLEXIBILITY AGREEMENTS**

6.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the arrangement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

6.2. The Employer must ensure that the terms of the individual flexibility arrangement:

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

6.3. The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

6.5. The Employer or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing at any time.

## **7. CONSULTATION ON MAJOR WORKPLACE CHANGE**

7.1. This term applies if:

(a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

(b) the change is likely to have a significant effect on Employees of the enterprise.

7.2. The Employer must notify the relevant Employees of the decision to introduce the major change.

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

7.4. If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

(a) discuss with the relevant Employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion provide, in writing, to the relevant Employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees.



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

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

7.8. If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub clauses (2), (3) and (5) are taken not to apply.

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

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

7.10. In this term, relevant Employees means the Employees who may be affected by the major change.

## **8. DISPUTE RESOLUTION**

8.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute. The parties to this Agreement acknowledge that problems may arise from time to time and that it is necessary to resolve these matters promptly and are committed to resolving grievances without any stoppages of work, ban or any limitation on the performance of work unless the circumstances pose an immediate threat to the Employee(s) health or safety.

8.2. In the event of an Employee having any difficulties or concerns the Employee should raise the matter with their immediate supervisor who will make every effort to resolve the matter.

8.3. If the matter cannot be resolved it will be referred to the Site's project manager.

8.4. If the matter cannot be resolved by the Site's project manager the Employee should refer the matter directly to a Senior Manager of the Company who will discuss and attempt to mediate the matter.

8.5. At any stage in the process the Employee may nominate a third party to represent the Employee.

8.6. Where a matter cannot be resolved in accordance with clauses 8.1 to 8.5 above, nothing shall prevent either party from referring the matter to the FWC for conciliation and/or mediation. The parties will allow the FWC to assist the parties through conciliation and/or mediation first before referring a matter to arbitration.

8.7. While the dispute resolution procedure is being conducted, work will continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a lawful direction by the Employer to perform other available work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

8.8. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause. Notwithstanding this clause 8.8 either party has a right to appeal a decision made by the FWC.

## **9. EMPLOYMENT OBLIGATIONS**

### **9.1. Workplace Safety, Quality and Environment:**

The primary objective of the Company is to provide safe, efficient and highly productive labour to its Clients and comply with all applicable health, safety, environmental and legislative requirements and conditions set by its Clients. The performance of every Employee is critical to achieving the Company's objectives and the Employee agrees to actively co-operate with Client's management and supervision to achieve high levels of safety, productivity and cost efficient operations.

### **9.2. Performance and Flexibility:**

- (a) All Employees will work to the best of their ability and will perform such work as reasonably required by the Company within the bounds of the practical competence, training and safety of the Employee.
- (b) The Company will require flexibility of Employees with respect to work practices and work patterns including:
  - (i) acquiring knowledge and skills to operate and maintain the plant, vehicles and equipment proficiently and safely;
  - (ii) undertaking work and duties as directed by the Company and consistent with 9.1 above;
  - (iii) working a reasonable amount of overtime in addition to the Employee's normal rostered hours having regard to section 62(3) of the FW Act;
  - (iv) varying working hours and rosters from time to time. The Company will consult employees about a change to their regular roster or ordinary hours of work and allows for the representation of those Employees for the purposes of that consultation. The Company will provide information to the employees about the change and invite Employees to give their views about the impact of the change, including any impact in relation to their family or caring

- responsibilities, and consider any views about the impact of the changes that are given by the Employees.
- (v) working at any work Site where the Company undertakes work upon reasonable notice; and
  - (vi) complying with any Site specific policies, procedures, instructions or conditions that are provided by the Company's Clients or statutory authorities.
- (c) All Employees shall comply with any Site rules, regulations and Company policies or procedures which are established from time to time to ensure safe, efficient and cost-effective operations are achieved. This requirement includes observance of all Company and relevant Client policies and procedures. Notwithstanding this obligation, the Company's policies and procedures do not form part of this Agreement, nor the terms and conditions of an Employee's Contract of Employment, and are subject to review and/or amendment.
- (d) Employees must diligently and faithfully perform all the duties and responsibilities of the Employee's employment and such other duties as may be reasonably required by the Employer from time to time, as are within the Employee's skill, competence and training.
- (e) Employees must hold and retain permission to access the work Site and/or accommodation facilities. If permission to access worksites or use accommodation facilities is withdrawn for any reason, the contract of employment may be terminated.
- (f) Employees must hold and maintain all necessary qualifications, certificates, permits, licenses and the like to enable the Employee to fulfil the inherent requirements of the position. If the qualifications, certificates, permits, licenses, and the like is lost or suspended for any reason, the Contract of Employment may be terminated.
- (g) It is a requirement that the Employee notify the Employer of any change in the status of these qualifications, certificates, permits, licenses and the like and acknowledge that failure to comply with this requirement may result in the termination of the Contract of Employment.

