



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Global Product Search Pty Ltd
(AG2018/3771)

GLOBAL PRODUCT SEARCH ENTERPRISE AGREEMENT 2018

Miscellaneous

DEPUTY PRESIDENT LAKE

BRISBANE, 10 APRIL 2019

Application for approval of the Global Product Search Enterprise Agreement 2018.

[1] An Application has been made under s.185 of the *Fair Work Act 2009* (The Act) for approval of an enterprise agreement known as the *Global Product Search Enterprise Agreement 2018* (The Agreement). It has been made by *Global Product Search Pty Ltd* (The Employer). It is a single enterprise agreement.

[2] The Employer has provided written undertakings which are annexed to the Agreement. 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] The Agreement is approved and, in accordance s.54 of the Act, will operate from 17 April 2019. The nominal expiry date of the Agreement is 10 April 2023.



DEPUTY PRESIDENT

[2019] FWCA 2472

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<AE502863 PR706828>

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.

Global Product Search

Enterprise Agreement 2018

This is an Enterprise Agreement (EA) as provided by Part 2-4 of the Fair Work Act 2009

(Contains July 2018 Rates)

Contents

Part I - Introduction and Processes	3
a) The employer and employees in this agreement.....	3
b) Different types of employment.....	3
c) The intention of this agreement	3
d) Better off overall test Guarantee.....	4
e) When the Agreement Begins and Ends	5
Part II - Responsibilities of Employers and Employees	5
a) Duties and responsibilities.....	5
b) Confidential information.....	5
c) Security.....	5
d) Work outside of employment	5
e) Health and safety in the workplace (OH&S).....	5
Part III - Conditions of Employment	6
a) Hours of work	6
b) Payment for work.....	7
c) Levels of work and rates of pay.....	8
d) Apprentices:-.....	9
e) Flat rate of pay	10
f) Salaried Positions.....	10
g) Additional entitlements.....	11
h) Probation.....	11
i) Stand down	11
Part IV - Leave.....	12
a) Annual leave	12
b) Personal / Carer's leave	12
c) Parental leave.....	13
d) Jury duty leave	13
e) Compassionate Leave	13
f) Public holidays.....	13
g) Call out.....	14
h) Long service leave	14

i) Make-up time	14
Part V - Entitlements.....	14
a) Superannuation	14
b) Training.....	15
c) Uniform and Boots	15
d) Other entitlements.....	16
Part VI - Ending of Employment.....	16
a) Ending employment by notice	16
b) Ending employment without notice.....	16
c) Unsatisfactory work performance.....	17
d) Redundancy - the employee's work is no longer needed	18
Part VII - Change and Variation	18
a) Consultation Clause	18
b) Flexibility Arrangements	20
c) Changes to this agreement	22
Part VIII - Attachments.....	22
Dispute Resolution Process.....	22
Anti-Discrimination Policy.....	23
Glossary	24
Signatories to the Agreement.....	26
APPENDIX 1: Clerical and Administration Employees	27
APPENDIX 2: Manufacturing Stream Employees.....	29
APPENDIX 3: Building and Construction Industry Employees:.....	30
APPENDIX 4: Black Coal Mining Industry employees.....	32
APPENDIX 5: Fitness Industry Employees	40
APPENDIX 6: Amusements, Events and Recreation Employees	41

PART I - INTRODUCTION AND PROCESSES

a) The employer and employees in this agreement

The parties to this legal agreement shall be:

Global Product Search Pty Ltd.

ABN: 60 110 148 662

Of: 60 Archibald Street Mackay 4740

and all employees of the company.

This agreement covers full-time, part-time and casual employment, which may also include temporary engagements.

b) Different types of employment

- Full-time employees are those who are appointed as such and accrue entitlements to paid annual leave, paid Personal/Carers (sick) leave and other customary entitlements of full-time employment. These employees may be engaged in continuing employment whereby they may also obtain benefits including notice and redundancy pay, or may be engaged in temporary employment whereby notice may be provided at the time of engagement, and redundancy payments will not apply. Part-time employees may be engaged on the same basis as full-time employees, but with pro-rata entitlements based on their average Ordinary Hours worked.
- Casual employees are those who are appointed as such and who do not accrue entitlements to paid annual leave, paid Personal/Carer's (sick) leave or other customary entitlements of full-time employment. Casual employees may be engaged on an irregular or intermittent basis, or may be engaged on a regular or systematic basis, and may be temporary or ongoing employees.
- Casual employees' rates will include 25% above the full-time employee's specified base rate for ordinary hours. Because casual employees receive an extra percentage on the normal hourly rate, they will not be entitled to any additional benefits of employment - such as annual leave, sick leave, payment for unworked public holidays, severance or redundancy pay.
- Casual employees who have been engaged on a regular and systematic basis for at least six months' service may request to have their employment converted to full-time or part-time employment as applicable to the hours customarily worked by them. Where the employee is engaged within the operation of the business, such request will not be unreasonably withheld, and any dispute will become subject to the Dispute Resolution clause of this Enterprise Agreement. Where the employee is placed for work with a client, the option to convert will be subject to the operational needs and requirements of the client.

c) The intention of this agreement

- The intention of this agreement is to establish and encourage flexibility and consultation in a productive workplace, where the employer and employees will carry out their obligations for the benefit of each other. This agreement will therefore displace any other industrial instrument or provision including any Award unless specifically noted otherwise within this

agreement. This agreement will not displace any written agreement entered between the employer and employee as to appointment to a particular level or classification of work, employment status, responsibility or duties or remuneration levels, provided that the agreements entered between employer and employee must always provide an entitlement to the employee which is greater than the entitlements provided by this agreement or the industrial instrument which would otherwise have applied.

- Nothing in this agreement is to be read or construed as in any way detracting from or reducing the entitlements provided by the National Employment Standards.
- It is also the intention of this agreement to assist the employer and employee in negotiating a balance between work and family responsibilities.
- The employer and employee agree in the value of consultation in setting effective company policies and procedures, in order to avoid or resolve disputes, particularly in developing and maintaining a safe and productive workplace.

d) Better off overall test Guarantee

- This Agreement provides a safety net approach of minimum levels of pay, penalty rates, loadings and overtime provisions. It is open to the employer to provide additional remuneration or bonuses etc at the employer's discretion, and the payment of such additional amounts to one employee shall not create an entitlement to payment to any other employee. The employer is not obliged to maintain or increase any over-award payment, nor does the payment of an over-award amount at some point create an obligation to pay that amount as some other point. Such payments will not permit any employee to pursue any additional claim during the life of this agreement, nor will employees pursue additional claims for any other reason during the life of this agreement.
- The agreement also provides other flexible options in relation to working arrangements, and each of these remains subject to a guarantee that under such arrangements, the employee must receive superior remuneration than would apply if that employee undertook the same work and was paid penalty rates and other entitlements under the agreement. This is a further guarantee that even if employed on arrangements such as a flat rate, employees will receive higher remuneration under this agreement than they would have received under an applicable Award.
- If at any time during the employee's employment or following the conclusion of the employee's employment it is required to assess the employee's total remuneration during their employment against the remuneration they would have received under the applicable Award, all entitlements under that Award will be taken into account, including any notice, redundancy or other entitlements which would have applied under the Award. Should the Award entitlements total more than the remuneration paid to the employee under the terms of this Enterprise Agreement, the employee shall be paid an additional sum sufficient to exceed the total Award remuneration figure.
- For the avoidance of doubt, where some other clause provides that it may operate despite other provisions in the Enterprise Agreement, this guarantee clause will always prevail regardless.

e) When the Agreement Begins and Ends

- This agreement will apply from seven days after approval by the Fair Work Commission, or upon the expiry of the current Enterprise Agreement, whichever is later.
- The Nominal Expiry Date will be four years from the date of approval. It may continue to operate beyond its nominal expiry date unless otherwise varied, replaced or revoked in accordance with the Act.

