



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Protech Group (Aust) Pty Ltd
(AG2020/1619)

PROTECH ON-HIRE EMPLOYEE AGREEMENT 2020

Manufacturing and associated industries

COMMISSIONER WILLIAMS

PERTH, 30 JUNE 2020

Application for approval of the Protech On-Hire Employee Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Protech On-Hire Employee Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Protech Group (Aust) Pty Ltd. The Agreement is a single-enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 July 2020. The nominal expiry date of the Agreement is 29 June 2024.



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Protech On-Hire
Employee Agreement
2020

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1 Title

1.1 This will be called the *Protech On-Hire Employee Agreement 2020* (the Agreement).

2 Scope of this Agreement and Parties Covered

2.1 The parties to this Agreement are:

2.1.1 Protech Group (Aust) Pty Ltd (ACN 163 904 694) and the subsidiaries listed at clause 2.2 (the Company); and

2.1.2 All On-Hire Employees who are employed by the Company:

- i. Throughout all States and Territories of Australia; and
- ii. Whose employment would have been otherwise covered by the classifications outlined in the Modern Awards listed in Appendix 1.

2.2 The subsidiaries are:

2.2.1 Protech Personnel Pty Ltd ACN 117 782 466;

2.2.2 Protech Personnel (NSW) Pty Ltd ACN 124 060 466;

2.2.3 Protech Personnel (NQ) Pty Ltd ACN 145 085 070;

2.2.4 Protech Personnel (NT) Pty Ltd ACN 159 227 326;

2.2.5 Protech Personnel (WA) Pty Ltd ACN 155 223 537;

2.2.6 Protech Personnel (VIC) Pty Ltd ACN 149 736 498; and

2.2.7 Protech Personnel (SA) Pty Ltd ACN 156 026 489.

2.3 This Agreement applies to and is binding on the Company in relation to its On-Hire Employees employed in the classifications outlined in the Modern Awards listed in Appendix 1, across all of its operations within Australia provided that this Agreement excludes On-Hire Employees engaged in Victoria in any classifications specified in the National Electrical, Electronic and Communications Contracting Industry Award 1998, who are engaged to perform the maintenance, installation, relocation and/or modification of machines, which will include electrical work limited to tasks incidental to the performance of the primary task, including shutdown work; On-Hire Employees engaged in Queensland as a plumbing apprentice and On-Hire Employees covered by the following Agreements:

2.3.1 *Protech Working Recruitment and CEPU – Plumbing Division (Vic) Labour Hire Enterprise Agreement 2011-2015 (AG2012/9730)*;

2.3.2 *AMWU and Protech Personnel (Vic) P/L Site Specific (Yarra Trams) Metals Labour Hire Agreement 2019-2023 (AG2019/4443)*; and

2.3.3 *AMWU and Protech Personnel (Vic) P/L Site Specific (Downer Rail) Metals Labour Hire Agreement 2019-2023 (AG2019/4297)*; and

2.3.4 *AMWU and Protech Personnel (VIC) Pty LTD Metals Labour Hire Greenfields Agreement 2013 – 2016 (AG2014/6259).*

3 Duration of Agreement

- 3.1 This Agreement commences operation 7 days after approval by the Fair Work Commission (FWC).
- 3.2 The Agreement will have a nominal expiry of four (4) years after the approval notice is issued by the FWC.

4 Scope and Intent

- 4.1 This Agreement incorporates the Modern Awards as specified in Appendix 1, which would otherwise apply to the On-Hire Employee. The 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 Agreement or Modern Award is inconsistent with the NES, the NES should apply.
- 4.2 Where this Agreement is completely silent on a term in the Modern Award, the Modern Award will apply.
- 4.3 The rates of pay, terms and conditions in this Agreement represent the minimum that will be paid to an On-Hire Employee. The Company may pay On-Hire 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.
- 4.4 Where necessary due to the scope and complexity of specific projects, the Company and its On-Hire Employees may seek to establish a separate project specific employment agreement at the sole discretion of the Company.

5 Definitions

“The Act” shall mean the *Fair Work Act 2009 (Cth)* as amended from time to time.

“Agreement” shall mean the *Protech On-Hire Employee Agreement 2020*.

“Casual On-Hire Employee” shall mean an On-Hire Employee who has no guarantee of ongoing or continued work with the Company and is not eligible for paid leave entitlements under this Agreement. A Casual On-Hire Employee/s is entitled to a minimum payment of four (4) hours work per engagement. Casual On-Hire Employees will be paid a 25% casual loading which is in lieu of all paid leave entitlements (annual leave, annual leave loading, personal leave, paid community service leave, notice of termination, public holidays not worked and redundancy entitlements).

“Client” shall mean any client of the Company to who Employees are on-hired to from time to time.

“The Company” shall mean Protech Group (Aust) Pty Ltd (ACN 163 904 694) and its subsidiaries listed in clause 2.2.

“Fair Work National Minimum Wage Order” Each national minimum wage order made in an annual wage review comes into operation on 1 July in the next financial year, and continues in operation until the next national minimum wage order comes into operation.

“Full time On-Hire Employees” shall mean an On-Hire Employee who has been notified in writing of their full time employment status prior to commencement. A full time On-Hire Employee shall work an average of no less than thirty eight (38) ordinary hours per week over a rostered cycle. A full time On-Hire Employee will accrue annual leave and personal leave and will not be entitled to the 25% casual loading.