## **10. PERFORMANCE OF DUTIES**

### **10.1 Continuity of Labour:**

- (a) An Employee will continue at all times in the workplace to work in a manner in line with the requirements of their position and as directed by their supervisor or other authorised officer of the Company without unlawful bans, limitations or stoppages.
- (b) Any unlawful ban, limitation or stoppage will be grounds for disciplinary action and may result in termination of employment.

### **10.2 Stand Down**

- (a) An Employee may be stood down without pay where the Employer cannot provide useful work for the Employee for a period exceeding one shift due to a reason

outside of the Employer's control, for example, due to a breakdown in machinery, loss of power or due to weather conditions.

- (b) Where a situation arises warranting a stand down without pay as a result of clause 10.2.(a) above, an Employee will be provided with the option of being paid any annual leave owing to them for the period of the stand down.
- (c) In the event that any Employee is stood down as per under clause 10.2.(a), any such Employee shall continue to accrue for a period of six weeks, service related benefits established pursuant to this Agreement.
- (d) Any Employee who is stood down, may at any time during the period of stand down, terminate their Employment without notice and shall be entitled to all monies due to them to the time of termination.

**10.3. Site Specific Terms and Conditions:**

- (a) The Site specific terms and conditions may change, depending on the Site at which an Employee works. Where an Employee is transferred between Sites, the new Site terms and conditions will apply to them and the previous Site terms and conditions will cease to apply from the effective date of transfer.
- (b) Employees will be provided with the details or notified of changes to the relevant Site specific terms and conditions on commencement at each new Site.

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**11. TYPES OF EMPLOYMENT**

An Employee may be engaged on a full-time, part-time, casual, fixed term or fixed task basis to suit the requirements of the Company.

**11.1 Full-time employment:**

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

**11.2. A part-time Employee is an employee who:**

- (a) is engaged to work an average of fewer than 38 ordinary hours per week; and
- (b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

For each ordinary hour worked, a part-time Employee will be paid no less than the guaranteed minimum hourly working rate of pay for the relevant classification in Schedule A.

**11.3. Casual employment:**

- (a) A casual Employee is one engaged and paid as such. A casual Employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the Employer.
- (b) For each hour worked, a casual Employee will be paid no less than the guaranteed minimum hourly working rate of pay for the relevant classification in Schedule A, plus a casual loading of 25%. The loading constitutes part of the casual Employee's all-purpose rate.

- (c) The casual loading is paid in lieu of annual leave, personal/carer's leave, notice of termination of employment, redundancy benefits and the other attributes of full-time or part-time employment.
- (d) The casual Employee is required to provide one days' notice to terminate their employment. The Company may terminate the Contract of Employment by providing one days' notice of payment in lieu of notice, except when the Employee is dismissed for serious misconduct in which case they will be paid up to the time of the dismissal only.

**11.4. Employment for Specified Term or Specified Task**

- (a) Employees may be engaged for a specified term with no guarantee of ongoing employment beyond that specified term.
- (b) Employees may be engaged for a specified task with no guaranteed employment beyond that specified task.
- (c) Clauses 13.1 and 13.5 do not apply to Employees who have been engaged for a specified term or a specific task as provided for in this clause 11.4.

**12. PROBATIONARY PERIOD**

12.1. An Employee will be engaged initially for a probationary period of six months to enable the Employee and the Company to ascertain the Employee's suitability and capability for ongoing employment with the Company.

12.2. During or before expiry of the probationary period, the Company will assess the Employee's suitability and capability for permanent employment in accordance with the Company's guidelines for performance of duties. At such time the Company will either confirm an Employee's employment status or terminate the Employee's employment with one week's notice.

12.3. Where an Employee is made permanent, the probationary period is included for the purpose of continuous service from the date of engagement.