PART II - RESPONSIBILITIES OF EMPLOYERS AND EMPLOYEES

a) Duties and responsibilities

- The employer and employee agree that the business has special needs relating to the environment in which it operates, and the employer and employee need to be reasonable and flexible in their conduct.
- The employee agrees in the importance to a company of growth and development of business, and in maintaining a good reputation for the business. The employee therefore agrees to work diligently and to faithfully carry out all lawful directions according to their job description and any other duties the employer may reasonably require. In addition to their regular tasks, this may include other duties which are within the level of skill or competence of the employee, and which it is safe for the employee to perform.
- The employer agrees to provide a safe workplace and the necessary equipment for the work required of the employee.
- Uniforms or protective clothing provided or required by the employer is to be worn by the employee while carrying out company business.

b) Confidential information

- No personal, medical or financial details of the employee that the employer may have gathered will be revealed to anyone by the employer, except with the permission of the employee, or where the employer is under a legal requirement to do so.
- Nothing in this section or in this EA will in any way stop or restrict the disclosure of details of this EA by the employer or employee to any other person.

c) Security

- The employer agrees to take all reasonable steps and precautions to provide a safe and secure workplace for the employee and for the employee's property which may legally and reasonably be brought to the employer's property.

d) Work outside of employment

- An employee may take external work without the approval of the employer, as long as it does not interfere with or affect the hours, type and level of work covered in this agreement, and the outside work does not adversely affect the interests of the employer or employee.

e) Health and safety in the workplace (OH&S)

- The employer agrees to comply with State and Commonwealth Occupational Health & Safety laws and any relevant industry codes of practice.

- The employee agrees to carry out any instructions, policies and decisions made to promote and maintain a safe workplace required by relevant Occupational Health and Safety legislation, including any further requirements specific to premises, sites or facilities on which the employee may be deployed.
- The employee shall wear appropriate safety clothing when required and use appropriate safety equipment as required by the employer.
- The employer requires the employee not to be affected by alcohol or illegal drugs during working hours for their own safety and for that of others. Where the employee is taking any prescription or other medicines which may impact on the safe or efficient performance of work, the employee will inform the employer or the employer's appropriate representative so that the employer may make suitable alternative arrangements.
- If the employee is temporarily under medication or any condition that may affect or limit their ability to carry out normal job tasks, they are to advise the employer and alternative work arrangements may be made.
- The employer will contribute the statutory fees in accordance with the Workcover Scheme in Queensland, or in accordance with the requirements applicable if working in another state and the employee will be entitled to the benefits of such scheme in accordance with the rules of that scheme in the event of accident, illness or injury being sustained by the employee arising from their employment.

PART III - CONDITIONS OF EMPLOYMENT

a) Hours of work

- Maximum Ordinary Hours of work will be determined according to the amount prescribed by the Award which would have applied were this Enterprise Agreement not in place. For example, employees who would have been covered by the Black Coal Mining Industry Award will be subject to a maximum average of 35 hours Ordinary Time per week, and employees who would have been covered by the Manufacturing and Associated Industries and Occupations Award will be subject to a maximum average of 38 hours Ordinary Time per week.
- The ordinary hours worked by the employee will determine their superannuation entitlement, unless a more generous provision is reflected in the employee's employment contract. In the case of Full-time or Part-time employees, their Ordinary Hours worked will also determine their accrual of paid annual leave and paid sick leave.
- Where work is performed on a particular site or project, rostering and hours of work may be arranged in accordance with site conditions. Stipulations may also need to be observed relevant to various sites as to restrictions such as permissible maximum hours per day and fatigue policy requirements regarding travel to or from site.
- Employees agree to work reasonable overtime if required. In calculating the payment for overtime, overtime worked on each day will stand alone.
- Days of work, start and finish times, shift lengths, breaks, break times and breaks between shifts will be those agreed between the parties, provided that not more than twelve hours of

ordinary time may be worked on any day, nor less than ten hours break between shifts, not including travelling time. The employee remains entitled to normal meal breaks and paid rest breaks where some other arrangement has not been agreed.

- The employee is entitled to the meal breaks and paid rest breaks which would have applied under the industrial instrument which would have applied were this Enterprise Agreement not in force.
 - The employer and employee may agree to a variation to the taking of meal and rest breaks provided that the entitlement to the employee is equal or better for the employee than that provided by the award which would otherwise apply.
 - The employee remains subject to the span of hours provisions and related penalty and overtime payments as specified under the Award which would otherwise have applied to the work undertaken. The employer and employee may then reach agreement on some other arrangement in relation to these provisions, provided that any arrangement agreed upon must provide a superior outcome in total for the employee over that which would have applied under the award.
 - In the interests of safety and welfare, and subject to particular site limitations and road safety stipulations, employees will not work longer than fourteen hours in a day, including travelling. Where travelling to site and working then travelling home would amount to a total of more than fourteen hours, employees are to sleep over and return to their home location the following day. Where specific rules or regulations relating to fatigue management are in effect, those will take precedence.
 - Afternoon shift means any shift which finishes after 6.00pm and at or before midnight. Night shift means any shift which finishes after midnight, and at or before 8.00am.
 - Shiftwork will be necessary at times, and where this occurs, employees will be rotated to ensure a fair distribution of shift work over a roster cycle. Where shiftwork occurs, it will attract a 15% loading on the ordinary time rate Monday to Friday. If an employee is required to work on a night shift which continues for more than four weeks and where the shifts do not rotate they will be entitled to a loading of 30% on their ordinary time hours Monday to Friday inclusive.
 - Where an employee has less than ten hours break between shifts as the result of rostered work, or through working overtime, the employee will be released from duty until a ten hour break has elapsed and without loss of pay. If the employee is required to resume work without having had a ten hour break, they shall be entitled to payment at overtime rates for all hours worked until they have had a ten hour break.
 - Time spent travelling will not be taken into account when calculating the ten hour break, but this is not to be regarded as in any way implying that employees may travel when they are not of a suitable physical condition, such as where fatigue may be an issue, and fatigue management and other safety considerations will always prevail.
- b) Payment for work
- The rates of pay will be in accordance with the provisions of the Enterprise Agreement and not less than the rates provided in Appendices 1 to 6. Further information is provided within each appendix as to the payment of overtime, penalties and other entitlements, to employees

in that particular industry or type of work, but this is not to be construed as reducing or limiting the entitlements which would have applied under the relevant Award.

- An employee may also be engaged on an approved Traineeship, and in such case may be paid in accordance with the relevant Federal determination.
- An employee may also be engaged on an approved Apprenticeship or similar approved scheme, and in such case may be paid the prescribed percentage of the adult rate, or in the case of adult apprentices, in accordance with the adult apprentice percentages.
- Work on coal mine and other sites will generally be subject to higher rates than apply to town work, and where it becomes necessary to negotiate a separate rate for some such location, that will be agreed in advance, and will not be less than the normal town rate. This may also include the payment of flat rates of pay and those flat rates may vary depending on the total hours worked and the days of the week involved. A rate agreed for a particular site or location will only apply for the duration of the specified work on that arrangement, and the employee will revert to the town rate or some other agreed rate when their work location or their working arrangements change. Any such arrangements are subject to the Better Off Overall Test Guarantee and must provide a superior outcome for the employee against the base terms of the Enterprise Agreement.
- Tool allowance will be payable where appropriate in accordance with the table, and for casual or part-time staff the allowance will be paid pro-rata. Tool allowance will be absorbed where a sufficiently higher rate is paid to an employee.

c) Levels of work and rates of pay

- The pay rates applicable to Levels of work for adult employees and apprentices shall be in accordance with the following tables. Employees will be paid not less than the rates which correspond to the classification levels from the awards which would otherwise apply. Employees will be appointed to a particular level or designation, and will remain there unless otherwise appointed.
- The minimum weekly base rates for adult employees will rise by the amount of the National Wage Decision per year over the life of this agreement. In the event that this Enterprise Agreement is voted on or approved after June 2018, the rates in this Agreement will be adjusted to include the 2018 wage decision. For junior employees, Trainees and Apprentices the rate will rise in proportion to the adult increase.
- Employees shall be required to work for not less than three hours on each engagement, unless they have family or personal reasons whereby they elect to work a shorter period in agreement with the employer.
- The tables are provided to ensure that employees are better off than would have been the case were they engaged under the relevant award, and where an employee is engaged to undertake work which is not covered by the tables provided, then they are to be paid above the rate provided in the classification levels of an appropriate award, and their total remuneration must be superior to the total remuneration to which they would have been entitled under that award.

Clerical and Administration Employees rates and specific provisions are at Appendix 1.

Manufacturing Stream Employees rates and specific provisions are at Appendix 2.

Building and Construction Industry Employees rates and specific provisions are at Appendix 3.

Black Coal Mining Industry Employees rates and specific provisions are at Appendix 4.