“FWC” shall mean the Fair Work Commission or any other body that replaces it.

“Modern 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 4, as varied from time to time.

“NES” shall mean National Employment Standards, as varied from time to time.

“Ordinary hours of work” shall mean a maximum of 38 hours per week.

“On-Hire Employees” shall mean all Company On-Hire employees who are placed on assignment with a Client of the Company and are covered by this Agreement.

“Part time On-Hire Employee” shall mean an On-Hire Employee who has been notified in writing of their part time employment status prior to commencement. A part time On-Hire Employee works an average of less than thirty eight (38) ordinary hours per week and the On-Hire Employee has predictable hours of work. Part time On-Hire Employees shall receive a pro rata, equivalent pay and conditions to those full time On-Hire Employees.

“PPE” shall mean personal protective equipment.

“RDO” shall mean a rostered day off.

6 Types of Employment

6.1 On-Hire Employees under this Agreement will be employed in one of the following categories of employment:

- 6.1.1 Casual On-Hire Employee;
- 6.1.2 Full Time On-Hire Employee;
- 6.1.3 Part Time On-Hire Employee;
- 6.1.4 On-Hire Employees engaged for a specific project/site/assignment or workplace related task.

6.2 At the time of the On-Hire Employees engagement, the Company will inform each On-Hire Employee in writing of their status and anticipated term of their engagement.

6.3 Casual Employment

- 6.3.1 A Casual On-Hire Employee is one engaged and paid as such.
- 6.3.2 A Casual On-Hire Employee will be paid the hourly rate of pay for the relevant classification as outlined in this agreement, in addition to a loading of 25% calculated on the ordinary rate of pay.
- 6.3.3 The Casual loading is in lieu of:
 - i. Annual Leave and Leave Loading entitlements;
 - ii. Personal Leave entitlements;
 - iii. Notice of Termination requirements;
 - iv. Redundancy entitlements; and
 - v. Other entitlements not applicable to Casual On-Hire Employee.
- 6.3.4 For the avoidance of doubt, casual loading is paid in lieu of entitlements, which do not apply to Casual On-Hire Employees, having regard for the National Employment Standards.
- 6.3.5 The minimum engagement for a Casual On-Hire Employee working ordinary hours will be four (4) hours on any one day that the On-Hire Employee is placed on assignment.

6.4 Casual Conversion

- 6.4.1 An On-Hire Employee engaged by the Company as a Casual On-Hire Employee, other than an irregular Casual On-Hire Employee, who has been engaged for a sequence of periods of employment under this Agreement during a period of six (6) months may request that their employment be converted to full time or part time employment.
- 6.4.2 An irregular Casual On-Hire Employee is a Casual On-Hire Employee who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 6.4.3 Any request made by the On-Hire Employee under clause 6.4 must be in writing and provided to the employer.
- 6.4.4 Where a Casual On-Hire Employee seeks to convert to full time or part time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds.
- 6.4.5 Where the Company refuses a Casual On-Hire Employee's request to convert, the employer must provide the Casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- 6.4.6 Where it is agreed that a Casual On-Hire Employee will have their employment converted to full time or part time employment as provided for in this clause, the Company and On-Hire Employee must discuss and record in writing:
 - i. the form of employment to which the On-Hire Employee will convert – that is, full time or part time employment;
 - ii. if it is agreed that the On-Hire Employee will become a part time On-Hire

- Employee, the number of hours and the pattern of hours that will be worked, as set out in clause 7.6; and
- iii. the date upon which the conversion will take effect.

- 6.4.7 Nothing in this clause obliges a regular Casual On-Hire Employee to convert to full time or part time employment, nor permits the Company to require a regular Casual On-Hire Employee to convert.
- 6.4.8 Nothing in this clause requires the Company to increase the hours of a regular Casual On-Hire Employee seeking conversion to full time or part time employment.
- 6.4.9 Once a Casual On-Hire Employee has elected to become and has been converted to a full time or part time On-Hire Employee, the On-Hire Employee may only revert to Casual employment by written agreement with the Company.
- 6.4.10 For the avoidance of doubt, this clause prevails and replaces the casual conversion clause of the incorporated award.

6.5 Full Time Employment

- 6.5.1 A full time On-Hire Employee works an average of thirty eight (38) ordinary hours per week.
- 6.5.2 A full time On-Hire Employee will accrue annual leave and personal leave and will not be entitled to the 25% casual loading.

6.6 Part Time Employment

- 6.6.1 A Part Time On-Hire Employee is employed to work an average of fewer than thirty eight (38) ordinary hours per week and has reasonably predictable hours of work.
- 6.6.2 For each ordinary hour worked, a part time On-Hire Employee will be paid no less than the ordinary time rate for the relevant classification and pro-rata entitlements for those hours. Part time On-Hire Employees will be informed of their ordinary hours of work and the starting and finishing times.
- 6.6.3 Before commencing as a part time On-Hire Employee the Company and the On-Hire Employee will agree in writing:
 - i. that the On-Hire Employee may work part time;
 - ii. the hours to be worked by the On-Hire Employee, the days upon which the hours will be worked and the commencing times for the work;
 - iii. the classification applying to the work to be performed by the On-Hire Employee; and
 - iv. the period of part time On-Hire employment.
- 6.6.4 The terms of the part time agreement may be varied, in writing, by consent.
- 6.6.5 A copy of the part time agreement and any variation to it will be provided to the On-Hire Employee by the Company.

