



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Protech Managed Project Services Pty Ltd
(AG2015/5075)

PROTECH MANAGED PROJECT SERVICES ON-HIRE EMPLOYEE AGREEMENT 2015

Building, metal and civil construction industries

COMMISSIONER ROE

MELBOURNE, 9 OCTOBER 2015

Application for approval of the Protech Managed Project Services On-Hire Employee Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Protech Managed Project Services On-Hire Employee Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Protech Managed Project Services Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement was approved on 9 October 2015 and, in accordance with s.54, will operate from 16 October 2015. The nominal expiry date of the Agreement is 9 October 2019.



COMMISSIONER

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<Price code G, AE416075 PR572707>

ANNEXURE A



Mr. Marc Meili
Managing Director
Protech Group (Aust) Pty Ltd
3466 Pacific Highway Springwood
Springwood QLD 4127

Commissioner Roe
Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

Wednesday, 7 October 2015

Dear Commissioner Roe,

AG2015/5075 – Protech Managed Project Services On-Hire Employee Enterprise Agreement

We provide the following undertaking in relation to our application for Agreement Approval AG2015/5075 – Protech Managed Services On-Hire Employee Enterprise Agreement:

Clause 6

Insert new clause:

6 c) Nothing in this clause prevents an Employee, upon achieving 6 months of regular and systematic casual service, from requesting in writing that the Employer convert their employment to permanency. The Employer will make its all reasonable efforts to accommodate such a request. Where despite their efforts, the Employer is unable to satisfy such a request, the Employer will provide the Employee with reasons.

Clause 7

Delete

Clause 12

Delete

Clause 10 b)

Delete

Clause 14 f)

Replace with:

14 f) The Employer confirms that where a dispute remains unresolved, the Employer and Employee will agree on an independent mediator to mediate the dispute. If the Employer and Employee cannot agree on an independent mediator, the Fair Work Commission will be appointed to mediate the dispute. Any mediated outcome must be consistent with any Construction Code or legislation that may apply at the State or Federal level including the Building and Construction Industry (Fair and Lawful Building Sites) Code 2014, or its successor.

Clause 15 b)

Replace with:

15 b) An Employee's classification for each assignment will be based on skills required for the particular role and not skills or qualifications the Employee may possess, provided that where the provisions of the relevant Award provide otherwise, the Award will apply.

Leading > Flexible > Smart >

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Clause 15 c)

Insert new clause:

15 c) Nothing in this provision shall affect the continuity of employment for any purposes including for the purposes of unfair dismissal or any other rights which may arise through the Fair Work Act, the Relevant Award, Long Service Leave or Superannuation legislation.

Clause 15 f)

The last sentence of this clause is deleted.

Clause 16 b)

Replace with:

16 b) Where an Employee is placed on an assignment and the Employer pays the Employee more in wages or allowances than is required in this Agreement (the Higher Rate of Pay), the Higher Rate of Pay will be received by the Employee in satisfaction of any and/or all wages, penalties and allowances which might otherwise apply to the Employee under this Agreement, to the extent to which the Higher Rate of Pay exceeds the ordinary rate of wages and / or allowances otherwise payable to the Employee. The total payment to the Employee will not be less than that which the Employee would have received under this Agreement (which incorporates the relevant Award by virtue of clause 5). Where the Employer relies on this clause, the Employer must outline its calculations comparing the Higher Rate of Pay to the Employee's entitlement to wages, penalties and allowances under the Agreement in writing and showing how the Higher Rate of Pay ensures that the Employee is receiving no less than the Employee would otherwise have received under this Agreement.

Clause 18

Insert new clause:

18 a) iii) Subclauses 18 a) i) and 18 a) ii) are subject to the requirements of the Fair Work Act 2009 (or its successor) or the relevant Award as it may apply.

Clause 21

Delete and Replace with:

21 The Employee agrees that during their term of employment outside of working hours they shall not post anything on social media that could bring the Employer (including its employees, staff, customers or suppliers) into ill repute.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Marc Meili', written over a horizontal line.

Marc Meili
Managing Director

T: 07 3440 2800
E: marc.meili@protech.com.au



Protech Managed Project Services On-Hire Employee Agreement 2015

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

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

Contents

1. Title	3
2. Parties	3
3. Duration	3
4. Application	3
5. Scope and Intent	3
6. Casual Employment	3
7. Maximum Term Project Employment	4
8. Definitions	4
9. Additional Claims	4
10. Lawful directions	5
11. Stand down	5
12. Suspension	5
13. Safety and Fitness for Work	5
14. Disputes at Work	6
15. Assignments	7
16. Wages	8
17. Superannuation	8
18. Cashing out or taking of paid Annual Leave	8
19. Consultation	9
20. Flexibility	11
21. Social Networking Media	12
22. Signatories	14
APPENDIX 1 - Relevant Awards	15
APPENDIX 2 – Full Time Rates	16

1. Title

This will be called the Protech Managed Project Services On-Hire Employee Agreement 2015 (the Agreement).

2. Parties

This Agreement will apply to:

- a) Protech Managed Project Services Pty Ltd (ABN 19 600 040 480) (the Company); and
- b) All On-Hire employees who are employed by the Company.

3. Duration

This Agreement commences operation 7 days after approval by the Fair Work Commission. The nominal expiry date will be 4 years from the date of operation.

4. Application

- a) This Agreement applies to and is binding on the Company in relation to all of its On-Hire
- b) Employees employed in all of its operations within Australia.