Fitness Industry Employees rates and specific provisions are at Appendix 5.

Amusements Events & Recreation Industry Employees rates and specific provisions are at Appendix 6.

d) Apprentices:-

- The rates of pay for apprentices other than Black Coal employees shall be a percentage of the applicable adult rate based on the following tables:
- The rates of pay for any apprentices who commence their apprenticeships after 1st January 2014 but before the 1st January 2015 shall be a percentage of the applicable adult rate based on the following table. The rates for any apprenticeships commenced from the 1st January 2015 will be subject to the subsequent table:

Rates for new apprentices from 1st January 2014

	Schooling level completed				
	Year 10 or less		Year 11	Year 12	Adult
Stage 1	47.00%		50.00%	55.00%	80.00%
Stage 2	60.00%		60.00%	70.56%	85.30%
Stage 3	75.00%		75.00%	75.00%	87.91%
Stage 4	88.00%		88.00%	91.44%	91.44%

Rates for new apprentices from 1st January 2015

	Schooling level completed				
	Year 10 or less		Year 11	Year 12	Adult
Stage 1	50.00%		50.00%	55.00%	80.00%
Stage 2	60.00%		60.00%	70.56%	85.30%
Stage 3	75.00%		75.00%	75.00%	87.91%
Stage 4	88.00%		88.00%	91.44%	91.44%

- An adult apprentice engaged after 1st January 2014 who has worked for the employer for at least six months prior to commencing the apprenticeship shall not suffer a reduction in pay.

e) Flat rate of pay

- As an alternative to the normal method of calculating pays, the employer and employee may enter an agreement whereby a flat rate of pay will apply to all hours worked. This arrangement may further define exceptions to the scheme, such as whether or not it includes shift work or work on public holidays. If no exceptions are documented, then the flat rate will apply to all hours worked without exception.
- A flat rate may also operate on a basis where additional amounts are paid for particular hours above the flat rate being paid. For example, an employee may be paid a flat rate for all hours worked on weekdays, and a higher flat rate for hours worked on Saturdays.
- Employees paid on a flat rate basis will be paid an amount which is calculated to be no less than they would have received had they been employed on the standard basis of base rate and overtime plus penalties.
- Either party may seek a review of the flat rate arrangement or may seek to withdraw from the flat rate arrangement. In the event either party wishes to withdraw from the arrangement they may do so by giving the other party the amount of notice which would apply in the circumstances if the employment was being terminated. For example, if the employer would have been required to give the employee two weeks' notice of termination of employment, then the employer must give the employee two weeks' notice of termination of the flat rate arrangement. The employer and employee may also agree to waive the notice period.
- Any flat rate arrangement entered into must comply with the terms of Part VII b) of the Enterprise Agreement.

f) Salaried Positions

- Regardless of anything to the contrary elsewhere in this agreement (other than the Better Off Overall Test Guarantee), the employer and employee shall be free to enter into an agreement whereby a salary arrangement replaces the rates of pay, penalties, overtime and other entitlements specified within this agreement. For example, it may be agreed that a salary be paid to a person fulfilling a particular position, and the salary agreed will replace the specified rate and remove the entitlement to the payment of overtime and other penalties and allowances.
- Where the employment would otherwise be covered by a new federal award such as the Manufacturing and Associated Industries and Occupations Award 2010 or the Clerks Private Sector Award 2010 and that award has provisions in respect of salary arrangements, any salary arrangement must be made in accordance with the requirements of that award but produce a higher remuneration to the employee than would have applied under the award.
- Such agreement will not be permitted to affect annual leave, (save that leave loading may form part of the salary) sick leave, termination notice or redundancy provisions, superannuation, the dispute resolution, consultation or anti-discrimination policies. Such agreement shall be recorded in writing at the time of the agreement being reached, or within a reasonable time thereafter.

- Where such an agreement has been negotiated, it may be reviewed at the initiative of either party, and fresh agreement may be reached and documented. In the event that either party wishes to withdraw from the salary arrangement they may do so by giving the appropriate amount of notice to the other party as would apply in the case of termination of employment. For example, if the employer would be required to give the employee two weeks' notice of termination, then the employer is obliged to give two weeks, notice of cancellation of the salary arrangement.
- Any salary arrangement entered into must comply with the terms of Part VII b) of the Enterprise Agreement.

g) Additional entitlements

- In calculating the total remuneration payable to an employee, all rates of pay, allowances, penalties or loadings and other entitlements to which the employee would have been entitled for the duties and hours worked by the employee under the Award which would otherwise have applied to their employment, will be taken into account. If the amount paid to the employee is sufficient to cover those entitlements then they are absorbed. If the amount paid to the employee is not sufficient to cover those entitlements, the employee remains entitled to payment of the balance.

The following clause does not apply to casual employees.

h) Probation

- New employees will commence employment with a probationary period of six months - the probationary period will begin on the first day of employment.
- During the probationary period the employer or the employee has the right to stop the employment for any reason, without explanation and without any legal obligations, other than the giving of the required amount of notice.
- The purpose of the probationary period is to enable the employee and the employer to consider their suitability and capability of working together.
- The probation period will be included in the employee's total time of employment.

i) Stand down

- The company shall have the right to deduct or withhold payment for any day that the employee cannot be usefully employed because of any strike or a stoppage of work which the company is not reasonably responsible for.
- The company may at the request of an employee, allow the employee to take time off in place of overtime, or take other leave such as annual or special leave rather than standing down the employee.
- An employee may also be "stood down" if, in the opinion of the employer, their condition and/or behaviour is a hazard to their own safety and/or that of others.

PART IV - LEAVE

The following clause does not apply to casual employees.

a) Annual leave

- Other than for Black Coal Mining employees, full-time employees are entitled to four weeks [152 hours] paid annual leave at 38 hours per week for each completed year of service. Annual leave will be paid at the employee's base rate, plus a loading of 17.5%. Part-time continuing employees are entitled to annual leave in proportion to the number of ordinary hours worked per week. For example averaging 12 hours of ordinary time per week means an entitlement of four weeks leave at 12 hours per week.
- Employees engaged on Shift Work which requires that they work roughly equal amounts of each day of the week throughout the year, and regularly work Sundays and Public Holidays as part of their roster cycle, will accrue an additional week of annual leave per year. The entitlement will be pro-rata for Part-time employees, and for full-time employees engaged on such a roster for a significant part of the year. For example, a full-time manufacturing stream employee who worked such shift work for half the year would be entitled to an additional nineteen hours paid annual leave.
- For full-time and part-time employees in the Black Coal Mining Industry, accrual of annual leave and the entitlement to an additional week of paid annual leave will be in accordance with the provisions of that Award being 175 hours as the standard amount of annual leave for full-time employees, and an additional 35 hours (total 210 Hours of annual leave) for full-time employees on seven day rosters or rosters which require ordinary shifts on public holidays and not less than 272 Ordinary Hours per year on Sundays.
- The annual leave entitlement accrues progressively.
- Part of an annual leave entitlement may be taken during the calendar year - if there is agreement to do this between the employer and employee. Untaken leave, part or fully accumulated, will be paid out on termination.
- Once the employee has annual leave of 20 days, it should be taken no later than twelve months after becoming due.
- The employer may allow leave to be built up beyond this level at their discretion.
- By written request of the employee, a portion of an employee's annual leave entitlement may be paid out by the employer in accordance with legislation prevailing at the time. Such payment will reduce the employee's entitlement to paid leave accordingly, but the employee will remain entitled to take the equivalent period as unpaid leave. For example, if an employee has two weeks of their annual leave paid out, they are entitled to take two weeks of unpaid leave at some other time as agreed with the employer.

The following clause does not apply to casual employees.

b) Personal / Carer's leave

- Paid personal/carer's leave is paid leave taken by an employee because of a personal illness or injury of the employee (sick leave) or paid carer's leave taken by an employee to provide

care or support to a member of the employee's immediate family or household, in accordance with the National Employment Standards.

- Full-time Employees other than Black Coal Mining employees will accrue 76 hours per completed year of service at the agreed pay rate during personal/carer's leave - while they are away from work. For part-time employees the entitlement will be pro-rata. The employer may require proof of illness for any absence due to illness or injury, at its discretion.
- For full-time and part-time employees in the Black Coal Mining Industry, provision and accrual of personal/carer's leave will be in accordance with the provisions of that Award, being 105 hours of Personal/Carer's Leave on commencement, and for each subsequent year of service, accruing without limit unless taken.
- Personal/Carer's leave not taken will continue to accrue without limit throughout the term of employment. There is no obligation on the employer to pay out all or any of the sick days on termination of employment.

c) Parental leave

- The employee is entitled to take unpaid parental leave and adoption leave in accordance with the provisions of the relevant legislation.