- 6.6.6 A part time On-Hire Employee is entitled to accrue leave on a pro-rata basis. A part time On-Hire Employee will accrue pro-rata annual leave and pro-rata personal leave and will not be entitled to the 25% casual loading.

7 Additional Claims

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

8 Lawful directions

- 8.1 On-Hire Employees are required to 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 On-Hire Employee not be able to perform the assigned task for any reason whatsoever, it is the On-Hire Employee's duty to inform their Leading Hand/Supervisor or other appropriate person immediately.
- 8.2 Refusal to comply with any lawful and reasonable direction may result in disciplinary action, which may include the termination of employment.

9 Stand down

- 9.1 The Company has the right to withhold payment for any day that Employees cannot be usefully employed because of any:
- 9.1.1 industrial action (other than industrial action organised or engaged in by the Company); or
 - 9.1.2 a breakdown of equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - 9.1.3 force majeure, for which the Company cannot reasonably be held responsible; or
 - 9.1.4 any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible.
- 9.2 An On-Hire Employee who is stood down, may elect to use accrued annual leave entitlements or RDOs for such time.

10 Safety and Fitness for Work

- 10.1 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.
- 10.2 On-Hire Employees will not be allowed to enter or engage in work on a site or workplace if On-Hire Employees are, or are reasonably suspected to be, under the influence of, or affected by, alcohol or drugs.

- 10.3 The Company often operates in industries, which carry significant safety risks. An On-Hire Employee's health and wellbeing is an essential element of the Company's 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.
- 10.4 On-Hire 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 replaced 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 PPE will be worn whilst at the workplace. Employees will be required to comply with Company and/or Client policies and procedures. These policies and procedures are not a term of this Agreement, nor do they vest enforceable rights in the Employee, and are for the benefit of the Company only and do not give rise to any action against the Company in law, statute or equity.
- 10.5 The Company may require On-Hire Employees to undertake an independent evaluation to determine an Employee's safety and fitness for work at any time both prior to and during an assignment.
- 10.6 On-Hire Employees are required to notify the company of any additional paid or unpaid work undertaken during an On-Hire 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.

11 Disputes at Work

- 11.1 If a dispute relates to:
- 11.1.1 a matter arising under the agreement; or
 - 11.1.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 11.2 An On-Hire Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the On-Hire Employee or On-Hire Employees and relevant supervisors and/or management.
- 11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 11.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 11.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- 11.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

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

11.6.1 an On-Hire Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

11.6.2 an On-Hire Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:

- i. the work is not safe; or
- ii. applicable occupational health and safety legislation would not permit the work to be performed; or
- iii. the work is not appropriate for the On-Hire Employee to perform; or
- iv. there are other reasonable grounds for the On-Hire Employee to refuse to comply with the direction.

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

12 Assignments

12.1 At the commencement of each assignment, On-Hire Employees will receive a Letter of Engagement that will confirm the details of an On-Hire Employee's assignment including remuneration, together with any Market Arrangement that may apply in accordance with Clause 15.2, 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 On-Hire Employees of these changes as soon as possible.

12.2 An On-Hire 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. Nothing in the 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.

12.3 The Company does not control the length of any assignment with each shift constituting a discrete period of employment. 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 On-Hire Employee's attendance at its absolute discretion. When this occurs, the Company will undertake its best endeavours to offer On-Hire Employees

alternate assignments, where they are appropriate.

- 12.4 Where the Company is unable to offer On-Hire Employees an alternative assignment, despite its best endeavours, the Company reserves its right to discontinue an On-Hire Employee's employment.
- 12.5 Where a placement has reached an end, the Company confirms that an On-Hire Employee's registration remains active. On-Hire Employees are encouraged to contact a Company representative at the earliest convenience to update the On-Hire Employee's experience, skills and availability. On-Hire Employee's 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.
- 12.6 Where the position offered is a Casual position:
 - 12.6.1 On-Hire 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 On-Hire Employee's shift start time.
 - 12.6.2 Should On-Hire Employees not be able to make their shift, the On-Hire Employee must make every reasonable effort to notify the Company Representative prior to the scheduled start of shift, so other arrangements can be made.

13 Classifications

- 13.1 At the commencement of each assignment by way of Letter of Engagement, an On-Hire Employee will be assigned to a classification level based on skills, qualifications and experience of the role.
- 13.2 An On-Hire Employee's classification for each assignment will be based on skills required for the particular role and not skills or qualifications an On-Hire Employee may possess, provided that where the provisions of the Modern Award provide otherwise, the Award will apply.

14 Skills, Competency and Training

- 14.1 On-Hire Employees are required to perform work within their skill set, competency and training as required by the Company and/or Client. It is agreed that On-Hire Employees shall undertake all training as directed for the performance of work and the development of skills.
- 14.2 On-Hire Employees will be paid based on the skills needed to perform the duties of the role set out in their letter of engagement.

15 Wages

- 15.1 Wages

15.1.1 The rate of pay for On-Hire Employees are prescribed in Appendix 2 of this Agreement. On-Hire Employees are also entitled to allowances (except as specifically incorporated into the rates of pay as prescribed in Appendix 2), overtime and any other entitlements as set out in this Agreement. Rates shall be at least 1% higher than the Award.