5. Scope and Intent

- a) This Agreement incorporates the relevant Modern Award (as specified in Appendix 1) that would otherwise apply to you. The relevant Modern Award and the National Employment Standards (NES) are to be read and applied in conjunction with the terms and conditions in this Agreement. To the extent that there is any inconsistency, the Agreement shall prevail. To the extent the Modern Award is inconsistent with the NES, the Modern Award should apply.
- b) In the event that no Modern Award exists to cover a particular assignment, the terms and conditions of employment will be governed by this Agreement, together with the relevant legislation (inclusive of the National Employment Standards) that would otherwise apply.
- c) The rates of pay, terms and conditions in this Agreement represent the minimum that will be paid to you. The Company may pay Employees a higher rate of pay or more attractive terms. Given the nature of the on-hire work, any increase above the minimums may vary from assignment to assignment and will be entirely at the discretion of the Company.
- d) Where necessary due to the scope and complexity of specific projects, the Company and its employees may seek to establish a separate project specific employment agreement at the sole discretion of the Company.

6. Casual Employment

- a) Where a relevant Award, in accordance with Clause 5(a), contains Casual conversion provisions that require the conversion of Casual employees to

Permanent Full or Part-time Employees, regardless of the circumstances, for the purposes of this Agreement those provisions will have no effect on you. In order to compensate Employees for the loss of casual conversion rights, an additional 1% Casual Loading on ordinary time hours will be paid when Employees reach 6 months continuous Service with the Company, provided that this amount may be absorbed by any Over Agreement Payment.

- b) Where a relevant Award, in accordance with Clause 5(a), does not provide for Casual Employment, the following provisions will apply:
 - i. A Casual On-Hire Employee is one engaged and paid as such.
 - ii. A Casual On-Hire Employee will be paid the hourly rate of pay for the relevant classification in addition to a loading of 25% calculated on the base rate of pay.
 - iii. Casual loading is paid in lieu of entitlements which do not apply to casual employees, having regard for the National Employment Standards.
 - iv. The minimum engagement for a Casual On-Hire Employee will be four hours on any one day that Employees are required to work.

7. Maximum Term Project Employment

- a) The Company may engage an employee (a Maximum Term Project Employee) for a specified period of time or for a specified task on a specified project. This means that at the end of the project the employees' contract will come to an end and there is no guarantee of ongoing work, nor any entitlement to redundancy or notice of termination.

Note: for example, Protech Managed Project Services may engage an employee as a Welder for a specified shut down project on a large manufacturing facility.

- b) For the purposes of this clause, 'specified project' includes a specified stage of a project.

8. Definitions

"The Act" shall mean the *Fair Work Act 2009* (Cth) or its successor.

"On-Hire Employees" shall mean all Company On-Hire employees covered by this Agreement.

"Over Agreement Payment" shall mean any payment that is in excess of the rates contained in this Agreement (which can be found in the Relevant Award).

"Relevant Award" shall mean the Award that would have applied but for this Agreement, as outlined in Appendix 1 and therefore is incorporated into this Agreement in accordance with Clause 5.

9. Additional Claims

Employees will not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship.

10. Lawful directions

- a) It is important that Employees follow all lawful and reasonable directions that are within their ability, given by their Leading Hand/Supervisor, or any other appropriate person, as nominated by the Company or Client. Should an Employee not be able to perform the assigned task for any reason whatsoever, it is the Employee's duty to inform their Leading Hand/Supervisor or other appropriate person immediately.
- b) Refusal to comply with any lawful and reasonable direction may result in disciplinary action, which may include the termination of an Employee's employment.

11. Stand down

- a) Protech has the right to withhold payment for any day that Employees cannot be usually employed because of any:
 - i. industrial action (other than industrial action organised or engaged in by the employer); or
 - ii. a breakdown of equipment, if the employer cannot reasonably be held responsible for the breakdown; or
 - iii. force majeure, for which Protech cannot reasonably be held responsible; or
 - iv. a stoppage of work for any cause for which Protech cannot reasonably be held responsible.

12. Suspension

- a) If, at the discretion of Protech, an Employee's conduct or performance requires the Employee to be suspended with or without pay whilst Protech undertakes an investigation into an Employee's performance or conduct, then Protech may:
 - i. direct the Employee not to attend at work; or
 - ii. direct the Employee to attend at work and undertake other duties; or
 - iii. allow the Employee to take any accrued annual or long service leave.
- b) If an Employee's employment is suspended, and clause 12(a)(i) applies, then except for an Employee's obligation to attend at work and perform an Employee's duties, the Employee must comply with the terms and conditions of this Agreement whilst the Employee is suspended without (or with) pay.
- c) Protech undertakes that where a suspension from work occurs without pay, that it will act with an appropriate level of urgency notwithstanding a proper process is conducted.

13. Safety and Fitness for Work

- a) The Company is committed to undertaking its best endeavours to the establishment of healthy and safe workplaces, which includes the use of healthy and safe work methods, impairment testing (both planned and

random), work organisation, working time, machinery and equipment.

- b) Employees will not be allowed to enter or engage in work on a site or workplace if Employees are, or are reasonably suspected to be, under the influence of, or affected by, alcohol or drugs.
- c) The Company often operates in Industries that carry significant safety risks. An Employee's health and wellbeing is an essential element of the success. Any breaches of obligations in relation to Workplace Health and Safety may be considered serious and may result in consideration being given to disciplinary action which may include termination of employment.
- d) Employees may be required to wear relevant personal protective equipment (PPE) at times as directed and/or as required. An Employee's clothing will be of a standard and nature as deemed relevant and appropriate by the Company. Any PPE provided will be on a fair wear and tear basis, subject to the Company being satisfied that replacement is required. It is a condition of issue and of employment that the issued equipment will be worn whilst at the workplace.
- e) The Company may require Employees to undertake an independent medical evaluation to determine an Employee's safety and fitness for work at any time both prior to and during an assignment.
- f) Employees are required to notify the company of any additional paid or unpaid work undertaken during an Employee's engagement with the Company. The Company reserves the right to refuse work to employees who undertake additional work which would impact on fatigue management.