**13. TERMINATION OF EMPLOYMENT**

13.1. With the exclusion of casual Employees, employment may be terminated by the Company giving notice in accordance with the following scale or payment in lieu of notice, or part notice and part payment in lieu. The period of notice is increased by one week in the event that the Employee is over the age of 45 years old at the time of termination and has completed at least two years continuous service with the Company. The length of continuous service is calculated as at the end of the day the notice is given in accordance with the following table.

**Table 1: Notice Periods on Termination of Employment**

Employees' period of continuous service with the Company	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

**13.2. Summary Dismissal:**

The Company has the right to summarily dismiss any Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the Employee's final day of employment with the Company only.

**13.3. Resignation:**

- (a) Except by alternative agreement, an Employee is required to either provide the same notice as that required of the Company under clause 13.1, or forfeit the equivalent amount of wages, except that there shall be no additional notice based on the age of the Employee concerned.
- (b) If an Employee fails to give written notice, the Company may deduct monies equal to the notice period not given from the Employee's final pay.

**13.4. Abandonment of Employment:**

- (a) Any Employee who fails to attend for three (3) rostered shifts without the approval of, or contacting the Employer shall be deemed to have abandoned his or her employment. The Company will make reasonable attempts to contact the Employee and establish reasons for the absence, however if the Employee fails to respond their Contract of Employment will cease by reason of the abandonment of employment and monies equal to the notice period not given may be deducted from the Employee's final pay.
- (b) In such circumstance, an Employee will not be paid for the time of any unauthorised absence, and will have any entitlements under this Agreement paid up to the start of the unauthorised absence.

**13.5. Redundancy Provisions:**

- (a) In addition to payments outlined in clause 13.1, if an Employee's employment is terminated because the Company no longer requires the Employees' role to be performed by anyone because of changes in the operational requirements of the Company, then the Employee will be entitled to the following payments on termination:

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**Table 2: Redundancy Payments**

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

- (b) "Weeks' pay" means for a full-time Employee 38 hours or for an Employee other than a full-time Employee, the lesser of 38 hours or the Employee's ordinary hours of work in a week, provided that such rate (also called base (non-working) hourly rate) shall exclude:
- (i) overtime;
  - (ii) penalty rates;
  - (iii) disability allowances;
  - (iv) shift allowances;
  - (v) special rates;
  - (vi) fares and traveling time allowances;
  - (vii) bonuses;
  - (viii) any other ancillary payments of a like nature; and
  - (ix) productivity payment.
- (c) Redundancy payments will be calculated as at the end of an Employee's last day of employment with the Company.

- (d) In addition to the payment calculated in accordance with the above table, the Employee will, at the time of redundancy, be paid any accrued or pro rata annual leave entitlement and, any accrued or pro-rata long service leave entitlement in accordance with relevant State legislation.
- (e) No redundancy payment will be payable to an Employee if the Company is able to offer, or cause to be offered to the Employee, another suitable alternate position that is either/or any of the following:
  - (i) within the Employee's skill, competence or training; on similar terms and conditions of employment; and with continuity of service; or
  - (ii) at another location whether or not that employment is with the Company.
- (f) No redundancy is payable where an Employee's employment is terminated as a result of:
  - (i) conduct or performance issues;
  - (ii) the ordinary and customary turnover of labour; or
  - (iii) the expiration of a fixed term or fixed task Contract of Employment.
- (g) No redundancy is payable to:
  - (i) an Employee whose continuous period of service is less than 12 months;
  - (ii) a casual Employee;
  - (iv) an apprentice; and/or
  - (v) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

#### **14. HOURS OF WORK**

##### **14.1. Ordinary Hours of Work:**

- (a) A full-time Employee's ordinary hours of work will be an average of 38 hours per week.
- (b) Employees will be required to work reasonable additional hours above rostered and/or ordinary hours having regard to section 62(3) of the Act and remuneration has been set taking into consideration the additional hours, public holiday work and other applicable penalties associated with the roster.
- (c) The rostered hours to be worked each week shall be established to meet the manning and productivity requirements of each job. Such roster may provide for:
  - (i) up to a maximum of 12 hours to be worked on any shift, unless by agreement additional hours are required for emergency and/or unusual circumstances; and
  - (ii) rostered shifts to be worked over any seven days of the week.