15.2 Market Arrangements

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

15.2.2 In relation to clause 15.2.1 the Company commit to ensure the On-Hire Employee's rates will not fall below the minimum rates contained in the Agreement. Where an employee's considers that over a one month period they are not better off overall under this Agreement due to the implementation of clause 15.2, they may request a comparison of the wages received for that roster cycle under this Agreement and the wages they would otherwise have been provided with under the Award. Any shortfall in wages which would otherwise be payable under the Award will be paid to the Employee in the next pay period after the review is completed. If the Employee and Employer cannot reach agreement on the total amount, which should be paid by the operation of this clause, the Dispute Resolution Procedure in clause 11 of the Agreement will be followed.

15.3 Annual Review of Wages

15.3.1 The Company 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 by any over Award payments.

15.4 Payment of Wages

15.4.1 Payment of wages shall be by direct deposit/electronic funds transfer on a weekly or fortnightly basis to a bank account nominated by the On-Hire Employee. 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.

15.5 Market Rate Protection – Existing Employees

15.5.1 The Company commits to market rate protection for existing On-Hire Employees for the life of the Agreement. For the avoidance of doubt, the provisions of this clause will apply for the life of this Agreement, and, will only cease on the replacement or termination of the Agreement.

15.5.2 Where an On-Hire Employee is employed on a Letter of Engagement at the time

this Agreement is lodged with the Fair Work Commission, and where the On-Hire Employee is receiving over Agreement payments and/or market arrangements/conditions, the Company will guarantee the rate of pay contained in their Letter of Engagement consistent with the following provisions:

- i. The On-Hire Employee remains at the host Client site as identified in the Letter of Engagement;
- ii. The On-Hire Employee remains in the same classification;
- iii. The On-Hire Employee does not have a break in service;
- iv. The guarantee will cease to operate (i.e. the market rate protection) if an On-Hire Employee has a material change in their employment warranting a new Letter of Engagement, such as a substantive change in employment category, location/Client, change in classification or role type.

15.6 Deduction of Monies

15.6.1 Wages will be paid subject to the On-Hire Employees authorised deductions as agreed with the Company. The On-Hire Employee authorises the Company to deduct from their Wages (including leave and termination payments):

- i. All taxes, payable by law;
- ii. All identified and justified overpayments;

15.6.2 On-Hire Employees authorise the Company to deduct from any wages or entitlements payable or owing to the On-Hire Employee, any overpayments made in error by the Company to the On-Hire Employee upon the Company providing a written notification of an overpayment to the Employees last known home address, last known email address or current work address.

15.6.3 Overpayments will be deducted via reasonable amounts over a period up to 12 weeks unless otherwise agreed.

15.6.4 The Company commits to ensure the provision section 324 (1)(b) of the Act are followed regarding any prior attempt in the pursuit of deduction of any monies from its employees.

15.7 Underpayments

15.7.1 The Company commits that where there is an acknowledged underpayment that this will be rectified and paid to the affected On-Hire Employee as soon as possible and in the event that this cannot be achieved the maximum period will be the next pay period.

15.8 Work Clothing

15.8.1 Where the On-hire Employee terminates employment prior to serving a minimum of three months service the Company may recover the cost of the clothing provided from outstanding payments owing to the On-hire Employee. The On-hire Employee may elect to handback the clothing in lieu of a deduction if the Company agrees it is in serviceable condition and can be re-issued.

16 Superannuation

- 16.1 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.

17 Consultation

- 17.1 This clause applies if the Company:
- 17.1.1 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
 - 17.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 17.2 For a major change referred to in subclause 17.1.1:
- 17.2.1 the Employer must notify the relevant employees of the decision to introduce the major change; and
 - 17.2.2 subclauses 17.3 to 17.9 apply.
- 17.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 17.4 If:
- 17.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 17.4.2 the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 17.5 As soon as practicable after making its decision, the Company must:
- 17.5.1 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 Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 17.5.2 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.

17.5.3 Given the nature of the Company'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.

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

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

17.5.6 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 17.2.1., 17.3 and 17.5 are taken not to apply.

17.5.7 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

17.6 For a change referred to in paragraph 17.1.2:

17.6.1 the Company must notify the relevant Employees of the proposed change; and

17.6.2 subclauses 17.6.2 to 17.6.7 apply.

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

17.6.4 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.

17.6.5 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:
 - 17.6.5.ii.a all relevant information about the change, including the nature of the change; and
 - 17.6.5.ii.b information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - 17.6.5.ii.c information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - 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).
- 17.6.6 Given the nature of the Company’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.
- 17.6.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 17.6.8 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 17.6.9 In this term, “relevant Employees” means the Employees who may be affected by the major change.

18 Flexibility

- 18.1 The Company 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:
- 18.1.1 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
 - 18.1.2 the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph 18.1.1; and
 - 18.1.3 the arrangement is genuinely agreed to by the Company and employee.
- 18.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 18.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 18.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

- 18.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 18.3 The Company must ensure that the individual flexibility arrangement:
- 18.3.1 is in writing; and
 - 18.3.2 includes the name of the Company and employee; and
 - 18.3.3 is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 18.3.4 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
 - iv. states the day on which the arrangement commences.
- 18.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 18.5 The Company or employee may terminate the individual flexibility arrangement:
- 18.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 18.5.2 if the Company and employee agree in writing — at any time.