14. Disputes at Work

- a) The following dispute resolution procedure will apply where a dispute arises in relation to a matter arising under the Agreement or the National Employment Standards.
- b) An Employee who wishes to raise a concern in accordance with this clause, will need to first meet and confer with an Employee's local Protech Manager. If the matter is not resolved at such a meeting the parties will arrange further discussions involving the relevant Regional Manager or their delegate.
- c) If the matter remains unresolved at such level the parties will escalate the dispute to the Human Resources team.
- d) If the matter remains unresolved at such level the dispute will be referred to a panel consisting of: the General Manager of the Business Unit, a representative of the Executive Leadership Team and the General Manager for Safety, Quality and Employment or their delegates.
- e) If the matter remains unresolved, the Company will refer the matter to its most Senior Manager who will attempt to resolve the matter within 14 days or longer as agreed by the parties, of the matter being escalated to this step in the dispute process.
- f) Should it remain unresolved, the Company will appoint an independent arbiter of their choice, which may or may not be the Fair Work Commission, who has the capacity to settle the dispute through arbitration, of which a decision will be binding on the parties. For the avoidance of doubt, the Company's decision as to the appointment of an independent arbiter, is final

and binding on all parties. Any arbitrated outcome must be consistent with any Construction Code or legislation that may apply at the State or Federal level including the *Building and Construction Industry (Fair and Lawful Building Sites) Code 2014*, or its successor.

- g) Until the matter in dispute is resolved, the status quo will prevail and the needs of the business will remain a priority except in situations where there is an immediate and significant threat to the health and safety of Employees or others.
- h) At any stage of this Dispute Resolution Procedure, an Employee may appoint a representative, including another On-Hire Employee or any other person, to act as an Employee's representative in an attempt to achieve resolution.

15. Assignments

- a) At the commencement of each assignment Employees will receive a notice of offer that will confirm the details of an Employee's assignment including remuneration (together with any Market Arrangement that may apply in accordance with Clause 16(b), classification and a guide to the duration of the particular assignment). This will be based on the needs of the client. It should be noted that the nature of on hire work is such that the assignment may be varied or terminated at any time and the Company will advise Employees of these changes as soon as possible.
- b) An Employee's classification for each assignment will be based on skills required for the particular role and not skills or qualifications an Employee may possess.
- c) An Employee's assignments as an on-hire employee mean that from time to time Employees will be placed on assignment to provide services for the benefits of clients of the Company, with each shift constituting a discrete period of employment.
- d) The Company does not control the length of any assignment and while the Company may indicate the potential length of an assignment in good faith, the client may vary the length of the assignment or terminate an Employee's attendance at its absolute discretion. When this occurs, the Company will undertake its best endeavours to offer Employees alternate assignments, where they are appropriate.
- e) Where the Company is unable to offer Employees an alternative assignment, despite its best endeavours, the Company reserves its right to discontinue an Employee's employment.
- f) Where a placement has reached an end, the Company confirms that an Employee's registration remains active. We encourage Employees to contact a Company representative at the earliest convenience to update the Employee's experience, skills and availability. Employees will be required to return all Company or Client property, including keys, swipe cards and confidential information and/or material to the Company, and submit a final and authorised timesheet for any hours yet to be paid. Once this has been done, the Company will make payment of an Employee's statutory entitlements and upon request may arrange for a statement of service to be sent to you.
- g) Where the position offered is a casual position:

- i. Employees will be notified within minimum one (1) hour of the start of an Employee's shift, if there is a cancellation or change to an Employee's shift start time.
- ii. Should Employees not be able to make their shift, the Employee must make every reasonable effort to notify the Employee's Protech contact prior to the scheduled start of an Employee's shift, so they are able to make other arrangements.

16. Wages

a) Wages

Wages for non-casual full time employees will be in accordance with the relevant tables at Appendix 2, subject to clause 6 (b)(ii), clause 16(d) and the relevant pro-rata calculation that would apply for part time employees.

b) Market Arrangements

Where Employees are placed on an assignment where it is necessary for the Company to pay Employees in excess of the wages or allowances in this Agreement, this arrangement will be received by Employees in satisfaction of any and/or all entitlements, terms, conditions, penalties and allowances which might otherwise apply to Employees under this Agreement. This may include (but is not limited to) flat or rolled up hourly rates. Please be assured that the total payment to Employees will not be less than Employees would have received under this Agreement.

c) Labour Hire Industry Payment

All non-casual employees will be paid an additional 5c per ordinary hour of their base rate of pay once 6 months continuous service has been completed with the Company provided that this amount may be absorbed in any Over Agreement Payment.

d) Annual Review of Wages

Protech will conduct a review of all wages yearly in line with the Fair Work Commission Minimum Wage Decision, where necessary rates will be adjusted to accommodate any increase. However, payments may be absorbed into any over award payments.

e) Payment of Wages

Payment of wages shall be by direct deposit/electronic funds transfer on a weekly or fortnightly basis to a bank account nominated by you. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as soon as is practicable after the normal pay day.

17. Superannuation

The Company will comply with all relevant superannuation legislation. Where an Employee does not elect a fund, contributions will be made to the Company's default superannuation fund, provided it is a MYSUPER compliant fund.

18. Cashing out or taking of paid Annual Leave

a) Where an employee accrues annual leave, subject to the requirements of the Act:

- i. An employee may request the cashing out of accrued leave which the

Company may approve at its discretion; and/or

- ii. The Company may require an employee to take annual leave.
- b) Where a request for the cashing out of annual leave is approved by the employer, the terms will be subject to those specified in s93 (2) of the Fair Work Act, namely that:
 - i. paid annual leave must not be cashed out if the cashing out would result in the employees remaining accrued entitlements to paid annual leave being less than 4 weeks; and
 - ii. each cashing out of a particular amount of paid annual leave must be by a separate agreement, in writing between the employer and the employee; and
 - iii. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

19. Consultation

- a) This clause applies if the Company:
 - i. 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
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- b) For a major change referred to in subclause 19(a)(i):
 - i. the employer must notify the relevant employees of the decision to introduce the major change; and
 - ii. subclauses 19(c) to 19(i) apply.
- c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise the Company of the identity of the representative;the Company must recognise the representative.
- e) As soon as practicable after making its decision, the Company must:
 - i. discuss with the relevant Employees:
 - 1) the introduction of the change; and
 - 2) the effect the change is likely to have on the Employees; and