- (d)
  - (i) If an Employee works in excess of 10 hours an Employee will during each shift be entitled to a forty (40) minute meal break, which shall be counted as time worked, and will be taken at a time so as not to affect normal operations.
  - (ii) If an Employee works less than 10 hours an Employee will during each shift be entitled to a twenty (20) minute meal break, which shall be counted as time worked, and will be taken at a time so as not to affect normal operations.
- (e) In relation to shift commencement and shift finishing times, the Employees shall:
  - (i) be changed and ready to commence work at the designated shift commencement time; and
  - (ii) remain on the job until the designated shift finishing time.
- (f) In the event that the Employee is required to work hours in excess of the rostered hours, the Company and the Employee will ensure that a sufficient rest period is taken prior to the commencement of the next shift. In the event that the rest period overlaps with the Employee's next rostered shift the Employee will be paid for rostered hours not worked. Generally, an Employee will have a minimum of eight (8) hours off between shifts.
- (g) All Employees will be responsible for their own travel to and from work unless other Site specific arrangements have been made.

## **15. LEAVE ARRANGEMENTS**

### **15.1. Annual Leave:**

- (a) Employees other than casual Employees shall be entitled to annual leave in accordance with the legislated minimum standards in the Act.
- (b) Employees are entitled to cash out their accrued annual leave in accordance with the Act. A minimum of 152 hours (four weeks) of annual leave must be retained. A separate written request must be provided by the Employee on each occasion. Cashing out of annual leave is paid at an Employee's combined hourly rate as described in Schedule A of this Agreement.
- (c) Employees will be entitled to four weeks' (152 hours) paid annual leave per annum. Annual leave will accrue progressively throughout the year and will continue to accrue whilst an Employee is on paid leave (excluding Long Service Leave) but will not accrue while on unpaid leave (including parental leave) or absent from work while receiving workers compensation payments (unless the relevant State or Territory legislation provides otherwise). For clarity, an Employee will continue to accrue leave if on light duties for the period of the light duty.
- (d) For clarity, leave will accrue at either of the following rates (depending upon whether the Employee is working a continuous shift roster or not), on a pro-rata basis:
  - (i) At the rate of 2.92 hours per 38 hour week worked (or, in the case of a roster arrangement per averaged 38 hour week); or
  - (ii) where an Employee is required to work a roster which is a Continuous Shift Roster, they will be entitled to an additional weeks' leave on a pro-rata basis

of each 12 month period worked on that continuous shift roster. This will accrue at the rate of 0.73 hours per averaged 38 hour week worked.

- (e) Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operating and manning requirements. An Employee may take annual leave in advance of completing 12 months service provided it does not exceed the Employee's pro-rata annual leave entitlement.
- (f) For each rostered shift taken as annual leave the Employee will be paid at the combined hourly rate for the number of hours normally worked in that rostered shift, or at other hours agreed to by a Company representative.
- (g) Where practicable annual leave should be taken within six months of the leave entitlements being fully accrued.

**15.2. Personal/Carer's Leave("P/C leave") :**

- (a) Employees other than casual Employees shall be entitled to P/C leave in accordance with the legislated minimum standards in the Act.
- (b) P/C's leave will be paid at the Employee's guaranteed minimum hourly working rate of pay, as described in Schedule A of this Agreement.
- (c) P/C leave accrues progressively throughout the year at the rate of 1.46 hours per week. P/C leave accrues whilst the Employee is on paid leave (to the extent permitted by law) but will not accrue while the Employee is on unpaid leave (including parental leave) or absent from work while receiving workers compensation payments (unless the relevant state legislation provides otherwise).
- (d) Payment for P/C's leave is conditional upon an Employee:
  - (i) informing the supervisor, wherever practicable prior to the commencement of such absence, of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
  - (ii) providing to the Company a medical certificate (or statutory declaration where a medical certificate is not available) for any absence due to illness where the absence:
    - (A) occurs during the probationary period of service;
    - (B) is of two or more consecutive days duration;
    - (C) occurs after the first three single sick days in a 12 month period;
    - (D) occurs on a public holiday or on either rostered shift immediately before or after the public holiday; and/or
    - (E) as specifically requested by the Company.
- (e) In the event that an Employee is absent from work other than on an approved leave and does not produce a medical certificate as required pursuant to this clause 15.2. (d) above, an Employee will be deemed to have been absent from work without authorisation and will not be paid for any shift or part of a shift missed.