19 Company and site policies and protocols

- 19.1 The On-Hire Employees recognise that Company and client site policies, standards and protocols may be introduced from time to time. These policies, standards and protocols do not form part of this Agreement and shall not contradict the terms of this Agreement.
- 19.2 Where policies, standards and protocols are introduced, the On-Hire Employees agree to familiarise themselves and comply with the policies, standards and protocols.

20 Signatories

The parties recognise that each has a responsibility to ensure the successful operation of this Agreement.

The signatures below testify the fact that the Agreement has been approved by the On-Hire Employees who will be covered by the Agreement in accordance with the Fair Work Act 2009.

Signed for and on behalf of Protech Group (AUST) Pty Ltd by:

Name: Marc MEILI

Signature



Address 1/3466 Pacific Hwy, Springwood Q 4127

Position: Managing Director

Date 10/06/2020

Witness Name Natalie Stewart

Signature



Address 1/3466 Pacific Hwy, Springwood Q 4127

Date 10/06/2020

Signed for and on behalf of the employees of Protech Group (AUST) Pty Ltd by:

Printed Name COREY TRAE

Signature



Job Title OPERATOR

Address 15 MURPHY WAY WARRIBRO

Position: OPERATOR

Employee signing on behalf of the Employees covered by this agreement

Date 8/6/2020

Witness Name GREG BAMBRICK

Signature



Job Title BDM

Address 224 BALCATT A RD, BALCATT A SECT M.

Date 8/6/2020

APPENDIX 1 – Modern Awards

Asphalt Industry Award 2020 [MA000054]

Building and Construction General On-site Award 2010 [MA000020]

Cement, Lime and Quarrying Award 2020 [MA000055]

Electrical, Electronic and Communications Contracting Award 2010 [MA000025]

Local Government Industry Award 2010 [MA000112]

Local Government Industry Award 2020 [MA000112] (effective 29/05/2020)

Manufacturing and Associated Industries and Occupations Award 2010 [MA000010]

Manufacturing and Associated Industries and Occupations Award 2020 [MA000010] (effective 29/05/2020)

Plumbing and Fire Sprinklers Award 2010 [MA000036]

Road Transport and Distribution Award 2010 [MA000038]

APPENDIX 2 – Rates

Asphalt Industry Award 2020

Classification	Rates On Lodgement		
	Column A Weekly Hire weekly rate of pay including inclement weather allowance & industry allowance.	Column B Ordinary hourly rate of pay including inclement weather allowance & industry allowance.	Column C Casual hourly rate of pay including 25% casual loading & inclement weather allowance & industry allowance.
Skill Level 1	\$815.02	\$21.45	\$26.81
Skill Level 2	\$858.79	\$22.60	\$28.25
Skill Level 3	\$891.68	\$23.47	\$29.33
Skill Level 4	\$938.17	\$24.69	\$30.86
Skill Level 5	\$945.72	\$24.89	\$31.11

- i. The rates above are inclusive of the Inclement Weather Allowance and Industry Allowances.
- ii. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- iii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iv. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Building and Construction General On-site Award 2010

Classification	Rates On Lodgement		
	Column A Weekly Hire weekly rate of pay including special allowance & industry allowance	Column B Ordinary hourly rate of pay including special allowance & industry allowance.	Column C Casual hourly rate of pay including 25% casual loading & special allowance & industry allowance.
Level 9 (ECW 9)	\$1,059.29	\$27.88	\$34.85
Level 8 (CW/ECW 8)	\$1,041.63	\$27.41	\$34.26
Level 7 (CW/ECW 7)	\$1,017.89	\$26.79	\$33.48
Level 6 (CW/ECW 6)	\$990.64	\$26.07	\$32.59
Level 5 (CW/ECW 5)	\$966.02	\$25.42	\$31.78
Level 4 (CW/ECW 4)	\$938.52	\$24.70	\$30.87
Level 3 (CW/ECW 3)	\$911.16	\$23.98	\$29.97
Level 2 (CW/ECW 2)	\$886.58	\$23.33	\$29.16
Level 1 (CW/ECW 1):			
CW/ECW 1 (level d)	\$869.31	\$22.88	\$28.60
CW/ECW 1 (level c)	\$853.96	\$22.47	\$28.09
CW/ECW 1 (level b)	\$842.60	\$22.17	\$27.72
CW/ECW1 (level a)	\$826.37	\$21.75	\$27.18

- i. The rates above are inclusive of the Special Allowance and Industry Allowances.
- ii. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- iii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iv. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Cement, Lime and Quarrying Award 2020

Classification	Rates On Lodgement		
	Column A	Column B	Column C
	Weekly Hire weekly rate of pay including disability allowance & quarry industry allowance.	Ordinary hourly rate of pay including disability allowance & quarry industry allowance.	Casual hourly rate of pay including 25% casual loading & including disability allowance & quarry industry allowance.
Cement and Lime Industry - Level 1	\$811.66	\$21.36	\$26.70
Cement and Lime Industry - Level 2	\$850.95	\$22.39	\$27.99
Cement and Lime Industry - Level 3	\$875.89	\$23.05	\$28.81
Cement and Lime Industry - Level 4	\$892.86	\$23.50	\$29.37
Cement and Lime Industry - Level 5	\$909.42	\$23.93	\$29.92
Cement and Lime Industry - Level 6	\$934.57	\$24.59	\$30.74
Cement and Lime Industry - Level 7	\$961.34	\$25.30	\$31.62
Quarrying Industry - Grade 1	\$775.69	\$20.41	\$25.52
Quarrying Industry - Grade 2	\$796.70	\$20.97	\$26.21
Quarrying Industry - Grade 3	\$848.61	\$22.33	\$27.91
Quarrying Industry - Grade 4	\$873.05	\$22.98	\$28.72
Quarrying Industry - Grade 5	\$898.61	\$23.65	\$29.56
Quarrying Industry - Grade 6	\$925.37	\$24.35	\$30.44