- 3) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- ii. for the purposes of the discussion – provide in writing to the relevant Employees:
 - 1) all relevant information about the change including the nature of the change proposed; and
 - 2) information about the expected effects of the change on the Employees; and
 - 3) any other matters likely to affect the Employees.
 - 4) Given the nature of the Employer’s business, any consultation undertaken with Employees may be in an electronic format such as phone, video conferencing, and skype style discussions. Written notice may also be provided by email/fax. This is for the purposes of ensuring all employees engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
- f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- h) 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 Company, the requirements set out in subclauses 19(b)(i), 19(c) and 19(e) are taken not to apply.
- i) In this term, a major change is **“likely to have a significant effect on Employees”** if it results in:
 - i. the termination of the employment of Employees; or
 - ii. a major change to the composition, operation or size of the Company’s workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- j) For a change referred to in paragraph 19(a)(ii):
 - i. the Company must notify the relevant Employees of the proposed change; and
 - ii. subclauses 19 (k) to 19(n) apply.
- k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- l) If:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise the Company of the identity of the representative;the Company must recognise the representative.
- m) As soon as practicable after proposing to introduce the change, the Company must:
 - i. discuss with the relevant Employees the introduction of the change; and
 - ii. for the purposes of the discussion – provide to the relevant Employees:
 - 1) all relevant information about the change, including the nature of the change; and
 - 2) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - 3) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - 4) Given the nature of the Employer’s business, any consultation undertaken with Employees may be in an electronic format such as phone, video conferencing, and skype style discussions. Written notice may also be provided by email/fax. This is for the purposes of ensuring all employees engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
 - iii. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- n) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- o) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- p) In this term, “**relevant Employees**” means the Employees who may be affected by the major change.

20. Flexibility

- 1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;

- iv. allowances;
 - v. leave loading; and
 - b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 2) The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 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 enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5) The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 13 weeks written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing — at any time.
- 6) This clause will be amended by any subsequent changes to the model clause in accordance with the Act.

21. Social Networking Media

- a) During working hours the Employee shall not access any Social Networking Media in any manner whatsoever unless directed to do so by the Employer.

- b) The Employee agrees that during their term of Employment outside of working hours they shall not at any time under any circumstances whatsoever, place, respond, provide or in any other manner cause information in relation to the employer's business (or that of any related entity) or other confidential information to become published via Social Networking Media. This includes but is not limited to conversations that take place about their employment and during their employment that are provided to a third party that results in the publication on Social Networking Media.
- c) Social Networking Media means the following and may be changed as notified by the Employer to the Employee from time to time:
 - i) Facebook - www.facebook.com.au
 - ii) Twitter - www.twitter.com
 - iii) MySpace - www.myspace.com
 - iv) Instagram – www.instagram.com
 - v) YouTube - www.youtube.com
 - vi) All other Internet sites whose function provides for social networking.

22. Signatories

Signed for and on behalf of Protech Managed Project Services Pty Ltd by:



Marc Meili

Managing Director

Date: 21/09/15



Witness

Toni Faulkner

Name

4 Glenyons Street, Marsden Q4132

Address of Witness

Signed for and on behalf of the Employees



NAME: BOYD IRVING

POSITION/AUTHORITY TO SIGN:
OPERATOR/Labour

Date: 22/9 / 2015



Witness

Chuck Withers

Name

7a Church St Victoria point

Address of Witness

APPENDIX 1 - Relevant Awards

Asphalt Industry Award 2010 [MA000054]
Black Coal Mining Industry Award 2010 [MA000001]
Building and Construction General On-site Award 2010 [MA000020]
Clerks - Private Sector Award 2010 [MA000002]
Concrete Products Award 2010 [MA000056]
Electrical, Electronic and Communications Contracting Award 2010 [MA000025]
Hydrocarbons Industry (Upstream) Award 2010 [MA000062]
Joinery and Building Trades Award 2010 [MA000029]
Manufacturing and Associated Industries and Occupations Award 2010 [MA000010]
Mining Industry Award 2010 [MA000011]
Oil Refining and Manufacturing Award 2010 [MA000072]
Plumbing and Fire Sprinklers Award 2010 [MA000036]
Quarrying Award 2010 [MA000037]
Rail Industry Award 2010 [MA000015]
Telecommunications Services Award 2010 [MA000041]

APPENDIX 2 – Full Time Rates

Asphalt Industry Award 2010 [MA00054] Minimum Wages

A full-time employee covered by the Asphalt Industry Award 2010 [MA00054] must be paid a minimum weekly rate for their classification as specified in the table below:

Classification	Initial Weekly Rate	Labour Hire Industry Payment Rate
Skill level 1	\$ 656.90	\$ 658.80
Skill level 2	\$ 695.40	\$ 697.30
Skill level 3	\$ 724.20	\$ 726.10
Skill level 4	\$ 765.00	\$ 766.90
Skill level 5	\$ 771.70	\$ 773.60

The classification structure and descriptors for the above classifications are contained in Schedule B—Classification Descriptors of the Asphalt Industry Award 2010 [MA00054].