- (f) Any part of the P/C's leave entitlement which has not been taken in any year, may be claimed in a subsequent year of continued employment.
- (g) The Employee is also entitled to use their entitlement of their paid P/C's leave accrual to provide care for and support to a member of their immediate family or household who requires special care and support because of:
  - (i) a personal illness or injury of the member,
  - (ii) an unexpected emergency affecting the member; and
  - (iii) as defined in the Act.
- (h) An Employee may be entitled to a further two days unpaid carer's leave on each occasion where care is required beyond the maximum paid carer's leave. Unpaid carer's leave does not count as service but does not break continuity of service.
- (i) To qualify for paid leave, the Employee must provide:
  - (i) for leave to care due to personal illness or injury of the member; a medical certificate or statutory declaration (if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or support; and/or
  - (ii) for an unexpected emergency affecting the member; a statutory declaration stating the nature of the emergency and the requirement for care.

**15.3. Compassionate Leave:**

- (a) An Employee is entitled to up to two working days' compassionate leave on each occasion following the death of the Employee's spouse (including de-facto spouse), parent, child, stepchild, sibling, grandparent, grandchild or a child, parent, grandparent, grandchild or sibling of the Employee's spouse (including de-facto spouse).
- (b) Compassionate leave will be paid at the Employee's base (non-working) hourly rate of pay, as described in Schedule A of the Agreement.
- (b) The entitlement to compassionate leave is subject to the production of evidence to the reasonable satisfaction of the Company.

**15.4. Public Holidays:**

Guaranteed minimum hourly working rates referred to at Schedule A of this Agreement include compensation for all public holidays worked and not worked. Shift employees shall attend for work when rostered for duty on any of the gazetted public holidays.

**15.5 Parental Leave:**

Employees shall be entitled to unpaid parental leave as provided for in the Act.

**15.6 Long Service Leave:**

- (a) Employees' entitlement to Long Service Leave will be in accordance with the Long Service Leave legislation in force in the State or Territory where their Employment is predominantly based.

- (b) It is agreed that Long Service Leave will be paid at the base (non-working) hourly rate of pay.

**15.7 Community Service Leave:**

- (a) Employees (other than casual Employees) shall be entitled to community service leave in accordance with the Act.
- (b) An Employee who is required to attend for jury service during working hours will be paid the difference between the amount the Employee receives for attendance at jury service and the amount the Employee would otherwise receive as payment if the Employee had been at work, subject to producing evidence to the satisfaction of the Company.

**16. SUPERANNUATION**

The Company will contribute superannuation payments to a complying fund nominated by the Employee or, in the absence of any nomination made by the Employee, to the Company's nominated Superannuation Fund. The percentage contribution will be in accordance with the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.

**17. PAYMENT OF WAGES**

17.1. The applicable wage rate will depend on the classification of the Employee and the locality at which the Employee is performing work. The applicable wage rates are contained in Schedule A of this Agreement.

17.2. The guaranteed minimum hourly working rate shown in Schedule A shall be paid for all hours worked on the specified days (including weekends and public holidays) and takes into account all and any disabilities associated with surface and underground environments and the shift hours generally being worked. It is agreed that the guaranteed minimum hourly working rate does not include a productivity rate (see clause 19).

17.3. Employees will be paid fortnightly in arrears by electronic transfer into an approved bank or financial institution account. An approved account is one which accepts a salary payment from the Employer without additional charge to the Company.

17.4. The fortnightly pay period commences on a Monday and runs through to the second following Sunday. Wages shall be processed into bank accounts on the Wednesday following the end of the fortnightly pay period (wherever possible).

17.5. In the event of termination of employment, Employees agree that subject to applicable law, the Company is authorised to deduct from an Employees final pay any monies owing to the Company and that an Employee will sign an authority to deduct confirming that authorisation, upon request.

**18. MOTOR VEHICLE LICENCES**

It is a condition of employment that every Employee will hold a current motor vehicle license. In the event that an Employee is disqualified/suspended from driving, that Employee must immediately notify the Employer of the disqualification/suspension:

- (a) Under circumstances where alternate arrangements cannot be made to transport an Employee to and from a work Site; or

- (b) where Site rules require an Employee to hold a current license

the Employee may be suspended without pay for the duration of the disqualification/suspension or the Employer may deal with the matter in accordance with clause 9.2(f) and 9.2(g).