- i. The rates above are inclusive of the Disability Allowance and Quarrying Industry allowance.
- ii. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- iii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iv. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Electrical, Electronic and Communications Contracting Award 2010

Classification	Rates On Lodgement			For clarity the all purpose allowances applicable to each classification
	Column A Weekly Hire weekly rate of pay including tool allowance, electricians licence allowance & industry allowance (where applicable).	Column B Ordinary hourly rate of pay including tool allowance, electricians licence allowance & industry allowance (where applicable).	Column C Casual hourly rate of pay including 25% casual loading including tool allowance, electricians licence allowance & industry allowance (where applicable).	
Electrical Worker Grade 1	\$791.25	\$20.82	\$26.03	Includes Industry Allowance
Electrical Worker Grade 2	\$818.31	\$21.53	\$26.92	Includes Industry Allowance
Electrical Worker Grade 3	\$845.79	\$22.26	\$27.82	Includes Industry Allowance
Electrical Worker Grade 4	\$873.26	\$22.98	\$28.73	Includes Industry Allowance
Electrical Worker Grade 5	\$953.97	\$25.10	\$31.38	Includes Industry, Tool, Electrician License Allowance
Electrical Worker Grade 6	\$981.24	\$25.82	\$32.28	Includes Industry, Tool, Electrician License Allowance
Electrical Worker Grade 7	\$1,033.35	\$27.19	\$33.99	Includes Industry, Tool, Electrician License Allowance
Electrical Worker Grade 8	\$1,081.53	\$28.46	\$35.58	Includes Industry, Tool, Electrician License Allowance
Electrical Worker Grade 9	\$1,101.93	\$29.00	\$36.25	Includes Industry, Tool, Electrician License Allowance
Electrical Worker Grade 10	\$1,184.15	\$31.16	\$38.96	Includes Industry, Tool, Electrician License Allowance

- i. The rates above are inclusive of the Industry Allowance, Tool Allowance and Electricians Licence Allowances (where applicable).
- ii. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- iii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iv. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Local Government Industry Award 2010, and

Local Government Industry Award 2020 (effective 29/05/2020)

Classification	Rates On Lodgement		
	Column A Weekly Hire weekly rate of pay	Column B Ordinary hourly rate of pay	Column C Casual hourly rate of pay including 25% casual loading
Level 1	\$ 799.92	\$ 21.05	\$ 26.31
Level 2	\$ 826.69	\$ 21.75	\$ 27.19
Level 3	\$ 858.50	\$ 22.59	\$ 28.24
Level 4	\$ 871.13	\$ 22.92	\$ 28.66
Level 5	\$ 925.77	\$ 24.36	\$ 30.45
Level 6	\$ 1,001.82	\$ 26.36	\$ 32.95
Level 7	\$ 1,019.09	\$ 26.82	\$ 33.52
Level 8	\$ 1,101.30	\$ 28.98	\$ 36.23
Level 9	\$ 1,178.06	\$ 31.00	\$ 38.75
Level 10	\$ 1,287.65	\$ 33.89	\$ 42.36
Level 11	\$ 1,451.98	\$ 38.21	\$ 47.76

- i. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- ii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iii. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Manufacturing and Associated Industries and Occupations Award 2010, and

Manufacturing and Associated Industries and Occupations Award 2020 (effective 29/05/2020)

Classification	Rates On Lodgement		
	Column A Weekly Hire weekly rate of pay	Column B Ordinary hourly rate of pay	Column C Casual hourly rate of pay including 25% casual loading
C14	\$ 748.21	\$ 19.69	\$ 24.61
C13	\$ 769.72	\$ 20.26	\$ 25.32
C12	\$ 799.21	\$ 21.03	\$ 26.29
C11	\$ 826.69	\$ 21.76	\$ 27.19
C10	\$ 871.13	\$ 22.92	\$ 28.66
C9	\$ 898.40	\$ 23.64	\$ 29.55
C8	\$ 925.77	\$ 24.36	\$ 30.45
C7	\$ 950.51	\$ 25.01	\$ 31.27
C6	\$ 998.69	\$ 26.28	\$ 32.85
C5	\$ 1,019.09	\$ 26.82	\$ 33.52
C4	\$ 1,046.46	\$ 27.54	\$ 34.42
C3	\$ 1,101.30	\$ 28.98	\$ 36.23
C2(a)	\$ 1,128.78	\$ 29.70	\$ 37.13
C2(b)	\$ 1,178.06	\$ 31.00	\$ 38.75

- i. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- ii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iii. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Plumbing and Fire Sprinklers Award 2010