The following clause does not apply to casual employees.

d) Jury duty leave

- Where the employee is called up for jury duty, the employer agrees to make up the difference between the daily attendance fee the employee receives on jury service and his/her normal pay for the same period.

e) Compassionate Leave

- Full-time and part-time employees are entitled to paid compassionate leave in accordance with the relevant legislation. Casual employees will be entitled to two days of unpaid compassionate leave on each occasion.
- Agreement may be reached to take additional paid time off from annual leave credits or other accrued entitlements in addition to the paid Compassionate Leave entitlement of full-time or part-time employees, and agreement may be reached for additional unpaid compassionate leave to be taken by full-time, part-time or casual employees.

f) Public holidays

- All official public holidays for the state/territory will apply to this agreement. A full-time or part-time employee who would normally be required to work on a day on which a public holiday falls, shall be entitled to the day off with pay as for a normal ordinary time day.
- If any employee is required to commence work on a public holiday they will receive a minimum of four hours pay. The rate of pay for all hours worked on a Public Holiday will be double time and a half except for Black Coal Mining Employees where the rate will be triple time.
- Agreement may be reached to take a substitute day in lieu of the Public Holiday in place of the payment specified above. Hours worked during public holidays may be taken as leave and postponed to a mutually agreed time or banked as special leave.

- g) Call out
- An employee required to return to work outside their normal rostered hours shall receive payment for a minimum of four hours, but shall only be required to attend to the matter causing the Call-out, not be required to work the four hours. Such duty shall not count for the purposes of calculating the ten hour break, unless the employee is actually required to work the four hours, or longer where the matter requires such longer time. In that event, payment will be for the actual time worked, and the ten hour break requirements will then apply.
- h) Long service leave
- If an employee has an entitlement to Long Service Leave under a scheme such as Qleave, or the Black Coal Mining Industry Portable Long Service Leave Scheme they will be entitled to Long Service Leave in accordance with the provisions of that scheme.
 - Where an employee becomes entitled to long service under other relevant Long Service Leave legislation, subject to the rules of that scheme that long service leave may be taken in one (or a combination of) the following methods.
By agreement with the employer, the employee may:
 - a) Take the leave during an agreed period, or
 - b) Take the leave at double pay and halve the period of leave, or
 - c) Take a payment equal to the number of weeks entitlement, or
 - d) Take the leave at a reduced rate of pay over a corresponding longer period of time for example half pay over double the time span.
- i) Make-up time
- Other than the use of personal/carer's leave as above, by agreement with the employer an employee may take time off work for family or other personal reasons and that time may be taken as unpaid leave, or may be made up at some other time. In such cases the made up time will be paid at the base rate of pay, and will not be taken into account when calculating the ten hour minimum break or other penalties or allowances.

PART V - ENTITLEMENTS

a) Superannuation

The employer and employee agree that the company will, from the start of this agreement, make superannuation contributions to Sunsuper, or the employee's nominated compliant superannuation fund, as per applicable legislation in all cases where the employer is legally required to make contributions. For example, currently where an employee earns less than \$450 per month, no contribution is required to be made.

The current rate of contributions is 9.5% of ordinary time earnings. Ordinary time for all employees is limited to a maximum average per week in accordance with the Ordinary Hours prescribed by the Award which would otherwise have applied. For example, for coal mining classification employees the maximum average Ordinary Hours per week is 35 hours. Where a lesser number of Ordinary Time hours are worked the Ordinary Time Earnings will be determined by the number of Ordinary Hours worked.

Where an employee is engaged on a salary arrangement which is not restricted to an amount of hours per week or an average of hours per week, superannuation may be based on the employee's full salary amount where this is detailed as a term of the salary arrangement, but not including any component relating to the value of private use of a company vehicle, or other ancillary items provided by the employer.

Where the employee is paid on some other basis including a flat rate, superannuation contributions will be based on the ordinary time component of the remuneration, with any component relating to overtime deducted from the total amount. For example, if an employee is paid a flat rate including allowance for penalty rates on ordinary time, and an amount for overtime, the penalty rate component will be included in determining the component subject to superannuation, but the overtime component will not be included, nor will any other component which is not required to be subject to superannuation.

The superannuation contribution shall be those contributions required under the *Superannuation Guarantee (Administration) Act 1992*. Whether contributions are made, and the amount of contributions may vary during the life of this agreement depending on changes to the legislation and rulings of the Tax Office, with which the employer is bound to comply.

b) Training

- The employer and employee agree that the individual training of employees is important for the development of the business.
- The employer agrees to provide training in appropriate skills to the employee. This may include leave to attend external courses of training for the employee.
- Where the company has agreed to pay the cost of any course or other accreditation or endorsement related to the performance of the employee's work, if the employee leaves employment within the following six months the amount paid by the company may be retained by the company from any monies owed to the employee, and if the employee leaves after six months and before twelve months, the employer may retain half of that cost from monies owed to the employee.

c) Uniform and Boots

- The company will provide full-time site employees with one pair of boots per year to the value of \$150. Only in circumstances where sufficient wear and tear can be demonstrated will a second pair be issued within a calendar year, on an exchange basis. Issue to part-time employees will be at the discretion of management.
- The company will provide full-time employees with five sets of protective clothing per year, issued in February and replaced on a fair wear and tear basis.
- Should a full-time or part-time employee's employment terminate within six months of the latest clothing issue, the cost of that issue will be deducted from the employee's final pay.
- Protective clothing may be issued to casual employees at the discretion of management, provided that where a casual employee terminates within three months of a clothing issue, the cost of that issue may be withheld by the employer from monies owed to the employee. Deduction for clothing issued to casuals will also apply where they are engaged for a particular project or duration and fail to complete the term of that engagement.

- For new employees the uniform issue will usually be at the time of engagement.
 - Where employees seek additional protective clothing beyond the amount issued, arrangements may be made to purchase that through the company.
- d) Other entitlements
- The employer recognises that a regular review of an employees work performance, including an assessment of training requirements, are part of the intention of this agreement to encourage a flexible and productive workplace.
 - Where employees are required to work more than two hours overtime without prior notification they shall be entitled to the payment of a meal allowance at the rate specified in the relevant Award. The allowance will not be payable where notice has been given the previous day or prior to that, of the requirement to work overtime on that day, or where the employer provides the employee with a meal.
 - If overtime continues for four hours, and work is to continue, employees shall be entitled to a rest pause of twenty minutes without loss of pay.

PART VI - ENDING OF EMPLOYMENT

The following clause does not apply to casual employees.

a) Ending employment by notice

1. The employer may end the employment of an employee by giving them notice. The employee may resign from employment by giving notice to the employer. The amount of notice required to be given by the employer and employee is based upon the period of continuous employment according to the following table:

<i>Period of continuous service with employer</i>	<i>Period of notice</i>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

For purposes of the employer ending the employment, this period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer. Payment for notice is based on ordinary time earnings per week.