## **19. PRODUCTIVITY PAYMENT**

19.1. In addition to the guaranteed minimum hourly working rates contained in Schedule A of this Agreement, the Company at its sole discretion, may provide a productivity payment to an Employee who attends for work which recognises:

- (a) the experience and skills of the individual Employee; and
- (b) the productivity and performance that is demonstrated on the job.

19.2. The productivity payment will be established between the Company and an individual Employee, and may be varied from time to time at the Company's sole discretion. It is agreed that the productivity rate does not form part of the guaranteed minimum hourly working rate or ordinary time rate of pay.

## **20. CONFIDENTIALITY**

During the course of employment, Employees may be exposed to sensitive and confidential information relating to the Company and its Clients' business activities. It is a condition of employment that each Employee will treat any information in relation to the Company's and its Client's business as strictly confidential and shall not at any time directly or indirectly, either during or after employment with the Company, use, divulge, publish or communicate to any person any information in relation to the Company and its Client's activities, unless the information is already on public record.

## **21. FITNESS FOR WORK PROCEDURE**

An Employee may, during employment be required to attend medical, functional and drug and alcohol tests to assess fitness for work. An assessment will be arranged and paid for by the Company in accordance with the relevant legislation and the Company's fitness for work policy. An Employee must comply with the Company's fitness for work policy. The Company may require an Employee to produce evidence of fitness for work from time to time including by directing an Employee to undertake regular or random drug and alcohol testing.

In addition, the Company may require an Employee to undertake a medical assessment including a functional capacity evaluation. Any such medical assessment will be undertaken by a doctor specified by the Company, will be at the Company's cost and reasonable notice of the requirement to attend such assessment will be provided. An Employee will attend the assessment in his/her own time and will not be paid for the time spent to attend the assessment.

## **22. CLOTHING, FOOTWEAR AND PPE**

22.1. The Company will provide each full-time Employee on engagement with three sets of safety clothing, which will be replaced on a "fair wear and tear" basis. Casual Employees will be provided with safety clothing as directed by their supervisor and will be replaced on a "fair wear and tear" basis.

22.2. The Company will provide each Employee with an appropriate pair of safety boots which shall be replaced on the basis of "fair wear and tear".

22.3. All other necessary personal protective equipment such as hearing and eye protection, wet weather clothing, respiratory protection, hard hats and gloves shall be provided to Employees.

22.4. Articles supplied by the Company remain the Company's property and must be returned by the Employee in good order and condition, reasonable wear and tear excepted. Failure to do so will render the Employee liable to a charge equal to the cost price of the article concerned.

THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY

PYBAR Mining Services Pty Ltd Employee Agreement 2014

SIGNATORIES

Signed for and on behalf of PYBAR Mining Services Pty Ltd

Name:

PAUL ROULE

Position & Authority to Sign:

CEO

Address:

Signature:

[Signature]

Date:

2/10/14

Witness Name:

Shae Barrister

Witness Address:

Witness Signature:

S. Z. Barrister

Date:

2/10/2014

Signed for and on behalf of the Employees of PYBAR Mining Services Pty Ltd covered by this Agreement

Name:

Position

MINE SERVICES OPERATOR/BARGAINING REPRESENTATIVE

Authority to Sign:

As an Employee of PYBAR Mining Services Pty Ltd, I confirm that I and other Employees had reasonable opportunity to consider the terms of this Agreement. A majority of the Employees who will be covered by this Agreement voted to approve it on the following date:

29/9/2014

(DATE OF APPROVAL)

Address:

Signature:

[Signature]

Date:

2/10/2014.

Witness Name:

Shae Barrister

Witness Address:

Witness Signature:

S. Z. Barrister

Date:

2/10/2014

**SCHEDULE A: CLASSIFICATIONS AND RATES OF PAY**

**TABLE 1:**

Level*	Base (non-working) hourly rate \$	Guaranteed minimum hourly working rate \$	Combined hourly rate \$ (Guaranteed minimum hourly working rate \$ + Productivity payment hourly rate \$**)
Entry Level	\$17.49	\$25.44	\$ guaranteed minimum hourly working rate + \$ productivity payment**
Level 1	\$18.35	\$26.63	\$ guaranteed minimum hourly working rate + \$ productivity payment**
Level 2	\$19.06	\$27.60	\$ guaranteed minimum hourly working rate + \$ productivity payment**
Level 3	\$19.64	\$28.41	\$ guaranteed minimum hourly working rate + \$ productivity payment**
Level 4	\$20.95	\$30.22	\$ guaranteed minimum hourly working rate + \$ productivity payment**
Level 5	\$22.31	\$32.10	\$ guaranteed minimum hourly working rate + \$ productivity payment**
Level 6	\$23.41	\$33.61	\$ guaranteed minimum hourly working rate + \$ productivity payment**