Classification	Rates On Lodgement		
	Column A	Column B	Column C
	Weekly Hire weekly rate of pay including industry allowance, plumbing trades allowance, registration allowance and special fixed allowance	Ordinary hourly rate of pay including industry allowance, plumbing trades allowance, registration allowance and special fixed allowance	Casual hourly rate of pay including 25% casual loading & including industry allowance, plumbing trades allowance, registration allowance and special fixed allowance
Plumbing and mechanical services worker level 1(a) (new entrant)	\$826.49	\$21.75	\$27.19
Plumbing and mechanical services worker level 1(b) (after 3 months)	\$842.65	\$22.18	\$27.72
Plumbing and mechanical services worker level 1(c) (after 12 months)	\$853.97	\$22.47	\$28.09
Plumbing and mechanical services worker level 1(d) (fulfillment of requirements)	\$866.69	\$22.81	\$28.51
Plumbing and mechanical services worker level 2	\$937.27	\$24.66	\$30.83
Plumbing and mechanical services tradesperson level 1 - registered	\$937.27	\$24.66	\$30.83
Plumbing and mechanical services tradesperson level 1 - not registered	\$972.11	\$25.58	\$31.98

Plumbing and mechanical services tradesperson level 2 - registered	\$964.54	\$25.38	\$31.73
Plumbing and mechanical services tradesperson level 2 - not registered	\$999.38	\$26.30	\$32.87
Plumbing and mechanical services tradesperson - special class level 1- not registered	\$991.91	\$26.10	\$32.63
Plumbing and mechanical services tradesperson - special class level 1- registered	\$1,026.76	\$27.02	\$33.77
Plumbing and mechanical services tradesperson - special class level 2 - not registered	\$1,016.66	\$26.75	\$33.44
Plumbing and mechanical services tradesperson - special class level 2 - registered	\$1,051.50	\$27.67	\$34.59
Advanced plumbing and mechanical services tradesperson level 1 - not registered	\$1,044.03	\$27.47	\$34.34
Advanced plumbing and mechanical services tradesperson level 1 - registered	\$1,078.87	\$28.39	\$35.49
Advanced plumbing and mechanical services tradesperson level 2 - not registered	\$1,064.83	\$28.02	\$35.03
Advanced plumbing and mechanical services tradesperson level 2 - registered	\$1,099.68	\$28.94	\$36.17

- i. The rates above are inclusive of the Industry Allowance, Plumbing Trade Allowance, Registration Allowance, Special Fixed Allowance, Fire Sprinkler Trades Allowance (where applicable)
- ii. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- iii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iv. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

Road Transport and Distribution Award 2020

Classification	Rates On Lodgement		
	Column A Weekly Hire weekly rate of pay	Column B Ordinary hourly rate of pay	Column C Casual hourly rate of pay including 25% casual loading
Transport Worker Grade 1	\$792.45	\$20.85	\$26.07
Transport Worker Grade 2	\$812.34	\$21.38	\$26.72
Transport Worker Grade 3	\$822.34	\$21.64	\$27.05
Transport Worker Grade 4	\$837.49	\$22.04	\$27.55
Transport Worker Grade 5	\$848.00	\$22.32	\$27.89
Transport Worker Grade 6	\$857.69	\$22.57	\$28.21
Transport Worker Grade 7	\$870.22	\$22.90	\$28.63
Transport Worker Grade 8	\$895.47	\$23.56	\$29.46
Transport Worker Grade 9	\$910.52	\$23.96	\$29.95
Transport Worker Grade 10	\$933.04	\$24.55	\$30.69
Vehicle Distribution and/or Relocation Employees			
Transport Worker Grade 1	\$777.70	\$20.47	\$25.58
Transport Worker Grade 2	\$790.96	\$20.81	\$26.02
Transport Worker Grade 3	\$797.63	\$20.99	\$26.24

Transport Worker Grade 4	\$807.73	\$21.26	\$26.57
Transport Worker Grade 5	\$814.74	\$21.44	\$26.80
Transport Worker Grade 6	\$821.20	\$21.61	\$27.01
Transport Worker Grade 7	\$829.54	\$21.83	\$27.29
Transport Worker Grade 8	\$846.38	\$22.27	\$27.84
Transport Worker Grade 9	\$856.41	\$22.54	\$28.17
Transport Worker Grade 10	\$871.43	\$22.93	\$28.67

- i. The rates in Column A are for full-time weekly hire employees working a 38 hour (or averaged) ordinary week.
- ii. The rates in Column B shall be the rates used for part-time employees and in calculating the hourly rate for Casual On Hire employees for performing overtime work, weekend work and working on a public holiday.
- iii. The rates in Column C shall be the rates payable to casual employees for working ordinary hours.

APPENDIX 3 – Apprentices and Trainees

1. Definitions

“Act” means the relevant State or Territory vocational education and training legislation or any successor legislation:

- Australian Capital Territory: Training and Tertiary Education Act 2003;
- New South Wales: Apprenticeship and Traineeship Act 2001;
- Northern Territory: Training and Skills Development Act 2016;
- Queensland: Vocational Education and Training (Commonwealth Powers) Act 2012;
- South Australia: Training and Skills Development Act 2008;
- Tasmania: Vocational Education and Training (Commonwealth Powers) Act 2011;
- Victoria: Education and Training Reform Act 2006; or
- Western Australia: Vocational Education and Training Act 1996

“Adult Apprentice” means an Apprentice who is twenty-one years or over at the time of commencing the Apprenticeship or Traineeship.

“RTO” means Registered Training Organisation.

“School Based Apprenticeship or Traineeship” means a contract of training and paid employment where a school student’s timetable or curriculum reflects a combination of work, training and school study, which together lead to the award of a senior certificate or its equivalent, and progress towards, or the attainment of a vocational qualification.