Black Coal Mining Industry Award 2010 [MA000001] Minimum Wages

A full-time employee covered by the Black Coal Mining Industry Award 2010 [MA000001] must be paid the minimum Basic Weekly Rate for their classification as specified in the table below:

Classification - Production and Engineering Employees	Initial Weekly Rate	Labour Hire Industry Payment Rate
Mineworker - Induction Level 1	\$ 744.90	\$ 746.65
Mineworker - Induction Level 2	\$ 759.30	\$ 761.05
Mineworker - Training	\$ 759.30	\$ 761.05
Mineworker	\$ 811.70	\$ 813.45
Mineworker - Advanced	\$ 850.90	\$ 852.65
Mineworker - Specialised	\$ 938.40	\$ 940.15

Classification - Staff Employees	Initial Weekly Rate	Labour Hire Industry Payment Rate
Group A	\$ 798.50	\$ 800.25
Group B	\$ 821.30	\$ 823.05
Group C	\$ 842.30	\$ 844.05
Group D	\$ 855.30	\$ 857.05
Group E	\$ 872.60	\$ 874.35
Group F	\$ 881.00	\$ 882.75
Group G	\$ 927.50	\$ 929.25
Group H	\$ 938.40	\$ 940.15
Group I	\$ 952.90	\$ 954.65
Group J	\$ 965.80	\$ 967.55
Group K	\$ 987.60	\$ 989.35
Group L	\$ 1,011.70	\$ 1,013.45
Group M	\$ 1,051.80	\$ 1,053.55

The classification structure and descriptors for the above classifications are contained in Schedule A—Production and Engineering Employees and Schedule B—Staff Employees of the Black Coal Mining Industry Award 2010 [MA000001].

Building and Construction General On-site Award 2010 [MA00020] Minimum Wages

An adult employee within a level specified in the following table will be paid not less than the rate per week assigned to the appropriate classification, as defined in Schedule B—Classification Definitions of the Building and Construction General On-site Award 2010 [MA00020], in which such an employee is working:

Classification Level	Initial Weekly Rate	Initial Hourly Rate	Labour Hire Industry Payment Weekly Rate	Labour Hire Industry Payment Hourly Rate
Level 9 (ECW 9)	\$ 894.80	\$ 23.55	\$ 896.80	\$ 23.60
Level 8 (CW/ECW 8)	\$ 879.30	\$ 23.14	\$ 881.22	\$ 23.19
Level 7 (CW/ECW 7)	\$ 858.60	\$ 22.59	\$ 860.32	\$ 22.64
Level 6 (CW/ECW 6)	\$ 834.70	\$ 21.97	\$ 836.76	\$ 22.02
Level 5 (CW/ECW 5)	\$ 813.00	\$ 21.39	\$ 814.72	\$ 21.44
Level 4 (CW/ECW 4)	\$ 788.90	\$ 20.76	\$ 790.78	\$ 20.81
Level 3 (CW/ECW 3)	\$ 764.90	\$ 20.13	\$ 766.84	\$ 20.18
Level 2 (CW/ECW 2)	\$ 743.20	\$ 19.56	\$ 745.18	\$ 19.61
Level 1 (CW/ECW 1):				
CW/ECW 1 (level d)	\$ 728.00	\$ 19.16	\$ 729.98	\$ 19.21
CW/ECW 1 (level c)	\$ 714.60	\$ 18.81	\$ 716.68	\$ 18.86
CW/ECW 1 (level b)	\$ 704.70	\$ 18.54	\$ 706.42	\$ 18.59
CW/ECW1 (level a)	\$ 690.40	\$ 18.17	\$ 692.36	\$ 18.22

(a) The rates in prescribe minimum classification rates only for adult employees covered by Building and Construction General On-site Award 2010 [MA00020]. The payment of additional allowances is required by other clauses of this award in respect of both weekly and hourly payments.

(b) CW refers to construction workers in the general building and construction and civil construction sectors. ECW refers to engineering construction workers in the metal and engineering construction sector.

Clerks—Private Sector Award 2010 [MA00002] Minimum Wages

All employees covered by the Clerks—Private Sector Award 2010 [MA00002] must be classified according to the structure set out in Schedule B—Classifications of the Clerks—Private Sector Award 2010 [MA00002] and paid the minimum wage specified in the following table:

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Level 1—Year 1	\$ 698.40	\$ 700.30
Level 1—Year 2	\$ 733.00	\$ 734.90
Level 1—Year 3	\$ 756.00	\$ 757.90
Level 2—Year 1	\$ 764.90	\$ 766.80
Level 2—Year 2	\$ 779.10	\$ 781.00
Level 3	\$ 807.90	\$ 809.80
Call centre principal customer contact specialist	\$ 813.60	\$ 815.50
Level 4	\$ 848.30	\$ 850.20
Level 5	\$ 882.80	\$ 884.70
Call centre technical associate	\$ 967.00	\$ 968.90

Concrete Products Award 2010 [MA000056] Minimum Wages

A full-time employee covered by the Concrete Products Award 2010 [MA000056] must be paid a minimum weekly rate for their classification as set out in the table below:

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Level 1	\$ 656.90	\$ 658.80
Level 2	\$ 675.80	\$ 677.70
Level 3	\$ 701.80	\$ 703.70
Level 4	\$ 725.90	\$ 727.80
Level 5	\$ 764.90	\$ 766.80

All employees covered by the Concrete Products Award 2010 [MA000056] must be classified according to the structure set out in Schedule B—Classifications of the Concrete Products Award 2010 [MA000056].

Electrical, Electronic and Communications Contracting Award 2010 [MA000025] Minimum Wages

The classifications and minimum wages for an employee, other than an apprentice, covered by the Electrical, Electronic and Communications Contracting Award 2010 [MA000025] are set out in the following table:

Classification level	Initial Weekly Rate	Initial Hourly Rate	Labour Hire Industry Payment Weekly Rate	Labour Hire Industry Payment Hourly Rate
Electrical worker grade 1	\$ 666.40	\$ 17.54	\$ 668.42	\$ 17.59
Electrical worker grade 2	\$ 690.10	\$ 18.16	\$ 691.98	\$ 18.21
Electrical worker grade 3	\$ 714.40	\$ 18.80	\$ 716.30	\$ 18.85
Electrical worker grade 4	\$ 738.40	\$ 19.43	\$ 740.24	\$ 19.48
Electrical worker grade 5	\$ 764.90	\$ 20.13	\$ 766.84	\$ 20.18
Electrical worker grade 6	\$ 788.80	\$ 20.76	\$ 790.78	\$ 20.81
Electrical worker grade 7	\$ 834.60	\$ 21.96	\$ 836.38	\$ 22.01
Electrical worker grade 8	\$ 876.90	\$ 23.08	\$ 878.94	\$ 23.13
Electrical worker grade 9	\$ 894.80	\$ 23.55	\$ 896.80	\$ 23.60
Electrical worker grade 10	\$ 966.90	\$ 25.44	\$ 968.62	\$ 25.49

The definitions of the classification levels for the Electrical, Electronic and Communications Contracting Award 2010 [MA000025] are contained in Schedule B—Classification Definitions of the Electrical, Electronic and Communications Contracting Award 2010 [MA000025].