\*Refer to Schedule A: Attachment 1 for classifications

\*\*Any productivity payment is at the sole discretion of the Company



**1. Rates of Pay**

**1.1 Base (non-working) hourly rate**

The Base (non-working) hourly rate will apply in the following circumstances:

- (a) Redundancy (where applicable)
- (b) Long service leave

**1.2 Guaranteed minimum hourly working rate**

The guaranteed minimum hourly working rate will apply in the following circumstances:

- (a) for all hours worked (including weekends and public holidays) and takes into account all penalties, loadings and allowances other than those listed in an Employees Contract of Employment including the shift hours generally being worked; and
- (b) for Personal/Carer's leave.

**1.3 Combined hourly rate**

The Company may at its sole discretion offer a productivity payment. The combined hourly rate is the sum of the guaranteed minimum hourly working rate plus productivity payment (if any). If no productivity payment is offered the combined hourly rate is equal to the guaranteed minimum hourly working rate.

The combined hourly rate will apply in the following circumstances:

- (a) Hours worked
- (b) Notice period
- (c) Annual leave

**1.4 Application of rates – Example from Table 1:**

Guaranteed minimum hourly working rate (Entry level): \$25.44

Productivity hourly rate (discretionary): \$05.00

Combined hourly rate: \$30.44

- 1.5** Wage rates of pay referred to in this Agreement will be adjusted annually to reflect increases awarded by the FWC as referred to in annual National Minimum Wage Orders. Increases will apply from the first shift within a pay period occurring after the increase has been published by FWC.

**2. Classifications**

The Company's classification structure is set out in Attachment 1 of this Schedule A.

PYBAR Mining Services Pty Ltd Employee Agreement 2014

**SCHEDULE A: ATTACHMENT 1**

<b>LEVEL</b>	<b>COMPETENCY</b>	<b>SKILLS</b>	<b>APPLICATION</b>
<b>Entry Level</b>	Introductory	An employee at this level is undertaking the standard induction training required for the operation or business. Such training covers: conditions of employment; mine and plant safety; first aid procedures; movement around the site; work and documentation procedures; quality control and quality assurance; and introduction to supervisors and fellow workers. Employees at this level perform routine duties under direct supervision.	Mining Industry Services Employees; Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; and Mining Industry Underground Mine Employees
<b>Level 1</b>	Basic	An employee at this level will have completed the standard induction training and have been assessed to be able to competently carry out the basic and semi-skilled work required for this level	Mining Industry Services Employees; Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; and Mining Industry Underground Mine Employees.
<b>Level 2</b>	Intermediate	An employee at this level will have been assessed as being competent to carry out semi-skilled work on a broad range of plant and equipment functions. The employee exercises discretion within their level of skill and is responsible for the quality of the work subject to routine supervision.	Mining Industry Services Employees; Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; and Mining Industry Underground Mine Employees

PYBAR Mining Services Pty Ltd Employee Agreement 2014

LEVEL	COMPETENCY	SKILLS	APPLICATION
Level 3	Competent	<p>An employee at this level will have been assessed as being competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge.</p> <p>An employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An employee at this level requires only limited supervision or guidance.</p> <p>An employee at this level: understands and applies quality control techniques; exercises discretion within the scope of this level; performs work under limited supervision; operates all equipment incidental to the work; and assists in the provision of on-the-job training.</p>	<p>Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; Mining Industry Underground Mine Employees; and Mining Industry Maintenance Trades Employees</p>
Level 4	Advanced	<p>An employee at this level will have met the requirements for Level 3 and been assessed as being competent to perform tasks which require in depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.</p> <p>The level of skills or knowledge required to perform this work will involve the completion of a post trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge.</p> <p>An employee at this level will provide guidance and assistance to others.</p>	<p>Mining Industry Surface Mining and Haulage Employees; Mining Industry Processing Employees; Mining Industry Underground Mine Employees; and Mining Industry Maintenance Trades Employees</p>