“On-Hire Apprentice/Trainee” means an On-Hire Employee undertaking an Apprenticeship or Traineeship under a National Training Contract, while placed on an assignment for a Client of the Company.

“Traineeship” means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AFQ certificate level qualification.

“Training Contract/Plan” means an Agreement for an Apprenticeship/Traineeship made between the Company and an On-Hire Apprentice/Trainee, which is registered with the relevant State or Territory authority.

2. Probation Period/ Qualifying Period

2.1 All On-Hire Apprentice/Trainee’s shall be engaged on a six (6) month probation period/ qualifying period. Employment with the Company and continuation of the Training Contract is subject to the satisfactory completion of the full period. The probation period/ qualifying period only applies to new employees.

2.2 During the probation period/ qualifying period, the On-Hire Apprentice/Trainee’s work will be assessed on a regular basis by the Company and/or Client Supervisor. During the probation period/ qualifying period and where there is

sufficient evidence or reason the Company may terminate the employment of the On-Hire Apprentice/Trainee by providing one (1) weeks' notice.

2.3 The On-Hire Apprentice/Trainee during the probation period/ qualifying period may terminate their employment by providing one (1) weeks' notice or forfeit monies due to the amount equal to the amount that the employee would have received.

3. Type of Employment for On-Hire Apprentices/Trainees

3.1 All On-Hire Apprentice/Trainee's will be engaged on either a Full time or Part Time basis and will be notified in the Letter of Engagement of the type. All leave entitlements will be accrued pro-rata based on the number of hours worked or engaged in training during each discrete pay period.

3.2 On-Hire Employees engaged on a School based apprenticeship or traineeship will be paid a loading of 25% in lieu of:

- i. Annual Leave and Leave Loading entitlements;
- ii. Personal Leave entitlements;
- iii. Notice of Termination requirements;
- iv. payment for attendance at college; and
- v. Other entitlements not applicable to Casual On-Hire Employee.

3.3 The intention is to apply the incorporated Modern Award junior provisions to calculate the rate of pay for the On-Hire Apprentice/Trainee dependant up on which modern award is applicable for the apprenticeship/traineeship and level. Whichever, junior provisions are applicable, rates shall be at least 1% higher than the Award in line with Clause 15.1. Additionally, On-Hire Apprentices/Trainees are also entitled to allowances (except as specifically incorporated into the rates of pay as prescribed in Appendix 2), overtime and any other entitlements as set out in this Agreement.

3.4 Where an On-Hire Apprentice/Trainee converts from a previous training contract, whether fully or partially completed, they will receive credit for time previously serviced when calculating the anniversary date for each year of the apprenticeship/traineeship. Provided where it is demonstrated that the On-Hire Apprentice/Trainee is not up to the appropriate standard to warrant credit from previous service, the parties may by agreement accept a lesser rate and/or extend the anniversary date of entering into a subsequent year of the apprenticeship/traineeship.

3.5 On-Hire Apprentice/Trainees will generally work on a full time basis for a full calendar year at each wage level before progression. Where the Company and On-Hire Apprentice/Trainee mutually agree, the nominal duration of any year of employment and wage level may be reduced or extended in recognition of:

- 3.5.1 Failing to make satisfactory progress consistent with the training plan as confirmed by the supervising Registered Training Organisation (RTO) and the Company;

- 3.5.2 Gaining competencies at a quicker rate than the annual progression as outlined in the training plan and confirmed by the RTO and the Company;
- 3.5.3 Demonstration of possession of relevant competencies, experience or knowledge gained prior to entering the training contract;
- 3.5.4 Demonstration of possession of relevant competencies gained by the completion of a relevant pre-apprenticeship or pre-vocational course provided that the gaining of such recognition is consistent with the provisions of the Act.

3.6 The anniversary date for Part-Time and School Based Apprentices/Trainees will be pro-rata calculated for year nominal year prescribed in accordance with the training contract.

4. Paying for undertaking approved course of instruction or qualification

4.1 Time spent by the On-Hire Apprentice/Trainee in undertaking an approved course of instruction or qualification, up to the maximum number of hours approved in accordance with the Act, is taken to be:

- 4.1.1 Time worked for the Company; and
- 4.1.2 Considered as ordinary working hours when calculating wages and conditions.

4.2 Clause 4.1 applied irrespective of the way the course of instruction or qualifications is delivered, such as block release, day release, workplace delivered training or correspondence.

4.3 For the avoidance of doubt, wages for undertaking approved courses are not payable to school based apprentices/trainees.

5. Stand down

5.1 Apprentices or Trainees after completion of a training placement with a Client may be placed immediately into another placement to continue their training. Where college/RTO or other forms of leave are not available or exhausted then the Company agrees to pay up to five (5) days of "No Client Leave" per year.

5.2 Once the "No Client Leave" has been exhausted, and consistent with the Fair Work Act the Company may send an On-Hire Apprentice/Trainee home without pay where they cannot perform useful work due to circumstances outside of the Company's control up to a maximum of twenty (20) consecutive work days in one calendar year.

5.3 Before a decision is made to stand down an On-Hire Apprentice/Trainee the Company will reasonably seek paid work alternatives, which may include by not

limited to placement with another Client, required college/RTO training and/or required use of annual leave or RDO entitlements.