Hydrocarbons Industry (Upstream) Award 2010 [MA000062] Minimum Wages

A full-time adult employee cover by the Hydrocarbons Industry (Upstream) Award 2010 [MA000062] must be paid a minimum weekly rate for their classification as set out in the table below:

Level	Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Entry Level	Introductory	\$ 681.10	\$ 683.00
Level 1	Basic	\$ 714.60	\$ 716.50
Level 2	Intermediate	\$ 742.20	\$ 744.10
Level 3	Competent	\$ 764.90	\$ 766.80
Level 4	Advanced	\$ 816.00	\$ 817.90
Level 5	Advanced Specialist	\$ 869.00	\$ 870.90
Level 6	Dual Trade	\$ 911.60	\$ 913.50
Level 7	Dual Trade Instrument Technician	\$ 948.60	\$ 950.50

The classifications under the Hydrocarbons Industry (Upstream) Award 2010 [MA000062] are set out in Schedule B—Classification and Structure of the Hydrocarbons Industry (Upstream) Award 2010 [MA000062].

Joinery and Building Trades Award 2010 [MA000029] Minimum Wages

The classifications and minimum wages for an employee covered by the Joinery and Building Trades Award 2010 [MA000029], other than an apprentice, trainee or employee receiving a supported wage, are set out in the following table:

Classifications	Initial Weekly Rate	Initial Hourly Rate	Labour Hire Industry Payment Weekly Rate	Labour Hire Industry Payment Hourly Rate
Level 1	\$ 656.90	\$ 17.29	\$ 658.92	\$ 17.34
Level 2	\$ 675.90	\$ 17.79	\$ 677.92	\$ 17.84
Level 3	\$ 701.80	\$ 18.47	\$ 703.76	\$ 18.52
Level 4	\$ 725.90	\$ 19.10	\$ 727.70	\$ 19.15
Level 5	\$ 764.90	\$ 20.13	\$ 766.84	\$ 20.18
Level 6	\$ 788.80	\$ 20.76	\$ 790.78	\$ 20.81
Level 7	\$ 812.80	\$ 21.39	\$ 814.72	\$ 21.44

The classification definitions for an employee covered by the Joinery and Building Trades Award 2010 [MA000029] are set out in Schedule B—Classification Structure and Definitions of the Joinery and Building Trades Award 2010 [MA000029].

Manufacturing and Associated Industries and Occupations Award 2010 [MA000010] Minimum Wages

The classifications and minimum wages for an adult employee covered by the Manufacturing and Associated Industries and Occupations Award 2010 [MA000010], other than an apprentice, trainee, employee receiving a supported wage, Supervisor/Trainer/Coordinator—Levels I and II or Supervisor/Trainer/Coordinator—Technical, are set out in the following table

Classification level	Initial Weekly Rate	Initial Hourly Rate	Labour Hire Industry Payment Weekly Rate	Labour Hire Industry Payment Hourly Rate
C14	\$ 656.90	\$ 17.29	\$ 658.92	\$ 17.34
C13	\$ 675.90	\$ 17.79	\$ 677.92	\$ 17.84
C12	\$ 701.80	\$ 18.47	\$ 703.76	\$ 18.52
C11	\$ 725.90	\$ 19.10	\$ 727.70	\$ 19.15
C10	\$ 764.90	\$ 20.13	\$ 766.84	\$ 20.18
C9	\$ 788.80	\$ 20.76	\$ 790.78	\$ 20.81
C8	\$ 812.80	\$ 21.39	\$ 814.72	\$ 21.44
C7	\$ 834.60	\$ 21.96	\$ 836.38	\$ 22.01
C6	\$ 876.90	\$ 23.08	\$ 878.94	\$ 23.13
C5	\$ 894.80	\$ 23.55	\$ 896.80	\$ 23.60
C4	\$ 918.80	\$ 24.18	\$ 920.74	\$ 24.23
C3	\$ 966.90	\$ 25.44	\$ 968.62	\$ 25.49
C2(a)	\$ 991.00	\$ 26.08	\$ 992.94	\$ 26.13
C2(b)	\$ 1,034.30	\$ 27.22	\$ 1,036.26	\$ 27.27

The classification definitions for an employee covered by the Manufacturing and Associated Industries and Occupations Award 2010 [MA000010] are set out in Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 [MA000010].

Mining Industry Award 2010 [MA000011] Minimum Wages

A full-time adult employee covered by the Mining Industry Award 2010 [MA000011] must be paid a minimum weekly rate for their classification as set out in the table below:

Level	Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Entry Level	Introductory	\$ 681.10	\$ 683.00
Level 1	Basic	\$ 714.60	\$ 716.50
Level 2	Intermediate	\$ 742.20	\$ 744.10
Level 3	Competent	\$ 764.90	\$ 766.80
Level 4	Advanced	\$ 816.00	\$ 817.90
Level 5	Advanced specialist	\$ 869.00	\$ 870.90
Level 6	Dual Trade	\$ 911.60	\$ 913.50
Level 7	Dual Trade Instrumentation	\$ 948.60	\$ 950.50

The classification definitions for an employee covered by the Mining Industry Award 2010 [MA000011] are set out in Schedule B—Classification and Structure of the Mining Industry Award 2010 [MA000011].