PYBAR Mining Services Pty Ltd Employee Agreement 2014

LEVEL	COMPETENCY	SKILLS	APPLICATION
Level 5	Advanced Specialist	<p>An employee at this level will have met the requirements for Level 4 and holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trade course appropriate for this level or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.</p> <p>An employee at this level will provide guidance and assistance to others.</p>	<p>Mining Industry Underground Mine Employees; and</p> <p>Mining Industry Maintenance Trades Employees</p>
Level 6	Dual Trade	<p>An employee at this level will have met the requirements for Level 5 and holds a dual trade qualification or equivalent prescribed post trade course used in the operation and has acquired additional knowledge enabling the employee to apply dual trade skills or an equivalent level of high precision specialised trade skills in one area.</p> <p>An employee at this level: has high precision trade skills in more than one area; is qualified to work on machinery or equipment with complex mechanical, hydraulic, electrical circuitry or controls; and meets the skills requirements for Tradespersons in accordance with the <i>Manufacturing and Associated Industries and Occupations Award 2010</i> for this level.</p>	<p>Mining Industry Maintenance Trades Employees</p>

**SCHEDULE B: DEFINITIONS:**

**"Act"** shall mean the Fair Work Act 2009 (Cth).

**"Agreement"** shall mean this agreement including Schedule A and Schedule B attached to this agreement.

**"Better off Overall Test" ("BOOT")** means the test that the FWC must apply to a proposed employee agreement before it can be approved.

**"Client"** shall mean a company including but not limited to a mining entity to whom the Company provides Employees for the purposes of delivering services including but not limited to mining services.

**"Continuous Shift Roster"** means a roster that includes at least 50% night shifts and Sundays and Public Holidays on a regular basis.

**"Contract of Employment"** means the contract between the Employer and an Employee as amended or varied from time to time and also referred to as a letter of offer.

**"Employer or Company"** shall mean Pybar Mining Services Pty Ltd or any related bodies, Corporate or its nominees for the purpose of this Agreement.

**"Employee"** shall mean any employee of the Company working in classifications contained in Schedule A, Attachment 1 – Classification of this Agreement.

**"Fair Work Commission" ("FWC")** means the national workplace relations tribunal in Australia.

**"Individual Flexibility Agreement"** has the meaning as set out in the Act.

**"Long Service Leave"** means leave with pay to which an Employee becomes entitled in accordance with relevant State legislation.

**"Mining services"** shall be defined as follows:

- (a) extracting any of the following from the earth by any manner or method including exploration, prospecting, development and land clearing, preparatory work and rehabilitation during the life of the mine:
  - (i) any metals, minerals or ores;
  - (ii) phosphates and gemstones;
  - (iii) mineral sands;
  - (iv) uranium and other radioactive substances;
  - (v) coal and /or associated materials
- (b) the processing, smelting and refining of the metals, minerals, ores or substances covered by (a);

- (c) the transportation, handling and loading of any of the metals, minerals, ores or substances covered by (a) on a mining lease or tenement;
- (d) the transportation, handling and loading of any of the metals, minerals, ores or substances covered by (a) by the mine operator, a related company or an entity principally engaged by the mine operator to do such work, using the plant or infrastructure (including rail and/or ports) of the mine operator or a related company;
- (e) the servicing, maintaining (including mechanical, electrical, fabricating or engineering) or repairing of plant and equipment used in the activities set out in (a) to (d) by employees principally employed to perform work on an ongoing basis at a location where the activities described above are being performed; or
- (f) the provision of temporary labour services used in the activities set out in (a) to (e), by temporary labour personnel principally engaged to perform work at a location where the activities described above are being performed.

**"National Employment Standards"** has the meaning given to it by the Act.

**"Non-Mining Services"** shall mean activities undertaken in a non -mining environment including but not limited to civil and surface work.

**"Ordinary and customary turnover of labour"** means the termination of employment of an Employee(s) due to the ending of a contract(s) or which results from decreases in manning associated with the performance of the Company's contract(s) or part of the contract(s).

**"Senior Manager"** means any operations manager or corporate manager employed by the Company.

**"Shift Worker"** means an Employee whose regular roster includes night shift. For the avoidance of doubt, this definition does not impact on the definition of "Shift Worker" for the purposes of the National Employment Standards, which will be in accordance with the applicable Award.

**"Site"** means the relevant worksite where Employees covered by this Agreement are employed from time to time.

## Schedule 2.3 Model consultation term

(regulation 2.08)

### Model consultation term

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or



- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
 

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).