2. The employer may, instead of giving notice, pay the employee wages equivalent to the required period of notice and the employee may forfeit the equivalent amount of pay from monies owed instead of giving the required period of notice, and either party may provide part notice and the balance paid or forfeited.

b) Ending employment without notice

1. The employer may end the employment of an employee without notice if the employee's conduct is clearly wrong, dangerous or unsuitable for their employment. Similarly, the

- employee may end their employment without notice if the employer's conduct is clearly wrong, dangerous or unsuitable for their employment.
2. The type of conduct by an employee that may allow an employer to end their employment without notice, after a consideration of the circumstances, includes:
 - (i) Being drunk or under the influence of illegal drugs.
 - (ii) Stealing, fraud, assault or other criminal behaviour.
 - (iii) Sexual harassment or other offensive or harassing behaviour.
 - (iv) Not carrying out health and safety obligations.
 - (v) Refusing to carry out a lawful and reasonable instruction.
 - (vi) Not carrying out an employee's duty.
 3. The type of conduct by an employer that may allow an employee to end their employment without notice, after a consideration of the circumstances, includes:
 - (i) Assault or other criminal behaviour.
 - (ii) Sexual harassment and other offensive or harassing behaviour.
 - (iii) Not carrying out health and safety obligations.
 - (iv) Requiring the employee to carry out an unlawful and unreasonable instruction.
- c) Unsatisfactory work performance
1. The provisions of the Fair Work Act relating to ending of employment apply.
 2. Subject to b) above, if the employer is concerned about the work performance or conduct of an employee, the employer (or an appropriate representative) shall meet with the employee and tell the employee about their concerns. The employer will advise the employee of the standard of work or behaviour that is required and the employer will discuss ways and methods to improve the employee's work and conduct.
 3. The employer may give to the employee some information of appropriate organisations who can offer assistance, training, counselling or dispute resolution to help the employee improve their work performance.
 4. The employer and employee will have a discussion after which a reasonable time period will be set for the employee to reach an acceptable work performance or conduct. The employee should be warned that their employment will be ended if acceptable performance levels or appropriate behaviour is not reached.
 5. The employer shall discuss with the employee during the set period whether there has been any improvement by the employee and, if necessary, to further warn the employee that their employment will end if that improvement is not reached.
 6. If the employee cannot achieve an acceptable performance or behaviour within the time period set, the employee may be dismissed from employment with appropriate notice or payment instead of notice as set out in a) above.

The following clause does not apply to casual employees.

- d) Redundancy - the employee's work is no longer needed
1. If the employer decides that the employee's position cannot be continued because of redundancy, the employer shall discuss with the employee different possibilities, such as working in another form of employment and other opportunities besides the ending of their employment.
 2. Other than Black Coal Mining Employees and Building and Construction Industry Employees, if employment is ended because of redundancy then, as well as notice or payment in place of notice, the employer will pay to the employee a severance payment (which is an extra and final payment) according to the following table.

<i>Period of continuous service</i>	<i>Redundancy pay</i> (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
More than 10 years	12

3. If an employee is offered other employment which is reasonably similar to their current employment, they will not be eligible for a redundancy payment if they decline to take the other position. Where the employer is able to arrange alternative employment which is acceptable to the employee, such as with some other employer, then the employee will not be entitled to a redundancy payment. Redundancy payment will not apply to employees who are engaged for a specific project or task, or other temporary employment.
4. The payment shall be at the rate of the employee's normal base rate (without loadings or penalties). No payment will apply in circumstances where the employer has less than fifteen full-time employees at the time of the termination/s.

PART VII - CHANGE AND VARIATION

a) Consultation Clause

(1) This term applies if the employer:

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

Major change

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

- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

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

b) Flexibility Arrangements

- 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 the

arrangement meets the genuine needs of the employer and employee, is genuinely agreed to by the employer and employee, and deals with one or more of the following matters:

- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
- The employer must not make the arrangement a condition of employment for prospective employees or to infer or imply that rejecting the arrangement may be detrimental to an existing or prospective employee's prospects of employment or continuing employment.
 - The employer must ensure that the terms of the individual flexibility arrangement are about permitted matters under section 172 of the Fair Work Act 2009, and are not unlawful terms under section 194 of the Fair Work Act 2009, and result in the employee being better off overall than the employee would be if no arrangement was made.
 - The employer must ensure that the individual flexibility arrangement is in writing and includes the name of the employer and employee and 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.
 - The written agreement must clearly indicate what the employee's entitlement will be once the agreement is entered, including whether the arrangement also impacts on the way in which sick leave, annual leave or other forms of paid leave are impacted by the arrangement. For example, if the intention is to pay the employee a higher rate of pay in lieu of weekend penalty rates, the document must make clear that that is the intention.
 - The written agreement must state the day on which the arrangement commences. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. The employer or employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or if the employer and employee agree in writing — at any time.
 - The employer and the employee agree that there will be changes to work and work practices and even the business itself. The employer and employee agree that changes will take place as part of the development of a business which has a flexible and productive workplace where consultation takes place - as intended by this agreement.
 - The employer agrees to provide the employee with the relevant training to improve the employee's skills when work changes take place, and the employee agrees to be flexible and to accept any changes to their work position or work methods within the business as may be required in the best interests of the company.

- c) Changes to this agreement
- The employer and employee agree that this Enterprise Agreement may be changed by consent of both employer and employee at any time during the set time in which the agreement is to run. Any changes will need to be approved by The Fair Work Commission before they take effect.

PART VIII - ATTACHMENTS

Dispute resolution
Anti-discrimination policy
Glossary
Signatories to the agreement

DISPUTE RESOLUTION PROCESS

(1) If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

(2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to The Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:

(a) 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

(b) 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 The Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that The Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(6) While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(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 employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

ANTI-DISCRIMINATION POLICY

The parties to this EA agree that:

- a) it is their intention to respect and value the diversity of people in the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marriage status, family responsibilities, pregnancy, religion, political opinion, national or social origin; and
- b) any dispute concerning these provisions and their operation will be dealt with firstly under the dispute resolution procedure in this EA; and
- c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- d) nothing in these provisions prohibits:
 - (i) the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the special requirements of a particular work position; or
 - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:

- A) the employee is a member of staff of an institution that is conducted according to the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
- B) the conduct was in good faith to avoid injury to the religious sensitiveness of that religion or creed.

GLOSSARY

ACN - Australian Company Number as required by law
 Assault - Being hurt, physically touched or in fear of physical contact
 EA - Enterprise Agreement
 Banked - Accumulated and stored in some way
 Casual employee - one who is paid a loading in lieu of paid annual leave and other entitlements or such a loading has been factored into their rate of pay
 Call out - Being called to work outside of usual and agreed working hours
 Cessation of employment - Ending of employment
 Child – includes step-child, adopted child
 Confidential information - Information which is private and not to be shared without permission
 Copyright - An original creation in writing, or some other form, which is owned by the creator
 Criminal behaviour - Doing something which is prohibited by law and may carry a criminal penalty
 Diligently and faithfully - To be hardworking and honest
 External employment - Employment with someone other than the regular employer
 Fraud - Being deceitful, tricking someone or making false claims
 Immediate Family Member – Includes spouse and defacto spouse and same sex couples, parent, child, brother or sister and grandparent, of the employee or of their spouse. (As per NES).
 Intellectual property - An idea, symbol, system or writing which cannot be copied without the permission of its creator
 Intoxicated - A person who is affected by drugs or alcohol
 Jury duty - Serving on a jury by order of court
 Lawful and reasonable instruction - An order from an employer to an employee to do something connected with their Employment which is legal and proper
 Neglect of duty - Not properly carrying out work duties
 Occupational Health and Safety (OH&S) - The laws applying to a workplace which ensure the safety and health of workers and others at the site
 Ordinary Time – the maximum average weekly hours to be worked by an employee consistent with the Award which would otherwise have applied to their employment, and from which the entitlement accruals of employees are derived
 Overtime - Working extra hours over and above Ordinary Time hours
 Parental leave - Leave taken to look after a child
 Position description - A statement of work and duties expected and required of a worker holding that employment position
 Probation - A trial period of time during which a worker can be assessed
 Prohibited substances - Drugs which are illegal
 Pro-rata - In proportion to something
 Redundancy - No longer needed
 Remuneration - Payment or wages for work

Rostered Day Off - a paid day off in lieu of accumulated extra time worked
Security - Keeping property safe so that it will not be stolen or damaged
Sexual Harassment - Suggestions, touching or any behaviour or material which is of a sexual nature and is annoying or offensive to another
Shiftwork – where employees work afternoon shift or night shift
Spouse – includes defacto spouse and former spouse or defacto spouse
Stand by - Where a worker is asked to be ready for some possible work
Stand down - An employee is temporarily not required to come to work since there is no available work
Superannuation - A scheme in which the employer and/or employee contribute to a retirement fund
Termination of employment - Ending employment, a worker is no longer required
Time off in lieu - Time taken away from work in place of receiving a payment
Unsatisfactory work - Work which has not been performed to a proper or agreed standard

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Company) X. _____

by its authorised representative (Print name) _____

Address (Print address) _____

Date: / /2018

in the presence of:

Witness signature: X. _____

Witness: (Print name) _____

Witness: (Print address) _____

Date: / /2018

Signed by employee representative: X. _____

Print employee representative name: _____

Print employee representative address: _____

Date: / /2018

In the presence of:

Witness signature: _____ X. _____

Witness: (Print name) _____

Witness: (Print address) _____

Date: / /2018

APPENDIX 1: CLERICAL AND ADMINISTRATION EMPLOYEES

Clerks July 2018	Full-time Weekly	Full-time Hourly	Casual Hourly
Level 1—Year 1	\$769.70	\$20.26	\$25.32
Level 1—Year 2	\$807.50	\$21.25	\$26.56
Level 1—Year 3	\$832.60	\$21.91	\$27.39
Level 2—Year 1	\$842.40	\$22.17	\$27.71
Level 2—Year 2	\$857.90	\$22.58	\$28.22
Level 3	\$889.50	\$23.41	\$29.26
Level 4	\$933.80	\$24.57	\$30.72
Level 5	\$971.50	\$25.57	\$31.96

- Clerical and administration employees required to work overtime will be entitled to payment at the rate of time and a half of the base rate for the first two hours of overtime each day Monday to Saturday, and at the rate of double time for any overtime beyond that, or on Sundays.
- An employee required to work Ordinary Hours on a Saturday and between 7.00am and 12.30pm will be entitled to a loading of 25%. Ordinary Hours after 12.30pm will be paid at overtime rates of time and a half for the first two hours, and double time for any further hours. Ordinary time on Sundays is payable at double time of the base rate.
- An employee required to work on a Public Holiday will be entitled to payment at the rate of double time and a half of the base rate for all hours worked and with a minimum of four hours.
- An employee required to work overtime on a day on which they do not work Ordinary Hours will be entitled to a minimum payment for three hours, except Sundays which will be a minimum of four hours.
- Junior Clerical and Administration employees will be entitled to a percentage of the applicable adult rate in accordance with the following table:

Clerical juniors	
Age	%
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

- A casual employee required to work overtime is entitled to be paid at the same rate as a full-time employee – without the casual loading included. Where a casual works in circumstances where penalty rates apply to Ordinary Hours they will receive the casual loading plus the penalty rate.

For example, a casual employee working on Saturday morning would receive the casual loading of 25% plus the Saturday loading of 25% for a total loading of 50% on the full-time rate.

APPENDIX 2: MANUFACTURING STREAM EMPLOYEES

Manufacturing July 2018 Rates	Full-time Weekly	Full-time Hourly	Casual Hourly
C14 Labourer etc 1st 38 hours	\$739.20	\$19.45	\$24.32
C13 Labourer etc thereafter	\$759.90	\$20.00	\$25.00
C12 Production Employee L3 (TA)	\$788.30	\$20.74	\$25.93
C11 Production Employee L4 (Welder)	\$814.70	\$21.44	\$26.80
C10 Tradesperson	\$857.40	\$22.56	\$28.20
C9 Engineering Tech L1	\$883.60	\$23.25	\$29.07
C8 Engineering Tech L2	\$909.90	\$23.94	\$29.93
C7 Engineering Tech L3	\$933.70	\$24.57	\$30.71
C6 Engineering Tech L4	\$980.00	\$25.79	\$32.24
C5 Engineering Tech L5	\$999.60	\$26.31	\$32.88
C4 Engineering Assoc L 1	\$1,025.90	\$27.00	\$33.75
C3 Engineering Assoc L 2	\$1,078.60	\$28.38	\$35.48
C2(a) Leading Tech Officer	\$1,105.00	\$29.08	\$36.35
C2(b) Principal Tech Officer	\$1,152.40	\$30.33	\$37.91

- A day-work employee required to work Ordinary Hours on a Saturday will be entitled to payment at the rate of time and a half of the base rate for such hours and at the rate of double time of the base rate for Ordinary Hours worked on a Sunday.
- An employee who works continuous shift work (being where shifts of Ordinary Time are rostered through the 24 hours each day) will be entitled to payment for all overtime at the rate of double time of the base rate.
- All shift workers are entitled to payment for Ordinary Hours on Saturdays at the rate of time and a half of the base rate, and for Ordinary Hours on Sundays at double time of the base rate but without the shift loading being payable.
- For casual employees, their casual loading forms part of their all-purpose rate when calculating entitlements including overtime and penalty rates.
- Junior Manufacturing stream employees will be entitled to a percentage of the applicable adult rate in accordance with the following table:

Age	% of C13 level
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	57.8
At 18 years of age	68.3
At 19 years of age	82.5
At 20 years of age	97.7

APPENDIX 3: BUILDING AND CONSTRUCTION INDUSTRY EMPLOYEES:

- The rates provided in the following table under the “Weekly” heading represent the base rate of pay for Full-time employees, and under the “Total Weekly” and “Total Hourly” headings include the Industry and Special Allowances for all employees, and the tool allowance for Level 3 and above.

Building and Construction Industry				Total Weekly	Total hourly	Total Hourly
July 2018 Rates	Weekly	Full-time	Casual	Full-time	Full-time	Casual
Level 9 (ECW 9)	\$999.60	\$26.31	\$32.88	\$1,069.97	\$28.16	\$34.73
Level 8 (CW/ECW 8)	\$982.70	\$25.86	\$32.33	\$1,053.07	\$27.71	\$34.18
Level 7 (CW/ECW 7)	\$960.00	\$25.26	\$31.58	\$1,030.37	\$27.12	\$33.43
Level 6 (CW/ECW 6)	\$933.80	\$24.57	\$30.72	\$1,004.17	\$26.43	\$32.57
Level 5 (CW/ECW 5)	\$910.10	\$23.95	\$29.94	\$980.47	\$25.80	\$31.79
Level 4 (CW/ECW 4) Special class trade, mobile crane driver	\$883.70	\$23.26	\$29.07	\$954.07	\$25.11	\$30.92
Level 3 (CW/ECW 3) (Tradesman)	\$857.40	\$22.56	\$28.20	\$927.77	\$24.42	\$30.05
Level 2 (CW/ECW 2)(Scaffolder)	\$833.60	\$21.94	\$27.42	\$872.28	\$22.95	\$28.44
Level 1 (CW/ECW 1): (Labourers)	Below	Below				
CW/ECW 1 (level d) Certified	\$817.10	\$21.50	\$26.88	\$855.78	\$22.52	\$27.90
CW/ECW 1 (level c) Over 1 year	\$802.40	\$21.12	\$26.39	\$841.08	\$22.13	\$27.41
CW/ECW 1 (level b) 3-12 months	\$791.50	\$20.83	\$26.04	\$830.18	\$21.85	\$27.06
CW/ECW1 (level a) 1st 3 months	\$775.90	\$20.42	\$25.52	\$814.58	\$21.44	\$26.54

- An employee working Ordinary Hours on a Saturday will be entitled to payment at the rate of time and a half of the base rate for each hour worked, and at the rate of double time for Ordinary Hours worked on a Sunday.
- Employees required to work overtime will be entitled to payment at time and a half of the base rate for the first two hours, and double time of the base rate for any subsequent hours Monday to Saturday morning inclusive, and at the rate of double time for any overtime on Saturday afternoons or Sundays.
- Employees engaged on particular projects which involve a Rostered Day Off or who otherwise agree with the employer to participate in a Rostered Day Off roster may observe the RDO practice common to the industry.

- Employees appointed as Leading Hands will be entitled to an additional payment depending on the number of persons supervised, in accordance with the following table and which will form part of their all-purpose rate:

In charge of	% of appropriate weekly rate
1 person	2.4
2 to 5 persons	5.3
6 to 10 persons	6.7
More than 10 persons	9

- Employees engaged on work that would attract the payment of a travel allowance under the Award will be entitled to that payment in addition to the minimum terms under this Enterprise Agreement.
- For casual employees, their casual loading does not form part of their all-purpose rate, however in calculating overtime and penalty rates the applicable penalty or loading is added to the casual loading. For example, a casual employee working night shift would receive the 15% night shift loading in addition to the 25% casual loading, making a total loading of 40% on the full-time rate.
- In the event that a full-time or part-time employee's position becomes redundant in circumstances where they would be eligible for a redundancy payment, the relevant provisions of the Building and Construction General On-site Award will apply.