Oil Refining and Manufacturing Award 2010 [MA000072] Minimum Wages

A full-time adult employee covered by the Oil Refining and Manufacturing Award 2010 [MA000072] must be paid a minimum weekly rate for their classification as set out in the following table:

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Refinery operations		
Trainee operator (level 1)	\$ 671.70	\$ 673.45
Outside operator (level 2)	\$ 730.30	\$ 732.05
Advanced outside operator (level 3)	\$ 792.90	\$ 794.65
Console operator (level 4)	\$ 882.20	\$ 883.95
Head operator (level 5)	\$ 952.10	\$ 953.85
Lubricants/bitumen plants and terminals		
Trainee (level 1)	\$ 656.90	\$ 658.65
Operator (competent) (level 2)	\$ 696.30	\$ 698.05
Operator (advanced) (level 3)	\$ 728.50	\$ 730.25
Specialist blender (level 4)	\$ 760.40	\$ 762.15
Head operator (level 5)	\$ 792.30	\$ 794.05
Maintenance		
Tradesperson	\$ 764.90	\$ 766.65
Advanced tradesperson	\$ 816.00	\$ 817.75
Dual trade tradesperson	\$ 875.10	\$ 876.85
Maintenance co-ordinator	\$ 911.70	\$ 913.45
Clerical		
Level 1—Year 1	\$ 698.40	\$ 700.15
Level 1—Year 2	\$ 733.00	\$ 734.75
Level 1—Year 3	\$ 756.00	\$ 757.75
Level 2—Year 1	\$ 764.90	\$ 766.65
Level 2—Year 2	\$ 779.10	\$ 780.85
Level 3	\$ 807.90	\$ 809.65
Level 4	\$ 848.30	\$ 850.05
Level 5	\$ 882.80	\$ 884.55

The classification definitions for an employee covered by the Oil Refining and Manufacturing Award 2010 [MA000072] are set out in Schedule B—Classification and Structure of the Oil Refining and Manufacturing Award 2010 [MA000072].

Plumbing and Fire Sprinklers Award 2010 [MA000036] Minimum Wages

An adult employee, covered by the Plumbing and Fire Sprinklers Award 2010 [MA000036] within a level specified in the following table must be paid not less than the rate per week assigned to the classification, as defined in Schedule B—Classification Definitions of the Plumbing and Fire Sprinklers Award 2010 [MA000036], for the area in which such employee is working.

Classification	Initial Weekly Rate	Initial Hourly Rate	Labour Hire Industry Payment Weekly Rate	Labour Hire Industry Payment Hourly Rate
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(a) (new entrant in the industry)	\$ 690.50	\$ 18.17	\$ 692.36	\$ 18.22
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(b) (after three months in the industry)	\$ 704.80	\$ 18.55	\$ 706.80	\$ 18.60
Plumbing and mechanical services worker/Sprinkler fitting worker Level 1(c) (after 12 months in the industry)	\$ 714.60	\$ 18.81	\$ 716.68	\$ 18.86
Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d))	\$ 725.90	\$ 19.10	\$ 727.70	\$ 19.15
Plumbing and mechanical services worker/Sprinkler fitting worker Level 2	\$ 764.90	\$ 20.13	\$ 766.84	\$ 20.18
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1	\$ 764.90	\$ 20.13	\$ 766.84	\$ 20.18
Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2	\$ 788.80	\$ 20.76	\$ 790.78	\$ 20.81
Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 1	\$ 812.80	\$ 21.39	\$ 814.72	\$ 21.44
Plumbing and mechanical services tradesperson—special class/Sprinkler fitter tradesperson special class Level 2	\$ 834.60	\$ 21.96	\$ 836.38	\$ 22.01
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 1	\$ 858.60	\$ 22.59	\$ 860.32	\$ 22.64
Advanced plumbing and mechanical services tradesperson/Advanced sprinkler fitter tradesperson Level 2	\$ 876.90	\$ 23.08	\$ 878.94	\$ 23.13

Quarrying Award 2010 [MA000037] Minimum Wages

A full-time employee covered by the Quarrying Award 2010 [MA000037] must be paid a minimum weekly rate for their classification as set out in the table below:

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Grade 1	\$ 656.90	\$ 658.80
Grade 2	\$ 675.40	\$ 677.30
Grade 3	\$ 720.90	\$ 722.80
Grade 4	\$ 742.40	\$ 744.30
Grade 5	\$ 764.90	\$ 766.80
Grade 6	\$ 788.40	\$ 790.30

All employees covered by the Quarrying Award 2010 [MA000037] must be classified according to the structure set out in Schedule B—Classification Descriptors of the Quarrying Award 2010 [MA000037].

Rail Industry Award 2010 [MA000015] Minimum Wages

A full-time adult employee covered by the Rail Industry Award 2010 [MA000015] must be paid a minimum weekly rate as set out below:

Clerical, Administration and Professional (C.A.P.)		Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Level 1	Rail Worker (C.A.P.)	\$ 692.60	\$ 694.50
Level 2	Rail Worker (C.A.P.)	\$ 750.20	\$ 752.10
Level 3	Rail Worker (C.A.P.)	\$ 779.10	\$ 781.00
Level 4	Rail Worker (C.A.P.)	\$ 813.60	\$ 815.50
Level 5	Rail Worker (C.A.P.)	\$ 882.80	\$ 884.70
Level 6	Rail Worker (C.A.P.)	\$ 946.20	\$ 948.10
Level 7	Rail Worker (C.A.P.)	\$ 1,003.80	\$ 1,005.70
Level 8	Rail Worker (C.A.P.)	\$ 1,130.60	\$ 1,132.50
Level 9	Rail Worker (C.A.P.)	\$ 1,355.40	\$ 1,357.30

Operations (Op)		Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Level 1	Rail Worker (Op)	\$ 656.90	\$ 658.80
Level 2	Rail Worker (Op)	\$ 698.40	\$ 700.30
Level 3	Rail Worker (Op)	\$ 773.40	\$ 775.30
Level 4	Rail Worker (Op)	\$ 848.30	\$ 850.20
Level 5	Rail Worker (Op)	\$ 929.00	\$ 930.90
Level 6	Rail Worker (Op)	\$ 993.00	\$ 994.90

Technical and Civil Infrastructure (T.C.I.)		Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Level 1	Rail Worker (T.C.I.)	\$ 675.50	\$ 677.40
Level 2	Rail Worker (T.C.I.)	\$ 701.70	\$ 703.60
Level 3	Rail Worker (T.C.I.)	\$ 725.80	\$ 727.70
Level 4	Rail Worker (T.C.I.)	\$ 764.90	\$ 766.80
Level 5	Rail Worker (T.C.I.)	\$ 798.80	\$ 800.70
Level 6	Rail Worker (T.C.I.)	\$ 834.40	\$ 836.30
Level 7	Rail Worker (T.C.I.)	\$ 900.20	\$ 902.10

The classification definitions of employees covered by the Rail Industry Award 2010 [MA000015] are set out in Schedule A—Classification Definitions of the Rail Industry Award 2010 [MA000015].

Telecommunications Services Award 2010 [MA000041] Minimum Wages

A full-time adult employee, covered by the Telecommunications Services Award 2010 [MA000041], must be paid a minimum weekly rate for their classification as set out in the tables below:

Customer Contact Stream

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Customer Contact Trainee	\$ 701.80	\$ 703.70
Customer Contact Officer Level 1	\$ 725.90	\$ 727.80
Customer Contact Officer Level 2	\$ 764.90	\$ 766.80
Principal Customer Contact Specialist	\$ 806.00	\$ 807.90
Customer Contact Team Leader	\$ 834.60	\$ 836.50
Principal Customer Contact Leader	\$ 894.80	\$ 896.70

Clerical and Administrative Stream

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Clerical and Administration Level 1	\$ 701.80	\$ 703.70
Clerical and Administration Level 2	\$ 725.90	\$ 727.80
Clerical and Administration Level 3	\$ 764.90	\$ 766.80
Clerical and Administration Level 4	\$ 834.60	\$ 836.50
Clerical and Administration Level 5	\$ 894.80	\$ 896.70

Technical Stream

Classification	Initial Weekly Rate	Labour Hire Industry Payment Weekly Rate
Telecommunications Trainee	\$ 701.80	\$ 703.70
Telecommunications Technical Employee	\$ 764.90	\$ 766.80
Telecommunications Technician	\$ 812.10	\$ 814.00
Advanced Telecommunications Technician	\$ 834.60	\$ 836.50
Principal Telecommunications Technician	\$ 894.80	\$ 896.70
Telecommunications Associate	\$ 966.90	\$ 968.80

The classification structure and descriptions for the above table classifications are contained in Schedule B—Classification Structure and Definitions of the Telecommunications Services Award 2010 [MA000041].

Commissioner Roe
Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

Wednesday, 7 October 2015

Dear Commissioner Roe,

AG2015/5075 – Protech Managed Project Services On-Hire Employee Enterprise Agreement

We provide the following undertaking in relation to our application for Agreement Approval AG2015/5075 – Protech Managed Services On-Hire Employee Enterprise Agreement:

Clause 6

Insert new clause:

6 c) Nothing in this clause prevents an Employee, upon achieving 6 months of regular and systematic casual service, from requesting in writing that the Employer convert their employment to permanency. The Employer will make its all reasonable efforts to accommodate such a request. Where despite their efforts, the Employer is unable to satisfy such a request, the Employer will provide the Employee with reasons.

Clause 7

Delete

Clause 12

Delete

Clause 10 b)

Delete

Clause 14 f)

Replace with:

14 f) The Employer confirms that where a dispute remains unresolved, the Employer and Employee will agree on an independent mediator to mediate the dispute. If the Employer and Employee cannot agree on an independent mediator, the Fair Work Commission will be appointed to mediate the dispute. Any mediated outcome must be consistent with any Construction Code or legislation that may apply at the State or Federal level including the Building and Construction Industry (Fair and Lawful Building Sites) Code 2014, or its successor.

Clause 15 b)

Replace with:

15 b) An Employee's classification for each assignment will be based on skills required for the particular role and not skills or qualifications the Employee may possess, provided that where the provisions of the relevant Award provide otherwise, the Award will apply.

Clause 15 c)

Insert new clause:

15 c) Nothing in this provision shall affect the continuity of employment for any purposes including for the purposes of unfair dismissal or any other rights which may arise through the Fair Work Act, the Relevant Award, Long Service Leave or Superannuation legislation.

Clause 15 f)

The last sentence of this clause is deleted.

Clause 16 b)

Replace with:

16 b) Where an Employee is placed on an assignment and the Employer pays the Employee more in wages or allowances than is required in this Agreement (the Higher Rate of Pay), the Higher Rate of Pay will be received by the Employee in satisfaction of any and/or all wages, penalties and allowances which might otherwise apply to the Employee under this Agreement, to the extent to which the Higher Rate of Pay exceeds the ordinary rate of wages and / or allowances otherwise payable to the Employee. The total payment to the Employee will not be less than that which the Employee would have received under this Agreement (which incorporates the relevant Award by virtue of clause 5). Where the Employer relies on this clause, the Employer must outline its calculations comparing the Higher Rate of Pay to the Employee's entitlement to wages, penalties and allowances under the Agreement in writing and showing how the Higher Rate of Pay ensures that the Employee is receiving no less than the Employee would otherwise have received under this Agreement.

Clause 18

Insert new clause:

18 a) iii) Subclauses 18 a) i) and 18 a) ii) are subject to the requirements of the Fair Work Act 2009 (or its successor) or the relevant Award as it may apply.

Clause 21

Delete and Replace with:

21 The Employee agrees that during their term of employment outside of working hours they shall not post anything on social media that could bring the Employer (including its employees, staff, customers or suppliers) into ill repute.

Yours sincerely,



Marc Meili
Managing Director

T: 07 3440 2800
E: marc.meili@protech.com.au

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.