APPENDIX 4: BLACK COAL MINING INDUSTRY EMPLOYEES

Black Coal Rates July 2018	Full-time Weekly	Full-time Hourly	Casual Hourly
Mineworker - Induction Level 1	\$816.60	\$23.33	\$29.16
Mineworker - Induction Level 2	\$832.30	\$23.78	\$29.73
Mineworker - Training	\$832.30	\$23.78	\$29.73
Mineworker	\$889.70	\$25.42	\$31.78
Mineworker - Advanced	\$932.60	\$26.65	\$33.31
Mineworker - Specialised	\$1,028.30	\$29.38	\$36.73

Coal Staff Employees July 2018	Full-time Weekly	Full-time Hourly	Casual Hourly
Employees without prior Coal industry experience	\$875.30	\$25.01	\$31.26
Clerk, Traffic Controller, Stores	\$900.20	\$25.72	\$32.15
Senior Clerk, Assistant Safety Officer	\$923.20	\$26.38	\$32.97
Surveyor, Draftsperson	\$937.40	\$26.78	\$33.48
Leading Draftsperson, Assistant Training Officer	\$956.30	\$27.32	\$34.15
Senior Computer Operator, Administrative Officer	\$965.50	\$27.59	\$34.48
Purchasing Officer, Safety Officer	\$1,016.40	\$29.04	\$36.30
Deputy, Training Officer	\$1,028.30	\$29.38	\$36.73
Foreperson, Chief Clerk	\$1,044.30	\$29.84	\$37.30
Engineer, Senior Foreperson	\$1,058.40	\$30.24	\$37.80
Senior Engineer	\$1,082.30	\$30.92	\$38.65
Production Supervisor	\$1,108.70	\$31.68	\$39.60
Undermanager (in charge)	\$1,152.40	\$32.93	\$41.16

- Employees may be engaged as unapprenticed Juniors and paid not less than the following percentages of the Mineworker Induction Level 2 rate:

Age	% of Mineworker Induction Level 2 rate
15 - 16 years of age	40
16 - 17 years of age	55
17 - 18 years of age	75

- Employees may be engaged as Junior Apprentices and paid not less than the following percentages of the Mineworker Induction Level 2 rate:

Percentage of Mineworker Induction Level 2 Rate	Not completed Year 12	Completed Year 12
Level 1	50%	55%
Level 2	60%	65%
Level 3	75%	75%
Level 4	90%	90%

- Employees may be engaged as Adult Apprentices and paid not less than the following specified rates:

Adult Apprentices	
Level 1	80% Mineworker Induction Level 1 Rate
Level 2	Mineworker Induction Level 1 Rate
Level 3	Mineworker Induction Level 1 Rate

- Ordinary Hours are to be an average of 35 per week and performed on any day of the week in accordance with a roster, with up to ten hours of Ordinary Time worked on any day. Employees shall be entitled to a meal break not later than five hours after commencing work and shall not be required to work more than a further five hours without another meal break.
- Employees engaged in these classifications will be subject to a four hour minimum engagement per day.
- Employees required to work Ordinary Time on a Saturday will be entitled to payment at time and a half of the base rate for the first four hours, and at double time after that. Employees working Ordinary hours on Sundays will be entitled to payment at double time of the base rate.
- Employees who regularly work on Sundays and public holidays will be entitled to payment for all overtime at double time of the base rate and when on afternoon or night shift will receive an additional loading of 15% of the base rate.
- Other than the above point, employees working overtime will be entitled to payment at the rate of time and a half of the base rate for the first three hours each day, and double time of the base rate thereafter, and double time of the base rate for all overtime on Sundays.
- If working overtime which is not continuous with Ordinary Hours, the employee will be entitled to a minimum of four hours engagement, or payment for four hours unless the employee has family or personal reasons for working a shorter duration in agreement with the employer. If overtime is to continue beyond the four hours the employee is entitled to a thirty minute rest break without loss of pay.
- In the event that a full-time or part-time employee's position becomes redundant in circumstances where they would be eligible for a redundancy payment, the relevant

provisions of the Black Coal Mining Industry Award will apply amounting to three weeks' pay per completed year of service.

- A full-time employee will accrue an entitlement to 175 hours of annual leave per completed year of service, and for part-time employees the entitlement shall be pro-rata. Where an employee works seven days rosters or works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays, the employee is entitled to an additional 35 hours of annual leave for a total of 210 hours annual leave. Any untaken annual leave will be paid out on termination.
- Full-time employees will be credited with 105 hours of Personal/Carer's Leave on commencement, and for each successive year of service a further 105 hours entitlement, which shall accrue without limit unless taken.
- All employees who perform eligible work for the purposes of the Black Coal Portable Long Service Leave Scheme will be enrolled in that scheme, and the applicable levy will be paid into that scheme on their behalf in accordance with the requirements of the scheme. They will then be entitled to access paid Long Service Leave in accordance with the provisions of that scheme.
- Mine Super will be a default fund along with Sunsuper for employees in these classifications.
- Coal site health and safety is subject to the Coal Mining Safety and Health Act (Qld) and associated provisions, for employees engaged in Queensland, and under the Work Health and Safety (Mines) Act (NSW) and associated provisions for employees engaged in New South Wales. Protection of injured workers and return to work including rehabilitation is in accordance with the Workers' Compensation and Rehabilitation Act (Qld) and associated provisions for employees engaged in Queensland, and under the Workers Compensation and Rehabilitation Act (NSW) and associated provisions for employees engaged in New South Wales.

Accident pay

An employee in receipt of weekly payments under the provisions of applicable workers compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:

Payment to be made during incapacity

An employer must pay, or cause to be paid, accident pay during the incapacity of the employee, within the meaning of the applicable workers compensation legislation:

until such incapacity ceases; or

until the expiration of a period of 78 weeks from the date of injury;

whichever event will first occur, even if the employer terminates the employee's employment within the period.

Meaning of accident pay

For the purposes of this clause **accident pay** means:

For the initial period of 39 weeks from the date of injury, a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the weekly amount that would have been received by virtue of this Enterprise Agreement had the employee been on paid personal leave at the date of the injury (provided the latter amount is greater than the former amount).

For a further period of 39 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury (provided the latter amount is greater than the former amount).

Pro rata payments

In respect of incapacity for part of a week the amount payable to the employee as accident pay will be a direct pro rata.

When not entitled to payment

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

Redemptions

In the event that an employee receives a lump sum in redemption of weekly payments under the applicable workers compensation legislation, the liability of the employer to pay accident pay as herein provided will cease from the date of such redemption.

Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

Calculation of period

The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.

Wage related allowances and reimbursements

Note: the expression “Standard Rate” means the minimum weekly wage for a Mineworker Induction Level 2.

Allowance	Percentage of standard rate/reimbursement	Application
Washery allowance	0.63% per day or per shift; minimum payment of 0.32%	Where an employee is employed in or about a washery This allowance is in substitution of all other disability allowances except water money
Water money	0.49% per shift	Where, through no fault of the employee, and in the course of duties, an employee’s clothing becomes wet The employee is to notify the supervisor of the intention to claim water money and the reasons for making it as soon as is possible An employee regularly receiving water money must not have the payment discontinued without notice
Shaft work (Electrical/Mechanical)	0.59% per shift. Minimum payment of 0.3% Minimum payment of 4 hours at the above rate for employees required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) A minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping	An employee is engaged on shaft work
Dirty work	0.23% per shift	Where an employee has to handle machinery, equipment, appliances or gear of any

Allowance	Percentage of standard rate/reimbursement	Application
		description which is covered with oil or grease
Confined spaces allowance (Electrical/Mechanical)	0.08% per hour	Employees working in a space, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is unusually discomfoting
Height money (Electrical/Mechanical)	0.23% per shift	Where an employee is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane
First Aid Officer allowance (does not apply to employees employed under the open cut or underground work models)	0.76% per day or shift or attendance at or paid absence from work	Where an employee is appointed as a first aid officer
First Aid Attendant allowance (does not apply to employees employed under the open cut or underground work models)	0.45% per day or shift	Where an employee is appointed as a first aid attendant
Boom Welding allowance (does not apply to employees employed under the open cut work model)	0.095% per hour	Where an employee carries out pressure or x-ray standard welding on booms
Underground allowance (Electrical/	0.23% per day or shift	An adult employee who works underground on any shift

Allowance	Percentage of standard rate/reimbursement	Application
Mechanical)		
Additional shift allowance— Open cut employees	0.43% per afternoon shift and 0.85% per night shift (additional to the shiftwork rates)	Where an employee is engaged on afternoon shift and/or night shift at open cut workings and who is in receipt of the 15% shift allowance
Working clothes and safety boots	Reimbursement by the employer each year for one pair of safety boots and two sets of industrial outer clothing; the articles are to be at a standard normally issued by the Company	Employees required to provide and wear industrial outer clothing and safety boots This provision does not apply where such footwear and clothing are supplied to the employee at the employer's expense
Damage to clothing and tools (Electrical/Mechanical)	Compensation to the extent of damage sustained will be made Provided that the employer's liability for such tools will be limited to such tools of trade as are ordinarily required for the performance of the employee's duties	Where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances
Transport	1. Reimbursement of any expense reasonably incurred in excess of expenses usually incurred travelling between home and normal place of work	When employee is required to work during annual leave shutdown and the normal means of transport is unavailable and provided the employee attends for work and performs such work as the employer reasonably requires

Allowance	Percentage of standard rate/reimbursement	Application
	<p>2. Payment at ordinary rates for all time reasonably spent outside ordinary hours of work travelling between home and the temporary location beyond the time usually spent in travelling between home and the ordinary location and/or reimbursement of any expense reasonably incurred in such travelling in excess of the expense usually incurred travelling between home and the employee's ordinary location</p>	<p>When an employee is required to temporarily work away from their ordinary location</p>
	<p>3. Payment for one hour at ordinary rates or the provision of transport at the employer's cost</p>	<p>When an employee works shiftwork, overtime or pre-shift overtime and the employee's normal means of transport is unavailable</p>

APPENDIX 5: FITNESS INDUSTRY EMPLOYEES

Fitness Industry Award July 2018	Full-time Weekly	Full-time Hourly	Casual Hourly
Level 1 - 1st 456 hours	\$726.41	\$19.12	\$23.90
Level 2 - Pool Attendant, swim instructor	\$747.32	\$19.67	\$24.58
Level 3 - Life Guard, Intermediate swim	\$802.62	\$21.12	\$26.40
Level 3A - Cert III Swim Instructor	\$845.79	\$22.26	\$27.82
Level 4 - Experienced Swim Instructor	\$880.50	\$23.17	\$28.96
Level 4A - Cert IV Swim Instructor	\$922.83	\$24.29	\$30.36
Level 5 - Fitness AQF Diploma	\$972.59	\$25.59	\$31.99
Level 6 - Office manager or trade qual	\$964.23	\$25.37	\$31.72
Level 7 - Business manager	\$1,001.76	\$26.36	\$32.95

- Employees engaged in these classifications will be subject to the same minimum hours per engagement as provided in the Award.
- Full-time and Part-time employees working Ordinary Time on a Saturday are entitled to a loading of 25%, and for Ordinary Time on Sundays, a loading of 50%.
- Employees working overtime are entitled to payment of time and a half of the base rate for the first two hours of overtime each day Monday to Saturday, and double time thereafter and for any overtime on Sundays.
- Casual employees working Ordinary Hours on Saturday, Sunday or Public Holidays are entitled to a casual loading of 30% on the full-time base rate. For all other Ordinary Hours worked (within the required span) casuals are entitled to payment at the rate of the full-time hourly base rate plus a casual loading of 25%.
- Employees working split shifts will receive an allowance at rate of 1.7% of the Level 3 weekly rate per day.
- *Junior Fitness Industry employees will be entitled to a percentage of the applicable adult rate in accordance with the following table:*

Age	%
16 years of age and under	55
17 years of age	65
18 years of age	75
19 years of age	85
20 years of age	100

APPENDIX 6: AMUSEMENTS, EVENTS AND RECREATION EMPLOYEES

Amusements Events & Recreation July 2018	Full-time Weekly	Full-time Hourly	Casual Hourly
Introductory (1st 3 months)	\$726.41	\$19.12	\$23.90
Grade 1 Cleaner Kitchen hand	\$747.32	\$19.67	\$24.58
Grade 2 Bar Waiter basic Cook	\$775.96	\$20.42	\$25.53
Grade 3 Life Guard Security Cook	\$802.62	\$21.12	\$26.40
Grade 4 Supervisors - Lifeguard, Cook	\$845.79	\$22.26	\$27.82
Grade 5 Tradesperson, technician	\$872.24	\$22.95	\$28.69
Grade 6 Head Technician	\$898.69	\$23.65	\$29.56
Grade 7 Advanced Trade	\$922.83	\$24.29	\$30.36
Grade 8 Advanced Engineering	\$969.56	\$25.51	\$31.89
Grade 9 Manager	\$1,073.68	\$28.25	\$35.32

- An employee required to work overtime on any day other than a public holiday will be entitled to payment at the rate of time and a half for the first three hours each day, and double time thereafter.
- Casual employees are paid the same overtime rates as full-time employees (ie without the casual loading, but when penalty rates apply to hours worked, the penalty rate and casual rate will be added together. For example, for hours with a 50% penalty rate, the casual employee will receive a total loading of 75% on the full-time rate.
- Junior Amusements, Events and Recreation Industry employees will be entitled to a percentage of the applicable adult rate in accordance with the following table:

Age	%
16 years of age and under	55
17 years of age	65
18 years of age	75
19 years of age	85
20 years of age	100

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3771

Applicant:

Global Product Search Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Warren McGraw, General Manager of Global Product Search Pty Ltd have the authority to provide Undertakings in relation to the Global Product Search Enterprise Agreement 2018 and give the following undertakings with respect to the Global Product Search Enterprise Agreement 2018 ("the Agreement"):

1. For the purpose of s.194(ba) of the *Fair Work Act 2009* and with reference to Part I c) Dot Point 1 of this Agreement, all employees covered under this Agreement will always be covered by the terms and conditions of this Agreement. Where arrangements are made with employees by the employer, any additional entitlement(s) that is(are) agreed to between the employee and the employer will be more beneficial to the employee than the terms of this Agreement.
2. For the purpose of Division 6 of the National Employment Standards and with reference to Part IV(a) Dot Point 2 of this Agreement a shiftworker is an employee who is available to work on any shift Monday to Sunday and who actually attends for work as required from time to time on both Saturday and Sunday.
3. For the purposes of Part III a) dot point 5 and dot point 8, and Part III c) dot point 4 of this Agreement, the employer undertakes that any such arrangement will produce an outcome for the employee which is superior to that which would have been provided under the Award which would otherwise have applied, including with reference to all rates of pay, overtime, penalty rates, span of hours and minimum break provisions, meal break and rest break provisions and any other allowance loading or entitlement which may be payable to the employee on account of the duties undertaken.
4. For the purposes of Part III c) dot point 4 of this Agreement, the employer undertakes that an employee who is not covered by a classification rate in this Agreement and who's minimum remuneration is determined in accordance with this clause will receive a rate of pay per week which is at least one dollar per week higher than would have applied under the relevant Award.
5. For the purposes of Part III g) of this Agreement, it does not purport to absorb any allowance or entitlement (including tool allowance) other than where the employee is paid sufficiently above the minimum rates to fully absorb that entitlement and the Employer undertakes to apply the Agreement in accordance with that requirement.

6. For the purposes of Part III b) dot point 2 and Part III d of the Agreement, the Employer undertakes to apply the wage rates as provided in the Miscellaneous Award with respect to all Apprentices (other than those engaged in the Black Coal Mining Industry) and to all employees engaged on Traineeships, with the addition of \$1.00 per week in each case.
7. For the purposes of Part III b) of the Agreement the Employer undertakes that where a part-time employee is engaged in any capacity they will be subject to written agreement between the parties as to agreed hours, and in the event that the agreed hours are exceeded, the additional hours will be paid as overtime.
8. For the purposes of Part I c) dot point 4, the Agreement provides that any arrangement entered between employer and employee must provide an entitlement which is superior to that which would have applied under the award or industrial instrument which would otherwise have applied. The entitlement provided to the employee under this term must exceed the total entitlements applicable under the award or industrial instrument concerned and the Employer undertakes to apply this clause in that manner.
9. With Respect to Flat rates (Pt III(e) & (g)) and Salaried positions (Pt III(f)) the employer undertakes not to utilize these clauses, and that any such arrangement entered into between employer and employee will be in accordance with the Flexibility Clause.
10. For the purposes of Appendix 4, the Employer undertakes that where an employee engaged in the Black Coal Mining Industry is entitled to payment for annual leave and annual leave loading is applicable, the annual leave loading paid will be at the rate of 20%.
11. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Warren McGraw, General Manager

10th April 2019
